

Annexure-II

AGREEMENT FOR OPENING OF KIOSK IN RURAL PCO IN _____ CIRCLE

Agreement No. _____ dated _____

This agreement is signed on the ____ day of _____ by and between Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956 having its registered and Corporate office at Bharat Sanchar Bhawan, Janpath, New Delhi-110001, acting through _____ (hereinafter called BSNL which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

_____ (hereinafter called Kiosk owner) son/daughter of _____ residence of _____ has PCO booth space at village _____, falling under _____ rural exchange, recognized under the rural exchanges in USOF Agreement No.30-160-8/Wireline-BB/2006-USF dated 20-01-2009 (hereinafter called as USOF agreement), who has applied for opening of Kiosk at the above said place, will be the SECOND PARTY.

WHEREAS BSNL is a Major Telecom Service Provider licensed to provide all types of telecom services throughout the country (except Delhi & Mumbai)

WHEREAS BSNL and USOF, DoT, Govt of India have entered into an "Agreement For Subsidy Disbursement (mentioned above) Towards Provision of Wire-Line Broadband Connectivity in Rural & Remote Areas Under Universal Service Obligation Fund" that envisage opening of Kiosks in rural area from the DSLAMs installed in the rural area for better penetration of new technology in rural area and reducing the Rural-Urban divide. Here KIOSK means a public access office, having the connection under the USOF Agreement, for providing broadband services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This agreement shall be signed for the validity of one year from date of signing of the agreement unless revoked earlier. The agreement may further be extended up to three years subject to the satisfactory performance of the BB Kiosk.
2. The PCO owner shall be meet the requirements as envisaged in the agreement between BSNL and USOF. A minimum requirements for operating the BB Kiosks is as below: (The salient points of BSNL USOF agreement are enclosed at Annex-I)
 - (a) Display board at each Kiosk as per the design approved by USOF.
 - (b) The hourly internet browsing charges at Kiosk shall not exceed Rs. 5/- per hour.
 - (c) Throughput of each of the Broadband connection provided under the agreement shall be atleast 512 Kbps always on.
 - (d) The kiosks provided shall have atleast one workstation with facility of Internet browsing, taking printouts, scanning of documents.

- (e) The kiosks shall have the capability to support broadband applications such as video chat, video conferencing, telemedicine and tele-education etc.
 - (f) The service from the Kiosk shall be available to the general rural public preferably from 8 AM to 4 PM.
 - (g) For other services such as printout, scanning etc., the tariffs to be worked out in consultation with BSNL
 - (h) PCO owner shall make arrangements for efficient running of the services at the Kiosks by ensuring availability of spares and immediate repair of any faulty equipment at his own cost.
 - (i) PCO owner shall keep a record of customers by keeping the copy of their photo identity proof mentioning their address and time of using broadband i.e. their log-in & log out time, which will be produced before the BSNL as and when and in whatever form desired.
 - (j) The infrastructure for setting up of Broadband Kiosks like Computer, web Camera, Scanner, Printer etc. shall be procured by PCOs owner. PCO owner will bear all expenses related to Kiosk e.g. electricity charges, water charges, rent and taxes etc. BSNL shall only provide wire-line broadband connectivity of **BB CSC UL 1500 free** of cost to PCO owner, during the period of this Agreement.
 - (k) PCO owner may exit from this agreement /arrangement at any time but in this case, free bandwidth connectivity or proposed discount in the bill shall be provided from date of installations till the date on which it was closed/surrendered/shift-out. No penalty for discontinuation of arrangement/agreement may be considered.
 - (l) BSNL can terminate the agreement without prior notice in case in case of breach of terms and conditions and/or any directions from USOF/DOT/Government of India and/or non-payment of any bills/dues of BSNL by the PCO/Kiosk operators at the Kiosk or at any other of his locations. BSNL can also terminate this arrangement and withdrawn any or all services without prior notice. The arrangement can also be terminate by either side by giving a notice of one month without any reasons or it can also be terminated at any time with mutual consent.
3. PCO owner undertake to make the Kiosk operational within fifteen days of signing of this agreement.
 4. A refundable security deposit equivalent to one month's broadband tariff plan charges will be deposited by PCO owner. No installation or modem charges shall be taken from the PCO owner. Modem shall remain the property of BSNL.
 5. In order to check the terms and conditions of agreement and performance of BB Kiosk, field unit of BSNL may regularly inspect the PCO owner Kiosks.
 6. The PCO owner shall make arrangement for immediate reporting / booking of faulty broadband connection in Kiosk.

7. PCO owner shall be responsive to the complaints lodged pertaining to the Kiosk. History sheet shall be maintained for each installation, statistics and analysis on the overall maintenance status.
8. The BSNL, USOF ADMINISTRATOR or TRAI may carry out performance tests, either directly by them or through their authorized designated monitoring agency, and/or evaluate the QoS parameters for the broad band kiosks at any time during the validity period of the AGREEMENT. The Kiosk owner shall provide ingress and other support including documents, instruments, equipment etc., for carrying out such performance tests and evaluation of Quality of Service parameters. Record shall be kept for performance monitoring of the Kiosk.
9. PCO owner shall keep record of faults, rectification reports and other related details in respect of services rendered to the users.
10. The kiosks that remain faulty for more than 7 days in a quarter, shall not be reckoned for the purpose of disbursement of full equated quarterly subsidy from USOF and if any commission payable to Kiosk owner shall be reduced proportionately for the total number of days the kiosks remains faulty during the quarter: Provided where the kiosks remain faulty for forty-five days or more during the quarter, if any commission for the entire quarter for that kiosk shall not be disbursed.
11. The BSNL is authorized to relocate the Kiosk in case the demand from the public on account of their accessibility or non-usage for a prolonged period.
12. BSNL shall not be responsible for any injury or loss occurred to PCO owner, his staff, customer or anyone in general due to any mishappening within or outside the Kiosk.
13. The Laws of land as promulgated/ modified/ amended and/or replaced from time to time shall govern this Agreement.
14. PCO owner shall indemnify BSNL in respect of any consequences of whatsoever nature arising on account of copy right/intellectual property rights violation in respect of software/hardware used in Kiosk.
15. PCO owner shall be totally bound and obliged to comply with all applicable norms and directions issued from time to time by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India and any new condition/ direction/ amendment/ stipulation which may be brought in force by the Regulator (TRAI) or the Licensor (DOT) or Govt. of India subsequent to the execution of the agreement, all such condition/ direction/ amendment/ stipulation should be deemed to be automatically included in this agreement.
16. Each party shall remain responsible for obtaining and maintaining for the duration of this agreement, all government and other licenses, waivers consents, registrations, permissions and approvals required of such party for the provision of the services in its scope of activity.

17. PCO owner and BSNL hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in this agreement.

18. Any dispute arising during the validity of this agreement will be sort out by the arbitrator appointed by the CGMT, ----- Telecom Circle, and decision of arbitrator will be final and binding on both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through the authorized representative of BSNL and the owner in person on the ___ day of _____.

Signed for and on behalf of BHARAT SANCHAR NIGAM LIMITED by _____, the authorized signatory

Signed as Kiosk owner by Shri _____

In the presence of following witnesses:

1. Signature
Name
Occupation
Address
Place

2. Signature
Name
Occupation
Address
Place