

भारतीय गैर न्यायिक

एक सौ रुपये



Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

भारत DELHI

N 355399

MEMORANDUM OF UNDERSTANDING

Preamble

Through this Memorandum of Understanding.(hereinafter referred to as the "MOU") amongst Bharat Sanchar Nigam Ltd., New Delhi, Mahanagar Telephone Nigam Ltd., New Delhi, and Department of Income Tax, Ministry of Finance, Government of India intend to develop a special relationship to enable Department of Income Tax to avail the voice and data communications services of BSNL and MTNL for the purposes of meeting telecommunication requirements of Department of Income Tax at various locations across India ("Locations").

This MOU is entered into on this ^{01st} day of ^{March} 2011.

[Handwritten signature]

2

[Handwritten signature]

AMONGST

Bharat Sanchar Nigam Limited a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Bharat Sanchar Bhawan Jan Path, NewDelhi-110 001 (hereinafter referred to as "BSNL", which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees,) through its Chairman and Managing Director or his/her designated representative, of the **FIRST PART**.

AND

Mahanagar Telephone Nigam Limited, a company incorporated under the provisions of the Companies Act, 1956 and having, its registered office at Jeevan Bharati, Tower-1, 124 Indira Chowk, New Delhi-110 001 (hereinafter referred to as "MTNL", which expression, unless repugnant to the context or meaning, hereof, shall include its successors, administrators or permitted assignees) through its Chairman and Managing Director or his/her designated representative, of the **SECOND PART**.

AND

President of India,(Acting through the Chairman, Central Board of Direct Taxes under Ministry of Finance , Government of India and having its Head office at North Block, New Delhi - 110 001), hereinafter referred to as "ITD" (which expression unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees) of the **THIRD PART**.

"BSNL", "MTNL" and "ITD" hereinafter may collectively be referred to as "Parties" and individually as "Party".

WHEREAS



- A. BSNL is a state owned company, engaged in providing all telecom solutions through its network across the country (except Mumbai and Delhi for voice services).
- B. MTNL is a State owned company, engaged in providing data and voice services through its telecommunication network in the cities of Mumbai and Delhi.
- C. ITD, a department under Ministry of Finance, Government of India and is already availing Voice services from MTNL and BSNL as part of its operation.
- D. BSNL and MTNL have represented that they have entered into back-to-back agreements with each other to consolidate their respective expertise in providing comprehensive telecommunication services (*as defined hereunder*) to their bulk-user corporate clients by entering into service level agreements with such corporate clients.
- E. BSNL and MTNL are desirous of enhancing and expanding the scope of the telecommunication services already being provided by them to ITD by designating ITD their "Premium Client" and entering into a service level agreement for providing comprehensive telecommunication services at various stations/offices of ITD across India.
- F. ITD has, in principle, agreed to become a "Premium Client" of BSNL and MTNL enter into a service level agreement with BSNL and MTNL on the terms and conditions set forth in this MOU.

NOW THEREFORE in recognition of these above mentioned facts, BSNL, MTNL and ITD witness that in consideration of the mutual



covenants set out in this MOU, the Parties hereby agree as follows:

1. Purpose of this Memorandum

This MOU is intended to recognize the general basis for a cooperative and collaborative working relationship between the three Parties for the provision of comprehensive telecommunication facilities all across India.

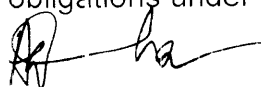
1.1. The objective of the proposed relationship is to enable BSNL and MTNL to provide ITD the full gamut of telecom services (to start with voice and Internet services) as offered to the category of most preferred client and ITD to hire these services from BSNL and MTNL on most preferred vendor (service provider) basis. Each party, by mutual consent, may involve in the cooperative and collaborative actions, any of its controlled affiliates competent in the concerned action.

Through this MOU, BSNL, MTNL and ITD intend to develop a special relationship, whereby effective telecom services, to the extent possible from time to time, are provided to ITD by BSNL and MTNL at special concessional and competitive rates.

2. Responsibilities

2.1. BSNL, MTNL and ITD shall be responsible for the conduct of their assigned responsibilities/ obligations.

2.2. Neither BSNL nor MTNL nor ITD shall be responsible to the other Parties for any losses that they may suffer arising out of the understanding. However, the Parties shall be responsible for ensuring their respective premises, equipment and personnel for any claims that may arise from the conduct and/or performance of their obligations under this MOU.



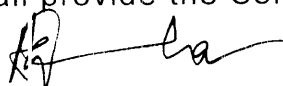
2.3. ITD hereby agrees to provide the sufficient space along with electricity connection at the Locations, to enable MTNL/BSNL to install their equipment or machinery instrument for providing the Telecommunication Services to ITD, including at remote locations or in prohibitive areas. BSNL / MTNL shall be responsible for obtaining the permission(s) etc. that may be required for installing the necessary equipment in any of the Locations. ITD shall on its part, provide all required assistance to BSNL/MTNL in obtaining such permission(s).

2.4. Upon mutually agreeable terms and conditions being arrived at, by the Parties, MTNL and BSNL, ITD is to be extended a "Premium Client" status for all Telecommunications services. It covers the whole gamut of services ranging from Data & Voice Services and other Telecom Services as and when required. The services would be as per the annexure-A.

2.5. The ITD undertakes to ensure that only MTNL and BSNL shall have the right to provide telecom services for building/areas/sites etc. all over the country. ITD agrees to undertake that no other telecom operator shall provide telecom Services for their organization. All connections presently working from other telecom operators shall be returned/surrendered by ITD and MTNL/BSNL shall provide the same facility to ITD

2.6. In the event ITD requires Services of nature which are not offered by MTNL/BSNL, ITD shall be entitled to approach any other service provider in this regard, for which BSNL or MTNL shall have no objection whatsoever.

2.7. MTNL/ BSNL shall provide the Services on priority basis



to ITD with all reasonable efforts. ITD has agreed to procure 51000 mobile connections, 22000 landline connections, 8000 3G data-cards with 5 GB download/upload per month, 1000 Black berry handsets for internet connectivity, 5000 Broadband connections. The tariff plan mentioned in Annexure-C shall be applicable. Towards fixed monthly charges ITD shall make annual payment of Rs.40 Crore divided into two installments to MTNL/BSNL. First installment of Rs.20 Crore shall be paid by 25th July. The second installment shall be paid by 25th January of same financial year. Date of effect for lumpsum payment shall be 5th Nov, 2010.

2.8. A onetime payment of Rs.5.8 Crore (Subject to actual Market price prevailing) shall be made by ITD for purchase of Data cards and Blackberry handsets to BSNL/MTNL.

2.9. Charges beyond free usage as per Annexure-C shall be payable by individual officer or ITD on behalf of officer, MTNL/BSNL shall have the right to disconnect the Services for that individual officer in case of nonpayment of bills as per Telegraph Act 1885 and any other Acts applicable but this disconnection will have no effect on lump-sum payment payable to BSNL / MTNL.

2.10. ITD shall be responsible for issuing instructions to BSNL/MTNL for provision of connections, migration of existing telephone and Broadband to new tariff-plan as per clause number 2.7 of this MOU. There will be no reduction in agreed two half-yearly payments, in case ITD do not consume the full quantity of services.

2.11. However, even though ITD shall make payment of for financial year 2010-11 on proportionate basis. BSNL shall adjust excess payment (if any) in second installment on pro-rata basis

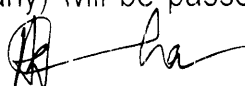


for each connection for period from 5th Nov, 2010 to the date on which the connection is actually provided or migrated to new tariff plan provided instructions for which connections issued by ITD on or before 5th Nov 2010. However, ITD shall continue to pay the bills of existing connections as per pre-migration tariffs if services are already hired from BSNL/MTNL.

2.12. Any individual officer/official of ITD may subscribe add-on service/s or future service/s (except ISD and International Roaming services. For ISD services, specific instructions are to be issued by nodal officer or officer not below the rank of Commissioner Income Tax of the area to BSNL/MTNL) of BSNL/MTNL at standard rates of BSNL/MTNL or at rates as negotiated by ITD or otherwise issued by BSNL/MTNL for employees of ITD. For negotiated rates **for these add-on service(s)** specific addendum shall be signed by both the parties. However, payment shall be made by individual officer/official for any such add-on service/s subscribed in his/her personal capacity.

2.13. Some of the salient features of the proposed SLA (Annexure-B) are as under:

- i. Response to service calls would be logged as for a Premium Client and serviced through a single Window Concept.
- ii. Escalation matrix would be provided for servicing ITD requirements in case of delay.
- iii. Monthly performance reports of Networks would be shared on monthly basis and reviewed per quarter.
- iv. Special pricing/rates has been extended as per Annexure-C. During the currency of this agreement benefit of tariff reduction over a period of time (if any) will be passed on to ITD. New services or



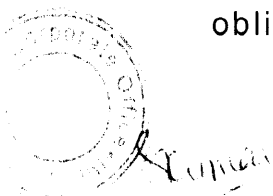
future services may be added under this MoU at any time as per mutually agreed terms and conditions and specific addendum shall be signed by both the parties.

- v. Status of Premium Client for any class of Service(s).
- vi. No security deposit to be provided by ITD.
- vii. Fast track approach for realization of demand for any Telecommunication Service(s).
- viii. MTNL will raise their portion of the bills and send it to Nodal officer, DGM F O/o CGM NTR, Nodal officer for billing and accounting. BSNL would raise their bills and send both the bills, after due checking for realizing centralized payment from ITD against fixed charges on behalf of both BSNL and MTNL. ITD while paying will issue two cheques, one for BSNL and the other for MTNL and send it to the Nodal Officer DGM F NTR, BSNL. The combined payments per annum will be Rs 40 crore (Taxes Extra). The MTNL cheque will be handed over to MTNL by the BSNL.

The above features will be extended by BSNL /MTNL within the framework of regulations of Government of India/Telecom Regulatory Authority of India.

3. Status of MOU

- 3.1. This MOU is intended to record mutual understandings of the Parties hereto, as on the date hereof.
- 3.2. This MOU would be subject to and governed by the laws (and such rules & regulations) of the Republic of India as may be applicable during the tenure of this MOU.
- 3.3. To discharge the responsibilities of each of the Parties, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each of the Parties, and in



particular, the program of work and financial conditions of its execution.

4. Validity

4.1. The MOU will be effective for an initial period of TEN years from the date of signing of all Parties. Three months prior to the expiry of the said TEN year term, the Parties shall meet to decide on renewal of this MOU. If it is agreed upon for further renewal, then a specific addendum shall be signed by the Parties.

5. Amendment

5.1. This MOU may be amended upon the mutual consent of all Parties; but such amendment shall have no impact on any specific agreement then in force.

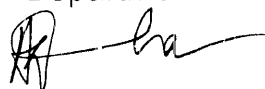
6. Termination

6.1. This MOU may be terminated by any of the Parties upon providing a prior written notice of three months. The MOU shall also terminate automatically upon the bankruptcy of any of the Parties or in the event of force majeure, prohibiting the continuity of the MOU.

6.2. The expiry or termination of this MOU shall have no impact on any specific agreement then in force, which shall continue up to its normal expiry.

7. Arbitration

7.1. In the event of any dispute or difference relating to, or arising from or connected with this MOU, such dispute or difference shall be referred by any party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be

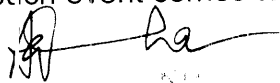


nominated by the Secretary to the Government of India, In-charge of Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the Arbitration under this Clause. The award of the Arbitrator shall be binding upon the Parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside on revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties in the disputes will share equally the cost of arbitration or as intimated by the Arbitrator.

7.2. The MOU shall be subject to exclusive jurisdiction of Delhi Courts. However, any dispute related to individual telephone shall be subject to jurisdiction of related SSA/Circle of BSNL/MTNL.

8. **FORCE MAJEURE** - If at any time, during the continuance of this MOU, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restrictions, strikes and lockouts, fire, floods, natural calamities or any act of GOD (hereinafter referred to as event) provided notice of happenings of any such event is given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damages against the other, in respect of such non – performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable after such event comes to an end or cease to exist.

9. **Confidentiality**



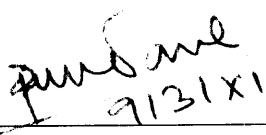
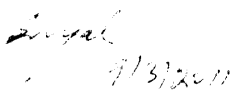
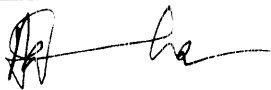


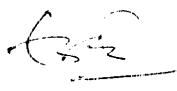
7

9.1. All Parties acknowledge the confidentiality of all information, which may, be transferred between the Parties from time to time as being essential to this MOU. The Parties agree not to disclose the said/all confidential information to any third party whatsoever. However, each of the Parties shall be free to disclose such information as is part of the Public domain at the time of disclosure, or required to be disclosed by official authorities in accordance with the applicable law.

9.2. The obligations of all the Parties as herein above in clause 9, shall continue to apply, notwithstanding termination of this MOU


As witnessed by the hand of duly authorized representative of the Parties, as of the date hereunder:

Authorized Signatory

| For and on behalf of the Bharat Sanchar Nigam Limited | | For and on behalf of the Mahanager Telephone Nigam Limited | | For and on behalf of the Department of Income Tax | |
|--|---|--|---|--|---|
| Signature |  | Signature |  | Signature |  |
| Name | H. C. PANT | Name | S. R. SAYAL | Name | A. K. SINHA |
| Designation | CS & Sr. GM (Legal) | Designation | comp. Secretary | Designation | CIT (C2S), CRDT |
| Date | 09 th March, 2011 | Date | 09-03-2011 | Date | 09-03-2011 |
| In the presence of | | In the presence of | | In the presence of | |
| Signature |  | Signature |  | Signature |  |
| Name | S. K. SETH | Name | S. K. SETH | Name | S. K. SAH |
| Designation | Sr. GM (BP-Ent-) | Designation | Sr. GM (BP-Ent-) | Designation | Add. CIT (OSD), CRDT |

Annexure-A

Voice Services from BSNL

1. Basic land Line & Broadband services.
2. GSM Mobile services (2G & 3G).
3. Internet Data Cards (CDMA/2G/3G)
4. Preferred value added services. 
5. WiMax Services.



Handwritten mark

Part-1- Service level Agreement for Landline/Basic Services

1 Availability of Services

- 1.1 During the period of SLA the BSNL shall ensure proper functioning of Landline connections and keep an **uptime** of 99% {ninety nine percent}.

Uptime is defined as follows:

Uptime (in %) = Total number of hours in the year – Total Downtime(in hours) *100

Tota No. of Hours in the year

- 1.2 For the purpose of measurement, "**downtime**" or "**fault duration**" constitutes any period of time during which the Landline connection is not useable for voice calls. Causes of downtime include:

- ❖ Landline connection equipment failures, supplied by BSNL to DEPARTMENT OF INCOME TAX.
- ❖ Line Outage (at BSNL end only).
- ❖ Power outages (in BSNL).
- ❖ Human error (in BSNL).
- ❖ Process failure (in BSNL).
- ❖ Local loop failure in cables.
- ❖ Cable fault in the network.

Downtime ends upon the successful voice communication using the telephone at the last point up to which BSNL wiring is used.

2. Determination of Fault Duration

- 2.1 Fault of duration upto thirty minutes (response time) at a stretch shall be excluded from fault curation for the purpose of calculating availability (uptime) of the landline connection.
- 2.2 Any fault duration (i.e. downtime) shall be calculated after subtracting thirty minutes. In case of multiple dockets in a calendar day only the docket with the largest tenarcy shall qualify for SLA.
- 2.3. DEPARTMENT OF INCOME TAX will ensure round the clock availability of staff who are capable of dealing with the landline connection. The period in which DEPARTMENT OF INCOME TAX premises is found closed or no staff is available when BSNL staff visits the premises for testing or want to test the line from BSNL location, will be excluded from fault duration.



2.4 DEPARTMENT OF INCOME TAX shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to BSNL staff all the time.

2.5 In addition to the above following shall be excluded from fault duration:

- 1) Unavailability of line due to power failure at DEPARTMENT OF INCOME TAX end.
- 2) Unavailability of line due to mishandling of BSNL equipment (EPBT) or any cables attached to equipment at DEPARTMENT OF INCOME TAX end.
- 3) Unavailability of line due to DEPARTMENT OF INCOME TAX equipment/network at either end of the line.
- 4) Unavailability of line due to the faults in the outdoor network of BSNL by third parties.
- 5) Unavailability of line due to force majeure.
- 6) Complaints booked between 1800 hrs. and 1000 hrs if complaint is booked after 1800 hrs.
- 7) Any fault booked during the National Holidays i.e. 26th of January, 15th of Aug. and 2nd of October.
- 8) Rent free standby WLL. Connections shall be provided to all important DEPARTMENT OF INCOME TAX numbers as per their request. Charges will be levied on the usage of these telephones.

3. Procedure of Fault Booking.

3.1 DEPARTMENT OF INCOME TAX shall book the fault on assigned number on "2198". (Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of line.) Designated account manager of BSNL should also be informed through a mobile message/communication.

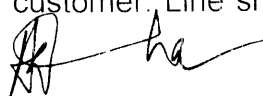
3.2 Status/fault report generated by BSNL FRS network (to the extent provided by the system) shall be taken as reference in situation where there is ambiguity about the timing and nature of fault.

3.3 Normally a fault docket number shall be provided to DEPARTMENT OF INCOME TAX from BSNL on booking of fault.

4. Restoration of Faults.

4.1 On receipt of complaint, BSNL shall make its best efforts to localize the fault and restore the same at the earliest. Support for enabling testing of the line at any hour of the day may be provided by DEPARTMENT OF INCOME TAX.

4.2 In case DEPARTMENT OF INCOME TAX is unable to provide necessary facilities, BSNL will test the line on its own to the best point feasible and clear the fault docket after rectification of the fault and intimate same to the customer. Line shall be presumed to be restored



when BSNL has tested the line and cleared the fault docket after finding that the line is capable of working properly. The fault duration shall be accounted for accordingly.

4.3 Fault booked shall be restored by next day except for cable fault. BSNL will make efforts to rectify the booked faults in < 24 hrs

5. SLA rebates:

5.1 If the uptime for the applicable month is below the uptime guaranteed as per clause 1.1 above, then either one of the following will be applicable:

a) For every 1 hour in excess of continuous 6 hrs isolation, a rebate of 2% rental of particular landline connection per month.

For this purpose the number of days in a month is taken as 30 leading to a total duration of 720 hours per month. The rebate will be given only for the specific faulty landline number.

5.2 The maximum rebate shall be limited to 5% of the rental of the line per month. The rental for the purpose of rebate on account of SLA shall be Rs 180/- per connection per month.

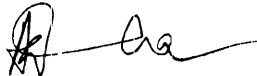
5.3 Amount of the rebate shall be adjusted at the end of the year. The rebate shall be granted only on the basis of non-availability of landline telephone as per above.

5.4 Fault duration / incidence will not be counted if occurrence / pending / delay is on DEPARTMENT OF INCOME TAX part such as DEPARTMENT OF INCOME TAX's own instrument, premises wiring, PC, Modem, EPAEX, premises closed etc.

5.5 Contact list of all operational & senior officers would be provided to DEPARTMENT OF INCOME TAX for escalation as per need/requirements.

5.6 The Standard of Service will be maintained as per TRAI Guidelines.

5.7 The initial period of 3 months from the date of signing of this agreement will be treated as a SLA Prove-in period and after that period the provisions of SLA will actually come into force.



Part-2- Service Level Agreement for GSM/ Wireless Services

1 Availability of Services

1.1 During the period of Service Level Agreement (SLA), BSNL shall ensure proper functioning of GSM connections for an **uptime** of more than 99% (Ninety Nine per cent) on a yearly basis.

Uptime is defined as below:

Uptime (in %) = $\frac{\text{Total no. of Hours in the year} - \text{Complete Organizational Isolation (in hours)}}{\text{Total no. of Hours in the year}} * 100$

Total no. of Hours in the year.

1.2 For the purpose of measurement, “**downtime**” constitutes any period of time during which the GSM connection does not support voice-to-voice communication for the whole organization. Causes of downtime include:

- ❖ Network equipment (BTS, BSC, MSC etc) failures, maintained by BSNL.
- ❖ Network Outage (at BSNL end only)
- ❖ Power outages (in BSNL)
- ❖ Human error (in BSNL)
- ❖ Process failure (in BSNL)

Downtime ends upon the successful network (signal) transmission as per prescribed testing procedure of BSNL.

2. Determination of Fault Duration

2.1 Fault of duration up to 15 minutes (response time) at a stretch shall be excluded from fault duration for the purpose of calculating availability (uptime) of the GSM connection.

2.2 Any fault duration (i.e. down time) shall be calculated after subtracting 15 minutes

2.3 DEPARTMENT OF INCOME TAX shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to BSNL staff all the time.

2.4 In addition to the above, support services will be provided for Individual connections subject to exclusion of the following:

- (i) Unavailability of network due to DEPARTMENT OF INCOME TAX faulty handset or loss/damaged SIM/ switched off mobile.
- (ii) Unavailability of network due to force majeure.
- (iii) Complaints booked between 1800 hrs and 1000 hrs, if complaint is booked after 1800 hrs.



- (iv) Any complaint/ service request booked during the National Holidays i.e. 26th of January, 15th of August and 2nd of October.

3. Procedure of Service Request Booking

- 3.1 DEPARTMENT OF INCOME TAX shall send written service request directly or through email to designated BSNL Service Centre for GSM service and BSNL will put through the service. A copy of the same shall be given to designated account manager of BSNL.
- 3.2 Contact list of all operational staff & senior officers would be provided for escalation as per DEPARTMENT OF INCOME TAX needs / requirements.

4. Execution of Service Request

- 4.1 On receipt of specific service request, BSNL will execute the service request on priority.

5. SLA rebates:

- 5.1 If the uptime for the applicable month is below the uptime guaranteed as per clause 1.1 above, then either one of the following will be applicable:

- a) For every 1 hour in excess of continuous 6 hrs isolation, a rebate of 2% rental of particular mobile connection per month.

For this purpose the number of days in a month is taken as 30 leading to a total duration of 720 hours per month. The rebate will be given only for the specific faulty mobile number.

- 5.8 The maximum rebate shall be limited to 5% of the rental of the GSM per month. The rental for the purpose of rebate on account of SLA shall be Rs 180/- per connection per month.

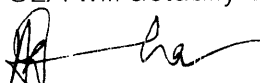
- 5.3 Amount of the rebate shall be adjusted on annual basis.

- 5.4 Free calls are also to be reduced proportionately equivalent to the amount for which rent rebate is given in all plans.

- 5.6 Contact list of all operational & senior officers would be provided to DEPARTMENT OF INCOME TAX for escalation as per need/requirements.

- 5.7 The Standard of Service will be maintained as per TRAI Guidelines.

- 5.8 The initial period of 3 months from the date of signing of this agreement will be treated as a SLA Prove-in period and after that period the provisions of SLA will actually come into force.



Annexure-C

Tariff To Department of Income Tax

| A Mobile | | | | Charges |
|----------|---------------------------------------|------------------------------------|----------------|-------------------------------|
| | | | | To be paid by ITD in lump-sum |
| 1.1 | Fixed Monthly Charge | | Nil | |
| 1.2 | Free Usage per month | | 400 min | |
| 2 | Call Charges | | | |
| 2.1.1 | Within LSA | BSNL /MTNL To BSNL/MTNL all India | Nil | |
| 2.1.2 | Within LSA | BSNL/ MTNL To other all India | | |
| | | Local | .01 per sec | |
| | | STD | .012 per Sec | |
| 2.2 | Roaming | | | |
| 2.2.1 | Fixed Charges | | Nil | |
| 2.2.2 | Incoming Calls | From BSNL/MTNL Network | Nil | |
| | | From others Network | 0.60/60sec | |
| 2.2.3 | Outgoing Calls | To BSNL/MTNL Network | Nil | |
| | | To others Network | 1.0/60Sec | |
| 3 | SMS Charges | | | |
| 3.1 | P2P Within LSA | BSNL/MTNL To BSNL / MTNL all India | Nil | |
| | | BSNL/MTNL To other all India | 0.40/SMS | |
| 3.2 | P2P Roaming | BSNL/MTNL To BSNL/MTNL all India | Nil | |
| | | BSNL/MTNL To other all India | 0.80/SMS | |
| 3.3 | Non P2P | | 2/SMS | |
| 3.4 | Premium Non P2P | | As per vendor | |
| 3.5 | International SMS | | 5/SMS | |
| 4 | GPRS | | | |
| 4.1 | Fixed Charges | | Nil | |
| 4.2 | Free Uasge | | 1Gb | |
| 4.3 | Charges beyong Free Usage | | 0.05/10kb | |
| 5 | ISD charges and International Roaming | | Normal Charges | |

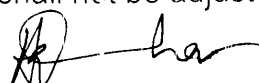
[Handwritten Signature]

[Handwritten mark]

| | | | | | |
|----------|-------------------|---------------------------|------------------------------------|-------------------------|-------------------------------|
| B | Landline | | | Charges | |
| | 1.1 | Fixed Monthly Charges | | Nil | To be paid by ITD in lump-sum |
| | 1.2 | Free Usage per month | | 300 MCU | |
| | 1.3.1 | Call Charges | BSNL/MTNL To BSNL / MTNL all India | Nil | |
| | | | BSNL/MTNL To other all India | 1/MCU | |
| C | Broadband | | | Charges | |
| | 1.1 | Fixed Monthly Charges | | Nil | To be paid by ITD in lump-sum |
| | 1.2 | Free Usage per month | | Home unlimited | |
| D | Data Card | | | Charges | |
| | 1.1 | Fixed Monthly Charges | | Nil | To be paid by ITD in lump-sum |
| | 1.2 | Free Usage per month | | 5Gb | |
| | 1.3 | Charges beyond free usage | | 0.05/10kb | |
| E | BlackBerry | | | Charges | |
| | 1.1 | Fixed Monthly Charges | | Nil | To be paid by ITD in lump sum |
| | 1.2 | Free Usage per month | | As per plan 999 of BSNL | |

Note:

1. All charges are in Indian Rupees
2. Charges are exclusive of Taxes. Taxes as applicable shall be extra
3. All the connections would be provided barred ISD and international roaming. However, ISD and/or international roaming may be provided on any connection provisioned under this agreement on written request from nodal officer or officer not below the rank of commissioner income Tax in the area where officer/official is posted . Also free MCUs/Min shall not be adjusted against ISD usage.



4. Fixed Monthly Charges are to be paid by ITD centrally at Delhi in lump sum in two instalments in a year by 25th July and 25th January in each financial year as per letter number FTS(R)-837246/2010-Com (Coord.) DT dated 26th Aug, 2010.
5. Charges beyond free usage as above shall be payable by individual officer or ITD on behalf of officer. In case no payment is made, the services will be disconnected for the said number, but it will have no effect on lump-sum payment payable to BSNL / MTNL.
6. Per MCU pulse rates are subject to change without any notice at the discretion of BSNL / MTNL. Normally these rates are available on website. Currently pulse rates for landlines applicable in BSNL license areas are as under:

| MCU Pulse rate (in seconds) for Landline connections | | | | |
|---|---|---|---|---|
| Particular | BSNL Network | | Other Network | |
| | Fixed /WLL (except 10 digit numbers) | Cellular /WLL (10 digit numbers) | Fixed /WLL (except 10 digit numbers) | Cellular /WLL (10 digit numbers) |
| Local and Intra circle calls | | | | |
| Local | 180 | 120 | 180 | 60 |
| 0-50 Kms | 180 | 120 | 180 | 60 |
| > 50 kms | 180 | 120 | 180 | 60 |
| Inter Circle calls | | | | |
| upto 50 kms | 180 | 60 | 180 | 60 |
| > 50 kms | 180 | 60 | 180 | 60 |

[Handwritten signature]

[Handwritten mark]

