

RESPONSE BY SITI CABLE NETWORK LIMITED

With reference to

THE DRAFT CONSULTATION PAPER ON DRAFT MODEL AND STANDARD INTERCONNECTION AGREEMENTS BETWEEN MULTI SYSTEM OPERATOR (MSO) AND LOCAL CABLE OPERATOR (LCO) FOR OFFERING CABLE TV SERVICES THROUGH DIGITAL ADDRESSABLE SYSTEMS (DAS)

At the outset, we welcome the consultation paper floated by the Authority wherein the Authority intends to have a model and standard Interconnection Agreement between Multi Systems Operators (MSO) and Local Cable Operators (LCO).

In this regard we would like to submit our points on relevant points of Model and Standard Interconnect Agreement as follows;

3.1 (i) - The default cannot be allowed to continue any further and 21 days further notice is not required in case of continued breach. In case of material breach 21 day's notice should be sufficient.

4.2 & 4.3 – It should be the responsibility of LCO to return the boxes of MSO installed with subscribers at his network as MSO will not be able to recover those boxes directly from the subscribers. The boxes are being installed at the subscriber premises by LCO only and he should be made accountable and liable for recovery of the boxes from the subscribers along with other assets of MSO installed in his network.

8.5 - The MSOs should be allowed a period of 7 days instead of 3 days for generation of bills after the end of the billing cycle.

8.6 – The access of SMS can be immediately withdrawn by the MSO in case of breach of regulations/interconnect agreement by the LCO.

8.7 & 8.9 – This clause is objectionable and purpose of inserting this clause in the Interconnect Agreement is not understood. How can MSO cause violation of LCOs trade mark of copyrights? This clause should be removed from the model agreement.

9.1 – Alternatively if authorised by MSO, LCO shall keep them in his safe custody and shall return one copy of SAF to the Subscriber after affixing its stamp on the SAF. He shall produce true, accurate and/ or original, copies/information of SAF and other documents immediately upon demand of MSO/any other Statutory Authority.

9.11 – LCO should not replace the boxes of MSO with boxes of any other service provider without following the process of law.

10.9 - Issue of Unique Identification Number (UIN) for the applicant within 24 hours.

Following should be added in this clause

a. The LCO shall book the orders and enrol the Subscribers by procuring KYC documents and collect the duly signed Subscription Application Form (SAF) [in duplicate] together with the requisite documents, from the Subscribers and to keep them in his safe custody and shall return one copy of SAF to the Subscriber after affixing its stamp on the SAF. He shall produce true, accurate and/ or original, copies/information of these documents immediately upon demand of MSO.

b. Within 48 hours of booking the order, the LCO shall upload all the requisite information of Subscribers on the Subscriber Management System of MSO using his login details and thereafter shall install and activate the STB provided to the Subscriber at his (Subscriber) premises

c. The LCO shall be obliged to take back the possession of STB from the Subscribers on expiry/termination of Agreement with them (Subscribers) and on the instructions of MSO

10.20 Delivery of system generated itemized bills to subscribers

Following should be added in this clause

- a. The MSO shall generate Bills/Invoices on Subscriber Management System (to be delivered to the Subscribers) within 7 days after the end of billing cycle.
- b. The LCO shall take print outs of Subscriber’s bills/invoices from SMS using his login details and distribute/issue all such Bills/invoices to the respective Subscribers on or before 7th day of the date of the invoice
- c. The LCO shall collect activation charges, subscription fee (as fixed by MSO) applicable taxes, rental amount of STB and/or any other charges due from Subscribers on or before 15th days of the date of the invoice
- d. deposit all payments received from subscribers to MSO in bank account of MSO on or before 24 hours of such collection from the Subscribers.
- e. Provide receipts for all the payment received from each Subscriber as generated
- f. In addition to uploading/submitting the subscriber-wise details of monthly subscription fee (including taxes) and all amount collected/to be collected by the LCO on SMS using his login details and shall also provide hard copy of the said report to the MSO in every fortnight

12.3 – This point irrelevant and not required as this exercise is not required. If collection details of subscriber are updated on the SMS then details of non-paying subscriber can be easily taken out from the system.

13.1 – Without....., the MSO or the LCO shall have the right:-

should be replaced with

Without....., the MSO or the LCO (the non-defaulting party) shall have the right:-

13.2 Upon....., the LCO or the MSO shall be liable to deposit forthwith all sums payable by it to the MSO or the LCO, as the case may be.

should be replace with

Upon....., the LCO or the MSO (the defaulting party) shall be liable to deposit forthwith all sums payable by it to the MSO or the LCO (the non-defaulting party), as the case may be.

14.6 This clause is objected to and is not required. This is an Interconnect Agreement between MSO and LCO and Illrd party issues should not be part of this Agreement. As in the case of MSO deciding to transfer its interest in the business, it will not be possible or practical to take No Objection from all the LCOs.

18.1 Failure on the part of the MSO.....war like situation, or enactment of any law or rules and regulation made by the Authorities or any circumstances.....

should be replaced with

Failure on the part of the MSO.....war like situation, failure of signals or enactment of any law or rules and regulation made by the Judicial/Administrative/Regulatory Authorities or any circumstances.....

19.1 Notices sent by Email and First Class Couriers should be inserted.