AGREEMENT

for
O&M of OFC Network, FLM of equipment at GP
& provision of Wi-Fi APs
under BharatNet Phase – I

AMONGST
Universal Service Obligation Fund, Department of Telecommunications,
Government of India (USOF)
Bharat Broadband Network Limited (BBNL)
and
CSC e-Governance Services India Limited (CSC)

Agreement No. 30-166/2019-BB-USOF(O&M)  Dated 15th July 2019

Total Pages 16

Government of India
Ministry of Communications
Department of Telecommunications
Universal Service Obligation Fund (USOF)
Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, India
AGREEMENT

AMONGST

<table>
<thead>
<tr>
<th>(i) Universal Service Obligation Fund (USOF), Department of Telecommunications (DoT), Government of India</th>
</tr>
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<tbody>
<tr>
<td>(ii) Bharat Broadband Network Limited (BBNL)</td>
</tr>
<tr>
<td>(iii) CSC e-Governance Services India Limited</td>
</tr>
</tbody>
</table>

Agreement No. 30-166/2019-BB-USOF(O&M)  Dated 15th July 2019

This Agreement is made on this 15th day of July 2019 amongst

THE PRESIDENT OF INDIA acting through the Joint Administrator (Tech. & Admn.), Universal Service Obligation Fund (USOF), Department of Telecommunications (DoT) which is under the administrative control of Ministry of Communications having its office at Sanchar Bhawan, Ashoka Road, Delhi – 110001 (hereinafter referred to as “USOF, DoT or USOF” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Party:

AND

Bharat Broadband Network Limited, a Government Company incorporated under the provisions of the Companies Act. 1956 / 2013 as amended from time-to-time acting through its CMD and having its registered office at Room No. 306, BBNL Office Block No. 1, 3rd Floor, East Kidwai Nagar, New Delhi (hereinafter referred to as “BBNL” which expression shall, unless repugnant to the context or meaning thereof, include its Authorized Signatory, successors and assigns) of the Second Party:

AND

CSC e-Governance Services India Limited a Public Company registered under the companies act 1956, with Government having a single share giving it 51% voting rights, and with Secretary, MeitY as its Chairman, and having its registered office at Electronics Niketan, 4th Floor, DIT, Programme Management Unit, 6 CGO Complex, Lodhi Road, New Delhi – 110003, acting through its CEO Shri Dinesh Tyagi, the authorized signatory (hereinafter called the Universal Service Provider or “CSC” which expression shall, unless repugnant to the context, include its authorised signatory, successors and assigns) of the Third Party.

Definitions:

(a) “Administrator” means the Administrator of Universal Service Obligation Fund (USOF), Department of Telecommunications (DoT) appointed by Government of India;

(b) “BharatNet Project” means a Project of DoT Government of India (GOI) for provisioning of broadband connectivity to all Gram Panchayats;

(c) “Bharat Broadband Network Limited (BBNL)” means a Special Purpose Vehicle (SPV) under Department of Telecommunications, Government of India which is responsible for executing the BharatNet Project;

(d) “CAPEX” means Capital cost of the provision of Wi-Fi APs in each Gram Panchayat;
(e) “FLM” means the first line maintenance of the BharatNet equipment installed in the GP;

(f) “Gram Panchayat” means the identified GP under the BharatNet project where the equipment is installed for provision of broadband services;

(g) “Handover” means transfer of GPON equipment’s & accessories to CSC by BBNL (or through BSNL) along with necessary documents. For the purpose of O&M of OF Network and FLM, and the payment thereof, the date of handover will be 1.7.2019.

(h) “Incremental Fiber” means the OFC including the splitters, joints, etc. laid from the FPOI to GP;

(i) “Agreement” means this Agreement containing the Terms & Conditions set forth & agreed therein, including all other documents expressly annexed thereto or incorporated therein and the instructions, clarifications and the modifications/amendments issued thereunder by USOF;

(j) “Network Operations Centre (NOC)” means one or more locations from which network monitoring and control or network management, is exercised over a set of computer(s), telecommunication and/or satellite network devices;

(k) “Nodal Officer” means CEO of CSC or its authorised signatory or duly authorised nodal officer nominated by the CSC to act as a coordinator for the purpose of this Project;

(l) “OFC” means Optical Fibre Cable;

(m) “OPEX” means cost to be incurred on operations & maintenance and management of the Wifi APs;

(n) “O&M’ means operation and maintenance of the incremental OF network created under BharatNet and includes cost of replacement/repair of any existing or future faults/damages.

(o) “Parties” means USOF (DoT), BBNL, and CSC;

(p) “State” means a State(s) of India;

(q) “Third Party Agency (TPA)” means a third party that is assigned the task of inspection, verification and certification of the completion of work for wifi APs on sample basis in each state;

(r) “Universal Service Obligation Fund (USOF)” means funds established under Indian Telegraph (amendment), ACT 2003, Indian Telegraph (amendment), ACT 2006 and Administered in accordance with the rules framed thereunder. USOF is funding the creation, Operations & Maintenance of BharatNet Project;
Note:

1. Words in singular shall include the plural and vice-versa where the contexts so desires.
2. Clause headings are inserted for ease of reference only and shall be ignored in interpreting the terms of this Agreement

**Abbreviations used in the Agreement**

<table>
<thead>
<tr>
<th>Expression</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;FLM&quot;</td>
<td>First Line Maintenance</td>
</tr>
<tr>
<td>&quot;BBNL&quot;</td>
<td>Bharat Broadband Network Limited</td>
</tr>
<tr>
<td>&quot;CSC-SPV&quot; or CSC</td>
<td>CSC e-Governance Services India Limited</td>
</tr>
<tr>
<td>&quot;O&amp;M&quot;</td>
<td>Operation and maintenance</td>
</tr>
<tr>
<td>&quot;GP&quot;</td>
<td>Gram Panchayat</td>
</tr>
<tr>
<td>&quot;AP&quot;</td>
<td>Access Point</td>
</tr>
<tr>
<td>&quot;FPON&quot;</td>
<td>Fibre Point of Interconnect</td>
</tr>
<tr>
<td>OLT</td>
<td>Optical Line Terminal</td>
</tr>
<tr>
<td>ONT</td>
<td>Optical Network Terminal</td>
</tr>
<tr>
<td>GPON</td>
<td>Gigabyte Passive Optical Network</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Agency</td>
</tr>
<tr>
<td>PSP</td>
<td>Private Service Partner</td>
</tr>
<tr>
<td>TSP</td>
<td>Telecom Service Provider</td>
</tr>
</tbody>
</table>

WHEREAS the Government of India has approved on 19.7.2017 a modified implementation strategy for BharatNet to provide broadband connectivity to all GPs (approximately 250000)

WHEREAS the approval of the modified implementation strategy inter-alia involves maintenance of the network comprising of OF cable laid and first line maintenance, and the utilisation of the network through the provision of public Wi-Fi access points or any other broadband technology at each of the GPs and any other related activities of Phase-I and Phase-II of the BharatNet project;

WHEREAS the asset(s) created under BharatNet project shall be the National Asset(s) and access shall be available on non-discriminatory basis to the Service Providers and by virtue of which is part of this agreement.

WHEREAS the Digital Communications Commission had approved provision of two public Wi-Fi APs through CSC in 25000 GPs of UP, 3243 GPs of HP, and two APs under Wi-Fi chaupal in 5000 GPs in various states, and two public Wi-Fi access points in 10000 GPs of Rajasthan through Government of Rajasthan.

WHEREAS the Digital Communications Commission in its meeting held on 13.6.2019, has approved the proposal of CSC for O&M of incremental OF cable network, FLM of BharatNet equipment in GPs, and the provision of 2 Wi-Fi access points in the remaining GPs of BharatNet Phase-I on nomination basis.

WHEREAS USOF has issued a Letter of Intent (LOI) to CSC-SPV for the above works.

[Signatures]
NOW THIS AGREEMENT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO as follows:

1. Agreement is signed for the implementation of the Project by CSC in letter and spirit.

2. Integral Features of the assignments to CSC/CSC-SPV under the agreement shall be as under:
   2.1. The date of commencement of the work in this project shall be 1st July 2019.
   2.2. The entire work of APs commissioning is targeted to be completed by 31st March 2020.
   2.3. The SLA for incremental cable will be applicable from 1.1.2020.
   2.4. The penalties for non-execution of work, not meeting the SLA, for not carrying out the O&M or FLM, for non-working of Wi-Fi APs, etc will be finalised separately by the Steering Committee. Penalties as and when decided by the Steering Committee will be part of this agreement after approval of the Competent Authority.
   2.5. The asset(s) created under BharatNet Phase-I are National Asset(s) fully owned by the Government of India and CSC has to provide non-discriminatory access to other service providers.
   2.6. The CSC shall be responsible for complete maintenance of the incremental OFC network of Phase-I, FLM of the BharatNet Phase-I equipment and its accessories in GPs, custodianship of the BharatNet Phase-I equipment and its accessories in GPs, and utilization of the BharatNet Phase-I through Wi-Fi APs and any other related activities pertaining to the network, if any as per the approved proposal.
   2.7. The replacement of the network elements if any shall be of the same or similar quality as already installed.
   2.8. The First line maintenance or FLM envisages the following activities to be performed by CSC:
       2.8.1. Custodianship of equipment and supporting infrastructure of BharatNet installed at GP including GPON, Wi-Fi, Solar Panel, UPS, Battery, etc.
       2.8.2. Shifting of equipment to CSC premises (where required by CSC), up-keeping and maintaining them – no charge will be paid for shifting the equipment. This will be done with intimation to GP and after making suitable record.
       2.8.3. Safeguarding and up keeping of equipment and its supporting infrastructure at GPs:
             2.8.3.1. Wiring of network
             2.8.3.2. Replenishment of Consumables.
             2.8.3.3. Replacement of battery and repair of UPS under warranty/AMC.
             2.8.3.4. Raising the tickets for alarms and escalating the matter for second line maintenance by BSNL of backhaul network and equipment suppliers.
   2.9. The Operation and Maintenance of the OFC of the project includes attending to the OFC network on as is where is basis and rectifying any existing faults in the incremental OFC from FPOI to GPs to provide end-to-end connectivity.
   2.9.1. CSC to provide the maintenance of incremental OFC from FPOI to GP;
   2.9.2. CSC to provide signage on OFC routes.
   2.9.3. CSC to provide SLA based O&M for the incremental fibre cable network of BharatNet Phase-I. SLA shall be outcome based details of which shall be finalised by USOF and mutually agreed by CSC, when notified it shall be integral part of this agreement.
   2.9.4. CSC to capture the Lat-Longs of all OFC network elements on best effort basis.
   2.9.5. CSC to carry out inventory management of the assets of BharatNet Phase-I. However, BBNL shall continue to capitalize the assets of BharatNet project.
2.10. CSC would undertake the responsibilities to maintain and upkeep the infrastructure created under BharatNet Phase-I and shall handover to USOF in good working conditions as and when required to transfer it to PSPs under PPP model. Accordingly, the payment for O&M of OFC and the FLM shall be restricted till the day of handover of the network and assets to PSPs.

2.11. CSC shall handover, the existing network comprising of all active and passive elements upon assignment of the work to PSP under PPP model in good working condition.

2.12. The technical specifications of the Wi-Fi APs shall be in accordance with the BBNL Tender vide No. BBNL/MM/2018/Last Mile Access/002 dated 22/06/2018.

2.13. The important parameters of the public Wi-Fi APs are as under:

2.13.1. CSC will be paid Rs. 80,000 per AP i.e. Rs. 1.6 Lakh for 2 APs at each GP which includes installation, commissioning and service provisioning along with 5 years of operation and maintenance of AP.

2.13.2. This is outcome-based utilization model of BharatNet which primarily focus on providing broadband connectivity from the APs.

2.13.3. This is VGF model with full CAPEX and zero OPEX for wifi APs as CSC will not be paid any amount for OPEX for wifi APs but has to generate its own revenues.

2.13.4. The ownership of the APs after the period of 5 years shall lies with CSC.

2.13.5. The integration of the network elements with BBNL central NOC is mandatory including the linking of CSC NMS with the BBNL NMS.

2.13.6. Quality Assurance of materials procured for the project is to be carried out by CSC;

2.13.7. Inspection, validation, certification and acceptance testing of Wi-Fi APs under this agreement shall be carried out by Third Party Agency (TPA) on sample basis in each state, appointed by USOF.

2.13.8. CSC shall ensure the Quality of Service (QoS) as mandated by TRAI

3. Details of work assigned to CSC under this agreement

<table>
<thead>
<tr>
<th>Sl</th>
<th>Item</th>
<th>Rate</th>
<th>Indicative Quantity #</th>
<th>Amount (Rs. Cr)</th>
<th>*Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FLM</td>
<td>Rs 690/GP/Month</td>
<td>1.25 Lakh GPs</td>
<td>103.50</td>
<td>One Year</td>
</tr>
<tr>
<td>2</td>
<td>OFC O&amp;M</td>
<td>Rs 800/KM/Month</td>
<td>1.25 Lakh GPs*3KM=3.75 Lakh KM</td>
<td>360.00</td>
<td>One Year</td>
</tr>
<tr>
<td>3</td>
<td>Wi-Fi Aps</td>
<td>Rs. 1,60,000/- per GP OR Rs.80,000/- per AP</td>
<td>90,000 GPs OR 180,000 APs</td>
<td>1440.00</td>
<td>Five Years</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>1903.50</td>
<td></td>
</tr>
</tbody>
</table>

Table: 1

# Indicative; based on actual there may be variation, which will be communicated by BBNL within 30 days of the signing of this agreement. Any increase/decrease subsequently will also be periodically communicated by BBNL to CSC and vice versa.

[Signature]
Note-1: The funding of any existing Wi-Fi AP through any USOF funded project or a state government funded project will not be claimed by CSC, and is not part of this agreement.

*Note-2: The costs for O&M & FLM are calculated for one (1) year. However, these may be extended further at the same cost depending upon the performance and need of the project. Similarly, the period of these may be curtailed based on selection of PSP under PPP model.

Note-3: The amounts are exclusive of applicable taxes and levies, if any which will be paid at actuals.

4. Payment Terms to CSC
   4.1. The terms of payment for O&M and FLM will be as under:
       4.1.1. 20% of the annual amount will be paid as quarterly in advance to be released by respective state CCA offices (being DMA)
       4.1.2. The first quarter will be based on indicative quantity wef 1.7.2019 and will be released by USOF HQ.
       4.1.3. The second quarter onwards will be based on actual quantities (GPs / Kms).
       4.1.4. The balance 20% of the annual amount due to CSC will be paid after completion of work after all adjustments and satisfying complaints etc.
   4.2. The terms of Payment for Wi-Fi APs will be as under:

<table>
<thead>
<tr>
<th>Release of Funds</th>
<th>% of Capex</th>
<th>No. of Wi-Fi sites</th>
<th>Paying Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Instalment</td>
<td>30</td>
<td>Mobilization Advance on basic capex (excluding taxes) circle-wise based on indicative quantities</td>
<td>USOF Headquarters</td>
</tr>
<tr>
<td>2nd Instalment</td>
<td>30</td>
<td>After commissioning of sites in 50% of each circle &amp; submission of utilization certificate (UC) for the mobilization advance based on actual quantity.</td>
<td>Respective state CCA offices</td>
</tr>
<tr>
<td>3rd Instalment</td>
<td>20</td>
<td>After commissioning of sites in 80% of each circle &amp; submission of utilization certificate (UC) for the 2nd instalment based on actual quantity</td>
<td>Respective state CCA offices</td>
</tr>
<tr>
<td>4th Instalment</td>
<td>20</td>
<td>After commissioning of sites in 100% of each circle and submission of UC for the 3rd instalment, work done certificate and submission of impact assessment study report.</td>
<td>Respective state CCA offices</td>
</tr>
</tbody>
</table>

Table: 2

Note 1: Payments of 2nd, 3rd and 4th Instalments to CSC shall be released only after certification of commencement of services through Wi-Fi APs and Implementation Milestones duly certified by the TPA (where appointed);

Note 2: All parties shall adhere to Tax Compliance of the Government. Applicable taxes, if any would be paid on actuals. The amounts towards Wi-Fi APs are in the nature of grant / subsidy, and the appropriate tax compliance is to be ensured by CSC.

5. Monitoring Mechanism

The progress of the Project shall be monitored through the tool(s) and the format(s) decided/provided by USOF. CSC shall be free to deploy an IT tool for monitoring of the work, but
the access to the same shall be provided by the CSC to USOF/BBNL/DMA. The progress reports shall be issued every month or as required by DoT/USOF from the CSC and BBNL. Reports shall include such schedules, charts and drawings as required by DoT/USOF, considering necessity for adequately monitoring the work. The reports shall be made available to DoT/USOF/BBNL at least five working days prior to scheduled progress review meeting. The CSC shall provide necessary data / progress reports / funds utilization reports or any other reports whenever required by DoT/USOF/BBNL.

The CSC shall be required to provide a 30-day Look Ahead schedule with monthly progress report to DoT/USOF/BBNL.

Roles and Responsibilities of the Parties to the agreement are defined below:

6. **CSC e-Governance Services India Limited (CSC)**

6.1. CSC shall be solely responsible for carryout the work as envisaged in this agreement.

6.2. As regards certain percentage of equity by CSC to USOF or its nominee in its company which will enable USOF or its nominee to send one nominee director in the board of CSC, will be taken up by DOT directly with MEITY.

6.3. CSC shall designate a nodal officer state wise to coordinate with USOF/BBNL/DMA for implementation of the work.

6.4. CSC shall arrange for requisite space, power and access at GPs for installation of equipment and/or shifting and custodianship of equipment at its own cost.

6.5. CSC shall intimate the lat-long and address of the new custodian, in case of shifting of ONT to a new location.

6.6. CSC shall abide by the provisions contained in various policies as notified by Government of India from time to time.

6.7. CSC shall carry out the work of both preventive and corrective maintenance under O&M and FLM as under:

6.7.1. **Preventive Maintenance under FLM**

6.7.1.1. Regular check and cleaning of solar panels & battery terminals.

6.7.1.2. Monitoring and reporting of LED alarm indications of ONT.

6.7.1.3. Monitoring Power supply, battery backup and desired operation mode.

6.7.1.4. Monitoring and up keep of cables and connections

6.7.1.5. Maintain basic hygiene and protection of equipment (on best effort basis)

6.7.1.6. Timely reporting of faults to the concerned team and BBNL

6.7.1.7. Follow up and closure of the raised faults through NMS

6.7.1.8. Use the NMS for better troubleshooting of faults and escalation purpose.

6.7.1.9. Any other work assigned related to ONT/GPON maintenance by NOC BBNL

6.7.2. **Preventive maintenance under O&M**

6.7.2.1. Regular liaising with various civic authorities like: Municipality, Forest, NHAI departments, Municipal corporations, irrigation department, urban development authorities, Electricity Authority, other Telecom operators, or any other agencies responsible for any kind of digging / construction activities to prevent damage to OFC laid in the BharatNet project.

6.7.2.2. To escalate to BBNL in case the digging agency does not cooperate.
6.7.3. Corrective maintenance under O&M

6.7.3.1. Fibre Maintenance shall cover all types of routine faults and OFC damaged by any of the civic or any other agencies.

6.7.3.2. In case of major damages or loss of OFC exceeding 500 meters in each case, CSC will refer the same to a joint committee to be formed by USOF.

6.7.3.3. Fault Localization

6.7.3.4. Repair of fibre cuts: Excavation, identification of OFC cable, pulling of cable from both ends, construction of jointing pits, splicing of OFC, back filling of trench & jointing-pit shall be taken up as per the standard procedure

6.7.3.5. Temporary restoration of the fibres with information to BBNL Field units/ NOC in case the site condition is not favourable for the immediate rectification of the fault. To carry out permanent restoration within 24 hrs from time of OFC fault/cut after the conditions do not remain unfavourable.

6.7.3.6. Attending link loss

6.7.3.7. Putting markers on fibre routes and updating GIS mapping records on best effort basis.

6.7.3.8. Interaction with BBNL NOC and field unit for getting trouble tickets, closing TTs or escalating TTs as the case may be.

6.7.3.9. Coordination and follow-up with BBNL/BSNL in case of fibre fault in the existing fibre and also ensuring to log-in the complaint in the NMS system.

6.7.3.10. Submission of quarterly reports in a template decided by USOF.

6.8. CSC shall follow the following maintenance procedure:

6.8.1. Preliminary Fault Reports will be issued by BBNL's Network Operations Centre (NOC) to the CSC-SPV through SMS / email / Mobile App / any other electronic media, whenever a service outage incident occurs. Mobile devices are to be provided by the appointed agency to its engaged manpower. The issue of a preliminary fault report will be taken as the starting point, from which maintenance performance will be measured.

6.8.2. The CSC-SPV will arrange to acknowledge receipt of preliminary fault report within an hour during Gram Panchayat working Hours or by 10 am the next working day by communicating with BBNL’s Helpdesk.

6.8.3. Localizing and Diagnosing Fault: will localize and diagnose faults (as fault with ONT) within no more than two hours of the preliminary fault report for service outage event being issued.

6.8.4. The designated person (of CSC-SPV) at GP will send a message to BBNL or Block- Field Technician via SMS, phone call, email, Mobile App, WhatsApp or any other electronic media, notifying it of diagnosis/ progress of the fault rectification.

6.8.5. In case, designated person is unable to restore the problem, he may file and escalate it to Block- Field Technician.

6.8.6. Shall file a main report on the BBNL Portal as soon as Internet connectivity is restored.

6.9. The CSC shall be responsible for the utilization of network including installation and commissioning of 2 Wi-Fi APs at each GP.

6.10. The CSC shall ensure that non-discriminatory access is provided to any service providers for service delivery.

6.11. The CSC shall ensure integration of its NMS with BBNL central NOC at its own cost

6.12. The CSC may deploy an IT tool for real-time monitoring of the project and provide access to DoT/USOF/BBNL/DMCA.

6.13. The CSC shall ensure to provide access (physical and remote) of project management and monitoring tool to DoT/USOF/BBNL/DMCA

[Signature]
6.14. The CSC shall ensure to provide access to the representatives of DoT/USOF/BBNL/DMA to BharatNet asset(s) and Wi-Fi APs as and when required.

6.15. The CSC shall ensure all reports of physical progress of the Project in the format prescribed by DoT/USOF/DMA.

6.16. The CSC shall setup a NMS/NOC and ensure network management, operations and monitoring which shall be further integrated with centralized Network Operating Centre (NOC) of BBNL.

6.17. The CSC shall share the Business plan for utilization of the network.

6.18. The CSC shall adhere to the work timelines which are of utmost importance. USOF shall reserve the right to take over the work, in case of the work milestones are delayed by over 60 days of its agreed time. In this regard, the decision of Steering Committee shall be final and binding and the CSC has to adhere to it.

6.19. The CSC shall make provision for identification of appropriate network termination locations within GPs.

6.20. The CSC shall ensure access to the TPA to carry out the inspection, verification and certification of each milestone of the Project. The TPA shall submit various reports and certificates to the USOF/DMA.

6.21. CSC shall handover back in good working condition the existing network for assignment of the work to PSP under PPP model. As far as the Wi-Fi is concerned, CSC will continue to provide service at the last mile, as envisaged in this agreement, even after PSPs takeover the network as CSC may obtain the bandwidth from the PSPs at the GP level.

6.22. CSC-SPV shall ensure proper security of the Wi-Fi network to avoid any misuse or exploitation of the Wi-Fi services for illegal activation from the cyber security perspective.

6.23. CSC-SPV shall inform the average active user base on regular basis as per definition of active user to be specified by BBNL.

6.24. CSC-SPV shall carry out the physical provisioning at GPs as per the instructions of USOF/BBNL on the subject.

6.25. CSC shall ensure that in procurement of equipment for provisioning of Wifi APs is in accordance with the PMA policy of the Government of India for providing preference to domestically manufactured electronic products in procurement.

6.26. CSC shall pay to BBNL for any BharatNet Bandwidth, etc., for provision of Wifi APs at 50% of the applicable tariff for first 6 months. During which time, DOT/USOF will finalise the tariff applicable to all service providers including CSC.

7. **Bharat Broadband Network limited (BBNL)**

7.1. BBNL shall facilitate the shifting of GPON location to another alternate location.

7.2. BBNL shall provide the details of the incremental OF network (RID/kms) both GP wise and block-wise, the ABD of the network elements, the location of GPs (with lat-long), the location of FPOI (with Lat-Long), OLT, the survey reports, AT reports, commissioning reports, PON Diagram etc. within 3 months.

7.3. BBNL shall ensure handover of equipment, etc at GP level, (including assigning OF network for O&M activities) to CSC to enable it to carry out its work smoothly.

7.4. BBNL shall facilitate access to CSC representatives at OLT locations at BSNL exchanges for maintenance of network.

7.5. BBNL shall provide the APIs for its NMS for integration of CSC NMS with BBNL NMS.
7.6.  BBNL shall be overall responsible for capitalisation of the BharatNet Phase-I assets and their monitoring, supervision and utilisation.
7.7.  BBNL shall ensure AMC with equipment vendors of GPON equipment used in Phase-I, for second line maintenance. BBNL shall share the contact details of the GPON equipment suppliers to CSC.
7.8.  BBNL shall ensure access and user rights of BBNLs NMS, GIS, and Mobile App to CSC or its authorized personnel.
7.9.  BBNL shall ensure billing of BharatNet bandwidth/dark fibers to CSC and other parties as per the applicable tariff.
7.10. BBNL shall ensure O&M, custody, and access of OLTs kept in BSNL exchanges. It shall also make arrangements for sharing the BSNL fibre cables for service provisioning by CSC.
7.11. BBNL shall submit periodic reports to USOF/D.O.T. in template and periodicity decided by USOF.
7.12. BBNL shall ensure connectivity from FPOI to Block headquarter
7.13. BBNL to provide component wise uptime reports as generated from its NOC on a monthly basis to USOF.

8. Universal Service Obligation Fund (USOF) / Designated Monitoring Authority (DMA)
   8.1. USOF / DMA shall monitor and review the implementation of the work under this agreement.
   8.2. USOF / DMA shall provide funds to the CSC State as per the matrix defined in para 4 above.
   8.3. USOF / DMA shall monitor the fund disbursement and its utilization.
   8.4. USOF shall have the right to appoint a TPA. The TPA shall randomly inspect, verify and certify the progress and completion of the work of wifi APs on sample basis in each state. The TPA shall submit reports to DoT/USOF.

9. Project Governance Structure:
   Following Committee shall ensure monitoring/steering of the O&M, and utilization of BharatNet project under this agreement:

   9.1. Steering Committee at USOF: chaired by Administrator USOF, Additional Administrator (F), concerned DDsG and Director(s) of USOF from Finance and Technical Wing, CMD BBNL, CSC-SPV CEO/VP, and other stakeholders/agencies co-opted/ invited as members. JA(T&A), USOF will be convenor. Minutes of the minutes and subsequent ATN shall be submitted to Administrator, USOF every month.

   9.2. Committee at State level: chaired by Principle Secretary (IT/DST) of the State Government and DMA (CCAs), CSC-SPV State Head, BBNL State Head, and all other agencies/stakeholders related to BharatNet project as members. CSC State Head shall be the convenor. Minutes of the minutes and subsequent ATN shall be submitted to USOF wing every month.

   9.3. District level committee: chaired by District Collector, representative of DMA, District incharge CSC-SPV, BBNL PMU in the district, member of DeGS, representatives of Panchayati Raj department in the district, other relevant state govt. departments in the district, and all other agencies/stakeholders related to BharatNet project as members. District Head of CSC shall be the convenor. Minutes of the meeting and subsequent ATNs shall be submitted to DMA of the state.

   [Signatures]
10. Right to Inspect

10.1. USOF/DMA(CCA) shall have the access to all physical and financial records and systems pertaining to the work at all times. All signatories to this agreement shall facilitate the inspection of the project assets by and verification of records/systems by USOF/DMA (CCA) to ensure proper utilization of the funds disbursed.

11. Set off Clause

11.1. In the event any sum of money or claim becomes recoverable from or payable by USOF/BBNL to the CSC against the agreement, such money or claim can be (without restricting any right of set off for counter claim given or employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to USOF/BBNL under this agreement or any other agreement or Contract between the CSC and USOF.

11.2. The aforesaid sum of money, payable to USOF/BBNL shall include any valuable security, which can be converted into money. After exercising the right of set off, a notice shall always be given immediately within seven days.

12. Non-Execution of Project

12.1. In case of non-execution of the work for whatever reason, the advances provided to the CSC shall have to be refunded in full along with interest accrued thereon.

12.2. In case of non-execution of the work in part or failure to complete the work, the CSC shall return the amount towards non-executed portion of the project.

12.3. In case of non-execution covered by para 12.1 & 12.2 above, in case CSC is found to have claimed and received in excess amount over and above due to them, the entire amount in excess shall be recovered along with the interest from the date of disbursement at the Prime Lending Rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest (month for this purpose shall be taken as an English calendar month). No further subsidy shall be disbursed until final adjustment of the excess payment.

12.4. Since the project timelines are of utmost importance, USOF (DoT) reserve the right to take over the project implementation, in case the project milestones get delayed by over 60 days of its agreed timelines for reasons attributable to CSC. In this regard, the decision of the Work Steering Committee under Administrator (USOF) shall be final and binding and CSC has to adhere to it.

12.5. However, any delay on part of BBNL or force majeure will not be considered towards non-execution of the project.

13. Confidentiality

13.1. All parties acknowledge the confidentiality of the information, which may be exchanged among the parties from time to time and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as:

- part of the public domain at the time of disclosure; or
- Required to be disclosed by official authorities in accordance with the applicable laws.
14. Arbitration and Applicable law:

14.1. In the event of dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties.” The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

14.2. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligation under this Agreement without prejudice to final adjustment in accordance with such award.

15. Suspension, Revocation or Termination of agreement

15.1. The Administrator on behalf of President of India reserves the right to suspend the operation of the agreement in whole or in part, at any time, if in the opinion of the Administrator it is necessary or expedient to do so in the public interest or in the interest of the security of the State. However, the Administrator shall not be responsible for any damage, claim or loss caused or arising out of such action. The suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be counted towards period spent under the validity of the agreement.

15.2. The Administrator on behalf of President of India may, without prejudice to any other remedy available for the breach of any conditions of the agreement, by a written notice of 60 calendar days issued to the State at its registered office, terminate the agreement under any of the following circumstances:
   (a) Failure to perform any obligation(s) under the agreement;
   (b) Failing to rectify any defect as may be pointed out by the Administrator;
   (c) Going into liquidation or is ordered to be wound up.

15.3. Wherever considered appropriate, the Administrator may conduct inquiry to determine whether there has been any breach in compliance with the terms and conditions of the agreement by the CSC and upon such inquiry, the State shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type.

15.4. The Administrator on behalf of President of India shall have right to access all project related records, all physical infrastructure created and its related data sets. During the course of implementation, the Administrator shall have the right to issue advisories and other direction, and the SPV shall be obligated to follow such directions/advisories.
16. Withdrawal and Changes
16.1. Withdrawal from work: In the event of the CSC withdrawing from executing the Project, then the CSC should immediately return the unutilized amount released by USOF/BBNL together with the interest accrued thereon as per the applicable norms.
16.2. Change to the work/project: Any changes in the project components, change in the pattern of use of grant-in-aid funds other than as approved by the DCC/DOT/USOF while according final approval to the work would need the prior approval of DCC/DOT/USOF.

17. Intellectual property rights
17.1. DoT/USOF shall own and have equal Intellectual Property Rights with CSC of all the deliverables which shall be developed for this work.

18. Force Majeure
18.1. If at any time, during the continuation of the agreement, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the IP), 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 10 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any claims for damages against the other, in respect of such non-performance or delay in performance; provided further that services under the agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
18.2. No Breach of Agreement: The failure of a Party to fulfil any of its obligations under the agreement shall not be considered to be a breach of, or default under this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this agreement, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.
18.3. Extension of Time: Any period within which a Party shall, pursuant to this agreement complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
18.4. The decision of the Administrator as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final, binding and conclusive.
18.5. It is understood and declared that any strike, lock out or labour dispute or unrest only in the undertaking of the State or the reasonable harshness of the nature due to the terrain or difficulties arising from remoteness of the area or insufficiency of funds will not be treated as an EVENT.
19. Validity

19.1. This agreement shall come into force upon signature by all the parties and shall be valid for period of 6 years (covering the installation phase of 9 months and maintaining the wifi APs for 5 years) unless revoked otherwise.

20. Termination due to Event of Default

Without prejudice to any other right or remedy which USOF/BBNL may have in respect thereof under this agreement, upon the occurrence of an Event of Default by the CSC, USOF/BBNL shall be entitled to terminate this agreement by issuing a Termination Notice to the CSC, provided that before issuing the Termination Notice, USOF/BBNL shall, by a notice in writing, inform the CSC, of its intention to issue the Termination Notice ("Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60(sixty) days from the date of the Preliminary Notice (Cure Period), USOF/BBNL shall be entitled to terminate this agreement by issuing the Termination Notice;

20.1. The following shall apply in respect of cure of any of the defaults and/or breaches of this agreement:

a) The Cure Period provided in this agreement shall not relieve the CSC from liability for damages caused by its breach or default;

b) If the cure of any breach by the CSC requires any reasonable action by the CSC that must be approved by USOF/BBNL hereunder, the applicable Cure Period shall be extended by the period taken by USOF/BBNL to accord the required approval.

20.2. Notwithstanding anything contained in this agreement, the agreement can be terminated under extreme exigency condition by the concerned parties under mutual agreement. In case of war / hostilities, the USOF/BBNL, based on operational requirements towards national security, can suspend the agreement by giving three months’ notice to the CSC and can resume the same at the end of the war / hostilities.

21. Rights of USOF/BBNL on Termination

21.1. In the event of Termination, USOF/BBNL shall be fully authorized to take possession of the assets so created under the project and recall the unutilized amount released under the project along with accrued interest thereon as per the applicable norms.

21.2. Notwithstanding anything to the contrary contained in this agreement, any Termination pursuant to the provisions of this agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract.

22. Integrity Pact

The agreement is covered by the OM No. 007/VGL/396514 dated 28/09/2018 of CVC. Accordingly, an Integrity Pact covering this agreement is attached and has been signed between USOF and CSC.
23. Liabilities and Indemnities

23.1. General Indemnity

i. The CSC shall indemnify, defend and hold USOF/BBNL harmless against any and all proceedings, actions and, third party claims arising out of a breach by CSC of any of its obligations under this agreement.

ii. Without limiting the generality of the aforesaid sub-para of the agreement, the CSC shall fully indemnify, save harmless and defend USOF/BBNL including its officers, agents, subsidiaries, Agencies from and against any and all loss and damages arising out of or with respect to (a) failure of the State/SIA to comply with any laws or permits, (b) payments of taxes relating to the State/SIA’s Contractors, suppliers and representatives income or other taxes required to be paid by the CSC without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services furnished to the CSC or any of its Contractors which are payable by the CSC or any of its Contractors.

23.2. Governing Law and Jurisdiction: This agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts in New Delhi, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

<table>
<thead>
<tr>
<th>SIGNED AND DELIVERED BY</th>
<th>In the presence of</th>
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<tr>
<td>(On behalf of <strong>Universal Service Obligation Fund (USOF), Department of Telecommunications (DoT)</strong>)</td>
<td>Signature:</td>
</tr>
<tr>
<td>Signature: 15/07/2019</td>
<td><strong>Ranjan Singh</strong></td>
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<tr>
<td>Name &amp; Designation: Shri Pankaj Kumar, Joint Administrator (Tech. &amp; Admn.), USOF</td>
<td>Name &amp; Designation:</td>
</tr>
<tr>
<td>Address: Room No. 405, Sanchar Bhawan, DoT</td>
<td><strong>Ranjan Singh</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Asst. Admn.</strong></td>
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<tr>
<td><strong>Signature:</strong></td>
<td><strong>Sanjay Bhawan</strong></td>
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<tr>
<td>(On behalf of <strong>Bharti Broadband Network limited</strong>)</td>
<td>Signature:</td>
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<tr>
<td>Signature: 15/07/2019</td>
<td><strong>Vijay Pratap Singh</strong></td>
</tr>
<tr>
<td>Name &amp; Designation: Sh. Sarvesh Singh, CMD (BBNL)</td>
<td>Name &amp; Designation:</td>
</tr>
<tr>
<td>Address: 3rd Floor, Block-I, East Kidwai Nagar, New Delhi</td>
<td><strong>Vijay Pratap Singh</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>D1L (0) BBNL</strong></td>
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<tr>
<td><strong>Signature:</strong></td>
<td><strong>Eastern Of Kidwai Nagar</strong></td>
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<tr>
<td>(On behalf of <strong>CSC e-Governance Services India Limited</strong>)</td>
<td>Signature:</td>
</tr>
<tr>
<td>Signature: 15/07/2019</td>
<td><strong>Abhishek Singh</strong></td>
</tr>
<tr>
<td>Name &amp; Designation: Sh. Dinesh Tyagi, CEO CSCSPV</td>
<td>Name &amp; Designation:</td>
</tr>
<tr>
<td>Address: Electronics Niketan, 4th Floor, DIT, Programme Management Unit, 6 CGO Complex, Lodhi Road, New Delhi – 110003</td>
<td><strong>Abhishek Singh</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>COO</strong></td>
</tr>
</tbody>
</table>

**Address:** **CSCSPV Office**
**Electronic Niketan**
INTEGRITY PACT

Universal Service Obligation Fund (USOF)
hereinafter referred to as "The Principal".

And

CSC e-Governance Services India Limited (CSC / CSC-SPV)
(hereinafter referred to as "The Bidder/Contractor")

Preamble

The Principal / USOF intends to award, under laid down organizational procedures, contract(s) for Agreement No. 30-166/2019-BB-USOF(O&M) dated 15th July 2019 to CSC. The Principal values full compliance with all relevant laws of the land, rules and regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

The word(s) bidder(s), contractor(s) and Universal Service Provider will have the same meaning.
The word(s) tender includes the process of selection and award of work.
The word(s) contract includes agreement / MOU including any addendum thereto.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution:

   a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract
or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s) before award of the Contract or during execution of the Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on banning of business dealings”.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security/amount paid.

2. If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/amount paid.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.

2. If the Bidder makes any incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Page 2 of 4
Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

3. The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, or Contractor, or Subcontractor or of an employee or a representative or an associate of a Bidder, or Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform to the Chief Vigilance Officer.

Section 8 – Independent External Monitor(s)

1. The Principal appoints competent and credible independent external Monitor for this Pact. The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

2. The Independent External Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He reports to the Administrator USOF.

3. The Bidder(s)/Contractor(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that provided by its contractor. The Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Independent External Monitor sufficient information about all meetings among the Parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The Parties offer to the Independent External Monitor the option to participate in such meetings.

5. As soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact Agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Independent External Monitor can in this regard submit non-binding recommendations. Beyond this, the Independent External Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

6. The Independent External Monitor will submit a written report to the Administrator USOF within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to IEMs in similar cases.

8. If the Independent External Monitor has reported to the Administrator USOF, a substantiated suspicion of an offence under IPC/PC Act, and the Administrator USOF has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word Independent External ‘Monitor’ would include both singular and plural.
Section 9 – Pact Duration

1 This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by Administrator USOF.

Section 10 – Other provisions

1 This Integrity Pact Agreement is subject to Indian laws. The place of performance and jurisdiction is the registered office of the Principal, i.e. New Delhi.

2 Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.

3 If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4 Should one or several provisions of this Integrity Pact Agreement turn out to be invalid, the remainder of this Integrity Pact Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intention.

For & on behalf of the Principal
(Office Seal)

For & on behalf of Bidder/Contractor
(Office Seal)

Place.........................

Date.........................

Witness 1: ............................ (Name & Address)

Witness 2: ............................ (Name & Address)