

No. 30-252-5/2021-USF/Arunachal/Execution
भारत सरकार/GOVT. OF INDIA
संचार मंत्रालय/Ministry of Communications
दूरसंचार विभाग/Department of Telecommunications
सार्वभौमिक सेवा दायित्व निधि/Universal Service Obligation Fund
संचार भवन, नई दिल्ली/ Sanchar Bhawan, New Delhi

Dated: 20/06/2024

To,

M/s Bharti Hexacom Ltd.
Airtel Centre, Plot No, 16,
Udyog Vihar, Phase- IV,
Gurugram, Haryana-122 015.

Subject: Amendment of Agreement No.30-252-5/2020-USF dated 29-10-2021 signed with M/s Bharti Hexacom Ltd.(BHL) regarding provision of 4G based mobile services in identified uncovered villages in Arunachal Pradesh.

In Pursuance of the **clause 4.6 [Extension of the Agreement]** and in view of **clause 4.7 [Modification in terms and Conditions of the Agreement]** & **clause 6.5.3 [Roll Out]** of the agreement dated 29-10-2021, the terms and conditions of the captioned Agreement are hereby further amended to the extent as detailed below: -

Existing Clause	Amended Clause
<p>Clause-2 (Section-I): This Agreement will remain valid for ten (10) years & twenty four months unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the agreement.</p>	<p>Clause-2 (Section-I): This Agreement will remain valid for ten (10) years & Thirty Five months unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the agreement.</p>
<p>Clause 2.2 (ii) i) (Section-II) Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 24 months (rollout period) + Ten years from the date of effect of the agreement with USOF.</p>	<p>Clause 2.2 (ii) i) (Section-II) Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 35 months (rollout period) + Ten years from the date of effect of the agreement with USOF.</p>
<p>Clause-4.5 (Section-IV): The Agreement shall be valid for a period of 24 months (rollout period) +Ten years from the effective date unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per Section VII: Financial Conditions of this document. USP shall be responsible</p>	<p>Clause-4.5 (Section-IV): The Agreement shall be valid for a period of 35 months (rollout period) +Ten years from the effective date unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per Section VII: Financial Conditions of this document. USP shall be</p>

<p>for operation and maintenance of the created infrastructure and provision of specified services for a period of 24 months (rollout period) + Ten years from the effective date of the agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.</p>	<p>responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of 35 months (rollout period) + Ten years from the effective date of the agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.</p>
<p>Clause 6.5.2 (Section-VI) The USP shall complete the field survey for at least 30% of sites in the bidding unit in three months from the date of signing of the agreement, at least another 30% of sites in six months from the date of signing of the agreement and the remaining sites in nine months from the date of signing of the agreement to finalize location and type of infrastructure (A&B,) at each site. The USP shall commission and provide 4G based mobile services from all the infrastructure sites within a period of 24 months from the date of signing of the Agreement.</p>	<p>Clause 6.5.2 (Section-VI) The USP shall complete the field survey for at least 30% of sites in the bidding unit in three months from the date of signing of the agreement, at least another 30% of sites in six months from the date of signing of the agreement and the remaining sites in nine months from the date of signing of the agreement to finalize location and type of infrastructure (A&B,) at each site. The USP shall commission and provide 4G based mobile services from all the infrastructure sites within a period of 35 months from the date of signing of the Agreement.</p>

2 . Extension of this Project for a period of 11 month up to 30-09-2024 is given subject to the condition that an amount equivalent to Liquidated Damages (LD) will be with held. The final decision on LD shall be communicated separately based on the merits of the case and legal opinion.

3. This is issued with the approval of Competent authority.

(R. Dhariwal)
Director (Mobile-III), USOF
Tel No. 011-23036489

Copy to:

1. JA(F), USOF,
2. Concerned CCALSA