

**AGREEMENT**

**BETWEEN**

**UNIVERSAL SERVICE OBLIGATION FUND**

**AND**

**M/s BHARAT SANCHAR NIGAM LIMITED**

**FOR**

**AUGUMENTATION OF SATELLITE BANDWIDTH FROM**

**2 GBPS TO 4 GBPS**

**IN ANDAMAN & NICOBAR ISLANDS**

**No. 30-174-10/2017-BB-USOF  
DATED 13/07/2020**

*Circle*

OFFICE OF THE  
DIRECTOR GENERAL  
OF TELECOMMUNICATIONS  
UNIVERSAL SERVICE OBLIGATION FUND  
20, ASHOKA ROAD, NEW DELHI-110 001



**GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS  
DEPARTMENT OF TELECOMMUNICATIONS  
UNIVERSAL SERVICE OBLIGATION FUND (USOF)  
20, ASHOKA ROAD, NEW DELHI-110 001, INDIA**



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**SECTION-I: AGREEMENT**  
**Government of India**  
**Department of Telecommunications**  
**Universal Service Obligation Fund**  
**20, Ashoka Road, Sanchar Bhawan, New Delhi- 110001**

**AGREEMENT**

**The Agreement is made and entered into on the 13<sup>th</sup> day of July, 2020**

**Between**

The President of India, acting through the Administrator, Universal Service Obligation Fund(USOF) who for the purpose of this Agreement is being represented by Director (VSB), Sh. Vilas Burde, Department of Telecommunications, under Government of India and having its office at 2<sup>nd</sup> Floor, Sanchar Bhawan, 20 Ashoka Road, New Delhi 110001, (hereinafter referred to as the "Administrator", which expression, unless repugnant to the context or meaning thereof, shall include its successors, administrators or assignees;) of the First Part

**AND**

M/s. Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956, having its registered office at Bharat Sanchar Bhawan, H. C. Mathur Lane, New Delhi – 110 001, acting through Shri K.D. Lakhmani, PGM (Radio), Bharat Sanchar Nigam Limited, the Authorized Signatory (hereinafter called the Universal Services Provider or "BSNL" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees) of the Second Part.

Whereas BSNL was nominated to execute the project by Digital Communication Commission on the basis of Detailed Project Report submitted by BSNL.

Whereas BSNL agreed to undertake the work and floated a tender as per Detailed Project Report and communicated the tender discovered cost of Rs 36.3856 Crs for augmentation of satellite bandwidth from 2 Gbps to 4 Gbps.

Whereas USOF agreed to provide Capital Expenditure Incurred by BSNL for the work allotted under the project as per the tender discovered rates of Rs 36.3856 Crs. Since the said approval is in the form of subsidy, no payment of taxes is applicable.

WHEREAS the BSNL has agreed to augment satellite bandwidth from 2 Gbps to 4 Gbps in A&N islands as per approved DPR, the Administrator has, subject to the BSNL performing all his obligations, agreed to provide subsidy/fund on the terms and conditions hereinafter;

**NOW THIS AGREEMENT WITNESSE AS FOLLOWS:**







In consideration of the mutual covenants set out in this Agreement, the parties agree as follows:

1. The BSNL hereby agrees and undertakes to augment Satellite Bandwidth from 2 Gbps to 4 Gbps in A & N Islands by setting up of new ground segment equipment and other infrastructure as per approved DPR and tender and subsequent clarification and modification based on consent during validity of agreement and the Administrator, hereby agree to grant subsidy to the BSNL, in accordance with this Agreement.
2. This Agreement will remain valid for 2 years (24 months) unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the agreement.
3. The BSNL hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this Agreement without any deviation or reservation of any kind.
4. This Agreement is divided into seven Sections. Apart from the present Section-I, other Sections are as under:
  - II. Scope and General Conditions
  - III. Technical Conditions
  - IV. Operating Conditions
  - V. Commercial Conditions
  - VI. Financial Conditions
  - VII. Interpretation of Terms/ Definitions

All the Sections and Annexures together form the Agreement.

5. **No Partnership** – Nothing in this Agreement shall be construed to constitute a partnership or agency between the Parties and the BSNL shall not make any assurance, promise or covenant nor shall hold himself out as competent to do so on behalf of the Administrator nor shall pledge the credit of the Administrator for any transaction in relation to this Agreement.
6. **No Employment** – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the BSNL or any person employed by or under him for this Agreement.
7. **Indemnify the Administrator** – The BSNL shall indemnify and at all times keep the Administrator indemnified and harmless against any direct loss to it or any claims by any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the BSNL or any of his officer, employee, agent or professional etc. while performing or purporting to perform this Agreement.
8. **Waiver** – Neither the failure of either Party to insist on any occasion upon the performance of the provisions of this Agreement nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or

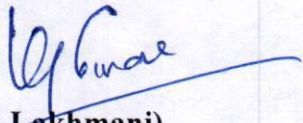


acceptance of any variation or the relinquishment of any such right thereunder. Waiver by either Party of any default by the other Party in the observance or performance of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent default or of other provisions of or obligations under this Agreement nor shall affect the validity or enforceability of this Agreement in any manner.

9. **Severability of Terms** – If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed through their respective authorized representatives on 13<sup>th</sup> day of July, 2020.

Signed for and on behalf of President  
of India



**(K. D. Lakhmani)**  
PGM (Radio), BSNL  
Bharat Sanchar Bhawan,  
Harish Chandra Mathur Lane,  
Janpath,  
New Delhi – 110001

*Burde*  
13/07/2020

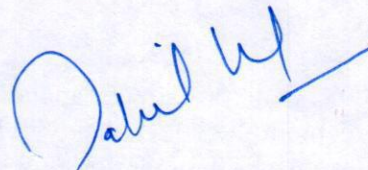
**(Vilas Burde)**  
Director (VSB) USOF,  
Universal Service Obligation Fund,  
Department of Telecommunications,  
Sanchar Bhawan, 20 Ashoka Road,  
New Delhi -110001

(विलास बुरडे)  
(VILAS BURDE)  
निदेशक (यू.एस.ओ.एफ.)  
Director (USOF)  
सार्वजनिक विभाग, भारत सरकार  
Dept. of Telecom, Govt. of India  
नई दिल्ली / New Delhi

**Witnesses:**

*Narender Kumar*  
13/07/2020

**(Narender Kumar)**  
Dy. General Manager (SAT), BSNL,  
Bharat Sanchar Bhawan,  
Harish Chandra Mathur Lane,  
Janpath,  
New Delhi – 110001



**(Sahil Garg)**  
Dy. Administrator (F-I),  
Universal Service Obligation Fund,  
Department of Telecommunications,  
Sanchar Bhawan, 20 Ashoka Road,  
New Delhi -110001

(साहिल गर्ग)  
(SAHIL GARG)  
उप प्रशासक (यू.एस.ओ.एफ.)  
Dy. Administrator (USOF)  
दूरसंचार विभाग, भारत सरकार  
Dept. of Telecom, Govt. of India  
नई दिल्ली / New Delhi



## SECTION – II: SCOPE AND GENERAL CONDITIONS

### 2.1 Introduction

- 2.1.1 The Digital Communications Commission in its meeting held on 13.06.2019 had approved proposal for expenditure approval for augmentation of satellite bandwidth from 2 Gbps to 4 Gbps by BSNL for A&N Islands Further BSNL vide letter No. 100-21 (1) (7)/ 2018-TPL (R) dated 21.01.2020 (Annexure-IV) conveyed tendered discovered cost of Rs. 36.3856 Cr. to be funded by USOF. Accordingly, USOF vide letter no. 30-174-10/2017-BB-USOF dated 18.03.2020 (Annexure-V) has conveyed approval of competent authority i.r.o. market discovered cost of Rs. 36.3856 Crs for augmentation of satellite bandwidth from 2 Gbps to 4 Gbps by BSNL. Since the said approval is in the form of subsidy, no payment of taxes is applicable. The expenditure proposal is for setting up of new ground equipment and other infrastructure for augmentation of satellite system from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands.
- 2.1.2 The above CAPEX of the project would be funded by USOF to BSNL on nomination basis.
- 2.1.3 The Agreement shall be subject to the terms and conditions (including transfer, assignments or franchising) UASL (Unified Access Service License)/UL (Unified License)/ Migration or award of new license in lieu of UASL.
- 2.1.4 BSNL shall be bound by the terms and conditions of the Agreement and any other instructions issued from time-to-time by the Administrator. BSNL shall always be liable to perform the obligations under this Agreement for the works related to augmentation of satellite bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands for which the Agreement has been entered into during the validity period of the Agreement.

### 2.2 Scope of the Agreement

- 2.2.1 BSNL shall make provision for augmentation of satellite Bandwidth in A&N Islands as per approved DPR & subsequent clarification and modifications as agreed.
- 2.2.2 USOF shall provide financial support as per the Financial Conditions of the Agreement. USOF subsidy will be paid only in respect of the CAPEX cost incurred for augmentation of satellite bandwidth from 2 Gbps to 4 Gbps as per terms and condition agreed in DPR/tender and subsequent clarification.
- 2.2.3 The BSNL shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations of Department of Telecommunications (DoT)/Telecom Regulatory Authority of India (TRAI) as amended from time to time.
- 2.2.4 The terms and conditions of the relevant License Agreement, as applicable, shall prevail and shall be binding *mutatis mutandis*.



## **2.3 Deliverables**

- 2.3.1 BSNL shall augment satellite bandwidth from 2 Gbps to 4 Gbps as per DPR with its subsequent clarification and modification as agreed upon. Detailed Cost for augmentation of satellite system for Andaman & Nicobar Islands shall be as per terms and conditions mentioned in Tender Floated by BSNL its subsequent clarification. Timelines for completion of project will be as per **Annexure-A**. Out of Augmentation of 2 Gbps (2 Gbps to 4 Gbps), upto 1 Gbps bandwidth will be reserved for USOF Schemes in A&N Islands including provision of mobile services in identified uncovered villages in ANI for which the charges as per BSNL circular R&C-CFA No. 99/19-20 dated 28.01.2020 for acquiring building space & misc. infrastructure services would be payable separately by concern TSP to BSNL.
- 2.3.2 BSNL shall procure required equipment for augmentation of satellite bandwidth as per the approved DPR and tender based on the said DPR.
- 2.3.3 The subsidy shall be utilized by BSNL for procurement of equipment and installation, testing commissioning, infra work etc. as per provision made in the DPR.
- 2.3.4 BSNL shall hire satellite bandwidth from ISRO for augmentation of the bandwidth, for which financial support has been envisaged separately by MHA.
- 2.3.5 BSNL shall install, test and commission the satellite equipment as per standard followed in BSNL.
- 2.3.6 BSNL shall submit monthly report to Administrator / its Designated Monitoring Agency (DMA) about the progress of the work.

### **2.3 (A) Ownership of Assets**

The ownership of assets created under this project will be vested in BSNL.

## **2.4 Duration of the agreement**

This Agreement will remain valid for 2 years (24 months) unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the agreement.

## **2.5 EXTENSION OF AGREEMENT**

The Administrator may extend, if deemed expedient, the validity of Agreement for such period and on such terms as may be mutually agreed with BSNL. The decision of the Administrator shall be final in this regard.

*Handwritten signature*



## **2.6 MODIFICATIONS IN TERMS AND CONDITIONS OF AGREEMENT**

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement, in consultation with BSNL, if in the opinion of the Administrator it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the service. The decision of the Administrator shall be final in this regard.

## **2.7 REQUIREMENT TO FURNISH INFORMATION**

The BSNL shall furnish to the Administrator, on demand, such documents, accounts, estimates, returns, reports or any other information as may be called for by the Administrator pertaining to augmentation of satellite bandwidth from 2 Gbps to 4 Gbps in ANI as agreed under this Agreement.

## **2.8 SUSPENSIONS, REVOCATION OR TERMINATION OF AGREEMENT**

2.8.1 The Administrator may, without prejudice to any other remedy available for the breach of any conditions of Agreement, by a written notice of 90 calendar days issued to the BSNL 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, within the time prescribed, any defect as may be pointed out by the Administrator.

2.8.2 The Agreement shall stand terminated forthwith in case the BSNL goes into liquidation or is ordered to be wound up.

2.8.3 Wherever considered appropriate, Administrator may conduct an inquiry to determine whether there has been any breach in compliance of the terms and conditions of the Agreement by the BSNL and upon such inquiry, the BSNL shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type.

2.8.4 It shall be the responsibility of the BSNL to establish the satellite links or its upgradation as mentioned in DPR and maintain Quality of Service as per conditions of the Agreement during the period of notice for termination of Agreement failing which penalty shall be imposed.

## **2.9 ACTIONS PURSUANT TO TERMINATION OF AGREEMENT**

2.9.1 If it is found that the BSNL had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately on demand by the BSNL to the Administrator. Any amount due from the BSNL under this agreement, without prejudice to any other mode of recovery, may be recovered as arrears of land revenue.



## 2.10 **DISPUTE SETTLEMENT**

2.10.1 In the event of dispute of 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, expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

2.10.2 Notwithstanding any dispute or claim of the pendency for resolution, BSNL shall continue to provide the service for the whole duration of the Agreement.

## 2.11 **FORCE- MAJEURE**

2.11.1 If at any time, during the continuance of this 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 BSNL), 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 satellite bandwidth under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

2.11.2 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.

## 2.12 **SET OFF CLAUSE**

2.12.1 In the event any sum of money or claim becomes recoverable from or payable by the BSNL to the Administrator either against the Agreement or otherwise in any manner, such money or claim can (without restricting any right of set off for counter claim given or implied by law) be deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the BSNL under this Agreement or any other Agreement or Contract



between the Administrator/ Department Of Telecommunications, Govt. of India and the BSNL.

2.12.2 The aforesaid sum of money payable by the BSNL shall include any valuable security convertible into money.

2.12.3 After exercising the right of set off, a notice shall always be given immediately by the Administrator to the BSNL.

### **2.13 OTHER OBLIGATIONS**

2.13.1 The BSNL shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations of DoT/ TRAI as per provisions of the TRAI Act, 1997 as amended from time to time and instructions as are issued by the Administrator.

2.13.2 The provisions of the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 as amended or replaced, the Rules made and orders passed under these statutes, so far as applicable, shall be binding on the BSNL.

2.13.3 The BSNL represents and warrants to the Administrator that: -


2.13.3.1 It is duly organized and validly incorporated under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement;

2.13.3.2 It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

2.13.3.3 It has the financial standing and capacity to undertake and perform the obligations in accordance with this Agreement;

2.13.3.4 This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations under it in accordance with the terms hereof;

2.13.3.5 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by, any of the terms of its memorandum and Articles of Association or any Applicable law or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

  
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### SECTION – III: TECHNICAL CONDITIONS


- 3.1 The BSNL confirms that it has worked within the framework of the Technical conditions of the BSO/UMTS/UASL/NLDO/UL License Agreement as the case may be.
- 3.2 The requirements specified herein are the minimum requirements to be complied. BSNLs may deploy equipment to support enhanced capabilities and advanced services.
- 3.3 The BSNL shall abide by the existing land laws, labour laws, local customs and the best of prevalent latest practices in the Industry.
- 3.4 Administrator, USOF shall not be responsible for any breach of such Act(s)/ Law(s) by the executing entities for whatsoever may be the reason.

#### 3.5 **Technical Solution:**

BSNL shall be solely responsible for procurement, installation, testing, commissioning, operation and maintainance of sattlite links used for augumentation of satellite bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands as per DPR and tender based on the said DPR at specified site locations by installing Satellite equipment (Base band and RF) & Associated civil and electrical works required to provide satellite links etc.

#### 3.6 **QUALITY OF SERVICE PARAMETERS**

- 3.6.1 The Quality of Service Parameters for sattlite links as prescribed by TRAI shall be applicable. However, this agreement is limited to augumentation of satellite bandwidth in A &N and CAPEX subsidy from USOF.
- 3.6.2 The BSNL shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The BSNL shall adhere to such QoS standards and provide timely information as required therein.
- 3.6.3 The Administrator or TRAI may carry out performance tests either directly themselves or through Designated Monitoring Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. The BSNL shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.
- 3.6.4 The BSNL shall be responsive to the complaints lodged by the customers. They shall rectify the deficiencies and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.
- 3.6.5 Proper arrangement should be made by the BSNLs for reporting/ booking service related complaints.


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**3.7 Quality Assurance:**

3.7.1 It shall be the responsibility of BSNL to ensure that TSEC / Validation /Quality Assurance Testing/ Acceptance Testing / joint testing are conducted as per requirements specified by BSNL.

3.7.2 It shall be the responsibility of BSNL to ensure compliance to QoS requirements.

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## SECTION –IV: OPERATING CONDITIONS

### 4.1 CUSTOMER SERVICE

The terms and conditions of the, NLDO or BSO or CMTS or UASL or UL License Agreement and any future evolution of licenses from time to time, as applicable, shall prevail and shall be binding mutatis mutandis. The same shall also be applicable in case of migration to or award of new license in lieu of the ILD/NLDO/BSO/ CMTS/ UASL/UL license.

### 4.2 RIGHT TO INSPECT, TEST AND MONITORING

4.2.1 The Administrator or his authorized representative shall have the right to inspect the equipment installed by the BSNLs at Sites so created for augmentation of satellite bandwidth in ANI in particular but not limited to, access to backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests. The BSNL will provide the necessary facilities at own cost for monitoring of the system, as required by the Administrator or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

4.2.2 Wherever considered appropriate Administrator may conduct any inquiry either *suo-motu* or on a complaint, to determine whether there has been any breach in compliance of terms & conditions of the Agreement by the BSNL, and during such inquiry the BSNL shall extend all reasonable facilities without any hindrance.

### 4.3 UPGRADATION OF EQUIPMENT

The BSNL may upgrade the existing equipment by installing new equipment, if required, during the validity of the Agreement provided it meets all other performance parameters of Quality of Service.

### 4.4 ROLL OUT

4.4.1 BSNL shall set up infrastructure and commission satellite links or upgrade it, within eight (8) months from 18.03.2020.

4.4.2 BSNL shall roll out the augmentation of satellite bandwidth in ANI as per timeline mentioned in Annexure-A.

4.4.3 The BSNL shall provide a monthly progress report in respect of roll out of the project for the number of sites/links commissioned/upgraded for enhancement of satellite bandwidth from 2 Gbps to 4 Gbps in ANI.

4.4.4 “The Rollout period may be extended by the Administrator, if deemed fit, by the Administrator under exceptional circumstances.”



#### **4.5 CONFIDENTIALITY OF INFORMATION**

The terms and conditions as to confidentiality of information of the satellite system as the case may be, shall be binding *mutatis mutandis*.

#### **4.6 PROHIBITION OF CERTAIN ACTIVITIES BY THE UNIVERSAL SERVICE PROVIDER**

The terms and conditions as to prohibition of certain activities of the UASL agreement, as the case may be, shall be binding *mutatis mutandis*.

#### **4.7 SECURITY CONDITIONS**

4.7.1 The terms and conditions as to security conditions of their UASL or UL Agreement, as the case may be, shall be binding *mutatis mutandis*.

4.7.2 Mandatory Licensing requirements, policy guidelines, etc., with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

4.7.3 If the entity is found indulging in acts inimical to India's national security, the tender/agreement is liable to be terminated and matter will be reported to concerned authorities for suitable legal/criminal action.

#### **4.8 RECURRING CHARGES**

4.8.1 Recurring charges towards satellite bandwidth will be payable by MHA through A&N Administration. Concurrence of MHA has already been taken and a copy is placed at Annexure-VI of this agreement.







## SECTION – V: COMMERCIAL CONDITIONS

5.1 The BSNL shall carry out augmentation of satellite bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands by performing the following activities:

5.1.1 Procurement, installation, testing, commissioning, operation and maintenance i.r.o. augmentation of satellite bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands and other necessary equipment in accordance as per DPR and subsequent clarification and modifications as agreed. Associated civil and electrical works required to install the said equipment has also been carried out by BSNL as provisioned in DPR.

5.1.2 The BSNL shall be solely responsible for installation, operation and maintenance of necessary equipment and systems, provision of services to the customers, treatment of subscriber complaints and attending to claims and damages arising out of his operations

### 5.2 Inspection, Testing and Monitoring

5.2.1 The Administrator or his representative or the agencies authorized (Hereinafter referred to as the Designated Monitoring Agency) shall have the right to inspect and test the equipment installed for augmentation of satellite bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands as per prescribed test schedules for their conformity for provision of augmentation of satellite bandwidth.

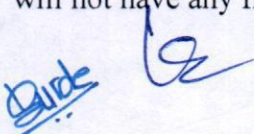
5.2.2 Should any inspected or tested components/link fail to conform to the specifications, the Administrator may reject them and the BSNL shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.

5.2.3 If any equipment or any part thereof is found defective or fails to fulfill the requirements of the Agreement, the Designated Monitoring Agency shall give notice to the BSNL setting forth details of such defects or failure and the BSNL shall at their own cost make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period not exceeding one month of the initial report. These replacements shall be made by the BSNL free of all charges at site.

5.2.4 Nothing in Clause 5.2 shall in any way release the BSNL from other obligations under this contract.

### 5.3 CHANGES IN AGREEMENT SIGNED

5.3.1 The Administrator & BSNL may, at any time, by a mutual consent, make changes within the general scope of the Agreement, subject to the condition that such changes will not have any financial implications:





- (a) Drawings, designs or specifications of the Scheme
- (b) Link capacity
- (c) Location of links specially in Mainland

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## SECTION – VI: FINANCIAL CONDITIONS

### 6.1 SUBSIDY FROM UNIVERSAL SOCIAL OBLIGATION FUND

6.1.1 Funding from USOF shall be limited to the Capital Expenditure (CAPEX) of Rs 36.3856 Cr as approved by DoT/USOF.

6.1.2 BSNL shall submit claim, linked to segment and various stages of milestones, along with the physical and financial progress report and other supporting documents in prescribed affidavit format (Annexure-I), as per the following disbursement schedule:

Sr	Payment Stages	Payment Milestone	Physical Progress	Documentary Evidence
1	Mobilization Advance	10% cost	Preparatory Activities	<ol style="list-style-type: none"> <li>1. Copy of Purchase Order.</li> <li>2. Claim Requisition Form as per Annexure-I</li> </ol>
2	Subsidy claim (1 <sup>st</sup> Instalment)	50% (*Payment made under S. No.1 shall be adjusted at this stage)	Augmentation of Satellite Bandwidth at 25% of the total sites/capacity	1. Subsidy claim statement as per prescribed Affidavit Proforma (Annexure-I)
				2. Utilization certificate (Annexure-III) of previously sanctioned fund against the total CAPEX subsidy payable
				3. Monthly progress report indicating the details of augmentation of Satellite Connectivity at 25% capacity/sites in Andaman & Nicobar Islands up to 4 Gbps as per details given in Annexure-A1
3	Subsidy claim (2 <sup>nd</sup> Instalment)	40% .	Bandwidth augmentation at 80% of total sites/capacity.	1. Subsidy claim statement as per prescribed Affidavit Proforma (Annexure-I)
				2. Utilization certificate (Annexure-III) of previously sanctioned fund against the total CAPEX subsidy payable
				3. Monthly progress report indicating the details of augmentation of Satellite




Sr	Payment Stages	Payment Milestone	Physical Progress	Documentary Evidence
				Connectivity upto 80% of total sites/capacity in Andaman & Nicobar Islands up to 4 Gbps as per details given in Annexure-A1
4	After Six months of completion of project	10%	Bandwidth augmentation at 100% of total sites/capacity	1. Utilization certificate (Annexure-III) of previously sanctioned fund against the total CAPEX subsidy payable for augmentation of satellite connectivity in Andaman & Nicobar Islands to up to 4 Gbps. 2. Statement of claims duly certified by the Auditors of the BSNL.

## 6.2 Release of fund:

- 6.2.1 The funding towards Capex shall be disbursed by the USOF HQ, in accordance with the aforesaid schedule and other provisions of the Agreement. Any advance payment shall be adjusted against the next instalment.
- 6.2.2 The claim in the prescribed format along with the supporting documents should be submitted, at the office of Administrator, USOF, normally within one month after receipt of the material/augmentation of bandwidth. Condonation of delay for claims received after this date shall be considered as per prevailing instructions.
- 6.2.3 The claims of BSNL would be said to be settled only after adjustment & recovery of any outstanding dues, etc. as per the Agreement or recovery of inadmissible/excess funding as ascertained on the basis of scrutiny conducted by USOF or its DMA to authenticate the claims during the Agreement period, as per instructions issued thereunder or as per the report of the IMA.
- 6.3 Annual Audit: The aforesaid claim statements of each year shall be required to be audited by the auditors of the BSNL appointed under Section-224 of the Companies Act, 1956 or Section 139 or any other relevant section of the New Companies Act, 2013. The report of the Auditors should be in the prescribed form given in **Annexure-II** to be filed with the Administrator or designated monitoring agency / CCA as specified within 7 (seven) calendar days of the date of signing of the audit report but not later than 30<sup>th</sup> September of the following year.
- 6.4 The funding for the instalment shall be paid after making adjustments, if any, for the payments made in the previous instalment(s).
- 6.5 Final adjustment, if any in respect of excess or shortage in the disbursed amount shall be made in the following year based on the statements duly certified by BSNL.
- 6.6 In case BSNL is found to have claimed and received in excess of 10% of the amount due to them, the excess amount shall be recovered along with an 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 funding shall be disbursed until final adjustment of the excess payment.
- 6.7 *No interest shall be payable for any short/ late payment made to the BSNL by the Administrator USOF or designated monitoring agency / CCA Office.*
- 6.8 The guidelines regarding inspection of sites and verification of claims regarding the project will be communicated separately. But, this will not be linked with the payment of first two installments.
- 6.9 All the relevant records, systems, relevant NOC (Network Operation Centre)/ Network Management System (NMS) data, logbooks, books of accounts of BSNL may be subject to such scrutiny & examination as may be prescribed by the Administrator so as to facilitate independent verification of the completed work.
- 6.10 Administrator, USOF reserves the right to issue instructions, prescribe procedures, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and verification. Depending on the stage of completion of the project and requirements, the same may be prescribed which has to be furnished by BSNL.
- 6.11 In order to ensure proper utilization of funds released and verification thereof, the Administrator can issue instructions/directions & even modify, alter, or substitute and amend, if deemed necessary, whatever is stated herein.
- 6.12 Bank Guarantees: Performance Bank Guarantee (PBG) is not required from BSNL so long as BSNL continues to be wholly owned by the Government of India.
- 6.13 **Maintenance and Supply of Records:**
- 6.13.1 The Administrator may have the right to call for and BSNL shall be obliged to maintain, supply and provide for examination the relevant NOC (Network Operation Centre) data, books of accounts, measurement books, log books and any record(s) relating to Provision of Augmentation of Satellite Bandwidth from 2 Gbps to 4 Gbps in Andaman & Nicobar Islands within a period of one year of the completion of the project.
- 6.13.2 BSNL may invariably preserve all accounting records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited and approved accounts of the company. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give cause for cancellation of the Agreement.
- 6.13.3 The relevant records of BSNL may be subject to such scrutiny as may be prescribed by the Administrator so as to facilitate independent verification of the amount paid against this project.

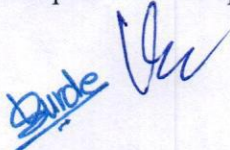
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## SECTION – VII: INTERPRETATION OF TERMS/ DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

- 7.1 **ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications
- 7.2 **CAPITAL EXPENDITURE** means all items of expenditure incurred for survey, design, implementation and commissioning of satellite links along with associated equipments for the provision of deliverables under the agreement.
- 7.3 **EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 7.4 **LICENCE** means a License granted or having effect as if granted under the Section-4 of the Indian Telegraph Act, 1885 and the Indian Wireless Act, 1933.
- 7.5 **LICENSEE** means a registered Indian Company that has been awarded License to provide the service (CMTS and or Unified Access Service and/or Unified License), within the geographical boundaries of the specified Service Area.
- 7.6 **PROJECT** means survey, design, installation and commissioning for augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in A & N Islands by setting up of new ground segment equipment and other Infrastructure under this agreement.
- 7.7 **QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof, as may be laid down by the Regulatory Authority.
- 7.8 **SCHEME** means augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in A & N Islands with applicable Quality of Service norm under this agreement.
- 7.9 **SERVICE AREA** means the territorial jurisdiction as specified under the CMTS or UASL Service License or Unified license except the areas that may be notified to be excluded from time to time.
- 7.10 **SUBSIDY from Universal Service Obligation Fund (USOF)** means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.
- 7.11 **TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 7.12 **UNIVERSAL SERVICE PROVIDER (BSNL)** means such entities like CMTS/ UASL/ NLD Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.

  
A handwritten signature in blue ink, appearing to read 'Dande', is written over the bottom of the text area.



**7.13 USO** means Universal Service Obligation as enunciated in the Indian Telegraph (Amendment) Act, 2003, the Indian Telegraph (Amendment) Ordinance, 2006 and the Rules framed there under.

**7.14 USO FUND** means the fund established under **the Indian Telegraph (Amendment) Act, 2003.**

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**Annexure-A**

**Timelines for augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps  
Andaman & Nicobar Islands in accordance with the decision taken by  
Digital Communication Commission in the meeting held on 13.06.2019**

<b>Sl. No.</b>	<b>Cumulative Bandwidth</b>	<b>Time Lines</b>
1	4 Gbps	Eight (8) months from 18.03.2020.

Note: The targets are subject to timely provision of fund by DoT and other regulatory approvals.

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**AFFIDAVIT AND FORMAT OF STATEMENT FOR SUBSIDY CLAIM FOR**  
**AFFIDAVIT (ON STAMP PAPER)**

1. I, \_\_\_\_\_ aged about \_\_\_\_\_ year's son of \_\_\_\_\_ resident of \_\_\_\_\_ do solemnly affirm and state as under:
2. That I am \_\_\_\_\_  
(Name of the Company) and I am duly authorized by the resolution dated \_\_\_\_\_ passed by Board of Directors of the Company to furnish affidavit on behalf of **Bharat Sanchar Nigam Limited**(Name of the Company).
3. That a claim of Rs. \_\_\_\_\_ ( In words) is being made in terms of Clause 6.1.2 of the agreement no \_\_\_\_\_ dated \_\_\_\_\_ as \_\_\_\_\_ (Mobilisation Advance/ 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Installment) for expenditure incurred/ to be incurred(only while claiming mobilization advance) by BSNL for the purpose of augmentation of satellite bandwidth in Andaman & Nicobar Islands in accordance with the responsibilities detailed under clause 2.2 & 2.3 of section II the Agreement.
4. That the claim pertains to the augmentation of satellite bandwidth in Andaman & Nicobar Islands for the link as per provision in DPR and subsequent clarifications (if any). The copy of POs/APOs are enclosed.
5. That excess payment or shortage, if any, in the subsidy received shall be adjusted/recovered based on the statements duly certified by the Auditors of the Company and scrutiny as prescribed by the Administrator.
6. That the subsidy for augmentation of satellite bandwidth in Andaman & Nicobar Islands has not been claimed under any other MOU/ Agreement entered into with the Administrator for the same Service Area.
7. That the cumulative release of funds as CAPEX related USO subsidy support, made so far including this claim is within the overall approved project cost.

**Deponent**

**VERIFICATION**

Verified at **New Delhi** on \_\_\_\_\_ (date), that the contents of para 1 to 7 above of the affidavit are true and correct to the best of my knowledge, no part of it is false and nothing has been concealed there from.

**Deponent**

*Handwritten signature*



Format at Auditor's Report on Statement of Claim for Subsidy from USOF

(To be submitted along with final claim only)

To


The Board of Directors

We have examined the attached Statements(s) of claims of BSNL for subsidy support from USO Fund for the period ending \_\_\_\_\_. We understand that the aforesaid statement(s) is/are to be furnished to the Central Government for assessment of the subsidy payable to BSNL by the Government, as per the **Agreement No** \_\_\_\_\_ dated \_\_\_\_\_ for Subsidy Disbursement for augmentation of satellite bandwidth in Andaman & Nicobar Islands.

We report that:

1. We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statements have been prepared in accordance with the conditions contained in the said Agreement and clarification thereon in this behalf and gives a true and fair view of the subsidy claimed for the period computed on the basis of the aforesaid conditions.

(NAME AND SIGNATURE WITH COMPANY'S SEAL)

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**Form of Utilization Certificate**

Agreement. No. \_\_\_\_\_

Name of Circle: Andaman & Nicobar Telecom Circle

Sl. No.	USOF Subsidy installments	Sanction letter no.	Amount
1	10% mobilization advance		
2	Installment No. 1		
3	Installment No. 2		
4	Installment No. 3		

1. I certify that a sum of Rs. \_\_\_\_\_ Cr. for CAPEX related subsidy was received for the Andaman & Nicobar Telecom Circle, as per details given above.
2. It is also certified that out of the above mentioned total funds of Rs. \_\_\_\_\_ Cr.; a sum of Rs. \_\_\_\_\_ Cr. only has been utilized for the purpose for which it was sanctioned. It is further certified that the unspent balance of Rs. \_\_\_\_\_ only was remaining as on \_\_\_\_\_ (date).
3. Certified that I have satisfied myself that the terms & conditions of the Agreement no. \_\_\_\_\_ have been duly fulfilled/are being fulfilled for which USOF subsidy was sanctioned and I have exercised the following checks to see that the money has been actually utilized for the purpose for which it was sanctioned.
  - i) BSNL's statement of accounts w.e.f. \_\_\_\_\_ (Date) have been duly audited and are enclosed/ would be submitted in final claim / would be forwarded by .....(specify the date) in accordance to Clause 6.3 of section VI of the Agreement.
  - ii) It has been ensured that the deliverables and contractual obligations has been according to the requirements as per the Agreement.
4. The utilization of the aforesaid funds has resulted in following outputs: -
  - i) Additional cumulative bandwidth achieved upto \_\_\_\_\_ (date) is \_\_\_\_\_ Mbps
5. Certificate that the responsibilities assigned under the project as per clause 2.2.1 of section II of Agreement has been satisfactorily completed. *(This clause certifying the project completion to be inserted in the UC form, while claiming last installment of subsidy).*

**(K. D. Lakhmani)**  
Authority Signatory,  
(As approved by BSNL Board,  
(Stamp to be affixed)



**Annexure-A1**

**Work done certificate for subsidy claim for augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in A & N Islands**

Agreement No. .... dated .....

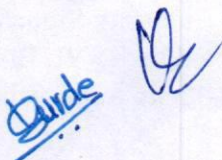
1. I, .....aged about.....years, son of Shri.....resident of .....do solemnly affirm and state as under:
2. That, I am .....of BSNL and I am duly authorized by the Management committee of the BSNL Board dated..... to furnish Work Done Certificate on behalf of BSNL.
3. That the equipment has been procured through tendering process and installed, tested and commissioned for augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in Andaman & Nicobar Islands as per the approved DPR/tender and the Agreement and the modifications issued thereunder.
4. That the deliverables as per the provisions of the Agreement and the modifications issued thereunder has been satisfactorily completed.
5. That the augmentation augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in Andaman & Nicobar Islands has been commissioned on .....
6. That a claim of Rs. .... (Rupees.....) being the subsidy for the approved capital expenditure cost and incurred by BSNL towards the augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in Andaman & Nicobar Islands.
7. That no reused equipment or telecom infrastructure has been deployed or installed for which, the capital expenditure subsidy is being claimed as stated in Para 5 above.
8. That excess payment or shortage, if any, in the subsidy received shall be adjusted/recovered based on the statements duly certified by the Auditors of the company and scrutiny/verification as prescribed by Administrator, USOF.
9. That the subsidy augmentation of Satellite Bandwidth from 2 GBps to 4 Gbps in Andaman & Nicobar Islands has not been claimed under any other MoU/Agreement entered into with the Administrator, USOF.
10. This is issued with the approval of the competent authority.

Name  
Authorized Signatory,  
(As approved by BSNL Board)  
(Stamp to be affixed)

**VERIFICATION**

Verified at ..... on....., that the contents of Para 1 to 10 above of the certificate are true and correct to the best of my knowledge, no part of it is false and nothing has been concealed there from.

Name  
Authorized Signatory,  
(As approved by BSNL Board)  
(Stamp to be affixed)





Corporate Office,  
Radio Planning Cell,  
Room No 04, IR Hall, Eastern Court  
Janpath, New Delhi-110001.

भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

No. 100-21(1)(7)/2018-TPL(R)/

To

The Administrator,  
Universal Service Obligation Fund,  
Department of Telecommunication,  
New Delhi-110001

Dated: 21.01.2020

Sub: Regarding intimation of discovered cost for augmentation of satellite bandwidth in A&N Islands from 2 Gbps to 4 Gbps

Kindly refer to your office letter no. 30-174-10/2017-BB-USOF dated 24.06.2019 vide which approval of Telecom Commission was conveyed for augmentation of satellite bandwidth in A&N Islands from 2 Gbps to 4 Gbps. at an estimated cost of Rs. 36.23 Cr. plus applicable taxes on the basis of DPR submitted by BSNL. However, estimated cost as per the DPR submitted by BSNL was Rs. 46.48 Cr. plus taxes

For implementation of the satellite bandwidth augmentation work in Ku-band in Lakshadweep and Andaman & Nicobar Islands, BSNL floated a combined tender. The total tendered discovered cost of the tender is Rs. 52.1824 Cr. plus GST and the apportioned cost towards equipment for A&N Islands is Rs. 23.80 Cr. plus GST. Considering the provision towards other items in the DPR, the total discover cost for augmentation work of A&N Island is as given below:

Item	Cost in Rs. ( without GST)
Imported Items of Ku-band equipment	120725300
Indigenous Items of Ku-band equipment	117319234
<b>Total: Ku-band</b>	<b>Rs. 23,80,44,534/-</b>
<b>Cost towards C-band equipment:</b>	<b>5,22,65,000</b>
a) Software upgradation of existing satellite modems (Rs.1.71 Cr.)	
b) Procurement of Satellite modems (Rs.1.88 Cr.)	
c) Upgradation of WAN optimisers: Rs. 0.81 Cr.)	
d) Procurement of 400 W HPA- (Rs.0.8265 Cr.)	
<b>The above is on the basis of tender discovered cost.</b>	
<b>Total cost of equipment: Ku + C</b>	<b>Rs. 29,03,09,534/-</b>
Infrastructure cost @ 5 % as approved in the DPR by USOF	1,45,15,477
Installation cost @ 10 % as approved in the DPR by USOF	2,90,30,953
<b>Total</b>	<b>Rs. 33,38,55,965/-</b>
Test Instruments ( as per DPR approved by USOF )	1,50,00,000
Maintenance Spares ( as per DPR approved by USOF )	1,50,00,000
<b>Grand Total</b>	<b>Rs. 36,38,55,965/-</b>
<b>Grand Total with GST @ 18%</b>	<b>Rs. 42,93,50,039/-</b>

BHARAT SANCHAR NIGAM LIMITED  
Regd. Office: Bharat sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001  
CIN: U74899DL2000GOI107739 Website: www.bsnl.co.in  
Ph.: 011-23359766 (PGM), Fax: 011-23359767, e-mail: pkpandey@bsnl.co.in

*Quide*



Corporate Office,  
Radio Planning Cell,  
Room No 04, IR Hall, Eastern Court  
Janpath, New Delhi-110001.



भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

The details of discovered cost are enclosed at **Annexure-A**.

2. Thus, the total discovered cost for A&N Islands comes out to be Rs. 36,38,55,965/- plus GST @ 18%. Whereas, the cost as per USOF approval is Rs. 36.25 Cr. plus applicable taxes. The cost of AMC and CRC has not been included in the discovered cost.
3. BSNL has already submitted draft agreement for this project for approval of USOF vide letter no. 100-21(1)(7)/2018-TPL(R)/ Part dated 24.09.2019. But same is yet to be approved by USOF. As per clause 6.1.1 of the draft MOU, BSNL has to intimate market discovered cost to USOF and subsequent to its approval, funding is to be done on actuals.
4. In view of above, the case is submitted for the following:
  - a) Approval of the market discovered cost of Rs. 36.39 Cr. plus applicable taxes for augmentation of the satellite bandwidth in A&N Islands from 2 G to 4 G. The license fee component will be additional as per actual in case it is levied by DoT.
  - b) Approval of the agreement as proposed by BSNL vide letter dated 24.09.2019.
  - c) Release of 10 % advance for this project.

Approval of USOF may please be conveyed for above. The APO on the bidder will be placed after receipt of approval of above from USOF.

**This is issued with the approval of CMD, BSNL**

*P.K. Pandey*  
(P. K. Pandey)  
PGM (Radio)

*Quick*



Annexure - A (Imported items)

Item Description	A&N	LDP	Unit cost 9 excluding ITC)	Total A&N	Total LDP
			24	26	27
					<u>Imported</u>
2 Satellite Hub Equipment for one HTS beam ( 1+1):			11110000	11110000	11110000
Common Equipment for Hub -HW	1	1	0	0	0
Common Equipment for Hub -SW	1	1	4898500	4898500	4898500
Satellite Modulator (1+1)-HW	1	1	0	0	0
Satellite Modulator (1+1)-SW	1	1	3585500	3585500	3585500
a Multi-Channel Satellite receiver (1+1)- HW	1	1	0	0	0
b Multi-Channel Satellite receiver (1+1)- SW	1	1	0	0	0
a L-band Combiner- 8 Port-HW	1	1	0	0	0
b L-band Combiner- 8 Port-SW	1	1	0	0	0
a L-band Splitter- 8 Port-HW	1	1	0	0	0
b L-band Splitter- 8 Port-SW	0.5	0.5	5302500	2651250	2651250
a NMS (1+1) with two work stations-HW	0.5	0.5	14342000	7171000	7171000
b NMS (1+1) with two work stations-SW			0	0	0
i) Installation Accessories -HW				0	0
2 Satellite Hub Equipment for two HTS beams:			11110000	11110000	11110000
a Common Equipment for Hub-HW	1	1	0	0	0
b Common Equipment for Hub-SW	1	1	7347750	7347750	7347750
a Satellite Modulator (2+1)-HW	1	1	0	0	0
b Satellite Modulator (2+1)-SW	1	1	5378250	5378250	5378250
a Multi-Channel Satellite receiver (2+1)- HW	1	1	0	0	0
b Multi-Channel Satellite receiver (2+1)- SW	1	1	0	0	0
a L-band Combiner- 8 Port-HW	1	1	0	0	0
b L-band Combiner- 8 Port-SW	1	1	0	0	0
a L-band Splitter - 8 Port-HW	1	1	0	0	0
b L-band Splitter - 8 Port-SW	1	1	5302500	5302500	5302500
a NMS (1+1) with two work stations-HW	1	1	14342000	14342000	14342000
b NMS (1+1) with two work stations-SW	1	1	0	0	0
i) Installation Accessories-HW				0	0
Satellite Equipment for Remote Locations:			4348050	47828550	60872700
a Remote Satellite Modem (1+1) in cold standby mode-HW	11	14	0	0	0
b Remote Satellite Modem (1+1) in cold standby mode-SW			0	0	0
a Ku band satellite Antenna (2.4 M Dia.)- HW			0	0	0
b Ku band satellite Antenna (2.4 M Dia.)- SW			0	0	0

*Dirb*

*[Signature]*

*21/01/2020  
AM (at II)*




(iii)a	Ku band satellite Antenna (3.8 M Dia.)- HW			0	0	0
(iii)b	Ku band satellite Antenna (3.8 M Dia.)- SW			0	0	0
(iv)a	Block up-convertor (BUC)- 16W-HW			0	0	0
(iv)b	Block up-convertor (BUC)- 16W -SW			0	0	0
(v)a	LNBC – PLL based-HW			0	0	0
(v)b	LNBC – PLL based-SW			0	0	0
(vi)	accessories for remote satellite equipment-HW			0	0	0
(vii)a	Power Converting Module for feeding power to BUC-HW			0	0	0
(vii)b	Power Converting Module for feeding power to BUC-SW			0	0	0
4(a)	Laptop Computers /LCT-HW			0	0	0
4(b)	Laptop Computers /LCT-SW			0	0	0
5	Installation and Commissioning:					
(i)	Commissioning of (1+1) Hub equipment - service			0	0	0
(ii)	Installation, integration, testing and Commissioning of (2+1) Hub equipment - service			0	0	0
(iii)	Installation and Commissioning of 2.4 M antenna including foundation-service			0	0	0
(iv)	Installation and Commissioning of 3.8 M antenna including foundation-service			0	0	0
(v)	Installation, integration, testing and Commissioning of all equipment at remote location-service			0	0	0
6	Comprehensive repair charges -service			7600000	0	0
7	Optional Items:					
(i)a	WAN Optimiser for Hub locations (400 Mbps in each direction)-HW			0	0	0
i)b	WAN Optimiser for Hub locations (400 Mbps in each direction)-SW			0	0	0
ii)a	WAN Optimiser for remote locations (100 Mbps in each direction)-HW			0	0	0
ii)b	WAN Optimiser for remote locations (100 Mbps in each direction)-SW			0	0	0
ii)	Software upgradation of Remote Satellite Modems from 100 Mbps to 200 Mbps in receive direction-SW			0	0	0
.)	Software upgradation of WAN Optimiser from 100 Mbps to 200 Mbps in each direction-SW			0	0	0
3a	Router-HW			0	0	0
3b	Router-SW			0	0	0
4a	LAN Switch-HW			0	0	0
4b	LAN Switch-SW			0	0	0
1a	Block up-convertor (BUC)-8W-HW			0	0	0


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Block up-convertor (BUC)-8W-SW			0	0	0
Wired Rack for Housing Modems & Combiners-HW			0	0	0
Wired Rack for Housing Modems & Combiners-SW			0	0	0
L- band Combiner / Divider ( passive)-HW			0	0	0

Imported	120725300	133769450
Indigineous	117319234	131442107
<b>Total Ku-Band Cost</b>	<b>238044534</b>	<b>265211557</b>
Cost towards C-band equipment	52265000	0
<b>Total Cost Ku-Band + C</b>	<b>290309534</b>	<b>265211557</b>
Infrastructure cost @ 5% as approved in the	14515477	13260578
Infrastructure cost @ 10% as approved in	29030953	26521156
<b>Total</b>	<b>333855965</b>	<b>304993290</b>
Test Instruments (As per DPR approved by USOF)	15000000	32000000
Maintenance (As per DPR approved by USOF)	15000000	20000000
<b>Grand Total</b>	<b>363855965</b>	<b>356993290</b>
<b>Grand Total with 18% GST</b>	<b>429350038</b>	<b>421252083</b>

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21/01/2020  
AM (Sat-D)



Annexure - A (Indigenous item)


Sj. No.	Item Description	Quantity A&N	Quantity LDP	Unit Cost (excluding ITC)	TOTAL AMOUNT A&N	TOTAL AMOUNT LDP
1	2	3			18	19
1	Satellite Hub Equipment for one HTS beam:					
(i) a	Common Equipment for Hub -HW	0		0	0	0
(i) b	Common Equipment for Hub -SW	0		0	0	0
(ii) a	Satellite Modulator (1+1)-HW	0		0	0	0
(ii) b	Satellite Modulator (1+1)-SW	0		0	0	0
(iii) a	Multi-Channel Satellite receiver (1+1)-HW	0		0	0	0
(iii) b	Multi-Channel Satellite receiver (1+1)-SW	0		0	0	0
(iv) a	L-band Combiner- 8 Port-HW		1	168165	0	168165
(iv) b	L-band Combiner- 8 Port-SW			0	0	0
(v) a	L-band Splitter- 8 Port-HW		1	45955	0	45955
(v) b	L-band Splitter- 8 Port-SW	0		0	0	0
(vi) a	NMS (1+1) with two work stations-HW	0		0	0	0
(vi) b	NMS (1+1) with two work stations-SW	0		0	0	0
(vii)	Installation Accessories -HW	0		0	0	0
2	Satellite Hub Equipment for two HTS beams:					
(i) a	Common Equipment for Hub-HW			0	0	0
(i) b	Common Equipment for Hub-SW			0	0	0
(ii) a	Satellite Modulator (2+1)-HW			0	0	0
(ii) b	Satellite Modulator (2+1)-SW			0	0	0
(iii) a	Multi-Channel Satellite receiver (2+1)-HW			0	0	0
(iii) b	Multi-Channel Satellite receiver (2+1)-SW			0	0	0
(iv) a	L-band Combiner- 8 Port-HW	1	1	168165	168165	168165
(iv) b	L-band Combiner- 8 Port-SW			0	0	0
(v) a	L-band Splitter - 8 Port-HW	1	1	45955	45955	45955
(v) b	L-band Splitter - 8 Port-SW			0	0	0
(vi) a	NMS (1+1) with two work stations-HW			0	0	0
(vi) b	NMS (1+1) with two work stations-SW			0	0	0
(vii)	Installation Accessories-HW			0	0	0
3	Satellite Equipment for Remote Locations:					
(i) a	Remote Satellite Modem (1+1) in cold standby mode-HW			0	0	0
(i) b	Remote Satellite Modem (1+1) in cold standby mode-SW			0	0	0
(ii) a	Ku band satellite Antenna (2.4 M Dia.)-HW	8	10	213936	1711489	2139362
(ii) b	Ku band satellite Antenna (2.4 M Dia.)-SW			0	0	0
(iii) a	Ku band satellite Antenna (3.8 M Dia.)-HW	3	4	2128575	6385725	8514300
(iii) b	Ku band satellite Antenna (3.8 M Dia.)-SW			0	0	0
(iv) a	Block up-converter (BUC)- 16W-HW	20	23	824665	16493300	18967295
(iv) b	Block up-converter (BUC)- 16W -SW			0	0	0
(v) a	LNBC – PLL based-HW	20	23	28785	575700	662055
(v) b	LNBC – PLL based-SW			0	0	0
(vi)	Inter-facility cable, power cable & all accessories for remote satellite equipment-HW	11	14	212605	2338655	2976470
(vii) a	Power Converting Module for feeding power to BUC-HW	11	14	147965	1627615	2071510
(vii) b	Power Converting Module for feeding power to BUC-SW			0	0	0
4(a)	Laptop Computers /LCT-HW	10	10	77265	772650	772650
4(b)	Laptop Computers /LCT-SW	12		0	0	0
5	Installation and Commissioning:					
(i)	Installation, integration, testing and Commissioning of (1+1) Hub equipment -service	1	1	1500000	1500000	1500000

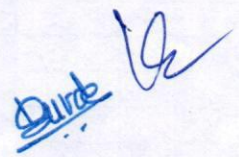
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21/01/2020  
AM (Sat-D)



		1	1	1500000	1500000	1500000
(ii)	Installation integration, testing and Commissioning of (2+1) Hub equipment -service					
	Installation and Commissioning of 2.4 M antenna including foundation-service	8	10	325000	2600000	3250000
(iv)	Installation and Commissioning of 3.8 M antenna including foundation-service	3	4	400000	1200000	1600000
(v)	Installation integration, testing and Commissioning of all equipment at remote location-service	11	14	175000	1925000	2450000
6	Comprehensive repair charges -service	0		6300000	0	0
7	Optional Items				0	0
(i)a	WAN Optimiser for Hub locations (400 Mbps in each direction)-HW	4.5	4.5	4949000	22270500	22270500
(i)b	WAN Optimiser for Hub locations (400 Mbps in each direction)-SW	0	0	0	0	0
(ii)a	WAN Optimiser for remote locations (100 Mbps in each direction)-HW	11	14	1886175	20747925	26406450
(ii)b	WAN Optimiser for remote locations (100 Mbps in each direction)-SW	0	0	0	0	0
(iii)	Software upgradation of Remote Satellite Modems from 100 Mbps to 200 Mbps in receive direction-SW	0	0	0	0	0
(iv)	Software upgradation of WAN Optimiser from 100 Mbps to 200 Mbps in each direction-SW	5	5	1439250	7196250	7196250
(v)a	Router-HW	2	2	8965265	17930530	17930530
(v)b	Router-SW			0	0	0
(vi)a	LAN Switch-HW	10	11	729725	7297250	8026975
(vi)b	LAN Switch-SW			0	0	0
(vii)a	Block up-converter (BUC)-8W-HW	4	4	560045	2240180	2240180
(vii)b	Block up-converter (BUC)-8W-SW			0	0	0
(viii)	Wired Rack for Housing Modems & Combiners-HW	3	2	253005	759015	506010
(ix)	L- band Combiner / Divider ( passive)-HW	2	2	16665	33330	33330
					117319234	131442107

  
 21/01/2020  
 AM (Sat-II)





No. 30-174-10/2017-BB-USOF dated 18.03.2020

Government of India  
Ministry of Communications  
Department of Telecommunications  
Office of Administrator, USO Fund

**Sub:** Discovered cost for augmentation of satellite bandwidth in A&N Islands from 2 Gbps to 4 Gbps - reg.

**Ref:** 100-21 (1) (7)/ 2018-TPL (R) dated 21.01.2020 from PGM (Radio) BSNL

1. This is in reference to intimation of tendered discovered cost by BSNL for augmentation of satellite bandwidth in A&N Islands from 2 Gbps to 4 Gbps.
2. The approval of competent authority is hereby conveyed for the market discovered cost of Rs. 36.3856 Crs for augmentation of satellite bandwidth in A&N Islands from 2 Gbps to 4 Gbps. Since the said approval is in the form of subsidy, no payment of taxes is applicable.
3. Further BSNL may ensure compliance of PMI-MII guidelines and furnish certificate in this regard.

This is issued with the approval of Secretary (T) DoT.

*Burde*  
18/03  
(Vilas Burde)  
Director (VSB), USOF  
23724623

To,

CMD BSNL

Copy to: Addl. Administrator (F) USOF

*Burde*  
*[Signature]*



गोविन्द मोहन  
अ. सचिव (यू.टी.)  
Govind Mohan  
Additional Secretary (UT)  
Tel. : 011-23092440  
011-23092717



ANNEXURE VI भारत सरकार  
GOVERNMENT OF INDIA  
गृह मंत्रालय  
MINISTRY OF HOME AFFAIRS  
NORTH BLOCK  
NEW DELHI - 110001

D.O. No. U-13015/10/2012-ANL(Vol. II)

Dated: May, 2019

Dear Anshuli:

This is in connection with a proposal of UT of A&N Administration to reimburse the satellite transponder charges (Space Segment Charges) incurred by BSNL for hiring satellite transponders through ANTRIX Corporation, ISRO, Govt of India for providing telecom services in A&N Islands continuously @2.118 Gbps and for enhancement of satellite bandwidth in A&N Islands upto 4.484 Gbps during the year 2019-20. As per DPR prepared by BSNL, the financial implications of the proposal are as under:

- a) Capital Expenditure(CAPEX): The cost of capital expenditure will be about Rs 46.48 Cr. As proposed CAPEX cost is to be borne by BSNL/USOF.
- b) Recurring expenditure (OPEX) towards Satellite bandwidth: The total OPEX is Rs 254.45 Cr plus 18% GST, for entire capacity of 4.4Gbps (existing plus new capacity) which will be borne by Ministry of Home Affairs/UT Administration.

2. I would therefore like to request you to kindly provide the CAPEX expenditure of Rs 46.48 Cr through USOF for augmentation of satellite bandwidth up to 4.484 Gbps in A&N Islands during the financial year 2019-20, with the OPEX to be borne by MHA.

With regards,

Yours sincerely,

Addl. Admn (F)

DDA (E)

Ms. Anshuli Arya  
Administrator, USOF,  
Ministry of Communications,  
20, Ashoka Road, Sanchar Bhawan,  
Delhi-110002.

(Govind Mohan)