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No. 30-156-2/2015-USF
Government of India
Ministry of Communications
Department of Telecommunications
Universal Service Obligation Fund
Sanchar Bhawan, 20, Ashoka Road, New Delhi – 110 001.

Dated 18.1.2017

To

Bharat Sanchar Nigam Limited
Bharat Sanchar Bhawan
H.C. Mathur Lane
New Delhi - 110 001

{Kind Atten. : Shri H.C.Pant, CS & Sr. GM (Legal)}

Subject: Amendment of Agreement No. 30-156-8/2013-USF dated 30.09.2014 for subsidy support from USO Fund to provide mobile services in areas identified by Ministry of Home Affairs, Govt. of India under the Indian Telegraph (2nd Amendment of 2013) Rules, 2013.

Kindly refer to BSNL letter no MOB-46/LWE/MOU/2015/2015/43 dated 02.01.2017 and discussions held in the meeting taken by Administrator, USOF on 04.01.2017. The request of BSNL has been examined and in pursuance of the Clause 2.8 of Section-II (General Conditions) – Modifications in Terms and Conditions of Agreement, the terms and conditions of the captioned Agreement are hereby amended, with the approval of the Administrator, with immediate effect to the extent as annexed. (Annexure-I enclosed)

3. In case of this contract for additional 156 sites, the prices of Solar system complete with battery etc. [SOR no 2 (A) (i)] is reduced by Rs 15000 per set w.r.t. it's prices for 1836 sites as stated in the agreement signed dated 30.09.2014. Hence BSNL will submit the duly approved firmed costs for implementation, along with its breakup into tendered & non-tendered CAPEX cost, tendered & non-tendered OPEX cost (except VSAT & carriage charges), and VSAT charges & Carriage charges.

4. All other terms and conditions of the said agreement shall remain unchanged and the relevant provisions of the agreement & the instructions/guidelines/directions issued/to be issued thereunder would also be applicable for these 156 additional sites.

Please acknowledge receipt as a token of acceptance.

Director (T-1), USOF

Copy to:

1. CMD, BSNL, New Delhi
2. Director(CM),BSNL Please refer discussions held during meeting dated 04.01.2017.
3. JA(F), USOF, DoT, New Delhi.

DAF II


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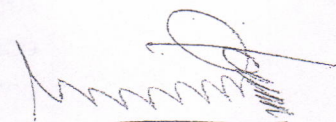
AAF III

Sr. No.	Clause No.	Existing text	Amended text
1.	2.4.6 Section-II (General Conditions)	In addition to provisions contained in clause 2.4.1 above, USP shall install and commission mobile towers in the additional 156 mobile sites latest by 21.06.2017. USP shall operate and maintain the mobile service provision from these 156 sites also under this Agreement from the date of commissioning.	In addition to provisions contained in clause 2.4.1 above, USP shall install and commission mobile towers in the additional 156 mobile sites latest by 21.07.2017 . USP shall operate and maintain the mobile service provision from these 156 sites also under this Agreement from the date of commissioning.
2.	3.3 Section-II (Technical Conditions)	<p>Tower Locations</p> <p>The locations will be as decided by MHA and BSNL will ensure that there is no duplication and towers are not installed where connectivity exists. In order to ensure that new towers are not installed at the locations /sites where mobile coverage already exists, BSNL shall carry out survey of the site area along with MHA / State Government. BSNL shall certify and submit the report to USOF on non-availability of mobile services by any service provider at the site/location, where the new tower is proposed to be installed under the LWE scheme. BSNL shall coordinate with the Ministry of Home Affairs (MHA)/ State Governments to decide each</p>	<p>Tower Locations</p> <p>BSNL shall coordinate with the Ministry of Home Affairs (MHA)/ State Governments to decide each Tower location and for the arrangement of the land for installing mobile towers and other necessary equipment and intimate the Administrator. The locations would be such that there is no/ inadequate mobile coverage. This would be ascertained by joint survey of BSNL/ State Government and / or MHA prior to installation of the mobile towers at the location and intimate the Administrator.</p>

		Tower locations and for the arrangement of the land for installing mobile towers and other necessary equipment and intimate the Administrator	
3	4.5.1 Section-IV (Operating Conditions)	BSNL shall set up infrastructure and commission the mobile network and services in the 1836 identified areas, within 27 months from effective date. And BSNL shall install and commission mobile towers in the additional 156 mobile sites latest by 21.06.2017.	BSNL shall set up infrastructure and commission the mobile network and services in the 1836 identified areas, within 27 months from effective date. And BSNL shall install and commission mobile towers in the additional 156 mobile sites latest by 21.07.2017 .
4	5.2.1 Section-V (Commercial Conditions)	The Administrator or his representative(s) or the agencies authorized (Hereinafter referred to as the Designated Monitoring Agency) shall have the right to inspect and test the equipment installed for provision of mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the premises of USP, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the Designated Monitoring Agency at no cost to the Administrator. After installation and commissioning of BTS/sites, coverage testing will be done by respective TERM Cells of DoT, which will submit its	The Administrator or his representative(s) or the agencies authorized (Hereinafter referred to as the Designated Monitoring Agency) shall have the right to inspect and test the equipment installed for provision of mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the premises of USP, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the Designated Monitoring Agency at no cost to the Administrator. BSNL would assist in coverage test by TERM cell or any other agency designated by



		report, circle-wise, as & when carried out, to USOF and / or its Designated Monitoring Agency (DMA) for deciding further action to be taken, in terms of Subsidy deductions or financial penalties.	USOF. The penalties, if any, would be deducted according to the terms and conditions of this agreement based on the test reports.
		6.11.3.a. The subsidy payment in respect of additional 156 BTS towers shall be made to BSNL within four weeks of submission of the claim, as per the break up given below:	6.11.3.a. The subsidy payment in respect of additional 156 BTS towers shall be made to BSNL within four weeks of submission of the claim, as per the break up given below:
5.	6.11.3.a to 6.11.3.e	<p>(i) Payment of full Non-tendered CAPEX along with the centage thereon, towards the cost already incurred by BSNL</p> <p>(ii) Payment of 25% tendered CAPEX to BSNL as mobilization advance, to be adjusted against CAPEX payable.</p> <p>6.11.3.e. The schedule for release of subsidy payable amount for non-tendered OPEX net of revenue shall be in arrears every quarter for 156 additional sites.</p>	<p>(i) Payment of full Non-tendered CAPEX along with the centage thereon, towards the cost already incurred by BSNL</p> <p>(ii) Payment of 25% tendered CAPEX to BSNL as mobilization advance, to be adjusted against CAPEX payable.</p> <p>(iii) Payment of Non-tendered OPEX for two quarters (six months).</p> <p>6.11.3.e. The schedule for release of VSAT Spectrum charges, a component of non-tendered OPEX shall be as stated in clause 6.11.9 (a)&(b).</p>


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