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Hari Krishnan
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1.10.24
 GM (NWP-Spl. Project)
 BSNL Co., New Delhi

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BHARAT SANCHAR NIGAM LIMITED BHARAT SANCHAR NIGAM LIMITED BHARAT SANCHAR NIGAM LIMITED BHARAT SANCHAR NIGAM LIMITED BHARAT SANCHAR NIGAM LIMITED

DIGITAL BHARAT NIDHI

AGREEMENT

FOR

**PROVISION OF 4G MOBILE SERVICES, AUGMENTATION OF OFC
TRANSMISSION NETWORK & PROVISION OF FTTH SERVICES IN
LAKSHADWEEP ISLANDS**

With

Bharat Sanchar Nigam Limited

No. 30-176-1/2021-DBN-BB (Vol. II) dated 01-10-2024

TOTAL PAGES - 58



भारत सरकार/ Government of India

संचार मंत्रालय/ Ministry of Communications

दूरसंचार विभाग/ Department of Telecommunications

डिजिटल भारत निधि/ Digital Bharat Nidhi

संचार भवन, नई दिल्ली - ११०००१/ Sanchar Bhawan, New Delhi - 110001

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Page 1 of 58

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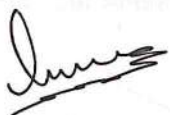
**GM (NWP-Spl. Project)
BSNL Co., New Delhi**

Table of Contents

SECTION-I : AGREEMENT.....	4
SECTION-II: GENERAL CONDITIONS	7
SECTION – III: TECHNICAL CONDITIONS	14
SECTION -IV: OPERATING CONDITIONS	23
SECTION – V: COMMERCIAL CONDITIONS	26
SECTION-VI: FINANCIAL CONDITIONS	29
SECTION – VII: DEFINITIONS.....	32
ANNEXURE-1: Work Order dated 27.05.2022.....	34
ANNEXURE-2: Format for Requisition of Fund For CAPEX/ OPEX	38
ANNEXURE –2 (A): Format for Annual Auditor's Report on Statement(s) of Requisition & Utilization of Funds for the Project /Scheme under the agreement	39
ANNEXURE 2 (B): Format of Utilization Certificate	40
ANNEXURE 2 (C): Format of Utilization Certificate	41
ANNEXURE-3: PROFORMA FOR SELF-CERTIFICATION BY UNIVERSAL SERVICE PROVIDER	42
ANNEXURE-4: FORMAT FOR AUDITOR'S REPORT ON STATEMENT OF CLAIM FOR SUBSIDY FROM DBN.....	45
ANNEXURE-5: MONTHLY STATEMENT	46
ANNEXURE-6: FORMAT FOR THE CERTIFICATION FOR CONTINUATION OF THE SERVICES STATUS	47
ANNEXURE-7: FORMAT FOR INSTALLATION OF TOWERS IN ADDITION/DELETION OF PROPOSED TOWERS.....	48
ANNEXURE-8: FORMAT FOR REQUEST FOR SHIFTING OF TOWERS	49
ANNEXURE-9: MONTHLY STATEMENT OF PROGRESS OF PROJECT IMPLEMENTATION	50
ANNEXURE-10: MONTHLY STATEMENT OF OFC NETWORK CREATED AND FTTH CONNECTIONS PROVIDED	51
ANNEXURE-11: FAULT INCIDENCE REPORT	52
ANNEXURE-12: FINANCIALS	53
ANNEXURE-13: COVERAGE CRITERIA LETTER DATED 17.09.2022	55
APPENDIX-1: DETAILS OF SITE LOCATIONS IN LAKSHADWEEP ISLANDS	56



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BSNL Co., New Delhi

SECTION-I : AGREEMENT

The President of India, acting through the Administrator, Digital Bharat Nidhi (DBN) who for the purpose of this Agreement is being represented by DBN, Department of Telecommunications, under Government of India and having its office at 3rd 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/ 2013, having its registered office at Bharat Sanchar Bhawan, H.C. Mathur Lane, New Delhi - 110 001, acting through Bharat Sanchar Nigam Limited, the Authorised Signatory (hereinafter called the Universal Service Provider or "USP" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees) of the Second Part.

Whereas, the Government of India has approved a Project / Scheme for "Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision Of FTTH Services In Lakshadweep Islands"

And Whereas, BSNL has agreed to provide 4G Mobile Services, augment OFC Transmission Network & provide FTTH Services in Lakshadweep Islands (as mentioned in the work order dated 27.05.2022 placed at **Annexure-1**) and the Administrator has, subject to BSNL performing all the obligations on their part, agreed to provide subsidy on the terms and conditions hereinafter;


NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. BSNL hereby agrees and undertakes to provide 4G Mobile Services, augment OFC Transmission Network & provide FTTH Services In Lakshadweep Islands [as per terms and conditions of this agreement and work order dated 27.05.2022] and the Administrator, in consideration of BSNL having agreed to set up and manage the aforesaid services hereby agree to grant subsidy to BSNL, in accordance with this Agreement.
2. This Agreement will remain valid for 11 years (12 month Roll out period and 10 years O&M) from date of effect of this agreement with DBN unless revoked earlier for any reason whatsoever.
3. The USP 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. Effective date of this Agreement shall be the date of signing of the agreement.
5. Unless otherwise mentioned or appearing from the context, the Work Order No. 30-176-1/2021/DBN-BB (Vol. IX) dated 27.05.2022 for Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision Of FTTH Services In



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Lakshadweep Islands issued shall form part and parcel of this Agreement. This is placed as **Annexure-1**.

6. This Agreement is divided into seven Sections. Apart from the present Section-I, other Sections are as under:

- II. General Conditions
- III. Technical Conditions
- IV. Operating Conditions
- V. Commercial Conditions
- VI. Financial Conditions
- VII. Definitions

All the Sections and Annexures together form the Agreement.

7. **No Partnership** – Nothing in this Agreement shall be construed to constitute a partnership or agency between the Parties and the USP 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.

8. **No Employment** – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the USP or any person employed by or under him for this Agreement.

9. **Indemnify the Administrator** – The USP 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 USP or any of his officer, employee, agent or professional etc. while performing or purporting to perform this Agreement.


10. **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.

11. **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.

12. **Independent External Monitors (IEMs)** appointed by Department of Telecommunications (DoT) shall oversee the implementation of Integrity Pact. Name and address of IEMs are as below:



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(HARIKRISHNAN S.)
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Deptt. of Telecom, Govt. of India
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Shri Manoj Pant, IFoS (Retd)
Flat No 6141, Tower 6, ATS Le Grandiose, Sector 150, Noida (UP) – 201310
e-mail id: mpant@gmail.com, m_pant2007@rediffmail.com


Shri Umendra, IFoS (Retd)
1/55C, Vipulkhand, Gomit Nagar, Lucknow-226010
e-mail id: sharmaumendra@gmail.com

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the First day of October, 2024.


Signed for and on behalf
of M/s Bharat Sanchar Nigam Ltd.

Signed for and on behalf of President of
India

(Reena Malhotra)
PGM (NWP-Spl. Project), BSNL
Bharat Sanchar Bhawan,
Harish Chandra Mathur Lane,
Janpath,
New Delhi – 110001


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Witnesses


(Rahul Yadav)
DGM, (NWP-Spl. Project), BSNL
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(S Harikrishnan)
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Digital Bharat Nidhi,
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(हरिकृष्णन एस.)
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(M.C. Sathish)
Deputy Administrator (F),
Digital Bharat Nidhi,
Department of Telecommunications,
Sanchar Bhawan, 20 Ashoka Road,
New Delhi -110001

SECTION-II: GENERAL CONDITIONS

2.1. General

- 2.1.1. The Agreement shall be subject to the terms and conditions (including transfer, assignments or franchising) of UASL (Unified Access Service License)/ Migration or award of new license in lieu of UASL.
- 2.1.2. The USP shall be bound by the terms and conditions of the Agreement or any other instructions issued from time-to-time by the Administrator. The USP shall always be liable to perform the obligations under this Agreement for Provision of FTTH Services and Mobile Services for which the Agreement has been entered into during the validity period of the Agreement.
- 2.1.3. The signing of Agreement will not be treated and taken as grant of fresh License under the Indian Telegraph Act, 1885.

2.2. Scope of the Agreement

- 2.2.1. Objective of the scheme is to provide financial support from USO Fund for a period of five years, for Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands as per terms of Work Order dated 27.05.2022.
- 2.2.2. BSNL shall Set-up (i.e. Supply, Install, Test, Commission), Operate, Maintain and Manage the respective infrastructure sites and OFC network required for effective provision of FTTH services and Mobile Services based on 4G technology in sites as per **Appendix-I**.
- 2.2.3. DBN shall provide financial support as per the Financial Conditions of the Agreement (**Section - VI**).
- 2.2.4. BSNL, at its discretion, shall share infrastructure with other Licensed Service Providers, subject to compliance of the guidelines /instructions issued by DoT in this regard. However, there shall not be any additional financial support from DBN.

2.3. Deliverables

- 2.3.1. Deliverables of the Scheme shall be Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands, as per the terms and conditions of the DBN work order dated 27.05.2022. It shall include, inter alia, commissioning of infrastructure and continued Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands in compliance with DoT Licenses and Telecom Regulatory Authority of India (TRAI) Regulations, as applicable.



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2.3.2. BSNL will be responsible for:

- a. Carrying out survey to identify the exact location of sites for installation of tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in Work Order / Agreement.
- b. Acquisition of sites in as specified in the agreement.
- c. Supply, install, test, commission and maintenance of telecom towers as specified in the agreement.
- d. Provision of Electrical/Grid connection (where Grid-power available), Battery and Diesel Generator (DG) of specified capacity.
- e. Installation of eNode-B and associated equipment as per specifications in the agreement.
- f. Installation of Antennas and all other associated equipment as per specifications.
- g. Providing Backhaul as per the specifications and requirement in the agreement.
- h. Laying of OFC and installation of GPON equipment, BNG, PE Router, Caching Server, LAN Aggregator Switch and all other associated equipment as per specifications.
- i. Commissioning of services and providing 4G mobile services and FTTH services consistent with the terms and conditions of the License Agreement signed with DoT.
- j. To maintain the desired Quality of Service (QoS) as per the TRAI recommendations (uptime of minimum 98% for 4G mobile services).
- k. Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G mobile services and FTTH services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of Ten years from the date of roll out of services.

2.3.3. BSNL will have to submit following to DBN:

- a. A Survey report covering assessment of exact number of towers and type of backhaul to be installed at identified land at each location given in the **Appendix-1** of this Agreement.
- b. Affidavits from the authorised signatory confirming the commissioning, operation and maintenance of mobile services through each tower and FTTH services towards claiming the subsidy along with details of the infrastructure created with cost and specification in the prescribed format in this Agreement.

c. Quarterly status reports on operation and maintenance of towers confirming that each tower is functional and efficiently providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT. Traffic volume of each eNode-B should also be reported. Quarterly status reports on operation and maintenance of FTTH services confirming that the connections are functional and efficiently providing services consistent with the terms and conditions of the License Agreement signed with DoT. Traffic volume of overall FTTH connections should also be reported.

d. Status reports on operation and maintenance of towers confirming that each tower is functional and efficiently providing 4G based mobile services consistent with the terms and conditions of the License Agreement signed with DoT. Status reports on operation and maintenance of FTTH services confirming that connections are functional and efficiently providing FTTH services consistent with the terms and conditions of the License Agreement signed with DoT.

2.3.4. Details of Areas to be Covered:

(i) The list of identified 37 sites to be provided with 4G based mobile services enclosed at **Appendix-1**. New Towers are to be installed at 20 sites and upgradation to 4G services are to be done at 17 sites.

(ii) Details of OFC to be laid and GPON equipment to be installed are enclosed at **Appendix-1**. Subsidy is applicable for upto 763 FTTH connections installed at Government offices.

2.3.5. Installation of new tower and associated infrastructure in a given location is not required if it is already covered from any 2G/3G/4G services provided by any other Telecom Service Provider (TSP). The same should be duly justified and certified by BSNL.

2.3.6. DBN subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed and commissioned under the Scheme and will be limited to the number of sites finalized and approved by DBN.

2.3.7. The broad parameters in the deliverables are as per Section-III

2.3.8. The Provision of Public Procurement (Preference to Make in India) {PPP MII} order dated 2017 (as amended from time to time) will be applicable.

2.3.9. Fundamental principles of public buying guidelines as mentioned in Rule 144 (xi) of the General Financial Rules (GFRs) 2017, notified by Department of Expenditure, Ministry of Finance vide O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 shall be applicable to this agreement along with relevant references and amendments.



2.3.10. BSNL has to ensure compliance to all codal formalities including GFR etc. being procuring agency.

2.3.11. The timeline / rollout for the implementation for the project will be 12 months from date of signing of this agreement.

2.3.12. Mobile services and FTTH services shall be made available to the general public.

2.4. Ownership of Assests

The infrastructure created under this project shall be owned by BSNL.

2.5. Duration of the agreement:

This Agreement will remain valid for 11 years (12 month Roll out period and 10 years O&M) from date of effect of this agreement with DBN unless revoked earlier for any reason whatsoever.

2.6. 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. The decision of the Administrator shall be final in this regard.

2.7. MODIFICATIONS IN TERMS AND CONDITIONS OF AGREEMENT

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement signed with the USP as may be mutually agreed, 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.

2.8. REQUIREMENT TO FURNISH INFORMATION

The USP 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 provisioning of mobile services under this Agreement.

2.9. TERMINATION OF AGREEMENT

2.9.1. 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 USP 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.

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

2.9.3. Provided that if the respective CMTS/ UASL/UL license is terminated, as the case may be, then the Agreement for setting up and managing Infrastructure



sites and provision of mobile services based on the Work Order dated 27.05.2022 shall also stand terminated forth-with.

2.9.4. 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 USP and upon such inquiry, the USP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type.

2.9.5. It shall be the responsibility of the USP to maintain the Quality of Service as per conditions of the Agreement during the period of notice for termination of Agreement.

2.10. ACTIONS PURSUANT TO TERMINATION OF AGREEMENT

2.10.1. If the Quality of Service (QoS) is not maintained as per standard prescribed hereto during the notice period then no subsidy for the notice period shall be payable.

2.10.2. If it is found that the USP 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 USP to the Administrator. Any amount due from the USP under this agreement, without prejudice to any other mode of recovery, may be recovered as arrears of land revenue.

2.11. DISPUTE SETTLEMENT

2.11.1. In the event of any dispute or difference arising under the Agreement, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of Commercial Disputes) as mentioned in DPE OM No. 4 (1)/2013-DPE (GM) FTS-1835 dated 22.05.2018, OM No. 334774/DoLA/AMRD/2019 dated 31.03.2020 and/or any other instructions issued in this regard from time to time.

2.12. FORCE- MAJEURE

2.12.1. 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 Government, Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the USP), 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 30 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 mobile services under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

2.12.2. 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.

2.13. SET OFF CLAUSE

2.13.1. In the event any sum of money or claim becomes recoverable from or payable by the USP 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 USP under this Agreement or any other Agreement or contract between the Administrator/ Department of Telecommunications, Govt. of India and the USP.

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

2.14. OTHER OBLIGATIONS

2.14.1. 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 the provisions of the TRAI Act, 1997 as amended from time to time and instructions as are issued by the Administrator.

2.14.2. 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 USP.

2.14.3. BSNL would have to ensure that it continues to hold a valid telecom license and necessary spectrum, during the currency of the DBN Agreement.

2.14.4. BSNL shall apply all due diligence in understanding all aspects of the project including the terrain, its remoteness and the possible handicaps, hurdles or reasons for delay and shall have no cause of grievance or abatement on this score.

2.14.5. The USP represents and warrants to the Administrator that

- a) 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.
- b) 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.

- c) It has the financial standing and capacity to undertake and perform the obligations in accordance with this Agreement.
- d) 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.
- e) 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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BSNL Co., New Delhi

SECTION – III: TECHNICAL CONDITIONS

3.1 GENERAL

3.1.1 The Technical Specifications of the scheme for Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands are explained in the forthcoming clauses.

3.1.2 The requirements specified herein are the minimum requirements to be complied. BSNL has to expand /upgrade the eNode-B infrastructure and FTTH infrastructure to enhance capacity and provide advanced services based on the traffic/public requirement. However, support for 4G (Data + Voice) for mobile phones is mandatory.

3.1.3 BSNL shall work within the framework of the Technical conditions of the CMTS/UASL/UL Agreement. The Technical requirements of the scheme shall supplement "General Conditions" as contained in Section-II and "Commercial Conditions" as contained in Section-V.

3.1.4 BSNL shall abide by the existing land laws, labour laws, local customs and the best of prevalent latest practices in the Industry.

3.1.5 Administrator, DBN shall not be responsible for any breach of such Act(s)/ Law(s) by the executing entities for whatsoever may be the reason.

3.1.6 BSNL shall be solely responsible to set up, operate and maintain the 4G based mobile services in identified areas by installing the following Components:

- (i) Mobile Tower
- (ii) eNode-B associated Radio Access Network equipment, Base Station Controller (BSC) equipment (if required)
- (iii) Associated antennas,
- (iv) Backhaul connectivity to core networks,
- (v) Power/RET arrangements and back-up
- (vi) Other necessary equipment and
- (vii) Associated civil and electrical works required to provide 4G based mobile services

3.1.7 BSNL shall be solely responsible to set up, operate and maintain the OFC network and provide FTTH services by installing the following Components:

- (i) 24F/48F OFC network, trenching, laying, marking alongwith pipe/ terminal equipment
- (ii) GPON Equipment
- (iii) Broadband Network Gateway
- (iv) PE Router, Caching Server, LAN aggregator switch
- (v) FTTH Equipment
- (vi) Associated civil and electrical works required to provide FTTH services

3.2. The list of sites to be commissioned in Lakshadweep Islands is at **Appendix-1**


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3.3. TECHNICAL SOLUTION:

3.3.1. USP will float tender for for Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands as per Work Order dated 27.05.2022 and this Agreement.

3.3.2. For provisioning of 4G services, the network should be compliant to the below mentioned features as given in Table 3.1. BSNL may deploy the equipment to enhance capacity/capability as per traffic requirement.

Sl. No.	Particular	4G Technical requirement
1	Tower height	40 Meter GBT
2	Carrier Power	Minimum 20 Watts per sector depending upon the population and coverage required
3	Technology	eNode-B shall be based on Long-Term Evolution (LTE) technology, outdoor versions tower mounted and shall support remote electrical tilt.
4	Minimum no. of sectors	1/1/1
5	Antenna	Sectoral antenna with radiating power of 20 Watts per Sector
6	Receiver sensitivity	Receiver sensitivity shall be as per 3GPP standards
7	Minimum Radial Coverage	4 Km for normal conditions. The data rate should be minimum 512 Kbps for single user at the edge of the cell boundary.
8	Minimum Backhaul bandwidth	Very Small Aperture Terminal (VSAT) of 8 Mbps or Optical Fibre Cable (OFC)/ Microwave (MW) of minimum 15 Mbps
9	Services	Full mobility for Voice services, network should support service continuity for Data services.
10	Network	Network should support 100 active users or 20% of the population whichever is higher for a site

Table- 3.1

3.3.3. Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 40 Meter height.

(OR)

Alternatively, Mast/tower design shall be as per design approved from an organization like Structural Engineering Research Centre (SERC)/ TEC/ Indian Institute of Technology (IITs) for structural fitness, safety, load bearing capacity, ability to withstand minimum wind speed of 180 Km/Hr, after applying various topological factors including allowable soil bearing capacity. Necessary certification from an agency like SERC/ TEC/IITs shall be submitted by BSNL at the time of testing for Proof of Concept as per clause 5.13.1.



- 3.3.4. The towers shall be located at the identified tentative tower locations as specified in **Appendix-1** of the Agreement to provide 4G based mobile services in those areas.
- 3.3.5. BSNL shall make their own arrangements to get the further detailed map of the area to be covered or any other data relevant and necessary for planning and engineering of the 4G based mobile services. BSNL has to ensure coverage in the sites mentioned as in the **Appendix-1**.
- 3.3.6. BSNL is advised to verify non-availability of the coverage in the villages as specified in Clause 2.3.5, before installing equipment for which it intends to claim support from Digital Bharat Nidhi. No claims shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers. No subsidy shall be paid for installation of tower to cover partially covered villages. Coverage criteria shall be as per letter no DDG (SDP)/DBN/DoT/Uncovered Villages – Part I dated 17.09.2022 (**Annexure-13**).
- 3.3.7. Standing Advisory Committee on Radio Frequency Allocation (SACFA) clearance shall be the responsibility of BSNL.
- 3.3.8. Each tower including the antenna system and other equipment mounted on the tower shall be strong enough to resist winds with a velocity as indicated in Clause 3.3.3 and to suffer no serious vibrations or torsion, which may deteriorate the network performance. Under operational wind speed, torsion and sway of the structure shall be limited to ± 0.5 degrees, when carrying full or intermediate complement of antennas.
- 3.3.9. BSNL shall be responsible for the safety during transportation, handling and erection of tower and associated equipment.
- 3.3.10. BSNL shall maintain on site detailed calculations, standards of materials and specification data on the deflection limit of towers and the safety factor used in tower erection, as well as detailed drawings.
- 3.3.11. To conform to Civil Aviation regulations, the towers shall be painted in alternate bands of international orange and international white, terminating with orange at top and the bottom, Height of each band should not exceed 6 meters and should not be less than 0.5 meters. The correct shade for the international orange corresponds to Indian Standards Institution (ISI) shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint.

3.4 SIGN BOARD

The USP shall provide a signboard as per the design provided by DBN.

3.5 POWER Requirement

3.5.1 Grid Power connectivity is to be provided for all the feasible sites.

3.5.2 Following combination of power source is to be provided for all sites:

Type of energy source	Capacity
Battery	2*400 or 1*800 AH Lithium-ion type
Standby power source	DG (5 KVA) or solar of adequate capacity

- 3.5.3 BSNL shall comply to the minimum power arrangement and battery autonomy as per above, however, if required, BSNL shall install additional power source to meet the uptime requirement as per TRAI guidelines. However, there shall be no extra financial support from DBN.
- 3.5.4 Capacity of the Battery sets shall be planned such that the battery set is not required to be discharged beyond its rated capacity at any time to meet 100% load.
- 3.5.5 The battery shall have Output Voltage (say -48V/-24V) depending on the eNode-B used.
- 3.5.6 Power unit should be complete with Charge Controller Unit (CCU)/ Switched-Mode Power Supply (SMPS), Power distribution, auto switching unit and remote sensors.
- 3.5.7 Power plants are to be compatible with the batteries and are to be equipped with Battery Health Check systems and Remote Monitoring facility.
- 3.5.8 Suitable switching arrangement for inter connection between various items of CCU/SMPS Power Plants, Battery sets and their interconnection in switching cubicle and further power distribution to equipment as required for the ultimate capacity shall be provided.
- 3.5.9 Complete drawings for power plant and battery and information regarding inter-connecting arrangements and layout shall be made available on site. Maintenance spares including spares for control panel and spare fuses should also be provided at the site.
- 3.5.10 Integrated Power units supporting above functionalities may also be used.
- 3.5.11 During the agreement period, cost of replacement of equipment/spectrum, etc if any, will have to be borne by the USP and no additional funds for the same shall be provided by DBN.

3.6 eNode-B

- 3.6.1 The eNode-B shall be based on LTE Technology. Minimum requirements are:
- Voice Service,
 - Short Message Service (SMS)
 - Data communication services: Minimum 512 Kbps at cell boundary at 4 Km
- 3.6.2 The eNode-B shall be of Outdoor versions and preferably tower mounted.
- 3.6.3 Latest Electromagnetic Field (EMF) Radiation norms of DoT shall be complied.

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- 3.6.4 eNode-B complying to the requirements given in Table 3.1 shall be provided.
- 3.6.5 eNode-B shall be capable for Omni and sectorized configurations
- 3.6.6 The Outdoor eNode-B shall be suitable for operation without air-conditioning. Outdoor eNode-B with proper protection with respect to dust, rust and other environmental degrading factors shall be provided. Minimum standard should be IP 66.
- 3.6.7 The eNode-B shall meet the service requirement mentioned in document issued vide DoT letter no. 1-6/2015-AS-IV dated 13.01.2017 for 4G mobile services.
- 3.6.8 Security – All data sent over the radio interface shall be encrypted.

3.7 BACKHAUL CONNETIVITY

- 3.7.1 Backhaul Technology may be either Optical Fibre Cable or Microwave or VSAT. BharatNet backhaul should be preferred wherever available.
- 3.7.2 The cost of the VSAT connectivity will have to be borne by BSNL except charges for Suheli Island for 5 years as given in Annexure-12 which includes satellite bandwidth charges and carriage charges from Hub to BTS. Efforts however maybe made by BSNL to utilize the existing satellite bandwidth infrastructure available with UT Administration.
- 3.7.3 The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps (since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65:35 percent ratio. However, it is left to BSNL to provision the same as per network requirements) and sites installed with Microwave/OFC backhaul should have minimum bandwidth of 15 Mbps.
- 3.7.4 Sharing of existing VSAT Hubs is permitted. Setting up new hubs for the project is not mandatory. The backhaul from BSNL gateway to Point of Presence (PoP) location of BSNL will be decided with mutual consent. Further BSNL can extend its own connectivity from its PoP location with BSNL gateway location.
- 3.7.5 Radio Modems may be used as backhaul as an alternative to Microwave. If ISM (Industrial, Scientific and Medical) band is used, BSNL shall ensure secured and interference-free communication and data services meeting QoS requirements specified in this document.
- 3.7.6 The backhaul equipment installed shall work without the need for Air-conditioning.
- 3.7.7 BSNL shall convert VSAT sites on microwave/OFC backhaul whenever feasible.

3.8 COVERAGE SPECIFICATIONS

- 3.8.1 The equipment to be installed shall have adequate Radio Frequency (RF) filtering in the transmitter and receiver to avoid adjacent channel interference to any other system or to any other operator and to meet the receiver sensitivity / specifications of the equipment in the network.

3.8.2 Signal levels in the coverage area shall be as per prevalent TRAI regulations on QoS standards.

3.9. FIRE ALARM AND FIRE EXTINGUISHERS SYSTEMS:

Proper arrangement shall be made for fire detection and alarm and fire extinguisher system as per fire safety norms applicable for that location. Fire alarm system is to be provided for each site as integrated/ standalone system.

3.10. QUALITY OF SERVICE PARAMETERS

3.10.1 The Quality of Service (QoS) Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be applicable.

3.10.2 BSNL shall ensure provision of reliable services to the customers as per the Quality of Service prescribed by the TRAI from time to time. BSNL shall adhere to such QoS standards and provide timely information as required therein.

3.10.3 The Administrator or TRAI may carry out performance tests either directly themselves or through Third Party Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. 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.

3.10.4 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.

3.10.5 Proper arrangement should be made by BSNL for reporting/ booking service-related complaints.

3.10.6 BSNL will keep a record of peak latched customers to the eNode-B installed under the scheme and the telecom traffic generated and registered from each site. BSNL shall also maintain faults and rectification reports of the eNode-B, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/or TRAI as and when and in whatever form desired. BSNL shall submit mandatory quarterly and other periodic network reports to TRAI with a copy to Administrator, DBN.

3.11. TESTING:

3.11.1. It shall be the responsibility of USP to ensure that installation, commissioning, operation and maintenance of all infrastructure created under the Project are carried out as per Tender Requirements specified by BSNL.

3.11.2. It shall be the responsibility of BSNL to ensure that Quality Assurance Testing, Acceptance Testing and validation are conducted as per Tender Requirements specified by BSNL.

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

3.11.4. BSNL shall submit details as per **Annexures 3 & 4**.

3.12. GENERAL GUIDELINES

3.12.1. The power backup of suitable capacity shall be provided to cater to the backup requirements of each site by BSNL.

3.12.2. Factory Test Certificates are to be provided for items like LTE based eNode-B and accessories, Transmission equipment, power equipment and infrastructure provided.

3.12.3. Detailed documentation related to periodical maintenance and procedure for faulty part replacement shall be supplied.

3.12.4. Logbooks/ Reports of site maintenance are to be maintained. The Network Operations Centre (NOC) report shall be made available to DBN on quarterly basis. Online access be provided to Designated Monitoring Agency (DMA).

3.12.5. All types of activities are to be recorded either manually or through system generated log.

3.12.6. External Alarms shall be extended to OMC-R (Operations & Maintenance Center).

3.13. CONFORMITY WITH EXISTING LICENSES

BSNL shall work within the framework of the Technical conditions of CMTS/UASL/UL License Agreement.

3.14. OFC Network and FTTH Services

3.14.1 BSNL shall deploy the following as per Work Order dated 27.05.2022 as well as enhance capacity/capability as per traffic requirement.

S.No.	Details of items	Required Quantity
1	225 Km 24F/48F OFC Network, trenching, laying, marking alongwith pipe/terminal equipment	225
2	GPON Equipment	50
3	Broadband Network Gateway	1
4	PE Router, Caching Server, LAN aggregator switch	2
5	FTTH Equipment & Installation (Government offices only)	763

3.14.2 The GPON equipment shall be located at the identified tentative locations as specified in **Appendix-I**.

3.15 Quality of Service Parameters for OFC Network and FTTH Services

3.15.1 The Quality of Service (QoS) Parameters as prescribed by TRAI shall be complied.

3.15.2 BSNL shall ensure provision of reliable services to the customers as per the QoS prescribed by the TRAI from time to time. BSNL shall adhere to such QoS standards and provide timely information as required therein.

3.15.3 The Administrator or TRAI may carry out performance tests either directly themselves or through an Agency Authorized by Administrator, DBN and evaluate the QoS parameters at any time during the tenure of the Agreement. BSNL shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of QoS parameters.

3.15.4 BSNL will keep a record of equipment installed at the stations, OF cable provided for connecting, and lease bandwidth provided from, the node installed under the scheme. BSNL shall also maintain faults and rectification reports of the nodes, OF cable and other related items of the transport network such as Battery. Power Plant in respect of the bandwidth, provided to the service provider on lease, which will be produced before the Administrator or TRAI as and when required in whatever form desired. BSNL shall submit mandatory quarterly and other periodic network reports to TRAI with a copy to Administrator, DBN.

3.15.5 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.

3.15.6 Proper arrangement should be made by BSNL for reporting/ booking service-related complaints.

3.16. Penalty for interruption:

3.16.1 Mobile Services

Deduction in subsidy (EQS) shall be made from USP on pro-rata basis during DBN opex payment period, if there is interruption in services for more than 43.2 hours (cumulatively) in a quarter; and the entire EQS shall not be payable for that particular site, if there is interruption in services for 45 days or more in a quarter. The USP shall furnish the details of interruption/ down time of the services along with the payment statement as per the pro forma attached at **Annexure-4**. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.

3.16.2 OFC Network and FTTH Services

This shall be as per Amended BharatNet Program.

SECTION -IV: OPERATING CONDITIONS

4.1. CUSTOMER SERVICE

The terms and conditions of the UASL License Agreement, as applicable, shall prevail and shall be binding *mutatis mutandis*. The same shall also be applicable in case of migration or award of new license in lieu of the UASL license.

4.2. RIGHT TO INSPECT, TEST AND MONITOR

4.2.1. The Administrator or his authorized representative shall have the right to inspect the equipment installed by the USPs at the Mobile Services Sites so created for providing the mobile services in particular but not limited to access to Network Operations Centre (NOC)/ Network Management System (NMS), backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests. The USP 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. The Administrator or his authorized representative shall have the right to inspect the OFC network created for providing FTTH Services and also the equipment installed by BSNL so created in particular but not limited to, access to Network Operations Centre (NOC)/ Network Management System (NMS), backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests.

4.2.3. 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.

4.2.4. 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 USP, and during such inquiry the USP shall extend all reasonable facilities without any hindrance

4.2.5. Online access to NOC/NMS shall be provided to DBN representatives authorised by the Administrator. Web based access to NOC/NMS is desirable.

4.3 PROVISIONING OF 4G BASED MOBILE SERVICES and FTTH SERVICES

4.3.1. BSNL shall ensure that the mobile connections as mentioned in the monthly report have actually been provided in the area being served by the eNode-B installed with the subsidy support from USO Fund. A certificate to this effect is to be provided by BSNL in the monthly report in the prescribed proforma, Annexures-5,9.

4.3.2. BSNL shall ensure that the FTTH connections as mentioned in the monthly report have actually been provided with the subsidy support from USO Fund. A certificate to this effect is to be provided by BSNL in the monthly report in the prescribed proforma, **Annexure-10**.

4.4. UPGRADATION OF EQUIPMENT

The USP 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. BSNL shall not claim any charges for such up-gradation.

4.5. ROLL OUT

4.5.1. The indicative locations (Latitude, Longitude) for 37 towers for providing 4G mobile services are given at **Appendix-1** to the Agreement.

4.5.2. BSNL shall ensure Provision of 4G Mobile Services, Augmentation of OFC Transmission Network & Provision of FTTH Services in Lakshadweep Islands as per Work Order dated 27.05.2022 within one year from the date of signing of this agreement.

4.5.3. The roll-out period may be extended by the Administrator, if reasons for delay submitted by the BSNL are justified.

4.5.4. The USP shall provide a monthly statement in the format prescribed at **Annexures-5,9** giving details of the sites commissioned and traffic generated from each site during the month from the sites commissioned respectively to DBN HQ.

4.6. PHYSICAL VERIFICATION

4.6.1. Physical verification for all equipment installed at sites under the scheme shall be conducted by an Agency to be authorised by the Administrator, DBN, as per **Annexure-3**. In case of sites in difficult terrain/ weather conditions where physical inspection is not feasible and causing delay, use of technology tools like video recording/call and similar tools may be carried out.

The Verification shall include following:

- a. Physical verification of all Sites.
- b. Coverage test as per TSTP.

4.6.2. Self-certification shall be furnished by USP along with Acceptance Test results, including drive test results for all sites in prescribed format (as at **Annexure-3**).

4.7. LIQUIDATED DAMAGES

4.7.1. For the infrastructure sites not commissioned as per the rollout required to be achieved, without prior written concurrence of the Administrator, the delayed period shall entail recovery of Liquidated Damages (LD). Provided further, that for the infrastructure sites that are provided within 30

calendar days of the expiry of the rollout period by BSNL, the Administrator shall accept the infrastructure site without levy of any LD charges.

4.7.2. For the rollout of transmission network not completed as per as per the rollout required to be achieved, without prior written concurrence of the Administrator, the delayed period shall entail recovery of Liquidated Damages (LD). Provided further, that for the transmission network provided within 30 calendar days of the expiry of the rollout period by BSNL, the Administrator shall accept the transmission network without levy of any LD charges.

4.7.3. Liquidated Damages (LD) on BSNL will be imposed for non-execution of the work in scheduled time-period. The quantum of LD will be in accordance with the LD provisions contained in the Contract Agreement of BSNL with its successful bidder, consistent with the bid document. BSNL shall ensure recovery of LD from vendor, in accordance with the contract agreement, and shall pass on the same to DBN or adjust in the final claim.

4.8. CONFIDENTIALITY OF INFORMATION

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

4.9. 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*.

4.10. SECURITY CONDITIONS

The terms and conditions as to security conditions of the UASL/CMTS/UL agreement, as the case may be, shall be binding *mutatis mutandis*.

4.11. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT

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



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नई दिल्ली / New Delhi



SECTION - V: COMMERCIAL CONDITIONS

5.1. The USP shall provide the FTTH services and 4G Mobile services by performing the following activities:

5.1.1. Procure, install, test, commission, operate and maintain the eNodeB equipment, core, antenna, power infrastructure, associated backhaul connectivity to their respective core networks, other necessary equipments in accordance with the prescribed specifications in **Section-III: Technical Conditions**. Associated civil and electrical works required to install the said equipment shall also be carried out by USP.

5.1.2. The USP shall be solely responsible for installation, operation and maintenance of necessary equipment and systems, Provision of services to the customers, treatment of subscriber complaints, collection of call-charges and issue of receipts thereof and attending to claims and damages arising out of his operations.

5.1.3. BSNL would be required to, inter-alia, create the requisite infrastructure for provision of FTTH services and 4G based mobile services covering the following activities:


- (i) Acquisition of site of dimensions on lease basis/ outright purchase from any agency in the specified villages/ areas. In case, the land is taken on lease basis, the lease Agreement should be signed for a minimum period up to validity of agreement.
- (ii) Installation of tower and requisite infrastructure at the identified location.
- (iii) Supply, install, test, commission and maintain Masts/Towers conforming to Telecommunications Engineering Centre Generic Requirements (TEC GRs) as specified in Section-III: Technical Conditions of the Agreement.
- (iv) Arrange Electrical power connection as specified in Section-V: Technical Conditions of the Agreement Document from the concerned State Electricity Boards/ Corporations. Necessary coordination will be facilitated by DBN in case of requirement.
- (v) Supply, install, test and commission Renewable Energy Source, Batteries and Engine Alternators (Diesel Generator Sets) as specified in Section-V: Technical Conditions of the Agreement Document for providing power backup with changeover arrangements.
- (vi) Execution of associated civil and electrical work as per the specification prescribed in Section-III: Technical Condition.
- (vii) Install the eNode-B equipment, antenna and the associated backhaul connectivity to their respective core networks in accordance with the prescribed specifications in Section-III: Technical Conditions.
- (viii) Provide, operate and maintain the FTTH services and 4G based mobile services from all the sites in the specified villages in accordance with the prescribed specifications in Section-III: Technical Conditions.

- (ix) Only new equipment and material shall be provided under the Scheme. For this purpose, the new equipment shall be the one which has been procured not earlier than issue of Work Order dated 27.05.2022 and has never been used earlier.
- (x) All other necessary actions to provide the deliverables as specified in Clause 2.3 of the Agreement.
- 5.1.4. The infrastructure/ assets so created under this project shall be owned by BSNL.
- 5.1.5. BSNL shall ensure continued provisioning of FTTH services and 4G based mobile services, during the currency of the Agreement, in the locations as per the broad parameters of Agreement.
- 5.1.6. During the Agreement period, cost of change of equipment /spectrum, etc., if any, will have to be borne by BSNL.
- 5.1.7. Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide FTTH services and 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, after expiry of the Agreement signed with DBN.
- 5.1.8. Infrastructure created and services provided under this project will not be counted towards rollout obligations (as specified under the license conditions) of service providers.
- 5.1.9. Public Procurement guideline issued as per gazette notification dated 29th August 2018 issued by the Department of Telecommunications, titled "Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works" and amendments, shall be applicable along with relevant references.

5.2. Inspection, Testing and Monitoring

- 5.2.1. The Administrator or Third Party Agency (TPA) authorized by Administrator shall have the right to inspect and test the equipment installed for Provision of mobile services as per Clause 4.6.
- 5.2.2. Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USP shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator
- 5.2.3. Any equipment or any part thereof is found defective or fails to fulfill the requirements of the Agreement, the DBN based on report of TPA shall give notice to the USP setting forth details of such defects or failure and the USP 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 USP free of all charges at site.
- 5.2.4. Nothing in Clause 5.2 shall in any way release the USP from any warranty or other obligations under this contract.


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GM (NWP-Spl. Project)
BSNL Co., New Delhi

5.3. CHANGES IN AGREEMENT

The Administrator may, at any time, by a written order given to an USP, make changes within the general scope of the Agreement in any one or more of the following, subject to the condition that such changes will not have any major financial implications:

- (a) Drawings, designs or specifications of the Scheme
- (b) the location and number of the towers; or
- (c) The services to be provided by the USP.

SECTION-VI: FINANCIAL CONDITIONS

6.1. Subsidy from DBN

- 6.1.1. Support shall be payable as per **Annexure-12**.
- 6.1.2. BSNL will not claim items for which funding has already been provided by DoT/DBN in other projects to avoid duplicacy.
- 6.1.3. Liquidated Damages (LD) will be in accordance with the Provisions contained in clause 4.7. The LD realized by BSNL from vendor will be passed onto DBN or adjusted in the final claim.
- 6.1.4. The revenue earned from these sites will be retained by BSNL. Hence, no administrative charges are payable to BSNL for the project.
- 6.1.5. Since the payment is in the form of VGF/subsidy, GST will not be applicable. BSNL may accrue ITC and set off against its output services. However, in case of incidence of any indirect tax or statutory liabilities due to change in law, the same shall be reimbursed by DBN.
- 6.1.6. Release of payments towards CAPEX would be as per Clause 6.2.
- 6.1.7. To facilitate monitoring of physical progress with respect to release and utilization of funds, the physical progress of the work is to be submitted by BSNL in the prescribed format as per **Annexure-1**.
- 6.1.8. Since the subsidy disbursement under this project by DBN to BSNL is based on cost discovered by BSNL through tender and BSNL is liable to disburse on the said basis. To facilitate monitoring of financial cash flow with respect to further disbursement to third party, BSNL shall submit monthly subsidy disbursement report to DBN.

6.2. SCHEDULE OF RELEASE OF FUNDS UNDER CAPEX & OPEX

- 6.2.1. The schedule of release of funds under CAPEX/OPEX would be consistent with the approved cost [(CAPEX plus OPEX) for 5 years]. The schedule for release of funds would be as per BSNL contractual obligations with its vendors so as to ensure timely completion of the project and efficient operation of the scheme. The prescribed format for requisition of fund under CAPEX/OPEX is as per **Annexure- 2, 2 a, 2 b, 3 (For CAPEX only) & 4(For OPEX only)**.
- 6.2.2. The project costing details are as given in **Annexure-12** which shall be paid after signing of the Agreement as per the terms and conditions of the contract of BSNL with its vendor.
- 6.2.3. The payment to BSNL shall be contingent on the availability of tendered discovered cost for the said component.
- 6.2.4. Following supporting documents shall be submitted along with the prescribed Claim Statement and thus are integral part of the subsidy claim:

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Deptt. of Telecom, Govt. of India

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- (a) Monthly statement of Sites commissioning and mobile traffic generated for the quarter, as per **Annexure-5** and Service interruption report as per **Annexure-6** duly certified by concerned DoT Licensed Service Area (LSA) unit. BSNL, along with **Annexure-5**, shall also provide name of villages (along with the census code) covered by the installed tower.
- (b) Self-Certificate as per **Annexure-3**.
- (c) Monthly statement of OFC network created and FTTH connections provided as per **Annexure-10**, Fault Incidence Report shall be as given in Amended BharatNet Program.

6.2.5. Details of CAPEX and OPEX are as per para 6.2.2 (**Annexure-5**) of this agreement:

- (i) CAPEX and O&M of Electronics (4G eNodeB), Microwave transmission equipment and End Link Transmission media, VSAT are indicative costs and will be paid as per actual based on Tender discovered costs of BSNL. The claim shall be raised circle wise for reconciliation and adjustment of advances.
- (ii) For items pertaining to Miscellaneous component like cost of electricity supply, cost of rented site, SACFA etc., since the same cannot be tendered out, the same shall be paid to BSNL on reimbursement basis and certified by the of BSNL.

6.2.6. No cost shall be paid to BSNL towards RoW charges.

6.2.7. Payment for OPEX shall be released component wise and circle wise as per the contractual obligation of BSNL.

6.2.8. OPEX for first quarter shall be paid as advance at the starting of the O&M period. Subsequent OPEX shall be paid on the settlement of previous advance by BSNL based on utilization certificate.

6.2.9. OPEX for the site will be payable from the date of commissioning upto a maximum of 5 years. However, BSNL will maintain the sites for another five years at its own cost.

6.2.10. Final adjustment, if any, in respect of excess or shortage in the subsidy disbursed shall be made in the following year based on the quarterly statements duly certified by the statutory auditors of the BSNL.

6.2.11. No interest shall be payable for any shortfall/late payment made to BSNL by the Administrator DBN.

6.2.12. All the relevant records of BSNL shall be subject to such scrutiny as may be prescribed by the Administrator so as to facilitate independent verification of the funds released for the Project.

6.2.13. Administrator, DBN reserves the right to 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.

6.2.14. In order to ensure proper utilization of funds released and verification thereof, the Administrator can modify, alter, or substitute and amend, if deemed necessary, whatever is stated herein.

6.2.15. Bank Guarantees: Performance Bank Guarantee (PBG) for the performance of this contract is not required from BSNL so long as BSNL continues to be wholly owned by the Government of India.

6.3. RELEASE OF FUND:

6.3.1. **Sanction Order:** Sanction Order for payment of subsidy shall be issued with the approval of the Administrator. The payment to BSNL may be effected centrally and/or Circle-wise depending on the requirement and stage of completion of the project/scheme.

6.3.2. **Mode of Payment:** Disbursement of subsidy shall be by electronic transfer of fund (PFMS) through the Cash Section, DoT HQ, and Sanchar Bhawan on the basis of the Sanction Order till payment to BSNL is effected centrally by DBN or by the respective Controller of Communication Accounts (CCAs).

6.3.3. **Annual Audit:** The aforesaid requisition of fund for each financial year shall be required to be audited by the auditors of BSNL appointed under Section 225/Section 619 of the Companies Act, 1956. The report of the Auditors should be in the prescribed form given in **Annexure-2 (B), 2 (C)** to be filed with the Administrator DBN within 7 (seven) calendar days of the date of signing the audit report but not later than 30th September of the following year.

6.4. MAINTENANCE AND SUPPLY OF RECORDS:

6.4.1. The Administrator shall 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 the project/scheme.

6.4.2. BSNL shall 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.

6.4.3. The relevant records of BSNL shall be subject to such scrutiny as may be prescribed by the Administrator so as to facilitate independent verification of the amount due to BSNL as funding from DBN.

SECTION – VII: DEFINITIONS

7.1. 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:

- 7.1.1 ADMINISTRATOR** means the Administrator, Digital Bharat Nidhi in the Department of Telecommunications under Ministry of Communications.
- 7.1.2 AGREEMENT** shall mean the Agreement signed by the USP with the Administrator DBN for setting up and managing the infrastructure sites and for provision of 4G based mobile services in 2343 existing 2G sites in LWE Areas under LWE Phase-I.
- 7.1.3 THIRD PARTY AGENCY** refers to the agency authorized by the Administrator to carry out testing & inspection of the records, systems, claims and installations in order to ensure compliance with terms and conditions of the Agreement.
- 7.1.4 CAPITAL EXPENDITURE** means all items of expenditure incurred for, design, and implementation and commissioning of mobile towers along with associated equipments for the Provision of deliverables under the agreement.
- 7.1.5 DISTRICT** means the revenue district as per Census 2001/ 2011.
- 7.1.6 EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 7.1.7 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.
- 7.1.8 LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Unified Access Service and/or Unified License), within the geographical boundaries of the specified Service Area.
- 7.1.9 OPERATING EXPENDITURE** means the Annual Operating Expenses incurred on continued provision of mobile service with applicable Quality of Service norms from the mobile sites under this agreement.
- 7.1.10 PROJECT** means, design, installation and commissioning & continued Provision of mobile service with applicable Quality of Service norm, from the mobile sites under this agreement.
- 7.1.11 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.
- 7.1.12 SCHEME** means Provision of mobile service with applicable Quality of Service norm, from the mobile sites under this agreement.
- 7.1.13 SERVICE AREA** means the territorial jurisdiction as specified under the UASL Service License except the areas that may be notified to be excluded from time to time.

- 7.1.14 SUBSIDY** from Digital Bharat Nidhi (DBN) means the disbursements from DBN towards meeting the universal service obligations in terms of the Agreement.
- 7.1.15 TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 7.1.16 Universal Service Provider (USP)** means such entities like UASL Licensees, which have entered into an Agreement with the Administrator for Provision of specified Universal Service.
- 7.1.17 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.
- 7.1.18 USO FUND** means the fund established under the Indian Telegraph (Amendment) Act, 2003.



(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक / Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली / New Delhi



GM (NWP-Spl. Project)
BSNL Co., New Delhi

Government of India / भारत सरकार
Ministry of Communications / संचार मंत्रालय
Department of Telecommunications / दूरसंचार विभाग
Universal Service Obligation Fund / सार्वभौमिक सेवा दायित्व निधि
Sanchar Bhawan, New Delhi - 110001

F. No. 30-176-1/2021/USOF-BB (Vol. IX)

Dated: 27.05.2022

To,

CMD BSNL

Bharat Sanchar Bhawan, Corporate Office,
H.C.Mathur Lane, Janpath,
New Delhi - 110 001

Subject: Award of work for Provision of 4G Mobile Services, Augmentation of OFC Transmission network & provision of FTTH services in Lakshadweep Islands- Regarding conveying approval to BSNL.

In reference to letter no. BSNLCO-LWE/35/1/2021-LWE/138 dated 09.03.2022 on above subject; undersigned has been directed to convey the approval of Hon'ble MoC for the award of the work for augmentation of Telecom infrastructure in Lakshadweep islands to BSNL on nomination basis at the total cost of Rs. 60.61 Cr. The works includes upgradation of 19 existing 2G tower sites to 4G mobile services, installation of additional 18 new mobile tower sites (including Suheli Island) for provision of 4G mobile services and creation of 225Km OFC network for provision of FTTH in Lakshadweep Islands. This includes the operation and maintenance cost for 5 years with provision of services at the same QoS/ SLA for 10 years. The cost estimation for the project is summarized below:

Sl. No.	Details of items	Required Quantity	Unit Rate (in Crore of Rs.)	Amount (in Crore of Rs.)
1	New 4G Tower Sites	18	1.0450	18.8100
2	Existing Tower Sites for upgradation from 2G to 4G	19	0.8900	16.9100
Sub Total (1)				35.7200
3	225 Km 24F/ 48F OFC Network, trenching, laying, marking alongwith pipe/ terminal equipment	225	0.0700	15.7500
4	GPON Equipment	45	0.0150	0.6750
5	Broadband Network Gateway	1	0.7273	0.7273
6	PE Router, Caching Server, LAN aggregator switch	2	1.0000	2.0000
7	FTTH Equipment & Installation	763	0.0010	0.7630
8	OPEX for 5 years (@ 5% per annum for 3 to 7 above)			4.9788
Sub Total (2)				24.8941
Total				60.6141

 (हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक / Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India

2. The approval envisage the following:

A) For total 18 new sites to be installed for provision of 4G mobile services using OFC backhaul (17) including Suheli Islands using Satellite Backhaul

- i) The rates discovered through USOF tender in Andaman & Nicobar Islands (Rs. 1.045 Crore per tower site) can be considered as ceiling for VGF support to BSNL for CAPEX and OPEX for 5 years, with provision of 4G mobiles services with the same QoS/ SLA for 10 years at par with the agreement for provision of 4G services signed between USOF and RJIL on 15.03.2021 as the demography of Lakshadweep Islands is similar to Andaman & Nicobar Islands. The actual subsidy to BSNL will be however be as per the actually discovered cost by BSNL through a fresh tender.
- ii) BSNL is required to ensure deployment of an optimal mix of Category Specific eNodeB equipment, as per the relevant TEC GR, in Lakshadweep Islands by carrying out network planning taking into consideration the specific site requirements and ensuring that no over-provisioning is done.
- iii) Further, BSNL has to ensure that the new towers are commissioned in uncovered villages/areas only, where there is no existing mobile coverage. Subsidy to BSNL can be considered only those cases that are considered uncovered as per extant coverage definition.

B) For 19 existing sites using OFC Backhaul where only upgradation from 2G mobile to 4G mobile services is required

- i) Cost of already installed 40 M tower amounting to Rs. 15.5 lakhs (as per LWE-I tender) shall be deducted from the rates discovered through USOF tender in Andaman & Nicobar Islands and accordingly Rs. 0.89 Crore or Rs. 89 lakhs per tower site shall be funded by USOF.
- ii) BSNL shall deploy all other passive and active equipment/ access network fresh/ new except for tower infrastructure and submit utilization certificate accordingly.
- iii) BSNL shall be paid at the actual rates discovered through an outcome of the tender floated.

C) For Creation of OFC Network for provision of FTTH

- i) About 225 Km OFC is to be laid and the estimated cost for laying the OFC has been taken as Rs. 7 Lakh per Km at par with the rates for BharatNet Project. The cost mentioned in the DPR is inclusive of cost of OFC cable,

HDPE PLB duct pipes along with accessories, trenching, laying, marking, jointing etc. and terminal equipment.

- ii) BSNL will normally lay 24F cable except for routes where the current traffic or the near future requirements need 48F cable, like main tourist spots and national importance locations. Though there is nominal difference in the price of these two cable types, BSNL will keep the OFC network optimized.
 - iii) BSNL shall be paid at the actual rates discovered through an outcome of the tender floated.
 - iv) Since the existing GPs have been connected on VSAT satellite media under BharatNet Project and no OFC Network has been planned by BBNL in Lakshadweep Islands. The OFC to be laid under the instant proposal shall also be used for GP/ village connectivity or for any other plan of USOF in the islands in the future under BharatNet as a National Asset and should be made available on non-discriminatory to service providers.
 - v) In order to meet the targets of National Digital Communications Policy 2018 targets for enabling 100 Mbps broadband on demand, funding for the Core equipment like GPON, Broadband Network Gateway, PE Router, LAN aggregator switch, Cache Server etc. required for very provisioning and monitoring of FTTH Data network/services shall also be provided from USO Fund at the actual rates discovered through an outcome of the tender floated.
 - vi) Funding from USOF in respect of access network (last Mile Connectivity) shall be restricted to provision of FTTH Equipment & installation for Government offices only (About 763 No.) while the other FTTH connections may be provided by BSNL as per its own commercial terms and conditions.
 - vii) OPEX for OFC Network and Broadband equipment shall be funded @ 5% of the CAPEX per annum for 5 years with provision of services with the same QoS/ SLA for 10 years.
3. As per the DPR submitted by BSNL, the project shall be implemented as per timelines given below:
- a) Tender by BSNL – within 4 months; after approval of DPR
 - b) Approval of price discovered through tender – within 2 months of tender.
 - c) Roll out of 4G mobile Services – within 12 months after price approval.
 - d) Roll out of optical transmission network – within 12 months.
 - e) Roll out of FTTH services on all sites – within 24 months.

4. This project has been planned to reap the benefits of huge bandwidth created under KLI Project of submarine optical fibre connectivity between Kochi and Kavaratti and ten other Islands of Lakshadweep Islands which is targeted to be commissioned in May-Sep' 2023 progressively. Therefore, the planned timelines may be adhered strictly in the best interest of the project.

 27.5.22
(Akhil Saxena)

Director (IS-I) USOF

Copy for information to:

- 1) Administrator UT Lakshadweep
- 2) DDG Kerala SSA
- 3) Sr. PPS Administrator USOF
- 4) Jt. Administrator Finance USOF



(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक / Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली / New Delhi



GM (NWP-Spl. Project)
BSNL Co., New Delhi

ANNEXURE-2: Format for Requisition of Fund For CAPEX/ OPEX

Agreement No.....

Dated -----

1. I, aged about years S/o, D/o of Shri, resident of, do solemnly affirm and state as under:
2. That I am (Designation) of Bharat Sanchar Nigam Limited, BSNL and I am duly authorized by the resolutions datedZ..... Passed by Board of Directors of the Company to furnish a Certificate on behalf of Bharat Sanchar Nigam Limited for Requisition of Fund.
3. That a requisition of fund of Rs. (Rupees (in words).....) foris being made for the project under this agreement. The details of calculation of fund requirement are as per Attachments **(Annexure-2(B))** enclosed.
4. That
 - a. the requisition of fund made through this Annexure is in accordance with the relevant Provision(s) of the Agreement, and
 - b. Cumulative release of funds made so far including this requisition is within the overall approved Project Cost.
5. That the contents of Attachments to this Annexure (i.e., **Annexure-2(A) & 2 (B)**) as attached) are true and correct to the best of my knowledge, based on records of the company and the financial & physical progress with respect to the physical targets of the project are as per state wise/circle wise progress reports for the relevant period as already submitted.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL


(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक / Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली New Delhi

ANNEXURE -2 (A): Format for Annual Auditor's Report on Statement(s) of Requisition & Utilization of Funds for the Project /Scheme under the agreement

To

The Board of Directors

.....
.....

We have examined the attached Statement(s) of Requisition of Funds from USO Fund of M/s Bharat Sanchar Nigam Limited for the period ending _____. We understand that the aforesaid statement(s) is /are to be furnished to the Central Government for assessment of the fund payable to M/s Bharat Sanchar Nigam Limited by the Government, in terms of the Agreement No..... for release of funds for the Project /Scheme.

We report that:

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.

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 funds requisitioned and 39tilized for the period computed on the basis of the aforesaid conditions.

(NAME AND SIGNATURE WITH COMPANY'S SEAL)



(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक/ Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi



GM (NWP-Spl. Project)
BSNL Co., New Delhi

ANNEXURE 2 (B): Format of Utilization Certificate

Agreement No.dated.....

S.No	Nature of claim	Sub Component	Sanction letter	Amount
1	Electronics	E Node B		
2	Infra as a Service (IaaS)	IaaS		
		Staggered CAPEX		
3	Backhaul Media	OFC/MW/VSAT		
4	Miscellaneous (Cost, Electricity charges, Rent etc.)			
5	Others			

1. **I certify that** a sum of Rs.was received for the as per details given above.
2. It is also certified that out of the above mentioned total funds of Rs. a sum of Rs. 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
3. Certified that I have satisfied myself that the terms & conditions of the Agreement No. dated have been duly fulfilled for which funding 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.
 - a. BSNL's statement of accounts w.e.f. to Have been duly audited and are enclosed/ would be forwarded by (Specify the date) in accordance to clause of the agreement.
 - b. It has been ensured that the deliverables and contractual obligations have been according to the requirements as per the Agreement and instructions issued there under.
4. Certified that the responsibilities assigned under the project as per the Agreement and an instruction issued there under has been satisfactorily completed.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL



**GM (NWP-Spl. Project)
BSNL Co., New Delhi**

ANNEXURE 2 (C): Format of Utilization Certificate

Agreement No.dated.....

S.No	Nature of claim	Sub Component	Sanction letter	Amount
1	OFC Network laying			
2	GPON equipment			
3	Broadband Network Gateway			
4	PE Router			
5	Caching Server			
6	LAN aggregator switch			
7	FTTH equipment and installation in Government Office			
6	Others			

1. **I certify that** a sum of Rs.was received for the as per details given above.
2. It is also certified that out of the above mentioned total funds of Rs. a sum of Rs. 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
3. Certified that I have satisfied myself that the terms & conditions of the Agreement No. dated have been duly fulfilled for which funding 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.
 - a. BSNL's statement of accounts w.e.f. to Have been duly audited and are enclosed/ would be forwarded by (Specify the date) in accordance to clause of the agreement.
 - b. It has been ensured that the deliverables and contractual obligations have been according to the requirements as per the Agreement and instructions issued there under.
4. Certified that the responsibilities assigned under the project as per the Agreement and an instruction issued there under has been satisfactorily completed.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL


(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक/ Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi

Page 41 of 58


GM (NWP-Spl. Project)
BSNL Co., New Delhi

ANNEXURE-3: Proforma for Self-Certification by Universal Service Provider

Proforma for self certification by Universal Service Provider

1. I,, aged about years s/o, d/o Shri, resident of, do solemnly affirm and state as under:
2. That I am of (Name of the Company), Universal Service Provider in Service Area and I am duly authorized by the resolutions dated passed by Board of Directors of the Company to furnish a Certificate on behalf of (Name of the Company).
3. That as per the Agreement signed with Administrator, DBN vide Agreement No. dated for provisioning of 4G based mobile services, OFC Network and FTTH services in Lakshadweep the following works have been completed successfully as per the specifications, drawings defined in the terms and conditions of the Agreement and the Work Order Document:

A) Details of land:

- (i) Type of Land (Govt./ Private/ Camp/ Police Stn.)
- (ii) Size of the land (Dimensions):
- (iii) Village/ Khasra Number/ Survey Number/ Revenue Record Number:
- (iv) Nearest Identification/ landmark:
- (v) Whether on lease basis/ outright purchase:
- (vi) Copy of the lease agreement/ Sale deed:
- (vii) If on lease, the date and period of lease:
- (viii) Name of the owner:

B) Tower:

- (i) Tower ID:
- (ii) Latitude:
- (iii) Longitude:
- (iv) Name of the Village, Block, District, State:
- (v) Height of the tower/Mast:
- (vi) Date of Commissioning:
- (vii) Tower compliance against clause 5.3.2: TEC GRs (Number and Title) to which Tower complied or certification from an agency like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness:

C) eNode-B:

- (i) Tower ID:
- (ii) Name of the Village, Block, District, State:
- (iii) Technology (GSM/ CDMA):
- (iv) Make:
- (v) Model:
- (vi) Type of eNode-B
- (vii) Capacity/ Configuration:
- (viii) Radiated Power in Watts:

- (ix) Date of manufacturing:
- (x) Serial No.:
- (xi) Proof of purchase (Invoice/ Bill):
- (xii) SACFA Clearance Status:
- (xiii) Date of Commissioning:

D) Electrical Power Connection:

- (i) Capacity of Sanctioned load:
- (ii) Proof of sanction from SEB:
- (iii) Main Energy Meter Type/ Capacity/ Sl. No.:
- (iv) Sub-Energy Meters Type/ Capacity/ Sl. No.:
- (v) Earth Resistance (value in ohms):
- (vi) Date of Installation:

E) Renewable Energy Source

- (i) Capacity:
- (ii) Make:
- (iii) Type:
- (iv) Date of Manufacturing:
- (v) Date of Commissioning:

F) Engine Alternator:

- (i) Rated Capacity of Engine alternator:
- (ii) Make of Engine/ Alternator:
- (iii) Serial Number of Engine/ Alternator:
- (iv) Year of Manufacture:
- (v) Supplied by:
- (vi) Proof of purchase (Invoice/ Bill):
- (vii) Details of other components provided
- (viii) Testing and Commissioning Report:
- (ix) Date of Commissioning:

G) Battery:

- (i) Rated Capacity:
- (ii) Make:
- (iii) Type:
- (iv) Date/ Year of Manufacturing:
- (v) Proof of purchase (Invoice/ Bill):
- (vi) Number of Sets:
- (vii) Date of Commissioning:

H) SMPS Power Plant:

- (i) Rated Capacity of each module:
- (ii) Make:
- (iii) Type:
- (iv) Date of Manufacturing:
- (v) Proof of purchase (Invoice/ Bill):
- (vi) Number of Modules:

(vii) Date of Commissioning:

I) Antenna for eNode-B/ Microwave (To be provided separately):

- (i) Type:
- (ii) Gain:
- (iii) Beam width:
- (iv) Size:
- (v) Weight:
- (vi) Frequency of operation:
- (vii) Location on the Tower:
- (viii) Make:
- (ix) Date of Manufacture:
- (x) Date of Commissioning:

J) Backhaul:


- (i) Type of backhaul:
- (ii) Antenna Specification as per (I) above in case of Microwave backhaul:

4. That the details of the components mentioned above are true and correct, based on the records of the company, which are available for further verification by the appropriate authorities and that the components have been provided and are functional/ services are being rendered from the quarter in which they have been shown as installed/commissioned.
5. That the components at the infrastructure site shown as installed/ commissioned in the said quarter have been completed on the dates as shown above.
6. The contents of the Self Certification are true and correct, no part of it is false and nothing has been concealed there from.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL

Note: A copy of the Self-Certification is also to be submitted to Administrator, DBN.



(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक / Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली / New Delhi

ANNEXURE-4: Format for Auditor's Report on Statement of Claim for Subsidy from DBN

To
The Board of Directors

.....
.....

We have examined the attached Statement(s) of claim for subsidy from USO Fund of (The name of the Universal Service Provider) for the quarter (s) ending _____. We understand that the aforesaid statement(s) is /are to be furnished to the Central Government for assessment of the subsidy payable to the Universal Service Provider by the Government, in terms of the Agreement No. _____ for Subsidy Disbursement for setting up and managing infrastructure sites and provision of provisioning of 4G based mobile services, OFC Network and FTTH services in Lakshadweep under Universal Service Obligation.

We report that:

1. We have examined all the record and 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 instructions/guidelines issued there under and clarification thereon in this behalf and gives a true and correct view of the subsidy claimed for the period computed on the basis of the aforesaid conditions.
3. In our opinion and to the best of information, record of the disruption of 4G based mobile services is kept in such a manner as to reflect the correct position, for the purpose of claiming subsidy.

(Name and Signature of the Auditor signing)

For and on behalf of (Name of the AUDITOR FIRM)



(हरिकृष्णन एस.)
(HARIKRISHNAN S.)
निदेशक/ Director
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi



ANNEXURE-5: Monthly Statement

MONTHLY STATEMENT OF SITES COMMISSIONING & MOBILE TRAFFIC GENERATED

NAME OF THE UNIVERSAL SERVICE PROVIDER:

NAME OF THE IMPLEMENTATION UNIT:

A. FOR THE MONTH ENDING:

Sl. No.	Location of Site	District and Block	State / UT	Details of Tower			Deployed eNode-B Type, Configuration and Backhaul	Date of Commissioning of the Mobile Service Site (i.e. eNode-B) i.e. commencement of 4G based mobile services	No. of Mobile Connections provided	Total traffic generated during the month
				Tower ID	Lat	Long				

Signature of the authorized signatory for or on behalf of BSNL

B. Site commissioning status

Sl. No.	District	Total Number of 4G based Sites (eNode-B) to be commissioned as per Agreement	Number of 4G based Sites commissioned prior to the current month	Number of Mobile Services Sites commissioned during the month	Cumulative Number of Mobile Services Sites commissioned
Total					


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Signature of the authorized signatory for or on behalf of BSNL

ANNEXURE-6: Format for the Certification for Continuation of the Services Status

**FORMAT FOR THE CERTIFICATION FOR CONTINUATION OF THE SERVICES STATUS
(PERIOD: DD/MM/YYYY TO DD/MM/YYYY)**

This is to certify that the eNode-B situated at Tower: <Tower ID> in the village <Village Name>, Sub district <Ward/Block/Tehsil Name> and District <District Name>; which is owned and operated by <Service Provider Name>, has been providing 4G based mobile services compliant to the requirements of the agreement to the subscribers during the above stated period. The following parameters are indicative of the same.

Sl. No	Tower ID	Tower Location	Config. of eNode-B	Radiated Power	Traffic handled in erlangs	Details of Interruption in Services		Total Down time	Total Up time
		State / Distt / Block / Village and NH no. if applicable							
						From Date (HH-MM-SS)	To Date (HH-MM-SS)	(DD-HH-MM-SS)	(DD-HH-MM-SS)

Enclosures:

- Link-Status Report:** giving details of the total number of times the links failed along with the duration and reasons thereof.
- A detailed note by the Universal Service Provider** citing causes for the down time e.g. unavailability of Electrical Power (Primary and Secondary), Backhaul (Media Problem) etc.

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ANNEXURE-7: Format for Installation of Towers in Addition/Deletion of Proposed Towers

Tower ID as per the Agreement signed	Proposed Tower Location of the additional tower	Name of left out Villages planned to be covered including additional villages, if any	Population of the Villages Planned to be covered	Lat	Long	Type of terrain	Distance from the existing tower	Purpose for installation of additional tower	Coverage specifications of the additional tower	No. of BSNLs and their consent	Justification

e.g. Proper justification may be given for Addition of the towers:

1. Proper Coverage not available for the targeted area/ villages/ population/ household
2. Possibility of improved coverage by addition of the tower due to terrain/ clutter
3. Required population getting served by addition of the tower
4. Any other reason



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ANNEXURE-8: Format for Request for Shifting of Towers

(PROPOSAL TO BE SUBMITTED ALONG WITH THE RF PLAN AND COMPARATIVE BENEFITS)

Existing Tower ID as per the Agreement signed	Proposed Tower Location after shifting	Name of the Villages planned to be covered including additional villages, if any	Population of the Villages Planned to be covered	Lat	Long	Type of terrain	Distance from the existing tower	Purpose for shifting tower	Coverage specifications of proposed tower	No. of BSNLs and their consent	Justification

Proper justification may be given for Shifting of the towers:

- Coverage already available
 - Name of the Service provider
 - Lat-Long of the corresponding tower
- Possibility of improved coverage by relocation of the tower due to terrain
- More population getting served by relocation of the tower
- Difficulty in tower construction due to soil and geographical conditions
- Any other reason

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Report for the month of ----

Page 50 of 58

ANNEXURE-10: Monthly statement of OFC network created and FTTH connections provided

a) OFC Network created

Name of Island	OFC Network laid	Pending
Total		

b) Number of FTTH Connections provided

Name of Island	No of non-Govt FTTH Connections	No of Govt FTTH Connections	Total
Total			

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[Signature]

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ANNEXURE-11: Fault Incidence Report

As per Amended BharatNet Program.



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Page 52 of 58



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ANNEXURE-12: Financials

4G Mobile Services

S. No	Head	Component	Sub Component	Quantity	Unit Rate (In Rs lakhs)	Total Cost (in Rs Cr)
1a	CAPEX Items	Electronics	E Node B	37	12.5	4.625
		Electronics	Mini DC	1	47	0.47
1b		Infra as a Service Provider	40 m GBT	20	45	9
			IaaS	37	26	9.62
			Staggered CAPEX	37	15.6	5.772
1c		Miscellaneous (Survey cost, Electricity charges, site acquisition cost etc)		37	1.5	0.555
1d		Remote terminal to be installed at Suheli Island		1	2	0.02
		Cost per day for hiring of boat estimated at a minimum of Rs. 30000/-.		1	5	0.05
	Total Capex					30.12
3	OPEX Items	Infra as a Service Provider for 5 years		37	10.4	3.85
4		AMC for Active (e Node B) + Mini DC for 5 years		37	11.9	1.02
5		Rent per site		14	10.8	0.54
		VSAT Bandwidth charges		1	22	1.1
		Carriage Charges from Hub to BTS		1	5.75	0.29
	Total Opex					6.8
	CAPEX + OPEX for 4G mobile services					36.92

OFC Network

S. No	Head	Component	Sub Component	Quantity	Unit Rate (In Rs lakhs)	Total Cost (in Rs Cr)
1a	CAPEX item	225 KM 24F/ 48F OFC Network and 4G tower Backhaul network	OFC Laying	225	7.74	17.42
1b		GPON Equipment		50	1.37	0.685
1c		Broadband Network Gateway		1	88.06	0.8806
1d		PE Router, Caching server, LAN aggregator switch		1	100	1
1e		FTTH Equipment & Installation		763	0.1	0.763
		CAPEX				20.7486
2	Opex	OPEX for 5 years (@5% per annum for 1a to 1e above)				5.1859
	CAPEX + OPEX for OFC Network and FTTH Services					25.935

Note:

1. Some of the costings indicated above are tentative and will be revised on the basis of tender discovered cost for which amendment to this agreement shall be made from time to time.
2. Payment shall be made as per actuals.