

UNIVERSAL SERVICE OBLIGATION FUND

AGREEMENT

FOR

“Provision of 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the state of Bihar”

With

M/s Bharti Airtel Limited

(Tender No. USOF/TENDER/Aspirational Districts/1/2020 issued on 19/05/2020 for 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the states of Uttar Pradesh, Bihar, Madhya Pradesh & Rajasthan)

USOF/Aspirational Districts/1/Bihar/2020

Dated 22.03.2021

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



Table of Contents

SECTION-I: AGREEMENT	3
SECTION – II: SCOPE OF THE AGREEMENT	6
SECTION– III: GENERAL CONDITIONS.....	10
SECTION-IV: COMMERCIAL CONDITIONS.....	11
SECTION – V: TECHNICAL CONDITIONS	17
SECTION – VI: OPERATING CONDITIONS.....	23
SECTION – VII: FINANCIAL CONDITIONS.....	26
SECTION – VIII: SPECIAL INSTRUCTIONS TO THE USP	32
SECTION – IX: INTERPRETATION OF TERMS/DEFINITIONS.....	33
ANNEXURE-1: DETAILS OF NUMBER OF UNCOVERED VILLAGES/ SITES IN ASPIRATIONAL DISTRICTS OF BIHAR STATE AND USOF SUBSIDY SUPPORT.....	35
ANNEXURE-2: FORMAT FOR CERTIFICATION OF SUBSIDY CLAIM.....	36
ANNEXURE-3: PROFORMA FOR SELF-CERTIFICATION BY UNIVERSAL SERVICE PROVIDER	41
ANNEXURE-4: FORMAT FOR AUDITOR’S REPORT ON STATEMENT OF CLAIM FOR SUBSIDY FROM USOF ..	45
ANNEXURE-5: MONTHLY STATEMENT	46
SIGNATURE OF THE AUTHORIZED SIGNATORY FOR OR ON BEHALF OF USP	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
APPENDIX-1: DETAILS OF VILLAGE/ SITE LOCATIONS IN BIHAR	51
APPENDIX-2: INTEGRITY PACT	55



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SECTION-I: AGREEMENT

The President of India, acting through the Administrator, Universal Service Obligation Fund (USOF) who for the purpose of this Agreement is being represented by Shri Sunil Kumar Sharma, Director (T-2), USOF, Department of Telecommunications, under Government of India and having its office at 2nd 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 Party

AND

M/s Bharti Airtel limited, a company registered under the Companies Act 1956/2013, having its registered office at Bharti Crescent, 1-Nelson Mandela Road Vasant Kunj, Phase-II, New Delhi-110070, India acting through Shri Rahul Vatts 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 Party.

WHEREAS the Government of India has approved a Project/Scheme for "Provision of 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the states of Uttar Pradesh, Bihar, Madhya Pradesh & Rajasthan"

AND WHEREAS the USP has agreed to provide 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the state of Bihar (as mentioned in the tender) and the Administrator has, subject to the USP 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. The USP hereby agrees and undertakes to provide 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the state of Bihar (as per terms and conditions of this Agreement and list of 80 uncovered villages to be provided with mobile services enclosed at Appendix-1) and the Administrator, in consideration of the USP having agreed to set up and manage the aforesaid mobile service sites, does hereby agree to grant subsidy to the USP, in accordance with this Agreement.



2. This Agreement will remain valid for 12 months (rollout period) +Ten years unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the Agreement.
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. Unless otherwise mentioned or appearing from the context, the Tender Document No. USOF/TENDER/Aspirational Districts/1/2020 issued on 19/05/2020 for 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the states of Uttar Pradesh, Bihar, Madhya Pradesh & Rajasthan and clarifications and amendments/ modifications to the tender document issued shall form part and parcel of this Agreement.
5. This Agreement is divided into nine Sections. Apart from the present Section-I, other Sections are as under:

- II Scope of the Agreement
- III General Conditions
- IV Commercial Conditions
- V Technical Conditions
- VI Operating Conditions
- VII Financial Conditions
- VIII Special Instructions to the USP
- IX Interpretation of Terms/Definitions

All the Sections and Annexures together form the Agreement.

6. **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.
7. **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.
8. **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.



Signature

9. Dispute Settlement:

- 9.1 In the event of dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties." The cost of the arbitration shall be shared equally by the parties to the Agreement. However, expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 9.2 The venue of the arbitration proceeding shall be at New Delhi.
- 9.3 Notwithstanding any dispute or claim of the pendency of any arbitration or other proceedings, USP shall continue to provide the service for the whole duration of the Agreement.
- 9.4 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligation under this Agreement without prejudice to final adjustment in accordance with such award.
- 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.



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12. This Agreement is covered by the Integrity Pact program and the Integrity Pact, signed by both the parties, is part of this Agreement. IEMs appointed by DoT shall oversee the implementation of Integrity Pact Program. Name and address of IEMs are as below:

1. Shri Arvind Kumar Arora, IDSE

Ex. Director General, MES, Ministry of Defence
B-333, Chittaranjan Park
New Delhi - 110019
Email: arvindarora2016@gmail.com

2. Shri Pradeep Kumar Gupta Ex Spl Director General,
CPWD IEM, Department of Telecom, T-17, Green
Park Extension, New Delhi 110016

E-mail: pradeepkgupta53@gmail.com


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the - 22nd day of March, 2021.

Signed for and on behalf of
M/s Bharti Airtel limited


(Rahul Vatts)
Bharti Airtel Limited


Chief Regulatory Officer &
Authorised Signatory
Bharti Crescent, 1, Nelson Mandela Road
Vasant Kunj, Phase-II
New Delhi - 110070


Signed for and on behalf of President
of India


(Sunil Kumar Sharma)
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road
New Delhi - 110001

(सुनील कुमार शर्मा)
(SUNIL KUMAR SHARMA)
निदेशक, यू.एस ओ एफ
Director USOF
दूरसंचार विभाग, भारत सरकार
Deptt of Telecom, Govt of India
नई दिल्ली/New Delhi

Witnesses:


(Vishal Ambardar)
Bharti Airtel Limited
Airtel Centre
Plot No.- 16, Udyog Vihar
Phase-IV, Gurugram-122015


(Sahil Garg)
Dy. Administrator (F-I), USOF
DoT, Sanchar Bhawan
20, Ashoka Road, New Delhi-110001

SECTION – II: SCOPE OF THE AGREEMENT

2.1. Scope of the Agreement:

- (i) Objective of the scheme is to provide financial support from USO Fund for a period of five years, for Provision of 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the state of Bihar.
- (ii) The USP shall set up (i.e. Supply, Install, Test, and Commission), operate, maintain and manage the respective infrastructure sites required for effective provision of 4G based Mobile Services in Identified Uncovered Villages in Aspirational Districts in the state of Bihar as per the terms and conditions laid down in the Agreement.
- (iii) USOF shall provide financial support as per the financial conditions of the Agreement.
- (iv) In line with the provisions related to Green Telecom in NDCP – 18 Policy, the Scheme is designed with alternate power source of Renewable Energy Technologies (RETs) or Diesel Generator.
- (v) USP, at its discretion, may share infrastructure with other Licensed Service Providers, subject to compliance of the guidelines /instructions issued by DoT in this regard. However, there shall be no extra financial support from USOF.

2.2. DELIVERABLES

- (i) Deliverables of the Scheme shall be provision of mobile coverage in specified hitherto uncovered village clusters, as per the terms and conditions of the USOF Tender. It shall include, inter alia, commissioning of infrastructure and continued provision of 4G based mobile services in inhabited areas of specified uncovered villages in Aspirational Districts in the state of Bihar in compliance with DoT Licenses and TRAI Regulations, as applicable.
- (ii) USP will be responsible for:
 - a) Carrying out survey to identify the exact sites for installation of tower/eNode-B, and decide the exact number and type of towers to be installed considering the variation allowed in tender document and acquisition of sites for installation of mobile infrastructure;
 - b) Supply, install, test, commission and maintenance of telecom towers on the land acquired by them for this purpose in the villages in Aspirational Districts in the state of Bihar as specified in the Tender Document;
 - c) Provision of Electrical connection (where Grid-power available), battery and DG Set/ Renewable Energy of adequate capacity;



(सुनील कुमार शर्मा)
(SUNIL KUMAR SHARMA)
निदेशक यू.एस.ओ.एफ.
Director USOF
पुरस्कार विभाग, भारत सरकार
Dept. of Telecom, Govt. of India
12/04/2021/Delhi

- d) Installation of eNode-B and associated equipment as per specifications given in the Tender Document;
 - e) Installation of Antennas and all other associated equipment as per specifications;
 - f) Providing Backhaul as per requirement of the tender;
 - g) To maintain the desired quality of service (QoS), as per the TRAI recommendations/ guidelines. (Uptime of minimum 98%).
 - h) Commissioning of services and providing 4G based mobile services consistent with the terms and conditions of the License Agreement signed with DoT,
 - i) Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 12 months (rollout period) + Ten years from the date of effect of the Agreement with USOF.
- (iii) The USP will have to submit following to USOF:
- (a) A Survey report covering assessment of exact location for installation of towers and detailed information on number and type of towers to be installed at each site considering the variation allowed in tender document in consultation with authorised agency to be appointed by Administrator, USOF, for consideration of USOF.
 - (b) Affidavits from the authorised signatory confirming the commissioning of 4G based mobile services through each tower towards claiming the subsidy for the individual tower, based on the Representative Rates, along with details of the infrastructure created with cost and specification in the prescribed format in this tender document.
 - (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 USOF. Traffic volume of each eNode-B should also be reported.
- (iv) If any new village is found uncovered which is not a part of this tender document, then proposal for installation of infrastructure/ tower for provision of coverage of such uncovered village may be submitted separately with concurrence of respective LSA. However, total number of sites in the bidding unit (Bihar) shall be within +25% of sites, as per tender.
- (v) After deployment of the project, Social Impact Assessment by an independent agency shall be conducted by USP to ascertain the efficacy and utility of the project and submit a report to USOF which would provide input for further deployment and extension of the project.



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- (vi) Due care has been taken while preparing the data of uncovered villages attached with the tender document, however, during survey, if any field from Name of Villages or census code or Latitude/ longitude are found to be incorrect but other fields are correct and the location is uncovered then infrastructure for providing mobile service for such villages is to be planned/ provided.
- (vii) List of 80 villages with Lat/ Long is enclosed as **Appendix-I** to be covered through installation of 62 no. of mobile tower sites (village cluster).
- Latitude / Longitude for 20 uncovered villages of Appendix-1 could not be provided in the RFP document, therefore clusters have not been formed for these villages. Lat/ Long of these villages are mentioned in the Appendix-1 of this Agreement. USP shall try its best, during physical survey, to include these village(s) in any of the nearby village/cluster.
- (viii) USOF shall have the right to appoint an agency for audit. The agency shall randomly inspect, verify and certify the progress and completion of the work of mobile towers and mobile services on sample basis in the bidding unit (Bihar). The agency shall submit its reports to USOF.

2.3. Details of Areas to be Covered:

- (i) The list of identified uncovered villages to be provided with 4G based mobile services is enclosed at **Appendix-1**.
- (ii) The Administrator will have the right to decrease for the sites already covered or increase up to +25% in number of infrastructure/ eNode-B as specified in the Annexure-1 on the suitable justification provided by USP after carrying out the survey of infrastructure sites without any change in the Representative Rates so arrived at after the bidding process, or other terms and conditions at the time of signing of Agreement.

2.4. Details of number of sites in uncovered villages and USOF Subsidy Support are given at **Annexure-1**.

2.5. Installation of tower and associated infrastructure in an uncovered village is not required if it is already covered from any type of technology i.e. 2G or 3G or 4G or a combination thereof through any TSP. The same should be duly justified and certified by the USP.

2.6. USOF 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 USOF.



SECTION- III: GENERAL CONDITIONS

- 3.1 This Agreement shall be subject to the terms and conditions (including transfer, assignment or franchising) of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/ Unified License/ Migration or award of new license in lieu of CMTS/ UASL.
- 3.2 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 4G based Mobile Services in identified uncovered villages in Aspirational Districts in the state of Bihar for which the Agreement has been entered into during the validity period of the Agreement.
- 3.3 The signing of Agreement will not be treated and taken as grant of fresh License under the Indian Telegraph Act, 1885.
- 3.4 In case USP withdraws from the Scheme after signing of the Agreement, Administrator shall take action as per Exit Clause 7.6 of this Agreement.
- 3.5 The USP represents and warrants to the Administrator that
- 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;
 - 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;
 - It has the financial standing and capacity to undertake and perform the obligations in accordance with this Agreement;
 - 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;
 - The information furnished in the bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.
 - 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.



SECTION-IV: COMMERCIAL CONDITIONS

4.1 This Agreement shall be subject to the terms and conditions (including transfer, assignment or franchising) of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/ Unified License/ Migration or award of new license in lieu of CMTS/ UASL.

4.2 RESPONSIBILITIES OF THE USP UNDER THE SCHEME

4.2.1 The USP would be required to, inter-alia, create the requisite infrastructure for provision of 4G based mobile services covering the following activities:

- (i) Acquisition of site of dimensions as specified in Section-V: Technical Conditions of the Agreement 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) Supply, install, test, commission and maintain towers conforming to Section-V: Technical Conditions of the Agreement.
- (iii) Arrange Electrical power connection as specified in Section-V: Technical Conditions from the concerned State Electricity Boards/ Corporations. Necessary coordination will be facilitated by USOF in case of requirement. The rates of electricity will be as per applicable tariff to be borne by the USP only.
- (iv) 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 for providing power backup with changeover arrangements.
- (v) Execution of associated civil and electrical work as per the specification prescribed in Section-V: Technical Condition.
- (vi) Install the eNode-B equipment, antenna and the associated backhaul connectivity to their respective core networks in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (vii) Provide, operate and maintain the 4G based mobile services from all the sites in the specified villages in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (viii) 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 12 months of submission of bid and has never been used earlier.
- (ix) Solely responsible for installation, operation & maintenance of necessary equipment & 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 operations.

(x) All other necessary actions to provide the deliverables as specified in Clause 2.2 of the Agreement.

4.2.2 The infrastructure/ assets so created under this project shall be owned by the USP.

4.2.3 USP shall ensure continued provisioning of 4G based mobile services, during the currency of the Agreement, in the identified uncovered villages as per the broad parameters of Agreement.

4.2.4 During the Agreement period, cost of change of equipment /spectrum, etc., if any, will have to be borne by the respective Telecom Service Provider (USP).

4.2.5 Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide 4G based mobile services compliant with the terms and conditions of the License Agreement signed with USOF, after expiry of the Agreement signed with USOF.

4.2.6 Infrastructure created and services provided under this project will not be counted towards rollout obligations (as specified under the license conditions) of service providers.

4.2.7 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 for this tender along with relevant references.

4.2.8 Non-discriminatory access to BharatNet infrastructure would be provided, wherever available. However, the implementation of this project should not be linked to the progress of BharatNet.

4.2.9 DoT/USOF will consider to refer issues such as security and protection for sites etc. to State Governments, where their intervention is required. However, Roll-out period, imposition of LD and other penalty conditions will not be relaxed, due to delay/inaction on the part of State Government or any other concerned agency.

4.3 INSPECTION AND TESTS

4.3.1 The Administrator or his representative or the agency(ies) authorized shall have the right to inspect and test the created infrastructure and provision of 4G based mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the infrastructure sites created by USPs, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the Authorized Agency at no charge to the Administrator.



- 4.3.2 Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USPs shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.
- 4.3.3 If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, USOF shall give notice to the USPs 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.
- 4.3.4 Nothing in Clause 4.3 shall in any way release the USPs from any warranty or other obligations under this contract.

4.4 CHANGES IN AGREEMENT SIGNED

The Administrator may, at any time, by a written order given to a 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:

- i. specifications of the Scheme
- ii. the location and number of the towers; or
- iii. The services to be provided by the USP

4.5 DURATION OF AGREEMENT

The Agreement shall be valid for a period of 12 months (rollout period) + Ten years from the effective date unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per Section VII: Financial Conditions of this document. USP shall be responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of 12 months (rollout period) + Ten years from the effective date of the Agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.

4.6 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.

4.7 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, 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.

4.8 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 the creation of infrastructure and provisioning of 4G based mobile services under the scheme.

4.9 OTHER OBLIGATIONS

- 4.9.1 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.
- 4.9.2 USP, at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USOF will enter into Agreement only with universal service provider who will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.
- 4.9.3 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.
- 4.9.4 The USP shall be bound by the terms and conditions of the Agreement as well as by such orders/ directions/ regulations of DoT/ TRAI as per provisions of the TRAI Act, 1997 as amended from time to time and instructions/ directions as are issued by the Administrator.
- 4.9.5 The USP 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.

4.10 TERMINATION OF AGREEMENT

- 4.10.1 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:
- (i) Failure to perform any obligation(s) under the Agreement;
 - (ii) Failing to rectify, within the time prescribed, any defect as may be pointed out by the Administrator.
- 4.10.2 The Agreement shall stand terminated forthwith in case the USP goes into liquidation or is ordered to be wound up.



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- 4.10.3 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 this bidding process shall also stand terminated forth-with.
- 4.10.4 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 endeavour to remove the hindrance of every type.
- 4.10.5 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; otherwise this shall be a cause for invocation and forfeiture of PBG.

4.11 ACTIONS PURSUANT TO TERMINATION OF AGREEMENT

- 4.11.1 Wherever the Agreement is terminated prematurely, retendering may be done.
- 4.11.2 If the Quality of Service (QoS) had not been maintained as per standard prescribed hereto during the notice period, then no subsidy for the notice period shall be payable.
- 4.11.3 In case of termination of the Agreement before the expiry period, the prescribed PBG will be encashed and forfeited towards damages. Additionally, 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 by the USP to the Administrator.

4.12 INDEMNITY

Refer clause no. 8 of the section I of this Agreement.

4.13 DISPUTE SETTLEMENT

Refer clause no. 9 of the section I of this Agreement.

4.14 FORCE- MAJEURE

- 4.14.1 If at any time, during the continuance of the Agreements, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the 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 10 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either party have any claims for damages against the other, in respect of such non-performance or delay in performance. Provided 4G based



mobile services under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

4.14.2 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.

4.15 SET OFF CLAUSE

4.15.1 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 be (without restricting any right of set off for counter claim given or implied by law) 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 and the USP.

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

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



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SECTION – V: TECHNICAL CONDITIONS

5.1 GENERAL

- 5.1.1 The Technical Specifications of the scheme for provision of 4G based mobile services from the infrastructure sites set up in the uncovered villages in Bihar are explained in the forthcoming clauses.
- 5.1.2 The requirements specified herein are the minimum requirements to be complied. USP has to expand /upgrade the eNode-B infrastructure to enhance capacity and provide advanced services based on the traffic/public requirement.
- 5.1.3 The USP 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-III & “Commercial Conditions” as contained in Section-IV.
- 5.1.4 The USP shall abide by the existing land laws, labour laws, local customs and the best of prevalent latest practices in the Industry.
- 5.1.5 Administrator, USOF shall not be responsible for any breach of such Act(s)/ Law(s) by the executing entities for whatsoever may be the reason.
- 5.1.6 USP 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 and associated radio access network equipment,
 - (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

5.2 The list of of villages/sites to be commissioned in the state of Bihar is at **Appendix-1**.

5.3 MOBILE TOWER

5.3.1 The minimum requirements of Mobile Towers and eNode-B configurations are given in Table 5.1. USP may deploy the equipment of enhanced capacity/capability as per traffic requirement.

Table- 5.1

S.No.	Particular	Technical Requirement
1.	Tower Height	40 Meter GBT
2.	Radiating power	20W



3.	eNode-B Configuration	1+1+1
4.	Antenna Type	Sectoral Antenna
5.	Minimum Radial coverage	4 KM
6.	Minimum backhaul bandwidth	VSAT of 8 Mbps and OFC/ MW of 15 Mbps
7.	Services	Voice, SMS and Data

5.3.2 Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 30 and 40 M height with latest amendments.

(OR)

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

5.3.3 Towers shall be located in the villages, as specified in Appendix-1 of the Tender Document, to provide 4G based mobile services in those areas.

5.3.4 The USP 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 & engineering of the 4G based mobile services. The USP has to ensure coverage in the villages as mentioned in **Appendix-1**.

5.3.5 The USPs are advised to verify non-availability of the coverage in the villages as specified in Clause 2.5, before installing equipment for which it intends to claim support from Universal Service Obligation Fund. No claims shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers.

5.3.6 Care shall be taken to ensure that all proposed infrastructure sites are at a specified distance from the international borders as per the license conditions/ guidelines issued by DoT. However, if any infrastructure site lies within the specified distance from the international border, the same shall be dealt in accordance with the conditions stipulated in this regard in the license Agreements and the same shall also be brought to the notice of Administrator.

5.3.7 SACFA clearance shall be the responsibility of USP.

5.3.8 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 5.3.2 and to suffer no serious vibrations or torsion, which may deteriorate the network performance. Under operational wind speed, torsion and sway of the



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structure shall be limited to ± 0.5 degrees, when carrying full or intermediate complement of antennas.

5.3.9 The USP shall be responsible for the safety during transportation, handling and erection of tower and associated equipment.

5.3.10 The USP 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.

5.3.11 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 ISI shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint.

5.4 SIGN BOARD

The USP shall provide a signboard of size of at least '1.5 meters x 1' meters on the tower indicating on it the name of the village date of installation and name of the IP/ USP and that the infrastructure site has been supported by USOF. The letters on the signboards should be bold enough so that the same are clearly visible from a distance of at least 10 meters.

5.5 POWER Requirement

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

5.5.2 For the purpose of backup power calculation, 1 day of battery autonomy has been taken in each site. Following combination of power source is to be provided for all sites:

Type of energy source	Capacity
Battery	800 AH (Valve Regulated Lead Acid Type)
Standby power source	DG (7KVA) or Solar of adequate capacity

5.5.3 The specification of battery/ DG is minimum to arrive at required backup of 1 day and USP is free to deploy battery of higher specifications/ technology.

5.5.4 The USP shall comply to the minimum power arrangement and battery autonomy as per above, however, if required, USP shall install additional power source to meet the uptime requirement as per TRAI guideline. However, there shall be no extra financial support from USOF.

5.5.5 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.

5.5.6 The battery shall have Output Voltage (say -48V /-24V) depending on the BTS used.

5.5.7 Power unit should be complete with CCU, Power distribution, auto switching unit and remote sensors.



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- 5.5.8 Power plants are to be compatible with the batteries and are to be equipped with Battery Health Check systems and Remote Monitoring facility.
- 5.5.9 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.
- 5.5.10 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.
- 5.5.11 Integrated Power units supporting above functionalities may also be used.

5.6 eNode-B

- 5.6.1 The eNode-B shall be based on LTE Technology. Minimum requirements are:
- Voice Service,
 - SMS
 - Data communication services: Minimum 512 Kbps at cell boundary at 4KM and for VSAT site data rate may be proportionately available as per backhaul of 8Mbps.
- 5.6.2 The eNode-B shall be of Outdoor versions and preferably tower mounted.
- 5.6.3 Latest EMF Radiation norms of DoT shall be complied.
- 5.6.4 eNode-B complying to the requirements given in table 5.1 shall be provided.
- 5.6.5 The Outdoor eNode-B shall be suitable for operation without air-conditioning. Outdoor BTS with proper protection with respect to dust, rust and other environmental degrading factors shall be provided. Minimum standard should be IP 66.
- 5.6.6 The eNode-B shall meet the service requirement mentioned in latest relevant TSTP documents issued by DoT for 4G mobile services.

5.7 BACKHAUL CONNETIVITY

- 5.7.1 Backhaul Technology may be Microwave or Optical Fibre Cable (OFC) or VSAT.
- 5.7.2 The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps per site, for maximum 5% sites in each package for maximum up to 2 years, based on actual deployment of VSAT media at the rate of Rs. 2.11 Lakh per Mbps per annum or actual rate on which payment is made by USP, whichever is lower. Therefore, USP may convert these VSAT sites on microwave/OFC backhaul before 2 years from the date of commissioning. No support for VSAT bandwidth charges beyond 2 years shall be provide or till the site is on VSAT within 2 years for 5% sites.



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- 5.7.3 The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps and sites installed with microwave/OFC backhaul should have minimum bandwidth of 15 Mbps.
- 5.7.4 Radio Modems may be used as backhaul as an alternative to Microwave. If ISM band is used, USP shall ensure secured and interference-free communication and data services meeting QOS requirements specified in this document.
- 5.7.5 The backhaul equipment installed shall work without the need for Air-conditioning.

5.8 COVERAGE SPECIFICATIONS

- 5.8.1 The equipment to be installed shall have adequate 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.
- 5.8.2 Details of the signal coverage actually achieved and number of villages actually covered shall be provided by USP in the Self-certification as per **Annexure-3**.

5.9 FIRE ALARM & FIRE EXTINGUISHERS

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

5.10 QUALITY OF SERVICE PARAMETERS

- 5.10.1 The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied.
- 5.10.2 The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.
- 5.10.3 The Administrator or TRAI may carry out performance tests either directly themselves or through an Agency Authorized by Administrator, USOF and also evaluate the QoS parameters at any time during the tenure of the Agreement. The USP shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.
- 5.10.4 The USP will keep a record of peak latched customers to the BTS installed under the scheme and the telecom traffic generated & registered from each site. The USP 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. The USP shall submit mandatory quarterly and other periodic network reports to TRAI with a copy to Administrator, USOF.



5.10.5 The USP 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.

5.10.6 Proper arrangement should be made by the USP for reporting/ booking service-related complaints.

5.11 GENERAL GUIDELINES

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

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

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

5.11.4 Logbooks/ Reports of site maintenance are to be maintained.

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

5.11.6 External Alarms shall be extended to OMC-R.

5.12 CONFORMITY WITH EXISTING LICENSES

USP (Successful CMSPs/ UASL/UL) shall work within the framework of the Technical conditions of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/ Unified License.

5.13 PROOF OF CONCEPT AND PHYSICAL VERIFICATION

5.13.1 USP shall install and offer one site in bidding unit (Bihar) for validation of functional parameters (Proof of Concept) to Testing Agency designated by USOF.

5.13.2 The Proof of Concept shall be conducted in accordance with standard test schedule, to be issued by USOF. For other tests such as drive test etc., latest TSTPs issued by DoT will be applicable.

5.13.3 Release of subsidy payments will start only after the Proof of Concept is approved.

5.13.4 Physical verification for all sites in Bihar under the scheme shall be conducted by an Agency to be authorised by the Administrator, USOF, as per **Annexure-3**.

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

5.14 Mobile Charging Facility:

Adequate number of Mobile Charging Facilities shall be provided at each location to the users. The equipment shall support charging of at least four mobile phones simultaneously. The facility shall be available on 24x7 basis. Renewable Energy Technology (RET) based mobile charging facility is desirable.



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SECTION – VI: OPERATING CONDITIONS

6.1 CUSTOMER SERVICE

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

6.2 RIGHT TO INSPECT, TEST AND MONITOR

6.2.1 The Administrator or his authorized representative shall have the right to inspect the infrastructure sites created for providing the 4G based mobile services and also the equipment installed by the USPs at the Infrastructure site so created in particular but not limited to, access to NOC/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.

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

6.2.3 Online access to Network Operations Centre(NOC)/Network Management System (NMS) shall be provided to USOF representatives authorised by the Administrator. Web based access to NOC/NMS is desirable.

6.3 PROVISIONING OF 4G BASED MOBILE SERVICES

The USP 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 the USP in the monthly report in the prescribed proforma, **Annexure-5**.

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

6.5 ROLL OUT

6.5.1 The indicative locations (Latitude, Longitude) for each site are given at Appendix-1 to the Tender document. The USP, based on field survey, shall determine the



optimum type of infrastructure and location for each site to ensure coverage of maximum population in the area, and finalize implementation plan in consultation with Agency to be appointed by Administrator, USOF. The percentage variation permitted for infrastructure in the bidding unit (Bihar) shall be within +25% of the Quantities specified herein.

- 6.5.2 The USP shall complete the field survey for all the sites in three months from the date of signing of the Agreement to finalize location for each site. The USP shall commission and provide 4G based mobile services from all the sites within a period of 12 months from the date of signing of the Agreement.
- 6.5.3 The Rollout period may be extended by the Administrator by Six months without LD charges, if reasons for delay submitted by the implementing USP are justified.
- 6.5.4 The USP shall provide a monthly statement in the format prescribed in **Annexure-5** giving details of the sites commissioned and traffic generated from each site during the month from the sites commissioned respectively.

6.6 LIQUIDATED DAMAGES

- 6.6.1 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 (L.D.). Provided further, that for the infrastructure sites that are provided within 30 calendar days of the expiry of the rollout period from the effective date by the USP, the Administrator shall accept the infrastructure site without levy of any L.D. charges.
- 6.6.2 For any shortfall in providing the required number of infrastructure sites and providing the 4G based mobile services (commissioning of e-NodeB) after thirty days of the expiry of the Roll-out period as per Clause 6.5, the Administrator shall be entitled to impose and recover Liquidated Damages at the rate of 2% of the Representative Rate per site, as specified in the tender, for those Infrastructure sites for each calendar month of delay or part thereof, subject to maximum of five months delay i.e., max LD shall be 10% of the Representative Rate for each site, beyond a grace of one month as per Clause 6.6.1.
- 6.6.3 For the purpose of charging the Liquidated Damages, the Representative Rate per site, as discovered in the tendering process, where the relevant roll out obligation of providing 4G based mobile services from Infrastructure/eNode-B sites has not been fulfilled, shall be taken into account.
- 6.6.4 In case, the USP fails to roll out the mobiles services from the infrastructure sites within 6 months after the expiry of roll-out period, action as per Clause 7.5 of Section VII: Financial Conditions shall be taken and action as per Clause 4.10 and 4.11 of Section-IV: Commercial Conditions of this Tender Document may be taken.



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6.7 CONFIDENTIALITY OF INFORMATION

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

6.8 PROHIBITION OF CERTAIN ACTIVITIES BY THE UNIVERSAL SERVICE PROVIDER

The terms and conditions as to prohibition of certain activities of the CMTS or UASL or UL Agreement, as the case may be, shall be binding mutatis mutandis.

6.9 SECURITY CONDITIONS

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

6.10 SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT

6.10.1 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.

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



SECTION – VII: FINANCIAL CONDITIONS

7.1 SUBSIDY FROM UNIVERSAL SERVICE OBLIGATION FUND

- 7.1.1 Support shall be payable as Representative Rate for each site arrived on the basis of the outcome of the bidding process as per details given in Section-VIII: Terms of Financial Bid.
- 7.1.2 The Representative Rate (RR) of subsidy support, may vary depending on the bidding unit.
- 7.1.3 The Representative Rate (RR) of subsidy emerging from the bidding process which shall be specified in the Agreement(s) shall be disbursed in Indian Rupees to the USP for the scheme in two parts- Front Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS).
- 7.1.4 First part shall be due and payable, @ 49% of the Representative Rate (RR), as an FLS at the time of successful commissioning of eNodeB and provision of 4G based mobile services from the identified site. Second part of the subsidy (50%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of eNode-B i.e. commencement of 4G based mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier. The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps per site, for maximum 5% sites in each package for maximum up to 2 years, based on actual deployment of VSAT media at the rate of Rs. 2.11 Lakh per Mbps per annum or actual rate on which payment is made by USP, whichever is lower.
- 7.1.5 The Administrator, USOF shall appoint Third Party Agency (TPA) as per departmental procedure to whom maximum 1% of the Representative rate of subsidy emerging from the bidding process will be paid directly. Further, Equated Quarterly Instalment shall be released after verification by a Third-Party Agency (TPA), unless specified otherwise by Administrator.
- 7.1.6 The FLS & EQS components of the subsidy shall be payable within 30 days from the end of quarter, in which it becomes due. Thus, the USP shall be eligible to claim FLS only at the end of the quarter in which the 4G based mobile services are commissioned/ launched from the infrastructure site set up. Similarly, the EQS claim for a quarter can be made by the USP only at the end of that quarter.
- 7.1.7 USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed, commissioned and provision of mobile services (4G) has been made, as per the terms & conditions of the Agreement duly verified by the Agency authorized by Administrator, USOF, will be



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limited to the number of sites in bidding unit (Bihar), subject to the Variation Clause 2.3 of this Agreement.

7.2 SCHEDULE FOR DISBURSEMENT OF SUBSIDY

- 7.2.1 The validation/approval of the PoC by USOF as per Clause 5.13 & submission of the same would be a pre-requisite for any release of the subsidy payments. The USP shall be eligible to submit the claim for FLS (49%) within 30 days from the end of quarter in which the 4G based mobile services are commissioned/ launched from the infrastructure site set up. USP shall submit a self-certificate to the respective Controller of Communication Accounts (CCA) office, giving details of the infrastructure site(s), the equipment installed along with system generated reports, traffic reports etc. establishing successful completion/ launch of the 4G based mobile services work as per the proforma given in **Annexure-3**, with a copy to Administrator, USOF.
- 7.2.2 The EQS of remaining 50% subsidy from USOF shall be disbursed by the respective Controller of Communication Accounts office in 20 quarterly instalments during each financial year, within 30 days from the end of quarter. The claim for a part of the quarter will be computed with reference to the actual number of days in that quarter. Each instalment shall be disbursed quarterly generally within 30 days of receipt of a valid claim for the services rendered.
- 7.2.3 The USP shall submit the claim for quarterly subsidy in a statement in the prescribed form given in the three Attachments (A, B & C) to **Annexure-2** showing the computation of subsidy for the quarter. The statement shall be furnished by the USP even if no new Site has been set up during the quarter for provision of 4G based mobile services. The subsidy claim should be submitted in the prescribed formats on a hard copy duly signed by the authorized signatory of the Company.
- 7.2.4 Following supporting documents shall be submitted along with the prescribed Claim Statement and thus are integral part of the subsidy claim:
- (a) The claim shall be duly certified as per prescribed affidavit pro forma as mentioned in **Annexure-2** on a stamp paper by a representative of the USP duly authorized by a board resolution of the USP.
 - (b) All claims for subsidy shall be accompanied by a pre-receipted bill with revenue stamp.
 - (c) In addition to the hard copy, the USP should also submit the claim on a CD ROM in MS Excel format also. The authorized signatory of the company should put his signature and seal of the company on the CD ROM Disc.
 - (d) Monthly statement of Sites Commissioning & 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 unit, the USP, along with



Annexure-5, shall also provide name of villages (along with Census Code) covered by the installed tower.

(e) Self-Certificate as per **Annexure-3** along with test results, as per Clause 5.13 of the Section V: Technical conditions, with the FLS claim.

7.2.5 The claim along with the supporting documents should be submitted within 30 days from the end of the quarter. Condonation of delays for claims received after this date may be considered by the Administrator under exceptional circumstances.

7.2.6 The claims along with the supporting documents should be submitted at the designated Controller of Communication Account Offices of the respective Licensed Service Area.

7.2.7 **Penalty for interruption:**

Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, 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-6. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.

7.2.8 Processing of Front-Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS) claims of USP for subsidy disbursement and settlement shall be as per the terms & conditions of the Agreement and through the Office of the designated Controller of Communication Accounts (CCAs) of the respective Telecom Service Area. However the claims of USP would be said to be settled only after adjustment & recovery of any pending LD, penalties, dues, etc. as liable as per the Agreement or recovery of inadmissible/excess subsidy for a site as ascertained on the basis of physical verification by Administrator, USOF as per Clause 5.13 & sample inspection conducted by Administrator's representative during the Agreement period, as per instructions issued there under for compliance of its provisions, as per the inspection/verification schedule to be prescribed later by USOF.

7.2.9 The aforesaid quarterly statements of each year shall be required to be audited by the auditors of the USP appointed under Section-224 of the Companies Act, 1956 or Section 139 or any other relevant section of the New Companies Act, 2013. The report of the Auditors should be in the prescribed form given in **Annexure-4** to be filed with the Administrator or an authorized agency/ CCA as specified within 7 (seven) calendar days of the date of signing of the audit report but not later than 30th September of the following year.

7.2.10 The subsidy for a quarter shall be paid after making adjustments, if any, for the payments made in the previous quarter(s).



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- 7.2.11 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 auditors of the USP.
- 7.2.12 In case the USP is found to have claimed and received in excess of 10% of the subsidy due to them, the entire amount in excess shall be recovered along with an interest from the date of disbursement at the prime lending rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. (Month for this purpose shall be taken as an English calendar month). No further subsidy shall be disbursed until final adjustment of the excess payment.
- 7.2.13 No interest shall be payable for any short/late payment made to the USP by the paying authority.
- 7.2.14 All the relevant records, systems, relevant NOC (Network Operation Centre)/ Network Management System (NMS) data, logbooks, books of accounts of the USP shall be subject to such scrutiny & examination as may be prescribed by the Administrator so as to facilitate independent verification of the subsidy claimed and paid.
- 7.2.15 In order to ensure effective utilisation of the USO Fund released for the rendering the obligations by USP and proper and correct verification of subsidy paid & ensuring compliance, for the deliverables and Agreement conditions, as claimed in its subsidy claim, over the period of the Agreement, the Administrator can issue instructions/ directions, prescribe inspection & verification guidelines/ procedures, formats for monitoring performance, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and also can modify, alter, or substitute and amend, if deemed necessary, whatever stated in the Agreement.

7.3 BANK GUARANTEES

- 7.3.1 The USPs shall submit a Performance Bank Guarantee (PBG) to Administrator USOF in the prescribed proforma valid for 6 months beyond the validity of Agreement, from any scheduled bank in India. The amount of performance bank guarantee shall be equivalent to 5% of total subsidy amount payable to the USP for the entire bidding unit (Bihar), as specified in tender, for which work has been awarded to the USP. The PBG must be submitted within Fifteen days of issue of letter of intent and before signing of the Agreement.
- 7.3.2 Initially, the bank guarantee (s) shall be valid for a period of Two years. The USP, on its own, shall extend the validity period of the bank guarantee(s) on similar terms at least one month prior to the day of its expiry without any demand or notice from the Administrator for a period of one year.



- 7.3.3 The bank guarantees shall be kept valid for an extended period of six months beyond the period of Agreement or till finalization of accounts i.e. issue of no-dues certificate from the concerned CCA and final settlement of all the subsidy claims, and adjustment & recoveries of any pending LD, penalties, dues, excess claim etc. as per the Agreement & instructions issued there under, whichever is later. Any failure to do so, shall amount to violation of the terms of the Agreement and entitle the Administrator to encash the bank guarantee(s) and to convert it into a cash security without any reference to the USP at its risk and cost. No interest or compensation whatsoever shall be payable by the Administrator on such encashment.
- 7.3.4 Without prejudice to its rights of any other remedy, Administrator may encash bank guarantee and forfeit the amount upon any failure of performance of the terms & conditions of the Agreement by the USP.

7.4 MAINTENANCE OF RECORDS

- 7.4.1 The Administrator or its authorised representative shall have the right to call for and the USP shall be obliged to maintain, supply and provide for examination the relevant books of accounts, financial records and provide access to its systems and any other records that it maintains in respect of the business carried on to provide the service(s) under this Agreement at any time.
- 7.4.2 The USP shall invariably preserve all accounting and financial records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited & approved accounts of the company or until the finalization of accounts, whichever is later. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for termination of the Agreement.

7.5 NON-PERFORMANCE PENALTY

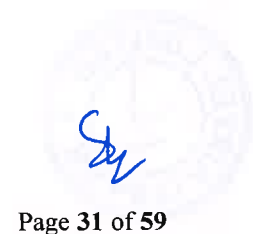
- 7.5.1 In case, USP fails to commission & provide 4G based mobile services from a site(s), within six months of the expiry of the roll-out period (as stated in Clause 6.5), action as per Clause 6.6 shall be taken. In addition, non-performance-penalty @ 5% of the Representative Rate per site, as specified in the tender document, shall be payable, in respect of sites not commissioned, as penalty by the USP and the site(s) would be deleted/ struck-off from the Agreement. Administrator reserves the right to take necessary action, as deemed fit for provisioning of 4G based mobile services from such sites.
- 7.5.2 USP shall indemnify and at all times keep the Administrator, USOF indemnified against any loss to it or any claims by any third person. The USP shall be solely responsible to deal with any/all dispute(s)/issue(s) arising out of the said deletion of the site(s) from the Agreement and consequences thereof.



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7.6 EXIT Policy:

- 7.6.1 A notice of at least 90 days (three months) shall have to be given by the USP seeking exit from the entire scheme in the bidding unit to Administrator, USOF.
- 7.6.2 Date of Exit shall be the date of expiry of three months' notice for exit as given by the USP seeking exit.
- 7.6.3 USP shall pay 50% of the total subsidy amount payable to the USP for the bidding unit (Bihar) as penalty, as specified in the tender document, for premature exit/withdrawal from the entire scheme.
- 7.6.4 It shall be the responsibility of USP to maintain the Quality of Service as per conditions of the Agreement during the notice period also. If the Quality of Service is not maintained as per standards prescribed in the Agreement during the notice period, then a Penalty as per Clause 7.2.7 shall be imposed & recovered from the USP.
- 7.6.5 Exit from already commissioned sites will be subject to Terms and Conditions of relevant Telecom License Agreement signed by USP with DoT.
- 7.6.6 Exiting USP shall be solely responsible to deal with any/all dispute(s)/issue(s) arising out of the said exit and consequences thereof including inter-alia matters related to continuity of services to subscribers, compliance to pertinent clauses of relevant telecom license Agreement under which USP is operating.
- 7.6.7 In addition, the Administrator shall terminate the Agreement and take action as per Clause 4.10 & 4.11 of the Agreement and recover any Liquidated damages and non-performance penalty, if applicable.



SECTION – VIII: Special Instructions to the USP

- 8.1 After signing of the Agreements by USP with Administrator USOF, USP shall rollout as per schedule given in clause 6.5.
- 8.2 For shifting of the location of the site/tower from one place to another, the USP shall take up the case for change of location with Administrator as per the prescribed proforma attached at **Annexure-8**.
- 8.3 For installation of additional site(s) or deletion, the USP shall take up the case with Administrator as per the prescribed proforma attached at **Annexure-7**. The variation shall be permitted with the prior approval of Administrator, USOF, subject to Clause 2.3 of this Agreement.
- 8.4 The decision of the Administrator for according approval to such requests shall be final and binding on the USP. All the related clauses of the Roll out, LDs, Penalties, Suspension, Termination & other terms & conditions of the Agreement shall be applicable for these new locations also.



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SECTION – IX: 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:

- 9.1 ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.
- 9.2 AGREEMENT** shall mean the Agreement signed by the USP with the Administrator for setting up and managing the infrastructure sites and for Provision of 4G based mobile services in Identified Uncovered Villages for each Implementing Unit, on the basis of the outcome of the bidding process.
- 9.3 BENCHMARK** is the rate that shall form the upper ceiling for submission of bids and is the estimated rate of Net Cost support assessed in accordance with ITRs,1951 and is based on a percentage of the capital recovery, depending on the revenue potential and operating expenditure net of revenue, incurred over a period of five years of operation against which the bids shall be received in the first round of financial bidding.
- 9.4 CAPITALRECOVERY** means the aggregate of depreciation, interest on debt and return on equity on the capital cost as worked out proportionately and annualized over the period for which support is provided from the Fund.
- 9.5 DESIGNATED MONITORING 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 & conditions of the Agreement.
- 9.6 EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 9.7 EQS MEANS** Equated Quarterly Subsidy.
- 9.8 FLS MEANS** Front loaded Subsidy.
- 9.9 INFRASTRUCTURE PROVIDERS-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 9.10 SITES** mean the locations for installation of tower & Node-B for provision of 4G based mobile services, as per the terms & conditions of the Agreement and as identified in Appendix-1.
- 9.11 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.
- 9.12 LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the CMTS / UASL/UL Service License except the areas that may be notified to be excluded from time to time.



- 9.13 LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Basic and/ or CMTS and or Unified Access Service and or Unified License), within the geographical boundaries of the specified Licensed Service Area.
- 9.14 OPERATIONAL EXPENDITURE** means the Annual Operating Expense incurred on routine maintenance of infrastructure and recurring expenditures on diesel, electricity, security etc. including satellite bandwidth charges, to be paid by Universal Service Providers.
- 9.15 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.
- 9.16 RURAL CONNECTIONS** mean the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the eNode-B site installed with the subsidy support from USO Fund.
- 9.17 SUBSIDY** from Universal Service Obligation Fund (USOF) means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.
- 9.18 TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 9.19 UNIVERSAL SERVICE PROVIDER (USP)** means such entities like CMTS/ UASL/UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 9.20 USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.
- 9.21 USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.
- 9.22 BIDDING UNIT:** Bidding unit is the state for which the USP is the successful bidder i.e. State of Bihar for this Agreement.



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ANNEXURE-1: DETAILS OF NUMBER OF UNCOVERED VILLAGES/ SITES IN ASPIRATIONAL DISTRICTS OF BIHAR STATE and USOF SUBSIDY SUPPORT.

S. No.	Bidding Unit	No. of Villages	No. of tower sites	subsidy Amount per site (in Rs.)	Total subsidy Amount (in Rs.)
1	Bihar	80	62	89,00,000	55,18,00,000
	Total Subsidy (in figures)				55,18,00,000
	Total Subsidy (in words)				Fifty Five crore Eighteen Lakh only

NOTE:

The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps per site, for maximum 5% sites in the Bidding Unit i.e. Bihar for maximum up to 2 years, based on actual deployment of VSAT media at the rate of Rs. 2.11 Lakh per Mbps per annum or actual rate on which payment is made by USP, whichever is lower.



ANNEXURE-2: Format for Certification of Subsidy Claim

AGREEMENT NO. _____ DATED _____

FOR

UNIVERSAL SERVICE PROVIDER

I, _____, aged about _____ years s/o, d/o of Shri _____, resident of _____, do solemnly affirm and state as under:

1. That I am _____ of _____ (Name of the Company), Universal Service Provider in _____ Licensed 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).
2. That a claim of Rs. _____ (Rupees _____) is being made or the period _____ to _____. The details of calculation of subsidy are as per Attachments enclosed.
3. That the contents of **Attachments A, B and C** are true and correct to the best of my knowledge, based on the records of the company, which are available for further verification by the appropriate authorities and that the **infrastructure has been commissioned & were functional and 4G based mobile services have been rendered** from the quarter in which they have been shown as installed & commissioned.
4. That the claim pertains to the 4G based mobile services commissioned after the date of entering into the Agreement.
5. That excess payment or shortage, if any, in the subsidy received shall be adjusted in the following year based on the quarterly statements duly certified by the Auditors of the Company and scrutiny as prescribed by the Administrator.
6. The services/ mobile connections provided under this Agreement have not been utilized in claiming subsidy under any other Agreement entered into with the Administrator.
7. No subsidy has been claimed for the period in which the 4G based mobile services remained disrupted during the quarter as per terms and conditions of the Agreement.



42

8. The 4G based mobile services shown as commissioned in the said quarter have been completed in the on the dateas provided in the claim.
9. I understand that Administrator or his representative shall have the right to inspect & verify the site and records & systems, during the currency of the Agreement and if any deficiency is observed the subsidy paid to the company shall be recovered forthwith, without prejudice to the right of Administrator to take any other action(s) as deemed fit.

For and on behalf of (Name of the company)

Signature of the authorized signatory of the USP



A handwritten signature in blue ink, appearing to be 'S. D.' or similar, located in the bottom right corner of the page.

ATTACHMENT A TO ANNEXURE 2: SUMMARY CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER

Name of Universal Service Provider : _____ Name of Implementation Unit : _____

S No.	State	Total No. of Mobile Service Sites to be provided (As per Agreement)	No. of Mobile Service Sites provided at the end of the previous quarter	No. of Mobile Service Sites added during the quarter	Total No. of Mobile Service Sites at which Mobile Service is functional	Total subsidy payable for the Mobile Service Sites in col 4 (from Col 15 of Attachment B)	Subsidy payable for Mobile Service Sites in col 5 (from Col 17 of Attachment C)	Total subsidy payable (7+8)	Remarks, if any
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									

(Signature of Authorized Signatory) along with Company seal



Signature

ATTACHMENT B TO ANNEXURE 2: EQS CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER FOR THE 4G based mobile services THAT HAVE ALREADY BEEN COMMISSIONED

Name of Universal Service Provider : Name of Implementation Unit :

S. No	Site ID	State	Site details (District Block-Village)	Site Location	Date of Completion / Commission of the 4G based mobile services site	Back haul type	EQS component	Satellite Bandwidth amount	Subsidy payable	Duration of interruption of services		Total days for which services were interrupted	Deduction of subsidy on Pro rata basis for Col 13	Net subsidy payable (Col 10-14)
										From date	To date			
1	2	3	4	5	6	8	9A	9B	10	11	12	13	14	15
1														
2														

(Signature of Authorized Signatory) along with Company seal

Note:

1. Deduction of subsidy on account of interruption of services shall be made on the total no. of days such incidences have happened from the specific site. Further, the details of interruption are to be separately provided.
2. Rounding off the subsidy to the nearest rupee shall be made only in the total subsidy due.



ATTACHMENT C TO ANNEXURE 2 : FLS CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER (FOR THE 4G based mobile services COMMISSIONED DURING THE QUARTER)

Name of Universal Service Provider : _____ Name of Implementation Unit : _____

S. No	Site ID	State	Site details (District-Block-Village)	Site Location		Date of Completion - Commission of the Mobile Service sites	Back-haul type	FLS component	No. of days in the Quarter	No. of days since mobile services site is Commissioned	Subsidy payable	Duration of interruption of services		Total days for which services were interrupted	Deduction of subsidy on Pro rata basis for Col 15	Net subsidy payable (Col 12-16)
				Lat/Long	uncovered village							From date	To date			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1																
2																

(Signature of Authorized Signatory along with Company seal)

Note:

1. Deduction of subsidy on account of interruption of services shall be made on the total no of days such incidences have happened from the specific site. The details of interruption are to be separately provided.
2. Rounding off the subsidy to the nearest rupee shall be made only in the total subsidy due.
3. Date of Commissioning/ installation (Col 7) shall be included while calculating the number of days in a quarter for Col 10.
4. The claim shall be accompanied with the Self Certification as per **Annexure-3**



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 amof (Name of the Company), Universal Service Provider inService 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, USOF vide Agreement No. _____ dated _____ for provisioning of 4G based mobile services in the Service Area of _____, the following works have been completed successfully as per the specifications, drawings defined in the terms and conditions of the Agreement and the Tender Document:

A) Acquisition of land:

- (i) Size of the land (Dimensions):
- (ii) Village/ Khasra Number/ Survey Number/ Revenue Record Number:
- (iii) Nearest Identification/ landmark:
- (iv) Whether on lease basis/ outright purchase:
- (v) Copy of the lease Agreement/ Sale deed:
- (vi) If on lease, the date and period of lease:
- (vii) 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:
- (vi) Date of Commissioning:
- (vii) Tower compliance against clause 5.3.2:

C) eNodeB:

- (i) Tower ID:
- (ii) Name of the Village, Block, District, State:
- (iii) Technology :
- (iv) Make:



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- (v) Model:
- (vi) Type of BTS (A or 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) Mandatory Approvals

The following mandatory approvals have been obtained and copies of various certificates are attached.

- (i) Director General of Civil Aviation (in case the tower falls in the corridor)
- (ii) Environment Pollution Clearance
- (iii) Others, if any, as per the local laws.



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H) 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:

I) 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:

J) Antenna for eNodeB/ 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:

K) Backhaul:

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

L) Signal Coverage details:

Certified that the actual coverage achieved from the infrastructure site installed is as per the prevalent TRAI regulations on QoS standards.

Signal Strength	Details of Coverage Area

M) Village Coverage details:

The actual number of villages covered from the infrastructure site installed in the village cluster as against the number of villages to be covered as specified in the Agreement is as given below:



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Names of villages to be covered from eNodeB of the Infrastructure Site as per the Agreement	Names of villages actually covered from eNodeB of the Infrastructure Site	Names of villages not covered as proposed in the Agreement

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 USP

Signature of the authorized signatory of the USP

Note:

A copy of the Self-Certification is also to be submitted to Administrator, USOF.



Signature

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

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 Tender document No. _____ for Subsidy Disbursement for setting up and managing infrastructure sites and provision of 4G based mobile services in specified rural and remote areas in the country 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)



ANNEXURE-5: Monthly Statement

NAME OF THE UNIVERSAL SERVICE PROVIDER:

NAME OF THE IMPLEMENTATION UNIT: <Bihar>

A. FOR THE MONTH ENDING:

Sl. No	Location of Site (Village name)	District & Block	Details of Tower			Deployed eNodeB Type, Configuration & Backhaul	Date of Commissioning of the Mobile Service Site (i.e. eNodeB) 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 USP

B. CUMULATIVE:

For Sites in uncovered villages -

Sl. No.	State	District	Total Number of 4G based Sites (eNodeB) 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						

Signature of the Authorized Signatory for or on behalf of USP



Handwritten signature

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

This is to certify that the eNodeB 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/Dist/Block/Village				From Date (HH-MM-SS)	To Date (HH-MM-SS)		

Enclosures:

1. **Link-Status Report:** giving details of the total number of times the links failed along with the duration and reasons thereof.
2. **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 USPs 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 USPs and their consent	Justification

Proper justification may be given for Shifting of the towers:

1. Coverage already available
 - a) Name of the Service provider
 - b) Lat-Long of the corresponding tower
2. Possibility of improved coverage by relocation of the tower due to terrain
3. More population getting served by relocation of the tower
4. Difficulty in tower construction due to soil and geographical conditions
5. Any other reason



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ANNEXURE-9: Monthly Statement of Progress of Project Implementation

NAME OF THE UNIVERSAL SERVICE PROVIDER:

Implementation Unit: < Bihar >

Report for the month of -----

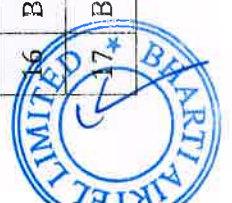
S. No.	District Name	Total No. of villages	Site Survey		Total No. of Tower locations finalized	Site Acquired	Site Preparation/ Foundation		Receipt of Tower Material at site		Tower Installation		Receipt of Material, power + electronics + backhaul		Installation of equipment		Testing and Commissioning of Tower sites		Total No. of villages covered		
			Progress during the	Cumulative Progress			Progress during the	Cumulative Progress	Progress during the	Cumulative Progress	Progress during the	Cumulative Progress	Progress during the	Cumulative Progress	Progress during the	Cumulative Progress	Progress during the	Cumulative Progress			
1.																					
2.																					
3.																					
.																					
	Total																				



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APPENDIX-1: Details of Village/ Site Locations in Bihar

S. N.	District	Sub District Name	Village Code	Village Name	Village _Lat	Village _Long	Near_GP _Lat	Near_GP _Lon	Near_GP _Name	Near_GP _code	Cluster	Tower Location
1	Aurangabad	Deo	254399	Jharna	24.5174	84.3622	24.5174	84.3481	Dulare	93909	Single	Jharna
2	Banka	Chanan	241753	Tola Bargoian	24.741033	86.617171	24.73552	86.624742	Ashudha	94143	Single	Tola Bargoian
3	Banka	Chanan	241709	Tola Dari	24.762431	86.616814	24.807637	86.613074	East Katsakara	94153	Single	Tola Dari
4	Banka	Chanan	241736	Tola Dharmadih	24.71084	86.70052	24.73552	86.624742	Ashudha	94143	Single	Tola Dharmadih
5	Banka	Chanan	241748	Tola Dhumnadih	24.741034	86.617224	24.73552	86.624742	Ashudha	94143	Single	Tola Dhumnadih
6	Banka	Chanan	241754	Tola Dihabara Khurd	24.77615	86.50069	24.73552	86.624742	Ashudha	94143	Single	Tola Dihabara Khurd
7	Banka	Chanan	241755	Tola Dihabara Kalan	24.78362	86.5585	24.73552	86.624742	Ashudha	94143	Single	Tola Dihabara Kalan
8	Banka	Chanan	241708	Tola Goura	24.73772	86.653395	24.807637	86.613074	East Katsakara	94153	Single	Tola Goura
9	Banka	Chanan	241741	Tola Hardi Khurd	24.754225	86.686466	24.73552	86.624742	Ashudha	94143	Single	Tola Hardi Khurd
10	Banka	Chanan	241742	Tola Hardia Kalan	24.752542	86.68664	24.73552	86.624742	Ashudha	94143	Single	Tola Hardia Kalan
11	Banka	Chanan	241745	Tola Karma Tanr	24.741034	86.617174	24.73552	86.624742	Ashudha	94143	Single	Tola Karma Tanr
12	Banka	Chanan	241705	Tola Kathradih	24.804113	86.687704	24.807637	86.613074	East Katsakara	94153	Single	Tola Kathradih
13	Banka	Chanan	241758	Tola Larhania	24.73552	86.57837	24.74552	86.65525	Chandwari	94148	Single	Tola Larhania
14	Banka	Chanan	241746	Tola Pararia	24.78075	86.52359	24.73552	86.624742	Ashudha	94143	Single	Tola Pararia
15	Banka	Chanan	241706	Tola Phuljora	24.757438	86.5888	24.807637	86.613074	East Katsakara	94153	Single	Tola Phuljora
16	Banka	Chanan	241744	Tola Purni Pararia	24.762431	86.616854	24.73552	86.624742	Ashudha	94143	Single	Tola Purni Pararia
17	Banka	Chanan	241757	Tola Raino Jharna	24.73552	86.6211743	24.73552	86.624742	Ashudha	94143	Single	Tola Raino Jharna



S. N.	District	Sub District Name	Village Code	Village Name	Village _Lat	Village _Long	Near_GP _Lat	Near_GP _Lon	Near_GP _Name	Near_GP _code	Cluster	Tower Location
18	Banka	Chanan	241752	Tola Semratn	24.78526	86.54177	24.73552	86.624742	Ashudha	94143	Single	Tola Semratn
19	Banka	Chanan	241710	Tola Sikarhar	24.795516	86.650875	24.807637	86.613074	East Katsakara	94153	Single	Tola Sikarhar
20	Banka	Katoria	242025	Tola Tasaria	24.39	86.46	24.598031	86.525329	Katiyari	94201	Single	Tola Tasaria
21	Gaya	Banke Bazar	255859	Baratanr	24.589	84.6172	24.589	84.6012	Lutua	95462	BH30	
22	Gaya	Banke Bazar	255860	Sondaha	24.5766	84.6277	24.5766	84.6012	Lutua	95462	BH30	Sondaha
23	Gaya	Banke Bazar	255857	Dumri	24.5727	84.5972	24.5727	84.6012	Lutua	95462	BH31	Dumri
24	Gaya	Banke Bazar	255858	Morainian	24.5828	84.5897	24.5828	84.6012	Lutua	95462	BH31	
25	Gaya	Banke Bazar	255849	Nagobar	24.5278	84.5678	24.5278	84.6012	Lutua	95462	Single	Nagobar
26	Gaya	Barachatti	257415	Chhotki Chanpi	24.4083	85.1119	24.4083	85.1008	Bhalua	95471	BH23	
27	Gaya	Barachatti	257417	Dang	24.4227	85.1127	24.4227	85.1008	Bhalua	95471	BH23	Dang
28	Gaya	Barachatti	257351	Lat	24.4214	84.9264	24.4214	84.9442	Patluka	95479	BH26	
29	Gaya	Barachatti	257361	Latkuta	24.4172	84.937	24.4172	84.9442	Patluka	95479	BH26	Latkuta
30	Gaya	Barachatti	257353	Amukhap	24.413	84.9298	24.413	84.9442	Patluka	95479	BH27	
31	Gaya	Barachatti	257354	Pakariya	24.407	84.9261	24.407	84.9442	Patluka	95479	BH27	Pakariya
32	Gaya	Barachatti	257367	Nawadh	24.4013	84.9494	24.4013	84.9442	Patluka	95479	BH28	
33	Gaya	Barachatti	257359	Purni Dhanganin	24.4021	84.9434	24.4021	84.9442	Patluka	95479	BH28	Purni Dhanganin
34	Gaya	Barachatti	257372	Barsuddi	24.4232	85.0063	24.4232	85.0216	Bumer	95474	Single	Barsuddi
35	Gaya	Barachatti	257366	Dhanganin	24.4097	84.9452	24.4097	84.9442	Patluka	95479	Single	Dhanganin
36	Gaya	Barachatti	257355	Duari	24.4096	84.9058	24.4096	84.9442	Patluka	95479	Single	Duari
37	Gaya	Barachatti	257365	Etwan	24.4161	84.9461	24.4161	84.9442	Patluka	95479	Single	Etwan
38	Gaya	Barachatti	257416	Sakhwa	24.4182	85.127	24.4182	85.1008	Bhalua	95471	Single	Sakhwa
39	Gaya	Dumaria	256144	Kokna	24.4904	84.3969	24.4904	84.4261	Chhakar	95533	BH33	Kokna



S. N.	District	Sub District Name	Village Code	Village Name	Village_Lat	Village_Long	Near_GP_Lat	Near_GP_Lon	Near_GP_Name	Near_GP_code	Cluster	Tower Location
									bandha			
40	Gaya	Dumaria	256145	Mahjari	24.5045	84.3875	24.5045	84.4261	Chhakar bandha	95533	BH33	
41	Gaya	Dumaria	256148	Kundari	24.4949	84.3665	24.4949	84.3359	Kachar	95534	BH34	Kundari
42	Gaya	Dumaria	256149	Maun Bar	24.489	84.3515	24.489	84.3359	Kachar	95534	BH34	
43	Gaya	Dumaria	256202	Bahadurpur	24.473	84.4101	24.473	84.379	Manjhauli	95537	Single	Bahadurpur
44	Gaya	Dumaria	256265	Baraha	24.4996	84.4963	24.4996	84.4261	Chhakar bandha	95533	Single	Baraha
45	Gaya	Dumaria	256264	Nabigarh	24.3495	84.4371	24.3495	84.4334	Bhokaha	95532	Single	Nabigarh
46	Gaya	Fatehpur	257033	Dibo Basehra	24.5054	85.2367	24.5054	85.2559	Naudiha Jhurang	95556	Single	Dibo Basehra
47	Jamui	Barhat	258739	Tola Bhorbhandari	25.1153	86.3654	25.1153	86.2862	Barhat	96007	BH10	Tola Bhorbhandari
48	Jamui	Barhat	258738	Tola Parsatari	25.1131	86.3691	25.1131	86.2862	Barhat	96007	BH10	
49	Jamui	Barhat	258742	Tola Gurmha	25.0872	86.3324	25.0872	86.2862	Barhat	96007	Single	Tola Gurmha
50	Jamui	Barhat	258746	Tola Jamuniatanr	25.0838	86.3739	25.0838	86.2862	Barhat	96007	Single	Tola Jamuniatanr
51	Jamui	Barhat	258744	Tola Karahara	25.0728	86.3073	25.0728	86.2862	Barhat	96007	Single	Tola Karahara
52	Jamui	Barhat	258751	Tola Karmegh	25.1325	86.3916	25.1325	86.2862	Barhat	96007	Single	Tola Karmegh
53	Jamui	Barhat	258737	Tola Narokol	25.1104	86.3977	25.1104	86.2862	Barhat	96007	Single	Tola Narokol
54	Jamui	Chakai	259666	Tola Harla	24.6664	86.446	24.6664	86.4702	Thari	96038	BH12	
55	Jamui	Chakai	259629	Tola Lakra	24.6511	86.4235	24.6511	86.4702	Thari	96038	BH13	
56	Jamui	Chakai	259639	Tola Hethsapaha	24.6349	86.4428	24.6349	86.4512	Chophla	96021	BH14	
57	Jamui	Chakai	259631	Tola Uparsapaha	24.6383	86.4376	24.6383	86.4702	Thari	96038	BH14	Tola Uparsapaha
58	Jamui	Chakai	259937	Tola Harni	24.5851	86.3398	24.5851	86.3519	Pojha	96034	BH15	Tola Harni
59	Jamui	Chakai	259938	Tola Jogia	24.5787	86.3284	24.5787	86.3519	Pojha	96034	BH15	

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S. N.	District	Sub District Name	Village Code	Village Name	Village_Lat	Village_Long	Near_GP_Lat	Near_GP_Lon	Near_GP_Name	Near_GP_code	Cluster	Tower Location
60	Jamui	Chakai	259471	Tola Dubardih	24.601	86.2843	24.601	86.2741	Barmoria	96017	BH16	
61	Jamui	Chakai	259473	Tola Hasikol	24.6082	86.2869	24.6082	86.2741	Barmoria	96017	BH16	Tola Hasikol
62	Jamui	Chakai	259474	Tola Barakhutia	24.6083	86.3086	24.6083	86.2741	Barmoria	96017	Single	Tola Barakhutia
63	Jamui	Chakai	259632	Tola Dotna	24.6487	86.4423	24.6487	86.4702	Thari	96038	Single	Tola Dotna
64	Jamui	Chakai	259447	Tola Sumarmara	24.6179	86.1907	24.6179	86.1787	Bongi	96018	Single	Tola Sumarmara
65	Jamui	Jhajha	259013	Tola Hardia	24.6877	86.4406	24.6877	86.458	Barakola	96075	Bh11	
66	Jamui	Jhajha	259001	Tola Thelpathal	24.6869	86.4479	24.6869	86.458	Barakola	96075	Bh11	Tola Thelpathal
67	Jamui	Jhajha	258995	Tola Pachkathia	24.7124148	86.488991	24.92	86.22	Barakola	-	Single	Tola Pachkathia
68	Jamui	Jhajha	258996	Tola Pajjharna	24.6975	86.48	24.6975	86.458	Barakola	96075	Single	Tola Pajjharna
69	Jamui	Khaira	259130	Tola Amkoli	24.7611	86.0871	24.7611	86.0766	Garhi	96100	Single	Tola Amkoli
70	Jamui	Lakshampur	258829	Tola Alagjara	24.9737	86.4541	24.9737	86.4738	Khelar	96121	Single	Tola Alagjara
71	Jamui	Sono	259240	Tola Sengwaria	24.6692	86.4381	24.6692	86.4247	Belamba	96143	BH12	Tola Sengwaria
72	Jamui	Sono	259239	Tola Bhelwa	24.662	86.4271	24.662	86.4247	Belamba	96143	BH13	Tola Bhelwa
73	Jamui	Sono	259238	Tola Khanjar	24.6564	86.4059	24.6564	86.3762	Dahiyari	96146	Single	Tola Khanjar
74	Nawada	Kawakol	257780	Ranigadar	24.7722	85.9201	24.7722	86.0143	Mahurar	98334	Single	Ranigadar
75	Nawada	Rajauli	258411	Khirkiya Kalan	24.5362	85.5134	24.5362	85.4439	Hardia	98414	BH20	Khirkiya Kalan
76	Nawada	Rajauli	258410	Kumbhiyatari	24.5437	85.5156	24.5437	85.4641	Jogya Maran	98415	BH20	
77	Nawada	Rajauli	258370	Partauniyan	24.5772	85.4522	24.5772	85.4439	Hardia	98414	BH21	Partauniyan
78	Nawada	Rajauli	258369	Pipra	24.5704	85.4642	24.5704	85.4642	Hardia	98414	BH21	
79	Nawada	Rajauli	258404	Chiraila	24.5638	85.4904	24.5638	85.4439	Hardia	98414	BH22	
80	Nawada	Rajauli	258402	Singar Khas	24.5753	85.5037	24.5753	85.4439	Hardia	98414	BH22	Singar Khas



APPENDIX-2: INTEGRITY PACT

(To be submitted on plain paper)

Universal Service Obligation Fund (USOF) hereinafter referred to as “The Principal” and M/s Bharti Airtel limited, M/s Bharti Airtel limited, (hereinafter referred to as “The Bidder/Contractor”)

Preamble

The Principal/ USOF intends to award, under laid down organizational procedures, contract/s for Tender refence No. USOF/TENDER/Aspirational Districts/1/2020 dated 19/05/2020 to **M/s Bharti Airtel limited** for bidding unit of Bihar. The Principal values full compliance with all relevant laws of the land, rules and regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

The word(s) bidder(s), contractor(s) and Universal Service Provider will have the same meaning.

The word(s) tender includes the process of selection and award of work.

The word(s) contract includes agreement / MOU including any addendum thereto.

Section 1 – Commitments of the Principal

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

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

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

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

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the



Agreement No. USOF/Aspirational Districts/1/Bihar/2020 dated 22/03/2021 for Aspirational Districts in Bihar Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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



Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

Section 6 – Equal treatment of all Bidders/ Contractors / Subcontractors

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

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

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

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

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

Section 8 – Independent External Monitor(s)

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

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

3 The Bidder(s)/Contractor(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that



Agreement No. USOF/Aspirational Districts/1/Bihar/2020 dated 22/03/2021 for Aspirational Districts in Bihar provided by its contractor. The Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Subcontractor(s) with confidentiality.

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

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

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

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

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

9 The word Independent External 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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



Agreement No. USOF/Aspirational Districts/1/Bihar/2020 dated 22/03/2021 for Aspirational Districts in Bihar

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



For & on behalf of the Principal(s)
(Office Seal)

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

Place.....

Date



Witness 1: Sahil Garg, Dy. Administrator (F-I), USOF
DoT, Sanchar Bhawan, Ashoka Road, New Delhi-110 001.

Witness 2: Vishal Ambardar, Bharti Airtel Ltd., Airtel Centre, Plot No.-16,
Udyog Vihar, Phase-IV, Gurugram- 122015

