

No. DDG(Spl.Projects)/USOF/DoT/Aspirational/1/Execution

Computer No. 107404

भारत सरकार/Government of India

संचार मंत्रालय/Ministry of Communications

दूरसंचार विभाग/Department of Telecommunications

डिजिटल भारत निधि /Digital Bharat Nidhi (erstwhile USOF)

संचार भवन , नई दिल्ली/ Sanchar Bhawan, New Delhi

Dated: 11-10-2024

To,

M/s Bharti Airtel Ltd.

Airtel Centre, Plot No, 16,

Udyog Vihar, Phase- IV,

Gurugram, Haryana-122 015

Subject: Amendment in Agreement no. USOF/Aspirational Districts/Bihar/2020 dated 22-03-2021 with M/s Bharti Airtel Limited for Provision of 4G based Mobile Services in the identified uncovered villages in Aspirational Districts in the state of Bihar.

In Pursuance of the Clause 4.2.9 [Responsibilities of the USP under the scheme], Clauses 4.6 [Extension of Agreement], 4.7 [Modifications in Terms and Conditions of Agreement] & 6.5.3 [Roll Out] of the agreement dated 22-03-2021, the terms and conditions of the captioned Agreement are hereby amended to the extent as detailed below: -

Existing Clause (amended vide letter dated 31-05-2021, 04-03-2022, 18-07-2022, 09-12-2022, 31-08-2023 & 08-07-2024)	Amended Clause
Clause-2 (Section-I): This Agreement will remain valid for 39 months (rollout period) +Ten years unless revoked earlier for any reason whatsoever. Date of effect of	Clause-2 (Section-I): This Agreement will remain valid for 45 months (rollout period) +Ten years unless revoked earlier for any reason whatsoever. Date of effect of this

<p>this Agreement shall be the date of signing of the Agreement.</p>	<p>Agreement shall be the date of signing of the Agreement.</p>
<p>Clause 4.5 (Section- IV) The Agreement shall be valid for a period of 39 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 39 months (rollout period) + Ten years from the effective date of the Agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.</p>	<p>Clause 4.5 (Section- IV) The Agreement shall be valid for a period of 45 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 45 months (rollout period) + Ten years from the effective date of the Agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.</p>
<p>Clause 6.5.2 {Section-VI): The USP shall complete the field survey for all the sites in six 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 39 months (33+6) from the date of signing of the Agreement.</p>	<p>Clause 6.5.2 {Section-VI): The USP shall complete the field survey for all the sites in six 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 45 months (39+6) from the date of signing of the Agreement.</p>

2 . **Roll out period of the project is extended for 6 more months i.e. upto 21.12.2024, with subject to the condition that an amount equivalent to Liquidated Damages (LD) will be withheld. The final decision on LD shall be communicated separately based on the merits of the case and legal opinion.**

3. This is issues with the approval of Administrator, DBN.

**Director (Mobile-I), DBN
Ph No. 011 2331 0110**

Copy to:

1. PPS to Administrator, DBN- for information
2. DG(T), DoT
3. Addl. DG(T), Bihar LSA
4. JAF, DBN
5. CCA Bihar