# 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 सार्वभौमिक सेवा दायित्व निधि/Universal Service Obligation Fund संचार भवन , नई दिल्ली/ Sanchar Bhawan, New Delhi

Dated: 08-07-2024

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 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)

## Clause-2 (Section-I):

This Agreement will remain valid for 33 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

## Clause 4.5 (Section- IV)

The Agreement shall be valid for a period of 33 months (rollout period) +Ten years from the effective date unless revoked earlier for reasons as specified elsewhere in the document. subsidy support period and The claim and disbursement subsidy schedule is as per Section VII: Financial Conditions of this document. USP shall be responsible for operation and maintenance of the created infrastructure provision and specified services for a period of 33 months (rollout period) + Ten years from the effective date of the Agreement and also after the expiry of

#### 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 this Agreement shall be the date of signing of the Agreement

#### 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 provision and 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.

#### 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 33 months (27+6) from the date of signing of the Agreement.

Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.

#### 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.

- 2. Roll out period of the project is extended for 06 more months i.e. upto 21.06.2024, subject to the condition that an amount equivalent to LD will be withheld. The final decision on Liquidated Damages (LD) shall be communicated separately based on the merits of the case and legal opinion.
- 3. This is issues with the approval of Administrator, USOF

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

#### Copy to:

- 1. PPS to Administrator, USOF- for information
- 2. Add. DG(T), Bihar LSA
- 3. JA(F), USOF
- 4. CCA Bihar