No.: DDG/Spl.Projects/USOF/DoT/Aspirational Tender/3 Computer No. 112224

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 Reliance Jio Infocomm Ltd. 601, 6th Floor Prakash Deep Building 7 Tolstoy Road, Barakhamba New Delhi 110001

Subject: Amendment in Agreement No. DDG/ Spl. Projects/ USOF/ DoT/ Aspirational Tender/ 3 signed with M/s RJIL on 20-05-2022 to provide Mobile Services in the 7287 uncovered villages of the Aspirational District.

In Pursuance of the clause 4.6 [Extension of the Agreement], clause 47 [Modification in terms and Conditions of the Agreement] and clause 6.5.3 [Roll Out] of the agreement dated 20-05-2022, the terms and conditions of the captioned Agreement are hereby further amended to the extent as detailed below: -

Existing Clause (amended vide letter
dated 11.01.2024)

Clause-2 (Section-I):

The Agreement shall be valid for a period of Ten years from the effective date, excluding 24 months (rollout period), unless revoked earlier for reasons as specified elsewhere in the document. Date of effect of this Agreement shall be the date of signing of the Agreement.

Clause 2.2 (ii) (i) (Section-II)

Continued Operation and Maintenance of the. Tower and infrastructure created and provision of 4G mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a

Amended Clause

Clause-2 (Section-I):

The Agreement shall be valid for a period of Ten years from the effective date, excluding 30 months (rollout period), unless revoked earlier for reasons as specified elsewhere in the document. Date of effect of this Agreement shall be the date of signing of the Agreement.

Clause 2.2 (ii) (i) (Section-II)

Continued Operation and Maintenance of the. Tower and infrastructure created and provision of 4G mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a

period of 24 months from the date of effect of the agreement with USOF (rollout period) + Ten years.

Clause-4.5 (Section-IV):

The Agreement shall be valid for a period of Ten years from the effective date, excluding 24 months (rollout period), 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. The USP shall be responsible for operation and maintenance of the created infrastructure and provision specified services for a period of 24 months from the date of effect of the agreement with USOF (rollout period) + Ten years, 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 in the approved format as per Annexure- 10 for at least 30% of sites in the bidding unit in three months from the date of signing of the agreement, at least another 30% of sites in six months from the date of signing of the agreement and the remaining sites in nine months from the date of signing of the agreement to finalize location for each site. The USP shall commission and provide

period of 30 months from the date of effect of the agreement with USOF (rollout period) + Ten years.

Clause-4.5 (Section-IV):

The Agreement shall be valid for a period of Ten years from the effective date, excluding 30 months (rollout period), 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. The USP shall be responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of 30 months from the date of effect of the agreement with USOF (rollout period) + Ten years, 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 in the approved format as per Annexure- 10 for at least 30% of sites in the bidding unit in three months from the date of signing of the agreement, at least another 30% of sites in six months from the date of signing of the agreement and the remaining sites in nine 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

4G based mobile services from all the sites in a Bidding Unit within a period of 24 months from the date of signing of the Agreement.

from all the sites in a Bidding Unit within a period of 30 months from the date of signing of the Agreement.

- 2. Roll out period of the project is extended for 6 more months i.e. upto 19.11.2024, subject to the condition that an amount equivalent to Liquidated Damages (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 issued with the approval of Administrator, USOF

Director (Mobile-I), USOF Tel No. 011-23310110

Copy to:

- 1. **DG(T), DoT**
- 2. **JA(F), USOF,**
- 3. Concerned LSAs/CCAs