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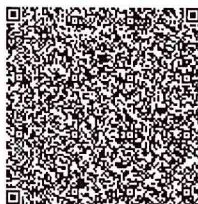
Government of National Capital Territory of Delhi

₹100

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 Account Reference : IMPACC (IV)/ d1942203/ DELHI/ DL-DLH
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 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
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 First Party : Universal Service Obligation Fund
 Second Party : Bharat Sanchar Nigam Limited
 Stamp Duty Paid By : Bharat Sanchar Nigam Limited
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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Reena Malhotra
 06.02.23
REENA MALHOTRA
 GM (NWP-Spl. Project)
 BSNL Co., New Delhi

Urvashee Sangwan
 06/02/23
 (उर्वशी सांगवान)
(URVASHI SANGWAN)
 निदेशक यू.एस.ओ.एफ.
 Director USOF
 दूरसंचार विभाग, भारत सरकार
 Deptt. of Telecom, Govt. of India
 नई दिल्ली/New Delhi

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

UNIVERSAL SERVICE OBLIGATION FUND

AGREEMENT
FOR

Universal Service Obligation Fund (USOF) supported scheme to provide
Saturation 4G mobile coverage of Uncovered Villages
With

Bharat Sanchar Nigam Limited

No. 30-231/2023/DOT/USOF Dated 06/02/2023

(उर्वशी सांगवान)
(URVASHI SANGWAN)
निदेशक यू.एस.ओ.एफ.
Director USOF
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REENA MALHOTRA
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TOTAL PAGES - 37 (Agreement +
822 APPENDIX - I)



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- Section I : Agreement**
- Section II : General Conditions**
- Section III : Technical Conditions**
- Section IV : Operating Conditions**
- Section V : Commercial Conditions**
- Section VI : Financial Conditions**
- Section VII : Definitions**



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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 Ms. Urvashi Sangwan, Director (Mobile) 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 Part

AND

M/s. Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956/ 2013, having its registered office at Bharat Sanchar Bhawan, H.C. Mathur Lane, New Delhi – 110 001, acting through, Ms. Reena Malhotra, Bharat Sanchar Nigam Limited, the Authorised Signatory (hereinafter called the Universal Service Provider or "USP" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees) of the Second Part.

WHEREAS the Government of India has approved a Project/Scheme for Provision of Saturation 4G mobile coverage of Uncovered Villages across the country.

AND WHEREAS the USP has agreed to provide 4G mobile services in the identified uncovered villages and the Administrator has, subject to the USP performing all his obligations, 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:

1.1 The USP hereby agrees and undertakes to provide 4G mobile services in uncovered villages across the country by installing new 4G mobile towers or by upgrading existing BSNL having only 2G/3G services where no other TSP is providing 4G services and manage the same during the entire period of this Agreement and the Administrator, in consideration of the USP having agreed to set up and manage the aforesaid mobile service sites, hereby agree to grant subsidy to the USP, in accordance with this Agreement.

1.2 This Agreement will remain valid for **Six years & 135 days (500 days rollout and 5 years O&M)** from the date of Union cabinet approval i.e. 27.7.2022 unless revoked earlier for any reason whatsoever.

1.3 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.

REENA MALHOTRA
GM (NWP-Spl. Project)
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Urvashi
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Director USOF
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Dept. of Telecom, Govt. of India
New Delhi

1.4 Effective date of this Agreement shall be the date of signing of the agreement.

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

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

All the Sections and Annexures together form the Agreement.

1.6 **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.

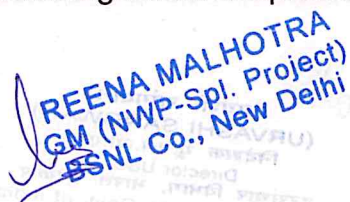
1.7 **No Employment** – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the USP or any person employed by or under him for this Agreement.

1.8 **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.


1.9 **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.

1.10 **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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 06/02/23 (date).


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06.02.23 BSNL Co., New Delhi

(REENA MALHOTRA)
GM (NWP-SP), BSNL
Bharat Sanchar Bhawan,
Harish Chandra Mathur Lane,
Janpath,
New Delhi – 110001

Signed for and on behalf of President
of India


06/02/2023

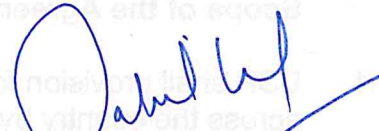
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Witness



(RAHUL YADAV)
DGM (NWP-SP), BSNL
Bharat Sanchar Bhawan,
Harish Chandra Mathur Lane,
Janpath,
New Delhi – 110001



(SAHIL GARG)
Deputy. Administrator (F),
Universal Service Obligation Fund,
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SECTION - II

GENERAL CONDITIONS

2.1 General

2.1.1 The Agreement shall be subject to the terms and conditions (including transfer, assignments or franchising) of UASL (Unified Access Service License)/ Migration or award of new license in lieu of UASL.

2.1.2 The USP shall be bound by the terms and conditions of the Agreement or any other instructions issued from time-to-time by the Administrator. The USP shall always be liable to perform the obligations under this Agreement for Provision of Mobile Services for which the Agreement has been entered into during the validity period of the Agreement.

2.2 Scope of the Agreement

2.2.1 USP shall provision for 4G mobile services for coverage of uncovered villages across the country by installing new 4G mobile towers. USP shall also provide 4G mobile services at villages having only 2G/3G services from existing BSNL/other TSP towers by upgrading the BSNL towers or installation of new tower at other TSP locations. The selection of sites shall be as per the technical coverage criterion finalized by USOF. Further BSNL will also survey the villages as asked by USOF and identify additional villages to be planned for provision of 4G mobile services meeting coverage criterion finalized by USOF from time to time.


2.2.2 USOF shall provide financial support as per the Financial Conditions of the Agreement (**Section - VI**).

2.3 Deliverables

2.3.1 Carry out Survey to identify uncovered villages as per USOF guidelines and the exact location of the sites for installation of Tower/ eNodeB.

2.3.2 Acquisition of sites in the villages.

2.3.3 This scheme is for provision of 4G mobile services by covering 24,680 uncovered villages (16,464 mobile towers) in the country with additional provision of 20% village (4,936 villages/ 3258 mobile towers). Accordingly, total villages for coverage under this scheme are 29,616 (24680+4936) with 19,722 mobile towers (16,464+3,258). Additional 6,279 villages with only 2G/3G coverage have also been added for 4G Provision in the scheme. The indicative locations for uncovered villages are given at **Appendix-I**. Addition/ deletion of villages will be based on survey conducted as per criteria defined by USOF.


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- 2.3.6 In case of 5,461 villages already having 2G/3G coverage by BSNL, BSNL will use same towers to provide 4G. For setting up of 4G towers in 818 villages that have 2G/3G towers from other TSPs, new towers will be installed by BSNL after exploring the possibility of towers sharing.
- 2.3.7 The broad parameters in the proposal are as follows:
- Total uncovered villages -24,680 (16,464 mobile towers).
 - Additional Provision of 4,936 (20% extra) villages (3,258 mobile towers).
 - Upgradation of the existing 5461 towers of BSNL and additional 818 sites from other TSPs having only 2G/3G coverage to 4G.
 - Technology- 4G LTE (1+1+1).
 - VSAT backhaul for maximum 15% of sites for uncovered villages and 7.5 % of sites for 2G/3G upgradation, however maximum payment to BSNL shall be restricted to 10% month sites during the total agreement period. This comes to maximum of 19,776 months sites.
 - Battery of 800 AH shall be installed
- 2.3.8 The Provision of Public Procurement (Preference to Make in India) {PPP MII} order dated 2017 (as amended from time to time) will be applicable.
- 2.3.9 Fundamental principles of public buying guidelines as mentioned in Rule 144 (xi) of the General Financial Rules (GFRs) 2017, notified by Department of Expenditure, Ministry of Finance vide O.M.No.6/18/2019-PPD dated 23rd July 2020 shall be applicable to this agreement along with relevant references and amendments.
- 2.3.10 BSNL has to ensure compliance to all codal formalities including GFR etc. being procuring agency.
- 2.3.11 BSNL will ensure design of towers to maximise use of renewal energy sources of energy through innovations. BSNL will also utilize BISAG Gati Shakti Geo-Spatial tools while finalizing the tower locations.
- 2.3.12 BSNL shall explore use of BharatNet fibres for providing backhaul to mobile towers as far as possible.
- 2.3.13 The timeline / rollout for the implementation for the project will be 500 days.
- 2.3.14 The ownership of assets created under this project will be with BSNL.
- 2.3.15 Provision of mobile services in uncovered villages while prioritizing the access to services first so as to cover maximum villages in a short time.


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2.3.16 Installation and commissioning of mobile towers and associated infrastructure for provisioning of 4G mobile services in the identified uncovered villages within 500 days from the Union Cabinet approval date

2.3.17 Commissioning of services and providing mobile services consistent with the terms and conditions of the License agreement signed with DoT.

2.3.18 Operation and maintenance of the mast/tower and infrastructure created and provision of 4G mobile services compliant with the terms and conditions of the License Agreement signed with the DoT for a period of five years from the date of commissioning.

2.3.19 Mobile services shall be available to the general public.

2.4 Ownership of Assets

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

2.5 Implementation Methodology

2.5.1 In the case of new sites, complete 4G network along with power infrastructure and new tower will be constructed. However, in the case of existing site the existing tower will be utilized.

2.5.2 As per the agreement signed, BSNL will commence work on the sites as identified in appendix-I and will ensure rollout as per clause 4.4

2.6 Duration of the agreement:


This Agreement will remain valid for **Six years & 135 days (500 days rollout period & 5 years O&M) from the Effective Union Cabinet approval date i.e. 27.7.2022** unless revoked earlier for any reason whatsoever.

2.7 EXTENSION OF AGREEMENT

The Administrator may extend, if deemed expedient, the validity of Agreement for such period and on such terms as may be mutually agreed. The decision of the Administrator shall be final in this regard.

2.8 MODIFICATIONS IN TERMS AND CONDITIONS OF AGREEMENT

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement signed with the USP as may be mutually agreed, if in the opinion of the Administrator it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the service. The decision of the Administrator shall be final in this regard.


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2.9 REQUIREMENT TO FURNISH INFORMATION

The USP shall furnish to the Administrator, on demand, such documents, accounts, estimates, returns, reports or any other information as may be called for by the Administrator pertaining to provisioning of mobile services under this Agreement.

2.10 TERMINATION OF AGREEMENT

2.10.1 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:

- a) Failure to perform any obligation(s) under the Agreement;
- b) Failing to rectify, within the time prescribed, any defect as may be pointed out by the Administrator.

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

2.10.3 If the UASL license of the USP license is terminated, then the Agreement for Provisioning of Mobile Services shall also stand terminated forth-with for the area falling under the Service Area of that License.

2.10.4 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 endeavor to remove the hindrance of every type.

2.10.5 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.

2.11 ACTIONS PURSUANT TO TERMINATION OF AGREEMENT

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

2.11.2 If it is found that the USP had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately on demand by the USP to the Administrator. Any amount due from the USP under this agreement, without prejudice to any other mode of recovery, may be recovered as arrears of land revenue.


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2.12 DISPUTE SETTLEMENT

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

2.13 FORCE- MAJEURE

2.13.1 If at any time, during the continuance of this Agreement, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the USP), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT); provided notice of happenings of any such EVENT is given by the affected party to the other, within 30 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either party have any claims for damages against the other, in respect of such non-performance or delay in performance; provided further that mobile services under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

2.13.2 The decision of the Administrator as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final, binding and conclusive.


2.14 SET OFF CLAUSE

2.14.1 In the event any sum of money or claim becomes recoverable from or payable by the USP to the Administrator either against the Agreement or otherwise in any manner, such money or claim can (without restricting any right of set off for counter claim given or implied by law) be deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the USP under this Agreement or any other Agreement or contract between the Administrator/ Department of Telecommunications, Govt. of India and the USP.

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

2.15 OTHER OBLIGATIONS

2.15.1 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 the provisions of


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

2.15.2 The Provisions of the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 as amended or replaced, the Rules made and orders passed under these statutes, so far as applicable, shall be binding on the USP.

2.15.3 The USP represents and warrants to the Administrator that

- a) It is duly organized and validly incorporated under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement.
- b) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- c) It has the financial standing and capacity to undertake and perform the obligations in accordance with this Agreement.
- d) This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations under it in accordance with the terms hereof.
- e) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by, any of the terms of its Memorandum and Articles of Association or any Applicable law or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.


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SECTION - III

TECHNICAL CONDITIONS

3.1 The USP shall work within the framework of the Technical conditions of the UASL License Agreement.

3.2 TECHNICAL SOLUTION:

USP will float tender for procurement of 4G equipment and associated infrastructure for sites in uncovered villages and Operation & Maintenance of 4G mobile network at sites for five years under provision of 4G Mobile Service project.

3.2.1 USP shall be solely responsible to set up, operate and maintain the 4G based mobile services in uncovered villages/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.


3.2.2 USP may deploy the equipment as per TEC GR as applicable. The minimum requirement of Mobile Towers and eNode-B configurations are given in Table below:

S. no.	Particular	Technical requirement
1	Tower Height	40 Meter GBT (in exceptional cases, 20 M GBT)
2	Radiating power	40w
3	eNode-B configuration	2x2 or 4x4 FDD RAN
4	Antenna Type	Sectoral Antenna
5	Minimum Radial coverage	4km (Subject to Line Of Sight clearance)
6	Minimum backhaul bandwidth	VSAT of 8 Mbps and OFC/MW of 15 Mbps
7	Services	Voice, SMS and Data

3.2.3 Tower shall conform to Generic requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 40 M height.

(OR)

Alternatively, tower design shall be as per design approved from an organization like structural Engineering Research Centre (SERC)/TEC/IITs for


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structural fitness, safety, load bearing capacity, ability to with stand minimum wind speed of 180 Km/Hr., after applying varoius topological factors including allowable soil bearing capacity. Necessary certification from an agency like Structural Engineering Reserch Centre (SERC)/TEC/IITs shall be submitted by USP at the time of testing of Proof of Concept.

3.2.4 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. The signboard will be as per the design provided by USOF.

3.2.5 POWER REQUIREMENT

Grid Power connectivity is to be provided for all techno/ commercial feasible sites.

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

Type of energy source	Capacity
Battery	2x400 or 1x800 AH (Li-ion Type)
Standby power source	DG (5KVA) or Solar of adequate capacity

3.2.7 USP shall ensure that at any point of time the tower shall have atleast two sources of power.

3.2.8 During the agreement period, cost of replacement of equipment/ spectrum, etc if any, will have to be borne by the USP and no additional funds for the same shall be provided by USOF.

3.2.9 Complete power plant/ RET and battery drawings and information regarding inter-connecting arrangements and layout shall be made available on site. Maintenance spares including spares for control panel and spare fuses should also be provided at the site.

3.3 FIRE ALARM AND FIRE EXTINGUISHERS SYSTEMS:

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

3.4 QUALITY OF SERVICE PARAMETERS

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

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- 3.4.2 The USP shall ensure provision of reliable services to the customers as per the Quality of Service prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.
- 3.4.3 The Administrator or TRAI may carry out performance tests either directly themselves or through Third Party Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. 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.
- 3.4.4 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.
- 3.4.5 Proper arrangement should be made by the USPs for reporting/ booking service-related complaints.

3.5 TESTING:

- 3.5.1 It shall be the responsibility of USP to ensure that installation, commissioning, operation and maintenance of all infrastructure created under the Project are carried out as per Tender Requirements specified by BSNL.
- 3.5.2 It shall be the responsibility of USP to ensure that Quality Assurance Testing, Acceptance Testing and validation are conducted as per Tender Requirements specified by BSNL.
- 3.5.3 It shall be the responsibility of USP to ensure compliance to QoS requirements.
- 3.5.4 USP shall submit details as per **Annexures III & IV**.

3.6 PENALTY:

- 3.6.1 Penalty on BSNL shall be imposed in case of interruption of service.
- No penalty shall be levied if BTS uptime is above 98%.
 - If BTS uptime is below 98%, the percentage by which network uptime is below 98% shall be deducted from Quarterly subsidy payment.
 - If BTS uptime is below 60%, no payment shall be made for that month for that BTS site.
 - The cap on total penalty will be 100% of payment payable for site.
 - The basis of calculation of penalty would be the applicable monthly OPEX for that particular BTS.


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SECTION -IV
OPERATING CONDITIONS

4.1 CUSTOMER SERVICE

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

4.2 RIGHT TO INSPECT, TEST AND MONITOR

4.2.1 The Administrator or his authorized representative shall have the right to inspect the equipment installed by the USPs at the Mobile Services Sites so created for providing the mobile services in particular but not limited to, access to backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests. The USP will provide the necessary facilities at own cost for monitoring of the system, as required by the Administrator or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

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

4.3 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.

4.4 ROLL OUT

4.4.1 BSNL shall set up infrastructure and commission the 4G mobile network and services in the identified areas, within 500 days from the date of Union Cabinet Approval.

4.4.2 The USP shall provide a monthly statement in the format prescribed at **Annexure-I (Part A)** giving details of the mobile service sites commissioned during the month to USOF-HQ.

4.4.3 USP based on field survey shall determine the optimum location for each site to ensure coverage of maximum population in the area.

4.4.4 The location of towers shall be decided by BSNL so as to ensure that there is no duplication and towers are not installed where 4G mobile connectivity

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already exists. A village would be considered as 4G covered as per USOF letter no DDG (SP)/USOF/DoT/Uncovered Villages-Part I dated 17.09.2022 (Annexure VI).

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

4.4.6 The USP shall provide a monthly statement in the format prescribed at **Annexure-I (Part B)** giving details of the sites commissioned and traffic generated from each site during the month from the sites commissioned respectively to USOF HQ.

4.5 PHYSICAL VERIFICATION

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

The Verification shall include following:

- Physical verification of all Sites.
- Coverage test as per TSTP.
- Existing coverage eligibility check as per USOF guidelines for the 5% of the installed sites. The coverage eligibility check for sample sites may be done within 4 months from the date from which USP provides details of monthly tower site land allocation to USOF.

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

4.6 CONFIDENTIALITY OF INFORMATION

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

4.7 PROHIBITION OF CERTAIN ACTIVITIES BY THE UNIVERSAL SERVICE PROVIDER

The terms and conditions as to prohibition of certain activities of the UASL agreement, as the case may be, shall be binding *mutatis mutandis*.

4.8 SECURITY CONDITIONS

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



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4.9 LIQUIDATED DAMAGES (LD)

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



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SECTION - V

COMMERCIAL CONDITIONS

5.1 The USP shall provide the mobile services by performing the following activities:

- (i) Procure, install, test, commission, operate and maintain the eNodeB equipment, core, antenna, power infrastructure, associated backhaul connectivity to their respective core networks, other necessary equipments in accordance with the prescribed specifications in **Section-III: Technical Conditions**. Associated civil and electrical works required to install the said equipment shall also be carried out by USP.
- (ii) The USP shall be solely responsible for installation, operation and maintenance of necessary equipment and systems, Provision of services to the customers, treatment of subscriber complaints, collection of call-charges and issue of receipts thereof and attending to claims and damages arising out of his operations.

5.2 Inspection, Testing and Monitoring

5.2.1 The Administrator or Third Party Agency (TPA) authorized by Administrator shall have the right to inspect and test the equipment installed for Provision of mobile services as per Clause 4.5.

5.2.2 Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USP shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator

5.2.3 Any equipment or any part thereof is found defective or fails to fulfill the requirements of the Agreement, the USOF based on report of TPA shall give notice to the USP setting forth details of such defects or failure and the USP shall at their own cost make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period not exceeding one month of the initial report. These replacements shall be made by the USP free of all charges at site.

5.2.4 Nothing in Clause 5.2 shall in any way release the USP from any warranty or other obligations under this contract.

5.3 CHANGES IN AGREEMENT

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



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




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SECTION –VI

FINANCIAL CONDITIONS

6.1 Subsidy from USOF

- 6.1.1** This scheme is for provision of 4G mobile coverage by covering 24,680 uncovered villages (16,464 mobile towers) in the country with additional Provision of 20% village (4,936) (3,258 mobile towers). Accordingly, total village for coverage under this scheme are 29,616 (24680+4936) with 19,722 mobile towers (16,464+3,258).
- 6.1.2** Additional 6,279 (5461+818) villages with only 2G/3G coverage have also been added for 4G provision in the scheme.
- 6.1.3** The project will be funded by USOF on cost plus basis with 10% administrative charges (Centage). GST on centage/administrative charges shall be paid as per invoice/advance receipt voucher raised by BSNL.
- 6.1.4** BSNL will not claim items for which funding has already been provided by DoT/USOF in other packages to avoid duplicacy.
- 6.1.5** Liquidated Damages (LD) will be in accordance with the Provisions contained in clause 4.9. The LD realized by BSNL from vendor will be passed on to USOF or adjusted in the final capex claim.
- 6.1.6** The revenue earned from these services will be retained by BSNL.
- 6.1.7** The ownership of the assets created under the project is to be vested in Bharat Sanchar Nigam Limited (BSNL).
- 6.1.8** Since the payment is in the form of VGF/subsidy, GST will not be applicable. BSNL may accrue ITC and set off against its output services. However in case of incidence of any indirect tax or statutory liabilities due to change in law, the same shall be reimbursed by USOF.
- 6.1.9** Release of payments towards CAPEX would be as per Clause 6.2. However, due to the pan-India, remoteness etc aspects of the project, BSNL shall be paid full centage on 80% of the CAPEX amount along with mobilisation advance. Advance centage payment would be based on advance receipt voucher raised by BSNL which shall be adjusted in the final bill.


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6.1.10 To facilitate monitoring of physical progress with respect to release and utilization of funds, the physical progress of the work is to be submitted by BSNL in the prescribed format as per **Annexure I**.

6.1.11 Since the subsidy disbursement under this project by USOF to BSNL is based on cost discovered by BSNL through tender and BSNL is liable to disburse on the said basis. To facilitate monitoring of financial cash flow with respect to further disbursement to third party, BSNL shall submit monthly subsidy disbursement report to USOF.

6.2 SCHEDULE OF RELEASE OF FUNDS UNDER CAPEX & OPEX

6.2.1 The schedule of release of funds under CAPEX/OPEX would be consistent with the approved cost [(CAPEX plus OPEX) for 5 years]. The schedule for release of funds would be as per BSNL contractual obligations with its vendors so as to ensure timely completion of the project and efficient operation of the scheme. The prescribed format for requisition of fund under CAPEX/OPEX is as per **Annexure- II, II a, II b, III (For CAPEX only) & IV (For OPEX only)**.

6.2.2 The project costing details are as given in **Annexure V** which shall be paid after signing of the Agreement as per the terms and conditions of the contract of BSNL with its vendor:


6.2.3 The payment to BSNL shall be contingent on the availability of tendered discovered cost for the said component.

6.3 The mobilization advance for tendered items shall be released by USOF HQ as per tender conditions. For non-tendered items (Miscellaneous items), mobilization advance shall be 25% of the miscellaneous component cost.

6.3.1 For tendered items, adjustment of mobilization advance and subsequent payment shall be released circle wise by CCAs as per the tender conditions of BSNL. For non-tendered items, adjustment of mobilization advance and subsequent payments shall be on the basis of terms finalized by BSNL.

6.3.2 Details of CAPEX and OPEX are as per para 6.2.2 (Annexure V) of this agreement.

- (i) Herein Tower cost and IaaS CAPEX cost is approximate average cost and shall be paid as per actual based on cluster wise tender derived cost of BSNL. The claim shall be raised circle wise for reconciliation and adjustment of advances.


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- (ii) CAPEX and O&M of Electronics (4G eNodeB), Microwave transmission equipment and End Link Transmission media VSAT are indicative costs and will be paid as per actual based on Tender derived costs of BSNL which will be communicated in due course by BSNL. The claim shall be raised circle wise for reconciliation and adjustment of advances.
- (iii) Media Upgradation Charges including O&M are based on estimated Fiber requirements and will be paid as per actual based on actual length of Fiber laid and payment done subject to average of 2km per site.
- (iv) Cost of monthly rent is approximated at the rate of Rs 4000 for 2500 sites. Quantity of sites and actual rent may change and accordingly rent shall be paid as per actual.
- (v) For items pertaining to Miscellaneous component like survey cost, cost of electricity supply, cost of rented site etc., since the same cannot be tendered out, the same shall be paid to BSNL on reimbursement basis as per claim raised by BSNL.
- (vi) VSAT count is anticipated and Bandwidth/carriage charges will be paid based on actual number of sites based on agreed rates

6.3.3 VSAT backhaul for maximum 15% of sites for uncovered villages is envisaged. However maximum payment to BSNL shall be restricted to 10% month sites during the total agreement period. The month sites as per the calculation are maximum of 19,776 months.

6.3.4 The payments of OPEX shall be released along with centage.

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

6.3.6 Payment for OPEX shall be released component wise and circle wise as per the contractual obligation of BSNL with its vendor through respective Controller of Communication Accounts (CCAs).

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

6.3.8 OPEX for the site will be payable from the date of commissioning upto a maximum of 5 years.


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

6.3.10 VSAT Bandwidth

- a) Annual VSAT Bandwidth charges for the applicable sites will be paid to BSNL in advance every year.
- b) The Advance VSAT bandwidth charge shall be adjusted before next financial year payment.
- c) BSNL will try to change media of VSAT sites to MW/OFC whenever feasible.

6.2.15 No interest shall be payable for any shortfall/late payment made to BSNL by the Administrator USOF. However, any interest accrued to BSNL on the unutilised funds residing in BSNL account under the project will be adjusted in project cost at the time of financial closure of project.

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

6.2.17 Administrator, USOF reserves the right to prescribe procedures, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and verification. Depending on the stage of completion of the project and requirements, the same may be prescribed which has to be furnished by BSNL.

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

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

6.3 RELEASE OF FUND:

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


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

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

6.5 MAINTENANCE AND SUPPLY OF RECORDS:

6.5.1 The Administrator shall have the right to call for and BSNL shall be obliged to maintain, supply and provide for examination the relevant NOC (Network Operation Centre) data, books of accounts, measurement books, log books and any record(s) relating to the project/scheme.

6.5.2 BSNL shall invariably preserve all accounting records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited and approved accounts of the company. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give cause for cancellation of the Agreement.

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

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SECTION – VII

DEFINITIONS

7.1 INTERPRETATION OF TERMS/ DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

7.1.1 **ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.

7.1.2 **AGREEMENT** shall mean the Agreement signed by the USP with the Administrator USOF for setting up and managing the infrastructure sites and for provision of 4G based mobile services in identified uncovered villages in across India.

7.1.3 **THIRD PARTY AGENCY** refers to the agency authorized by the Administrator to carry out testing & inspection of the records, systems, claims and installations in order to ensure compliance with terms and conditions of the Agreement.

7.1.4 **CAPITAL EXPENDITURE** means all items of expenditure incurred for survey, design, implementation and commissioning of mobile towers along with associated equipments for the Provision of deliverables under the agreement.

7.1.5 **DISTRICT** means the revenue district as per Census 2001/ 2011.

7.1.6 **EFFECTIVE DATE** is the date on which this Agreement comes into effect.

7.1.7 **LICENCE** means a License granted or having effect as if granted under the **Section-4 of the Indian Telegraph Act, 1885** and the **Indian Wireless Act, 1933**.

7.1.8 **LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Unified Access Service and/or Unified License), within the geographical boundaries of the specified Service Area.

7.1.9 **OPERATING EXPENDITURE** means the Annual Operating Expenses incurred on continued provision of mobile service with applicable Quality of Service norms from the mobile sites under this agreement.

7.1.10 **PROJECT** means survey, design, installation and commissioning & continued Provision of mobile service with applicable Quality of Service norm, from the mobile sites under this agreement.

7.1.11 **QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade


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of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof, as may be laid down by the Regulatory Authority.

7.1.12 **SCHEME** means Provision of mobile service with applicable Quality of Service norm, from the mobile sites under this agreement.

7.1.13 **SERVICE AREA** means the territorial jurisdiction as specified under the UASL Service License except the areas that may be notified to be excluded from time to time.

7.1.14 **SUBSIDY** from Universal Service Obligation Fund (USOF) means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.

7.1.15 **TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.

7.1.16 **UNIVERSAL SERVICE PROVIDER (USP)** means such entities like UASL Licensees, which have entered into an Agreement with the Administrator for Provision of specified Universal Service.

7.1.17 **USO** means Universal Service Obligation as enunciated in the **Indian Telegraph (Amendment) Act, 2003**, the **Indian Telegraph (Amendment) Ordinance, 2006** and the Rules framed there under.

7.1.18 **USO FUND** means the fund established under the **Indian Telegraph (Amendment) Act, 2003**.

ANNEXURE-I

Monthly statement

NAME OF THE UNIVERSAL SERVICE PROVIDER:

NAME OF THE IMPLEMENTATION UNIT:

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. commencement of 4G base mobile services)	No. Of Mobile Connections provided	Total traffic generated during the month
			Tower ID	Lat	Long				

(Handwritten Signature)
REENA MALHOTRA
 GM (NWP-Spl. Project)
 BSNL Co., New Delhi

(Handwritten Signature)
(उर्वशी सांगवान)
URVASHI SANGWAN)
 निदेशक यू.एस.ओ.एफ.
 Director USOF
 दूरसंचार विभाग, भारत सरकार
 Deptt. of Telecom, Govt. of India
 New Delhi

SIGNATURE OF 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	Comulative Number of Mobile Services Sites commissioned

SIGNATURE OF THE AUTHORIZED SIGNATORY FOR AND ON BEHALF OF BSNL



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



(उर्वशी सांगवान)
(URVASHI SANGWAN)
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Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi

(उर्वशी सांगवान)
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नई दिल्ली/New Delhi

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

Annexure-II

Format for Requisition of Fund For CAPEX/ OPEX

Agreement No. -----

Dated -----

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

For and on behalf of BSNL

Signature of the authorized signatory of BSNL


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



(उर्वशी सांगवान)
(URVASHI SANGWAN)
निदेशक यू.एस.ओ.एफ-28
Director USOF
दूरसंचार विभाग, भारत सरकार
Dept. of Telecom, Govt. of India
New Delhi

Format for Annual Auditor’s Report on Statement(s) of Requisition & Utilization of Funds for the Project /Scheme under the agreement

To

The Board of Directors

.....
.....

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

We report that:

We have obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.

In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statements have been prepared in accordance with the conditions contained in the said Agreement and clarification thereon in this behalf and gives a true and fair view of the funds requisitioned and utilized for the period computed on the basis of the aforesaid conditions.

(NAME AND SIGNATURE WITH COMPANY’S SEAL)

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

**(उर्वशी सांगयान)
(URVASHI SANGWAN)
निदेशक यू.एस.ओ.एफ.
Director USOF
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi**

Annexure lib

**(उर्वशी सांगयान)
(URVASHI SANGWAN)
निदेशक यू.एस.ओ.एफ.
Director USOF
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi**


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

Format of Utilization Certificate

Agreement No.dated.....

S.No	Nature of claim	Sub Component	Sanction letter	Amount
1	Mobilization advance			
2	Electronics	E Node B		
3	Infra as a Service (IaaS)	40 M GBT		
		IaaS		
		Staggered CAPEX		
4	Backhaul Media	OFC/MW/SAT		
5	Miscellaneous (Survey Cost, Electricity charges, Site acquisition cost etc)			
6	Others			

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


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


(उर्वशी सांगवान)
(URVASHI SANGWAN)
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Director USOF
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
New Delhi

For and on behalf of BSNL

Signature of the authorized signatory of BSNL



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



(उर्वशी सांगवान)
(URVASHI SANGWAN)
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 Deptt. of Telecom, Govt. of India
 नई दिल्ली/New Delhi

A. BTS:	
(i) Name of the Location:	
(ii) Name of the District & State:	
(iii) Location of the Tower (Lat., Long):	
(iv) Height of the Tower (in metres):	
(v) Radiated Power:	
(i) Rated Capacity:	
(ii) Make:	
(i) Rated Capacity of each module:	
(ii) Number of Modules:	
(iii) Make:	
(i) Capacity:	
(ii) Make:	
(i) Type of backhaul (OFDM/microwave/VSAT):	
(i) Voltage Capacity:	
(i) Type of Coverage (Indoor / Outdoor):	
(ii) Coverage achieved:	

4. Acceptance Testing of all equipments and infrastructure has been completed by BSNL as per the extent provisions

5. That the details of the components mentioned above are available for further verification by the appropriate authorities and that the components have been provided and are functional services are being


ANNEXURE – III

PROFORMA FOR PHYSICAL/ TECHNICAL DETAILS

1. I, aged about years s/o, d/o Shri, resident of, do solemnly affirm and state as under:
2. That I amof Bharat Sanchar Nigam Limited (BSNL), and I am duly authorized by the resolutions dated Passed by Board of Directors of the Company to furnish a Certificate on behalf of BSNL.
3. That as per the Agreement signed with Administrator, USOF vide Agreement No. _____ dated _____ for Provisioning of mobile services in the uncovered areas, the following works have been completed successfully as per the specifications in the terms and conditions of the Agreement:

A. BTS:	(i) Name of the Location:
	(ii) Name of the District & State:
	(iii) Location of the Tower (Lat., Long) :
	(iv) Height of the Tower (in metres) :
	(v) Radiated Power :
B. Battery:	(i) Rated Capacity:
	(ii) Make:
C. SMPS Power Plant:	(i) Rated Capacity of each module:
	(ii) Number of Modules:
	(iii) Make:
D. Solar Power System:	(i) Capacity :
	(ii) Make:
E. Backhaul:	(i) Type of backhaul (OFC/Microwave/VSAT):
F. Electrical Power Supply :	(i) Wattage Capacity
G. Signal Coverage details:	(i) Type of Coverage (Indoor / Outdoor) :
	(ii) Coverage achieved :

4. Acceptance Testing of all equipments and infrastructure has been completed by BSNL as per its extant provisions.
5. That the details of the components mentioned above are available for further verification by the appropriate authorities and that the components have been provided and are functional/ services are being


REENA MALHOTRA
DM (NWP-Spl. Project)
BSNL Co., New Delhi


(उर्वशी सांगवान)
(URVASHI SANGWAN)
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Director USOF
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India

rendered from the date on which they have been shown as installed/ commissioned.

6. That the components at the infrastructure site shown as installed/ commissioned in the said quarter have been completed on the dates as shown above.
7. The date of commissioning of site for mobile services is _____.
8. The contents of the Proforma are true and correct based on the records of the company, no part of it is false and nothing has been concealed there from.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL



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



(उर्वशी सांगवान)
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REENA MALHOTRA
GM (NWP-Spl. Project)
BSNL Co., New Delhi

ANNEXURE – IV

**FORMAT FOR THE CERTIFICATION FOR
CONTINUATION OF THE SERVICES STATUS**

(To be submitted on a quarterly basis)

This is to certify that the BTSs installed at the locations given below are providing mobile services to the subscribers complying to QoS requirements during the period (From DD/MM/YY to DD/MM/YY). The following parameters are indicative of the same:

Sl. No.	Tower ID	Tower Location	Config. Of BTS	Radiated Power	Details of Interruption in Services		Total Down time
		State/Dist/Block/Village			From Date (HH-MM-SS)	To Date (HH-MM-SS)	
							(DD-HH-MM-SS)

Encl.

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 BSNL** citing causes for the down time e.g. Non-availability of Electrical Power (Primary and Secondary), Backhaul (Media Problem) etc.

For and on behalf of BSNL

Signature of the authorized signatory of BSNL



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



(उर्वशी सांगवान)
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Annexure-V

S.No	Head	Component	Sub Component	Quantity	Unit Rate (In Rs lakhs)	Total Cost (in Rs Cr)	
1a	CAPEX Items	Electronics	E Node B	26001	12.5	3250.13	
1b		Infra as a Service (IaaS)	40 M GBT IaaS	19722	24.9	4910.78	
			Staggered CAPEX	26001	16.5	4290.17	
1c		Backhaul Media	OFC/MW/VSAT	26001	5.8	1508.06	
1d		Miscellaneous (Survey Cost, Electricity charges, Site acquisition cost etc)		19722	3.8	749.44	
2	Total Capex					21858.86	
3a	OPEX Items	Infra as a Service Provider for 5 years		26001	11	2860.11	
3b		AMC for Active (E Node B)		26001	2.688	698.8	
3c		VSAT Bandwidth Charges		1648	17.44	1437.06	
3d		Carriage Charges from Hub to BTS		1648	5.75	473.80	
3e		Cost of Rent per Site		2500	0.04	60.00	
4	Total OPEX				87.54	5529.77	
5	Centage	10% on CAPEX and OPEX					2,738.86
6	GST	GST on Centage @ 18%					493.00
7	Toal Centage	Including GST				3231.86	
8	Total Project Cost					30,620.49	


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 BSNL Co., New Delhi


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 Director USOF
 दूरसंचार विभाग, भारत सरकार
 Deptt. of Telecom, Govt. of India
 नई दिल्ली / New Delhi

Disclaimer : Some of the costings indicated above are tentative and will be revised on the basis of tender discovered cost for which amendment to this agreement shall be made from time to time.

S.No	Head	Component	Quantity	Rate	Total
1a		Deptt. of Telecom, Govt. of India Director USOF फ़ायरम यू.एन.ए.एफ. (URVASHI SANGWAN) (उद्योग विभाग)	19722	27.5	542397.50
1b		Backhaul			
1c	CAPEX	Media			
1d		Miscellaneous			
1e		(Survey Cost)			
1f		Electricity			
1g		charges. Site			
1h		acquisition cost			
1i		etc)			
2	Total	CAPEX			21828.58
3a		Ints as a			
3b		Service			
3c		Provider for 5			
3d		years			
3e		AMC for Active			
3f		(E Node B)			
3g	OPEX	VSAT			
3h		Bandwidth			
3i		Charges			
3j		Charges from			
3k		Hub to BTS			
3l		Cost of Port			
3m		per Site			
4	Total	OPEX			8224.77
5	Charge	10% on CAPEX and OPEX			2738.88
6	GST	GST on Charges @ 18%			483.00
7	Total	including GST			3291.88
8	Total	Project			30,850.48

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

Urvasli

(उद्योग विभाग)
(URVASHI SANGWAN)
फ़ायरम यू.एन.ए.एफ.
Director USOF
फ़ायरम विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/नए देहली

REENA MALHOTRA
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BSNL Co., New Delhi

V. L. Kantha Rao, IAS
 Additional Secretary &
 Administrator, USOF
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भारत सरकार
 संचार मंत्रालय
 दूरसंचार विभाग
 सार्वभौमिक सेवा दायित्व निधि
 Government of India
 Ministry of Communications
 Department of Telecommunications
 Universal Service Obligation Fund

Letter No. DDG(SDP)/USOF/DoT/Uncovered Villages-Part I

Dated: 17.09.2022

To

Shri P. K. Purwar
 CMD, BSNL
 Bharat Sanchar Bhawan
 Janpath, New Delhi

Sub: Saturation 4G coverage of Uncovered Villages through USOF


Ref: BSNL letter no. BSNLCO-LWE/31/3/2022-LWE/59 dated 12.9.2022


Sir,

Please refer to your letter mentioned above regarding coverage criteria for a village as part of the scheme to ensure proper voice calls on VoLTE and data connectivity.

2. With reference to the criteria for considering an existing partially covered village as uncovered, it reiterated that 60 percent street level coverage by a single operator as per earlier directions from USOF is to be adhered to upto signal level of -110dBm. However, the criteria of -110 dBm for 90 % street level coverage for 4G signal level may be ensured as per BSNL practice for mobile network deployment for fresh sites.

3. The project for 4G saturation is of top priority and all surveys should be carried out as per this criteria to complete the project as per timelines of 500 days from the date of approval of cabinet.


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


 Dept. of Telecom, Govt. of India
 Director, USOF
 (URVASHI SANGWAN)
 संचार मंत्रालय, भारत सरकार
 (वर्दीशी सांगवान)

Yours faithfully,


 (V. L. Kantha Rao)
 Administrator USOF

