

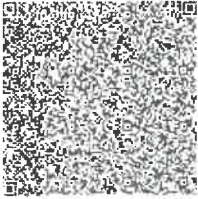
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL32030695397086W
Certificate Issued Date	: 24-Jan-2024 10:52 AM
Account Reference	: IMPACC (IV)/ dl942203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94220326597545743575W
Purchased by	: Bharat Sanchar Nigam Limited
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
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)



Please sign or type below this line

Agreement
for
Support from USO Fund
for
BharatNet related works/activities
executed by
Bharat Sanchar Nigam Limited (BSNL)
under
Universal Service Obligation Fund
No. 30-708/USOF/BharatNet/ABP-1

TOTAL PAGES –54

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE ADMINISTRATOR (USOF)
20, ASHOKA ROAD, NEW DELHI-110001, INDIA



SECTION-I AGREEMENT

**No. 30-708/USOF/BharatNet/ABP-1
Government of India
Department of Telecommunications
Office of the Administrator USO Fund
20, Ashoka Road, Sanchar Bhawan, New Delhi – 110001**

AGREEMENT

This AGREEMENT (hereafter referred as "Agreement") is made and entered into on the 24th day of January, 2024

between

The President of India, acting through the Administrator, Universal Service Obligation Fund (USOF) who for the purpose of this Agreement is being represented by Sh. Sheel P. Gautam, Deputy Administrator (T-III), Universal Service Obligation Fund, 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;);

and

Bharat Sanchar Nigam Limited (BSNL), a Company registered under the Companies Act 1956 and fully owned by Government of India, having its registered office at Bharat Sanchar Bhawan, H.C. Mathur Lane, New Delhi- 110001, acting through Sh. Mukesh Mandal, GM (BharatNet), BSNL Corporate Office, Bharat Sanchar Nigam Limited, the authorized signatory, (hereinafter referred to as "BSNL", which expression, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees;).

WHEREAS, USOF created by Indian Telegraph (Amendment) Act, 2003 in Dec 2003, is engaged in implementation of guidelines laid down by Government for providing Universal Services Support, suggesting changes in policies to enable increased access to all types of telecommunications services and creation of infrastructure like OFC in rural and remote areas throughout the nation, and formulating USOF projects/schemes under the various streams provided in the Indian Telegraph Rules, 1951, in consultation with telecom service providers and various stakeholders etc.

WHEREAS, BSNL provides telecom services across the length and breadth of the country. BSNL is providing all types of telecom services namely telephone services on landline, mobile, broadband, internet, leased circuits and long-distance telecom

services. Rural telephony is one of the focus areas of BSNL along with special emphasis on development of telecommunication facilities in North-Eastern region, tribal areas as well as in the LWE-affected areas.

WHEREAS, the Union Cabinet approved (27.07.2022) merger of BBNL in BSNL as a part of Cabinet Note dated 25.07.2022 captioned "Revival of BSNL and merger of BSNL and BBNL" in order to create synergy in terms of cost reduction and revenue enhancement. The Cabinet Note mentioned that the roles/responsibilities being discharged by BBNL will be carried out by BSNL with the following guiding principles:

- i) BharatNet to be funded by USOF and infrastructure to be a national asset owned by USOF, accessible on a non-discriminatory basis to all Service Providers. Any discriminatory use of BharatNet shall attract penalties.
- ii) BSNL to be responsible for targets by Government for FTTX services in all GPs and villages.
- iii) Agreement to be signed between USOF and BSNL on constructions, O&M, utilization of the BharatNet network, payment terms and conditions etc.
- iv) Payment for O&M works to be based on outcome-linked measurable Service Level Agreements (SLAs) including penalties for non-performance. Payments for any new constructions of the network to be based on the achievement of the milestones.
- v) Minister of Communications to be delegated the powers to take decisions on all issues arising out of the merger of BBNL with BSNL.

WHEREAS, Union Cabinet approved 'Amended BharatNet program' on 04.08.2023 to expand the scope with a focus on utilization of services and engage professional agencies for Operations and Maintenance (O&M) of the network.

Objective of the agreement

This objective of the agreement is to hand over all the BharatNet works, activities and responsibilities including all related and incidental matters looked after by BBNL to BSNL in order to utilize the BharatNet infrastructure in an effective and efficient manner by exploiting the synergies between BSNL network and the BharatNet network to make it a win-win for both the Govt and the PSU, to complete the on-going works of BharatNet Phase-I and Phase-II smoothly in time-bound manner and to undertake amended BharatNet program scheme works by BSNL.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the mutual covenants set out in this Agreement, the parties hereby agree as follows:

1.1. This Agreement is divided into seven sections as follows:

- i) Section-I: Agreement
- ii) Section-II: General Conditions
- iii) Section-III: Operating Conditions
- iv) Section-IV: Technical Conditions

- v) Section-V: Financial Conditions
- vi) Section-VI: Commercial Conditions
- vii) Section-VII: Definitions

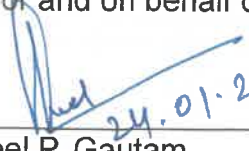
All the Sections and Annexures together form the Agreement.

- 1.2. **No Partnership** – Nothing in this Agreement shall be construed to constitute a partnership between the Parties. BSNL shall not make any assurance, promise or covenant nor shall hold itself 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.
- 1.3. **No Employment** – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to BSNL or any person employed by or under it for this Agreement.
- 1.4. **Indemnity** – BSNL 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 BSNL or any of his officer, employee, agent or professional etc. while performing or purporting to perform this Agreement. However, to the extent any liability on account of: (a) Completed and ongoing projects under any arrangement with USOF for which assets are being transferred to USOF; or (b) Agreements/contracts/assets transferred to BSNL under the scheme of amalgamation, will be on account of USOF and USOF will discharge/reimburse to BSNL any liability in this regard. Any liability arising out of acts/commissions of BSNL shall be to the account of BSNL.
- 1.5. **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.
- 1.6. **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.

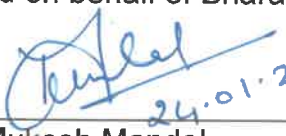
IN WITNESS WHEREOF, the parties hereto set their hand on the Agreement through their duly authorized representatives, at New Delhi on the day, month & year first above written.



Signed for and on behalf of President of India by


24.01.2024
Shri Sheel P. Gautam
Deputy Administrator (T-III)
Universal Service Obligation Fund,
Department of Telecommunication

Signed on behalf of Bharat Sanchar Nigam Limited by, authorized signatory BSNL


24.01.2024
Shri Mukesh Mandal
GM (BharatNet-II), BSNL Corporate Office,
Bharat Sanchar Nigam Limited

In the presence of

Witnesses:

(1) 
24.01.2024

Signature:

BHARAT LAL MEENA

Universal Service Obligation Fund,
Department of Telecommunication
Sanchar Bhawan, Ashoka Road, New Delhi – 110001

(2) 
24/01/2024

Signature:

(ANIL KUMAR GUPTA)

Bharat Sanchar Nigam Limited
BSNL Corporate office, New Delhi

CGM, Bharat Net

SECTION-II

GENERAL CONDITIONS

2.0 This Agreement shall be subject to the terms and conditions (including Transfer or Assignment or Franchising) of the Registration/Certificate/License conditions for Infrastructure Providers Category-II (IP-II)/Basic Services/Cellular Mobile Telephone Services (CMTS)/Unified Access Service License (UASL)/National Long-Distance License (NLD) / Internet Service Provider (ISP)/ Unified License (UL) issued by DoT and any future evolution of licenses from time to time, as applicable.

2.1. Scope of agreement

2.1.1. The scope of the agreement covers following works/activities related to BharatNet by BSNL:

A. BharatNet Phase-I and Phase-II

To complete/oversee/coordinate the remaining project execution work of Phase-I and Phase-II, being carried out through various models, including project execution under State-led model, in accordance with the existing agreements/work-orders/MoUs including MoUs novated in the name of BSNL.

B. Operation & Maintenance

- i) To engage professional agencies to handle the O&M works on an outcome-linked measurable Service Level Agreements (SLAs) including penalties for non-performance for Phase-I&II network (excluding State-led BharatNet Phase-II), till making over the network to the Agencies under the Amended BharatNet program.
- ii) Under the State-led model, the respective State Implementing Agencies (SIA) are responsible for the O&M of the BharatNet infrastructure in their state. For these states, BSNL shall monitor, review, coordinate and undertake release of funds etc, till any other decision is taken in this regard.

C. Utilisation

BSNL to be responsible for utilisation in Phase-I and Phase-II GPs/villages in all States/UTs, except for the BharatNet phase-II network in the States under the State-led model, where States are responsible for the utilisation.

D. Amended BharatNet Program

- i) BSNL shall undertake the amended BharatNet Program related works as per Union Cabinet approval dated 04.08.23 and work as single Project Management Agency (PMA) with overall responsibility in-toto including bandwidth provisioning at Block-level, selection of professional agencies

through competitive bidding for construction, upgradation, O&M and utilisation of BharatNet network.

- ii) BSNL to engage professional agencies to design, build, operate and maintain the BharatNet Network Operation Centre (NOC) for ten years.

2.2. Roles and responsibilities

2.2.1. BSNL

- i) BSNL shall be responsible for taking over all the works and responsibilities of the BBNL for project execution, O&M and utilization of the BharatNet.
- ii) BSNL shall create a separate BharatNet vertical by providing dedicated staff for BharatNet in corporate headquarters, circle office and in every business area office for handling various functions of project implementation, O&M and utilisation.
- iii) BSNL shall be overall responsible for the implementation of the project through proper mechanism and technological tools.
- iv) BSNL shall issue guidelines/modalities/reporting formats for reviewing the implementation of the project.
- v) BSNL shall be responsible to extend BharatNet to connect 3.8 Lakh villages beyond the proposed 2.64 Lakh GPs on demand basis.
- vi) BSNL shall ensure non-discriminatory access of the BharatNet network to all Service Providers.
- vii) BSNL shall provide all reports of physical and financial progress of the project from time to time to USOF/DoT.
- viii) BSNL shall appoint Independent Engineer (IE)/Third Party Auditor (TPA) to carry out the inspection, verification and certification of the project. The IE/TPA shall submit various reports and certificates to BSNL which shall further be shared with USOF, as and when required.
- ix) BSNL to provide Internet leased line (ILL) to all blocks with sufficient bandwidth to ensure minimum 25 Mbps download speed to every home and institutional fibre subscriber. BSNL shall also ensure that whenever consumer demands for higher bandwidths, the same shall be provided at applicable rates.
- x) BSNL to provide password protected online access of NOC and dashboard to the concerned stake-holders, including LSAs, CCAs, state & central departments/agencies including district magistrates.
- xi) BSNL to hold district-level meetings with MSOs, LCOs, BharatNet Udyamis and other district-level stake-holders to improve utilisation of BharatNet.
- xii) BSNL to explore alternate technologies (radio/satellite) including Low Earth Orbit/Medium Earth orbit (LEO/MEO) satellite communication services etc. for deployment based on requirement and cost-effectiveness in cases where the implementation over OFC may not be feasible.
- xiii) BSNL shall be responsible for safety and security of block-level BharatNet infrastructure and equipment in BSNL premises. For equipment at Gram Panchayats (GPs) and non-BSNL locations, BSNL shall take various steps like incorporating suitable provisions in their contracts like insurance, coordination at local level etc.

- xiv) BSNL shall engage a professional agency to design, build, operate and maintain the NOC for ten years. BSNL shall select such professional agency through competitive bidding process.
- xv) BSNL shall comply with the orders/directions/regulations/guidelines issued by DoT/TRAI/USOF from time to time.
- xvi) BSNL shall ensure branding of BharatNet project for the equipment installed and FTTH connections provided at every Node (Block/GP).
- xvii) BSNL shall devise suitable complaint and Grievance redressal system for BharatNet products and services.
- xviii) The project will adhere to provisions of Department for Promotion of Industry and Industrial Trade (DPIIT)'s Public Procurement (Preference to Make in India) Order, 2017 as amended to promote Indian vendors indigenously designed/developed and manufactured products meeting local content criteria to the extent possible.
- xix) All policies/guidelines issued by GOI on the matter of public procurement by CPSEs including procurement from MSMEs shall be fully complied by BSNL.

2.2.2. Coordination and complaints handling at State/UT level

- i) LSAs shall facilitate project execution, any coordination with the State government, horizontal connectivity requirements for Government Institutions etc. and for any issues faced by BSNL to be taken in the State Broadband Committee in their respective state/circle.
- ii) LSAs to handle complaints/representations from TSPs/ISPs and others regarding any discriminatory access of BharatNet assets in their respective state/circle.
- iii) CCAs shall be responsible for funding to BSNL as defined in section-V of this agreement.

2.2.3. USOF

- i) USOF shall monitor and review the implementation of the project time to time as required.
- ii) USOF shall fund for BharatNet implementation as per Union Cabinet approvals.
- iii) USOF shall monitor the fund disbursement and its utilization.
- iv) USOF shall have the right to appoint TPA other than the IE/TPA appointed by BSNL.
- v) USOF reserves right to get various reports related to project execution, O&M and utilization.
- vi) USOF can issue directions/orders/guidelines etc. from time to time for meeting the objectives of this agreement.

2.2.4 The approved scheme of amalgamation (merger of BBNL with BSNL) issued by SU-I section of DoT vide No.30-40/2022/USOF/BBNL-assets dated 26.07.23 and the roles and responsibilities of the parties as contained in the scheme is also part of this agreement. BSNL shall handle all issues arising out of any agreement(s)/settlement(s) entered by BBNL before the appointed date i.e. 01.10.2023. BSNL will abide by the terms of approved scheme mentioned above subject to approval by Ministry of Corporate Affairs (MCA).

2.3. Duration of Agreement

The Agreement shall be valid for ten years from the date of signing of the agreement extendible as per policy decision by Government of India.

2.4. 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. DoT/USOF shall review the provisions of the agreement vis'-a-vis' its compliances every five years and may extend agreement beyond 10 years in spell of 5 years, as deemed fit. The decision of the DoT shall be final in this regard.

2.5. Modifications in the terms and conditions of Agreement

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement, 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. Provisions of the terms and conditions and their compliances are to be reviewed by USOF/DoT every five years and changes, if any, are to be done on mutual consultations. However, DoT decision in this regard, shall be final and binding on all the parties.

2.6. Requirement to furnish information

BSNL shall furnish to the Administrator, on demand, such documents, accounts, estimates, returns, reports or other information as may be called for by the Administrator.

2.7. Governance structure

2.7.1. The cabinet approval has delegated power to Minister of Communications to make necessary changes including the scope of work, use of alternate and superior technology, technical specifications, funding modalities, revised cost estimates of individual components, inter-se allocation, timelines of the project, packages, guidelines for operation of subsidy, guidelines for state-led model, BharatNet Udyami model, PMA agreement with BSNL, MoU on BharatNet with states, or any other issue arising out of above, within the approved cost of the project.

2.7.2. For the purpose to facilitate resolution of issues and ensure inter-agency coordination and effective monitoring of project execution, O&M and utilisation, the existing mechanism of layering of decision making through Empowered committee at the level of Secretary (Telecom) and Steering committee at the level of Administrator, USOF shall continue. The meetings of steering committee shall be regularly held to review the progress of project and take decisions regarding any issues related to implementation of the project. The issues related to changes in scope of work, technical specifications etc as mentioned in clause 2.7.1 or issues referred by Steering committee shall be taken by the Empowered committee.

2.7.3. The following standing committees at the State/circle-level shall ensure monitoring/steering of project implementation, O&M and utilisation of the BharatNet infrastructure in the respective State/circle:

- i) **State Broadband Committee (SBC):** The convener of the committee at the State-level shall bring in agenda related to RoW, power connections, building issues, security of equipment, OFC damages to BharatNet, etc. Respective LSAs shall be the convener for such meetings.
- ii) **District-level Telecom Committee (DLTC):** The convener of the committee shall bring agenda related to district-specific issues of O&M, utilisation and other related issues in the meetings.

2.7.4. The composition of the Empowered Committee, Steering Committee, State Broadband committee and District-level telecom committee is given at **Annexure-II-A**.

2.7.5. Management committee of BSNL is empowered to take decisions on day-to-day issues pertaining to project implementation, O&M and utilisation of the BharatNet infrastructure.

2.8. **Suspensions, Revocation or Termination of Agreement**

2.8.1. The Administrator reserves the right to suspend the operation of the Agreement in whole or in part, at any time, 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. However, the Administrator shall not be responsible for any damage, claim or loss caused or arising out of such action. The suspension of the Agreement will not be a cause or ground for extension of the period of the Agreement and suspension period will be counted towards period spent under the validity of Agreement.

2.8.2. The Administrator reserves the right to revoke the Agreement at any time in public interest by giving a notice of 60 days counted from the date of issue of such notice. Such termination shall not affect the rights and liabilities of parties as accrued prior to the termination.

2.8.3. 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 BSNL and during such inquiry BSNL shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type.

2.8.4. It shall be the responsibility of BSNL to maintain the Quality of Service as described in this Agreement, during the period of notice for termination of Agreement.

2.9. **Right to inspect, test and monitor**

2.9.1. The Administrator or his authorized representative shall have the right to inspect the created OFC network, the associated nodes and also the equipment installed for providing the network bandwidth by implementing agencies in particular, but not limited to, physical inspection of terminating interfaces, distribution frames, etc. and conduct the service monitoring and performance tests as per the Section-IV, TECHNICAL CONDITIONS. BSNL will provide the necessary facilities for monitoring of the system, as required by the Administrator or his 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.

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

2.10. Disputes Settlement

2.10.1. 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. 05/0003/2019-FTS-10937 dated 14.12.2022 and/or any other instructions issued in this regard from time to time.

2.10.2. Pending the submission of and/or decision on a dispute, difference or claim or until the award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

2.10.3. Subject to the above provisions, the courts at Delhi shall have exclusive jurisdiction.

2.11. OEC conciliation

2.11.1. In the event of any dispute or difference arising under the Agreement between BSNL and any third-party agency/agencies given works under this agreement, BSNL shall include appropriate provisions in the RFP/contract for dispute conciliation under Outside Expert Committee (OEC). The OEC shall be comprised of three members who shall be independent in terms of Section 12 read with Schedule 5 of the Arbitration and Conciliation Act, 1996, and of the three members, one shall be nominated by USOF, and the remaining two by BSNL. Only in case of failure of the parties to arrive at the settlement through OEC Conciliation, the dispute shall be referred to arbitration as per the Arbitration clause mentioned in the third-party contract.

2.11.2. The conciliation by OEC shall be regulated as per the provisions of the Part III of Arbitration and Conciliation Act, 1996. However, the fee payable and other

terms and conditions of the OEC members shall be determined by BSNL. The venue of the OEC meeting shall be the office of CMD, BSNL or any other place mutually decided by the OEC.

2.12. Force-Majeure

- 2.12.1. If at any time, during the continuance of the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, terrorism, 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 BSNL), 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 such claims for damages against the other, in respect of such non-performance or delay in performance. Provided SERVICE under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 2.12.2. 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.
- 2.12.3. It is understood and declared that any strike, lock out or labour dispute or unrest only in the undertaking of BSNL or the reasonable harshness of the nature due to the terrain or difficulties arising from remoteness of the area will not be treated as an EVENT.

2.13. Set off Clause

- 2.13.1. In the event any sum of money or claim becomes recoverable from or payable by BSNL 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 employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to BSNL under this Agreement or any other Agreement or Contract between the Administrator/Department of Telecommunications, Govt. of India and BSNL.
- 2.13.2. The aforesaid sum of money payable to BSNL shall include any valuable security, which can be converted into money.
- 2.13.3. After exercising the right of set off, a notice shall always be given immediately by the Administrator to BSNL.



2.14. Other Obligations

- 2.14.1. BSNL shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations/ guidelines issued by TRAI from time to time and instructions as issued by the Administrator, USOF.
- 2.14.2. BSNL will abide by the terms & conditions of the MoU signed with various State Governments/UTs/PSUs/PSPs/SIAs etc. and coordinate with these agencies.
- 2.14.3. BSNL shall abide by the provisions of the Cabinet approvals dated 04.08.2023 on Amended BharatNet Program and Cabinet approval dated 27.07.2022 on merger of BBNL in BSNL as a part of Cabinet Note dated 25.07.2022 captioned "Revival of BSNL and merger of BSNL and BBNL".
- 2.14.4. BSNL represents and warrants to the Administrator that: -
- i) 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;
 - ii) 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; and
 - iii) This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with the terms hereof.



Annexure-II-A**Table2A.1: Empowered Committee composition**

S.No.	Name	Designation
1.	Secretary (Telecom), DoT	Chairperson
2.	Member (Finance), DoT	Member
3.	Member (Technology), DoT	Member
4.	Administrator, USOF	Member & Convenor
5.	Chief Secretary of the concerned State or his nominee	Member
6.	CMD, BSNL	Member

Table2A.2: Steering Committee composition

S.No.	Name	Designation
1.	Administrator, USOF	Chairperson
2.	CMD, BSNL	Member
3.	Director In-Charge BharatNet, BSNL	Member
4.	Joint Administrator(T&A) USOF	Member
5.	Deputy Administrator or Director concerned	Member & Convenor
6.	Joint Administrator(F) USOF	Member
7.	DDG(SP) USOF	Member
8.	Principal Secretary (IT)s or equivalent of one state under state-led model and two states other than state-led model as decided by Administrator USOF	Special invitees

Table2A.3: State Broadband Committee (SBC) composition

S.No.	Name	Designation
1.	Chief Secretary, State/UT government or equivalent	Chairperson
2.	Principal Secretary (IT), State/UT government or equivalent	Member
3.	Principal Secretary, Department of Forest	Member
4.	Circle CGM, BSNL	Member
5.	Advisor/Sr. DDG, LSA	Member & Convenor
6.	BharatNet BA head, BSNL circle	Member

Table2A-4: District Level Telecom Committee (DLTC) composition

S.No.	Name	Designation
1.	District Collector	Chairman
2.	Chief Executive Officer, Zila Parishad	Member
3.	Suptd. Engineer, Vidyut Vitran Nigam Ltd.	Member
4.	District Forest Officer	Member

5.	District level officer of IT department of state govt.	Member
6.	District Head of BSNL (GM/DGM/DET level as applicable)	Member & Convenor
7.	Representative of the licensee u/s 4(1)	Member



SECTION-III

OPERATING CONDITIONS

3.0. The terms and conditions of the NLDO or BSO or CMTS or UASL or ISP or Unified License (UL) Agreement, etc. and any future evolution of licenses from time to time, as applicable, shall prevail and shall be binding mutatis mutandis for BharatNet project. The same shall also be applicable in case of migration to or award of new license in lieu of the NLDO/BSO/ CMTS/ UASL/UL/ISP license.

3.1. **BharatNet Phase-I & Phase-II – project works**

3.1.1. The remaining project execution work of BharatNet Ph-I and Ph-II and settlement of advances/asset capitalization is to be completed as per the existing agreements/MoU and subsequent decisions regarding any additions/alterations/modifications etc on these agreements/MoUs, if any. The Phase-wise and model-wise details of the ongoing projects under BharatNet are given in **Annexure-III-A**. State-wise/Circle-wise details of GPs covered under Phase-I and Phase-II and details of the MoU/agreements under which project has been completed/under implementation is given at **Annexure-III-B**.

3.1.2. The status of project execution of Phase-I and Phase-II on the date of signing of this agreement is given at **Annexure-III-C**.

3.2. **BharatNet Phase-I & Phase-II – O&M works and Utilisation**

3.2.1. BSNL shall be responsible for continuing O&M of BharatNet network and the associated equipment and systems, through Service Level Agreement (SLA) based contracts with professional agency (ies) under BharatNet Phase-I and Phase-II (except BharatNet Phase-II in States under State-led model), till onboarding of the Professional agencies engaged under Amended BharatNet program. The O&M of BharatNet Phase-I is being done by BSNL in accordance with Agreement No. 30/13/2021/USOF/BSNL dated 29.08.2022 between USOF and BSNL. For Phase-II infrastructure, the O&M agreements are already part of the contract and are valid for 3 years after project execution.

3.2.2. The O&M of BharatNet Phase-II in the states under the state-led model is responsibility of the State SPV as provisioned in the quadripartite MoUs with the respective states. This arrangement of O&M shall continue till any further decision is taken in this regard.

3.2.3. FTTH connections are being provided by BSNL under the BharatNet Udyami scheme model with subsidy support from USOF under a pilot project for rolling out 5 lakh connections in rural areas using existing BharatNet infrastructure. This pilot scheme shall be in operation as per the Agreement of the Pilot between USOF and BSNL.

3.2.4. BharatNet Phase-I & Phase-II utilisation, including handling of related issues, shall continue by way of dark fiber leasing, bandwidth leasing, fiberisation of towers, Wi-Fi hotspots etc. by BSNL.

3.3. Amended BharatNet Program

3.3.1. BharatNet scheme has been amended to expand its scope with focus on utilisation of services and engage professional agencies for O&M of the network vide Cabinet approval dated 04.08.23. Under the amended BharatNet scheme, BSNL has been appointed as the single Project management Agency (PMA) with overall responsibility inter-alia including bandwidth provisioning at block level, selection of professional agency through competitive bidding for construction, upgradation, O&M and utilisation of BharatNet network.

3.3.2. Under the amended BharatNet scheme, following broad points have been approved by the Union Cabinet:

- i) For extending the scope of BharatNet to all 6.4 lakh inhabited GPs/villages, with project to be implemented across 28 states and 6 UTs, including upgradation of existing network of BharatNet Phase-I and Phase-II, build the network in uncovered GPs, and O&M for 10 years.
- ii) BharatNet to be expanded to the 3.80 lakh villages beyond the proposed 2.64 lakh GPs on demand basis. State-wise/UT-wise list of GPs and villages to be covered in the Amended BharatNet program is given at **Annexure-III-D**.
- iii) Based on requirement, locations such as high potential usage areas like tourism, spiritual pilgrimages etc, are also to be covered under the BharatNet program.
- iv) BSNL to provide Internet Leased line (ILL) to all 7,269 blocks with sufficient bandwidth to ensure minimum 25 Mbps download speed to every home fibre subscriber.
- v) BharatNet Udyamis to be roped in for providing and maintaining last mile connectivity from villages to households.
- vi) 1.50 Crore rural home fibre connections distributed across all States/UTs with priority to cover Government institute including schools, primary health centres, Anganwadis, Panchayat offices etc using the BNU model over the next five years.
- vii) BSNL to draft RFP for selection of professional agencies through competitive bidding for construction, upgradation, O&M and utilisation of BharatNet network.
- viii) BSNL to engage professional agencies to design, build/upgrade, operate and maintain the existing BharatNet Network Operation Centre (NOC) at New Delhi and DR NOC at Bangalore and to develop dashboards/reports/O&M mechanism for project monitoring, O&M and utilisation.
- ix) In order to fast track last mile connectivity, about 100 districts to be identified for prioritizing expenditure on upgradation of infrastructure and subsidy to home fibre connections.
- x) It is proposed to engage a professional operator to design, build, operate and maintain Network Operation Centre (NOC) for ten years.

- xi) Alternate technologies (radio/satellite) including Low Earth Orbit/Medium Earth Orbit (LEO/MEO) satellite communication services, when matured may be considered for deployment based on the requirement and cost effectiveness in cases where the implementation of OFC may not be economical/feasible.
- xii) BSNL shall ensure providing dedicated staff for BharatNet in corporate headquarter, circle offices and in every Business area office.
- xiii) A State Support Agreement to be signed with all States/UTs to ensure stable policy of support including access to GP Bhawans and villages, power connections, custodian of BharatNet equipment, access and security of BharatNet equipment and utilisation of electric poles for BharatNet OFC etc.

3.4. Upgradation of existing Phase-I & Phase-II along with creation of left out GPs and village connectivity under Amended BharatNet program

- 3.4.1. 1.64 lakh GPs (excluding around 53,000 GPs of state-led model) shall be upgraded to ring topology and to connect the remaining around 47,000 GPs on ring topology.
- 3.4.2. GPs of Ph-I/Ph-II that are merged with municipalities or urban areas shall continue to be maintained by BSNL.
- 3.4.3. BharatNet to be expanded beyond the 2.64 lakh GPs to connect the 3.8 lakh villages on demand basis.
- 3.4.4. The figures for number of GPs given above for upgradation/creation may not be exact. Based on the survey, BSNL may further fine tune the scope due to creation of new GPs and/or merger of GPs in municipalities etc.

3.5. State-led model states

- 3.5.1. In State-led model States, BSNL shall makeover the Bharatnet Phase-I network to State SPVs in case of such a decision is taken by DoT/USOF. The States under the state-led model shall be carved out for operational purposes from the responsibility of BSNL on case-to-case basis as decided by USOF/DoT. However, the funding to State SPVs shall continue to be through BSNL separate vertical in the respective States under State-led model till any other decision is taken in this regard by DoT/USOF. States and BSNL to exclusively earmark the Officers and Staff for this purpose. The BharatNet Phase-II network in State-led model States may have to be taken over by BSNL on case-to-case basis in case decided by DoT/USOF.

3.6. ILL at blocks

- 3.6.1. BSNL shall ensure provisioning of adequate backhaul bandwidth of required service quality at the block-level so that the ONTs at the GPs are fed with the required backhaul.



3.6.2. Under the Amended BharatNet program as approved by the Cabinet, BSNL shall ensure to provide Internet Leased line (ILL) to all 7,269 blocks with sufficient bandwidth to ensure minimum 25 Mbps download speed to every home fibre subscriber.

3.6.3. BSNL shall ensure SLA of 99% uptime for Internet leased line (ILL) at the Block level.

3.7. **1.5 Cr FTTH connections under BNU model**

Over the next five years, BSNL shall provide 1.50 Crore rural home fibre connections (including State led model) distributed across all States/UTs with priority to cover Government institute including schools, primary health centres, Anganwadis, Panchayat offices etc using the BNU model. The guidelines, timelines and other details for providing 1.5 Cr FTTH connections is covered in another agreement for this purpose to be signed between USOF and BSNL.

3.8. **Other types of utilisations under Amended BharatNet program**

The assets created under BharatNet shall be monetized optimally by way of dark fiber leasing, bandwidth leasing, fiberisation of towers, Wi-Fi hotspots etc by BSNL.

3.9. **Network Operating Centre (NOC)**

3.9.1. BSNL shall plan Network operation Centre (NOC) for network management (NMS) to monitor the up time and provisioning of the network. The New NOC will cater for O&M activities & utilization of BharatNet Network, which will extended up to villages in Amended BharatNet program.

3.9.2. BSNL shall engage a professional agency through competitive bidding process to design, build, operate and maintain the NOC for 10 years.

3.9.3. The new NOC shall facilitate in ensuring optimum utilization of BharatNet by providing single integrated platform for all the operational and commercial activities. The main modules of the NOC to provide the information to various stakeholders of BharatNet shall be – Trouble Ticketing, Customer relationship management (CRM), Fibre Management including monitoring of fibre cuts and other fault, Public Grievances, Reporting Functions, SLA monitoring and management for ILL, network and connections/services, subsidy management module, Project Monitoring system tool, asset management and monetisation tool, performance monitoring of field staff and fault teams etc.

3.9.4. The Fiber Fault Localization system is an external equipment and hence shall not be part of NOC, however, it will be integrated with NOC setup, if it is deployed in field.

3.9.5. The NOC shall make available the real time data of operational status of the OLTs/ONTs (GPs), Wi-Fi Access Points, FTTH connections etc. through web



and App-based access to USOF and all stake holders. The monitoring mechanism will be integrated with USOF PM tool.

- 3.9.6. The NOC shall be equipped with a Data Lake for AI based Data Analytics and visualization at granular level for Network Status trends, Utilization trends in terms of geography/income level/ education level etc subject to availability from Last Mile service Providers. The NOC shall also be equipped to take care of Data and Network Security at all the levels for the Data Centres. The NOC shall have features for Performance optimization and Risk Visualization.
- 3.9.7. All the reports including but not limited to the reports detailed here under shall be provided to USOF and all stake-holders
- i) GPs up/down (incl. progress during the week)
 - ii) OFC cuts/performance reports
 - iii) Nodes (or OLTs, Routers etc) up/down (incl. progress during week) - Including time series for last 12 months
 - iv) Data consumption status/reports at GPs and Nodes (or OLTs, Routers etc)
 - v) FTTH status, data consumption reports etc.
 - vi) Dashboard with live status of FTTH connections without any manual intervention etc.
- 3.9.8. Presently, the CRM and billing system of the BSNL provides the various information related to FTTH connections. The system shall continue to be used till the new NOC is equipped with such capabilities.
- 3.9.9. The NOC shall be able to provide web-based and API-based state-wise/district-wise/block-wise/GP-wise reports for the Gram Panchayats/Villages having details of media, date of commissioning, work status, implementation phase, no. of Wi-Fi/Access Points provided/active, no. of FTTH connection provided/active, Dark fibre leased, Bandwidth leased, Data consumption, etc.
- 3.9.10. NOC shall have capability to provide network related information etc through API integration with State NOCs/BSNL NOC and NOC/Billing systems of various ISPs etc.
- 3.9.11. NOC shall keep a record of the OFC transport network created under the scheme, along with the equipment details, fibre inventory and OFC connectivity of nodes, network bandwidth created and provided to various Service Providers, types of traffic transported from different nodes and also maintain Service Provider-wise and node-wise faults and rectification reports of the OFC system and associated infrastructure and other related details in respect of the service rendered, which will be produced before the Administrator or TRAI, as and when and in whatever form desired.
- 3.9.12. BSNL to draft RFP for new NOC in consultation with USOF and other stake holders to cater to the additional features/requirements as mentioned above. The RFP shall include the best practices followed in NOCs of private TSPs/ISPs etc.




- 3.9.13. Each state/circle to have a State NOC which will be seamlessly interconnected with the Central NOC through APIs. All State NOCs to have provision of its health monitoring, and all the SNOCs health monitoring shall be centrally visible at the central NOC.
- 3.9.14. The dimensioning of the required DCN links for connecting the BharaNet EMS to the central NOC/state NOC to be taken into consideration in the cost calculation. The DCN links shall also be SLA-based with penalties. Monitoring of DCN links shall also be done through the NOC.
- 3.9.15. State/UT-wise dashboard to be made available for accessing quality, quantity and other details to the state/UT administration. Arrangement of centralised billing/monitoring to be provided on the dashboard. Similar dashboard may also be provided to union ministries/departments who are funding FTTH connections/other services at the GP-level. BSNL shall facilitate integration on API with various dashboards of Niti Aayog, PMO, DoT etc for BharatNet indicators.
- 3.9.16. Subscriber Complaints handling and grievance management system
- i) Proper arrangement such as web-based portal, call centre etc. should be made as part of the NOC for handling of subscriber complaints for service quality, billing and other related matters.
 - ii) Similar system to be provided as part of NOC for handling and settlement of BNU grievances, Vendor, sub-vendor complaints, General complaints, queries, suggestions etc

3.10. **Alternate technology**

- 3.10.1. Connectivity by alternate technologies shall be considered where extending fibre connectivity is not feasible, after examination through survey reports before start of work. However, on joint recommendation of Independent Engineer (IE) and BharatNet BA head, further locations can be considered for alternate technologies after start of work.
- 3.10.2. Maximum number of such GPs on alternate technology to be kept at 5-10% of total number of GPs on all India basis.
- 3.10.3. BSNL shall collect the requirement of all the states and will float the tender centrally to cater to such GPs. On demand connectivity of villages can also be provided subject to commercial viability. Proposed options for alternate technology are Free Space Optic Communications (FSOC), Unlicensed Band Radio (UBR) E-V Band, etc.
- 3.11. **Dedicated vertical for BharatNet**
BSNL shall create a separate vertical for BharatNet for handling of all BharatNet related works and activities. BSNL will ensure providing dedicated staff for BharatNet in corporate headquarters, circle office and in every business area office for smooth implementation of project. The officers to be posted in BharatNet Vertical shall be as indicated in **Annexure-III-E**. In addition, to

ensure the optimal monetisation of BharatNet and monitoring of Block/GP level activities during the survey, execution and O&M phase, BSNL shall make necessary institutional structure at Block/District level and for proper functioning of BharatNet vertical through Project Implementing Agency.

3.12. State support agreement

A State support agreement is under process of finalisation. Till its finalisation, the existing tripartite MoU signed amongst DoT, BBNL and State govt shall be applicable.

3.13. GIS mapping of BharatNet OFC

The on-going GIS mapping of BharatNet assets shall be undertaken concurrently with the construction of the network by BSNL under the amended BharatNet program.

3.14. SLA monitoring

3.14.1. The SLA and applicable penalties for key performance indicators (KPIs) at various levels of the network shall be as below:

- a. For O&M of the middle-mile network, parameters such as Network Availability at S-NOC, at Block level for Ring topology, at GP/mini-OLT, Block to GP Ring Packet Loss, Service provisioning by PIA from NOC, MTTR for OFC cuts
- b. For services provided by BSNL, SLA for Infrastructure including power at block locations, DCN links and availability of ILL at Blocks.
- c. For FTTH connections through BNUs, SLA on Service delivery targets and minimum performance parameters.

3.14.2. The above SLA parameters are not exhaustive and may vary as per the requirements. The detailed SLA and related penalties will be notified once the RFP is finalised.

3.15. Timelines/Targets

3.15.1. Timelines/Targets for project execution of the Amended BharatNet program is given at **Annexure-III-F**.



Annexure-III-A

Phase-wise and model-wise details of the ongoing projects along with details of the MoU/agreements under which the project has been completed/under-implementation

Table3A.1: Phase-wise and model-wise details of BharatNet project under Phase-I and Phase-II

Phase	GPs to be covered			
		OFC (Count)	Satellite (Count)	Total (Count)
Phase-I	BSNL	101756	-	101756
	RailTel	7987	-	7987
	PGCIL	10395	-	10395
	BBNL	68	-	68
	Total	120206		120206
Phase-II	State-led	65484	-	65484
	BSNL	24331	1394	25725
	BBNL	7382	4008	11382
	Total	97197	5402	102599
Grand Total		2,17,403	5,402	2,22,805

Table 3A.2: Phase-wise and model-wise details of the MoU/agreements under which the project has been completed/under-implementation

S.No.	Model	Executing Agency	States covered	MoU/Agreement No.
Phase-I				
1.	CPSU	RailTel	Arunachal Pradesh, Nagaland, Manipur, Mizoram, Tripura, Meghalaya, Gujarat, Daman & DIU, Dadra & Nagar Haveli and Puducherry	MoU between BBNL and RailTel dated 07.12.2012, and Agreement between BBNL and RailTel dated 23.05.2013
2.		PGCIL	Andhra Pradesh, Telangana, Odisha, Jharkhand and Himachal Pradesh	MoU between BBNL and PGCIL dated 04.12.2012, and Agreement between BBNL and PGCIL dated 21.05.2013
3.		BSNL	Assam, Bihar, Chhattisgarh, Haryana, Jammu & Kashmir, Karnataka, Kerala, Madhya Pradesh,	MoU between BBNL and BSNL dated 04.12.2012, and Agreement between BBNL and BSNL dated 17.05.2013

			Maharashtra, Punjab, Rajasthan, Uttar Pradesh (East), Uttar Pradesh (West), Uttarakhand, West Bengal, Sikkim, Chandigarh, Andaman & Nicobar and Lakshadweep	
Phase-II				
4.	CPSU	BBNL	Bihar, Punjab	Implementation through Private-led Model as per DCC approval conveyed vide USOF letter no. 30-166-14/2016-BB-USOF dated 18.09.2017
5.		BSNL	Madhya Pradesh, Uttar Pradesh (East), Uttar Pradesh (West), Sikkim	MoU no. BBNL/BharatNet/Phase - II/BSNL/2018/001 Dated 09.08.2018
6.	Satellite	BBNL	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, J&K, Ladakh, A&N, Lakshadweep, Bihar, Gujarat, HP, Jharkhand, Maharashtra, Madhya Pradesh, Odisha, Punjab, Uttarakhand, West Bengal and Andhra Pradesh	Implementation on Satellite media as per DCC approval issued vide DoT letter no. 1-48 (TC)/2017-TCO dated 11.09.2018
7.		BSNL	Arunachal Pradesh, Meghalaya, J&K, Ladakh, Chhattisgarh, Madhya Pradesh, Odisha, Rajasthan, Uttar Pradesh (East), Uttar Pradesh (West) and Kerala	
8.	State-led	APSFL	Andhra Pradesh	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 13.11.2017
9.		CHiPS	Chhattisgarh	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 30.12.2017
10.		GFGNL	Gujarat	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 27.12.2017

11.		JCNL	Jharkhand	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 09.12.2017
12.		MahaIT	Maharashtra	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 09.12.2017
13.		OPTCL	Odisha	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 19.01.2018
14.		TANFINET	Tamil Nadu	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 26.12.2017
15.		T-Fibre	Telangana	MoU no. 30-166-14/2016-BB-USOF/BharatNet Phase-II Dated 13.11.2017




Annexure-III-B

Table 3B.1: State-wise/circle-wise details of GPs covered under Phase-I, Phase-II and proposed to be covered/upgraded under the Amended BharatNet program

BharatNet Status as on 21.07.2023 (excluding BHQs)													
S No.	State	Total GPs work taken up in Ph-I/Ph-II				GPs service ready				Total GPs	Total Villages (incl. GPs)	GPs to be taken up in Phase-III	Total Villages (excl. GPs)
		Phase-I	Phase-II	Satellite	Sub Total	Phase-I	Phase-II	Satellite	Total				
1	Andhra Pradesh	1681	11254	20	12955	1681	3514	19	5214	13416	17358	461	3942
2	Chhattisgarh	4050	5964	17	10031	4050	5523	14	9587	11673	20001	1642	8328
3	Gujarat	6589	7709	26	14324	6585	7651	26	14262	14324	18219	0	3895
4	Jharkhand	2707	1672	14	4393	2695	1672	9	4376	4416	31193	23	26777
5	Maharashtra	15170	12641	6	27817	15165	8790	6	23961	27939	43738	122	15799
6	Odisha	3809	2932	47	6788	3809	2932	44	6785	6798	51254	10	44456
7	Tamil Nadu	0	12525	0	12525	0	3139	0	3139	12525	17292	0	4767
8	Telangana	1946	10787	0	12733	1946	7757	0	9703	12769	12769	36	0
	Total	35952	65484	130	101566	35931	40978	118	77027	103860	211824	2294	107964
1	Bihar	5655	2669	16	8340	5655	2657	16	8328	8404	45211	64	36807
2	Goa	0	0	0	0	0	0	0	0	191	396	191	205
3	Haryana	6082	0	0	6082	6082	0	0	6082	6256	7014	174	758
4	Himachal Pradesh	252	0	159	411	252	0	156	408	3616	19154	3205	15538
5	Karnataka	6084	0	0	6084	6084	0	0	6084	6090	32132	6	26042
6	Kerala	977	0	1	978	977	0	1	978	978	1370	0	392
7	Madhya Pradesh	12544	5283	38	17865	12544	5266	38	17848	22841	52547	4976	29706
8	Punjab	7951	4713	4	12668	7951	4713	4	12668	13337	13337	669	0
9	Rajasthan	8747	0	30	8777	8743	0	30	8773	11352	46354	2575	35002
	Uttar Pradesh (E)	17716	16807	11	34534	17703	14785	10	32498	43105	77875	8571	34770
	Uttar Pradesh (W)	10305	2127	23	12455	10267	241	23	10531	16253	26013	3798	9760
10	Uttar Pradesh	28021	18934	34	46989	27970	15026	33	43029	59358	103888	12369	44530
11	Uttarakhand	1819	0	175	1994	1800	0	164	1964	7936	16087	5942	8151
12	West Bengal	2676	0	3	2679	2600	0	3	2603	3348	39196	669	35848
	Total	80808	31599	460	112867	80658	27662	445	108765	143707	376686	30840	232979
1	Arunachal Pradesh	79	0	1079	1158	79	0	885	964	1796	5545	638	3749
2	Assam	1506	0	5	1511	1506	0	5	1511	2665	27915	1154	25250
3	Manipur	315	0	1221	1536	315	0	1152	1467	2782	3808	1246	1026
4	Meghalaya	122	0	597	719	122	0	563	685	1792	6798	1073	5006
5	Mizoram	41	0	500	541	41	0	443	484	762	863	221	101
6	Nagaland	116	0	120	236	116	0	116	232	983	1615	747	632
7	Sikkim	49	114	13	176	26	0	9	35	185	414	9	229
8	Tripura	589	0	142	731	589	0	142	731	1114	1114	383	0
	Total	2817	114	3677	6608	2794	0	3315	6109	12079	48072	5471	35993
1	Andaman & Nicobar	68	0	4	72	68	0	4	72	72	369	0	297
2	Chandigarh	12	0	0	12	12	0	0	12	12	12	0	0
	Dadra & Nagar Haveli	20	0	0	20	20	0	0	20	20	20	0	0
3	Daman & Diu	18	0	0	18	18	0	0	18	18	81	0	63
4	Jammu & Kashmir	413	0	692	1105	413	0	684	1097	4299	6873	3194	2574
5	Ladakh	0	0	193	193	0	0	193	193	193	244	0	51
6	Lakshadweep	0	0	10	10	0	0	9	9	10	29	0	19
7	Puducherry	98	0	0	98	98	0	0	98	110	119	12	9
	Total	629	0	899	1528	629	0	890	1519	4734	7747	3206	3013
	Grand Total	120206	97197	5166	222569	120012	68640	4768	193420	264380	644329	41811	379949

Annexure-III-C

Table 3C.1: BharatNet Ph-I and Ph-II status (as on 11.09.2023)

Phase	Target GPs				Achievement (SR GPs)		
Phase-I		OFC (Count)	Satellite (Count)	Total (Count)	OFC (Count)	Satellite (Count)	Total (Count)
	BSNL	101756	-	101756	101610	-	101610
	RailTel	7987	-	7987	7987	-	7987
	PGCIL	10395	-	10395	10386	-	10386
	BBNL	68	-	68	68	-	68
	Total	120206		120206	120051	-	120051
Phase-II	State-led	65484	-	65484	48306	-	48306
	BSNL	24331	1394	25725	23539	1237	24776
	BBNL	7382	4008	11382	7587	3578	11165
	Total	97197	5402	102599	79432	4815	84247
Grand Total		217403	5402	222805	199483	4815	204298

*41811 GPs are transferred to the Amended BharatNet program




Annexure-III-D

Table 3D.1: State/UT-wise list of GPs and villages covered in the Amended BharatNet program

Geographical Area	District	Blocks	Network configuration for Middle Mile				Network configuration for Last mile connectivity on demand basis
			Total GPs	GPs for creation	GPs already in ring	GPs for upgradation	Villages
	(count)	(count)	(count)	(count)	(count)	(count)	(count)
Andaman & Nicobar Islands	3	9	70	4	-	66	297
Andhra Pradesh	13	664	13,426	480	11,254	1,692	3,942
Arunachal Pradesh	25	114	1,796	1,717	-	79	3,749
Assam	33	229	2,664	1,158	-	1,506	25,250
Bihar	38	534	8,405	81	-	8,324	36,807
Chhattisgarh	28	142	11,682	1,670	5,964	4,048	8,328
DNH & DD	2	3	38	2	-	36	63
Goa	1	12	191	191	-	-	205
Gujarat	33	238	14,287	23	-	14,264	3,895
Haryana	22	142	6,259	177	-	6,082	758
Himachal Pradesh	12	80	3,616	3,364	-	252	15,538
Jammu & Kashmir	20	287	4,281	3,868	-	413	2,574
Jharkhand	24	260	4,395	8	-	4,387	26,777
Karnataka	30	227	6,086	2	-	6,084	26,042
Kerala	14	152	978	1	-	977	392
Ladakh	2	31	193	193	-	-	51
Lakshadweep	1	10	10	10	-	-	19
Madhya Pradesh	52	313	22,841	5,011	-	17,830	29,706
Maharashtra	34	351	28,237	326	12,740	15,171	15,799
Manipur	16	70	2,785	2,465	-	320	1,026
Meghalaya	11	46	1,791	1,669	-	122	5,006
Mizoram	8	26	763	722	-	41	101
Nagaland	12	74	994	867	-	127	632
Odisha	30	314	6,799	44	-	6,755	44,456
Puducherry	4	6	108	10	-	98	9
Punjab	22	151	13,337	676	-	12,661	-
Rajasthan	33	352	11,352	2,605	-	8,747	35,002
Sikkim	4	32	185	22	-	163	229
Tamil Nadu	37	385	12,520	-	12,520	-	4,767
Telangana	33	691	12,769	36	10,787	1,946	-
Tripura	8	58	1,021	437	-	584	-
UP(E)	49	587	43,117	8,584	-	34,533	34,770
UP(W)	26	240	16,248	3,816	-	12,432	9,760
Uttarakhand	13	95	7,962	6,131	-	1,831	8,151
West Bengal	23	344	3,348	672	-	2,676	35,848
Total	716	7,269	264,554	47,042	53,265	164,247	379,949

Annexure-III-E

Table 3E.1: Organizational Structure of BharatNet Vertical at BSNL Corporate Office

S No	Designation	Work Description	PGM/GM	DGM/AGM	SDE/JTO	CAO	AO/JAO	PS/PPS
1	Director In-Charge BharatNet							2(1+1)
2	PGM/GM(Operations)	O&M of BharatNet	1	2	2			1
3	PGM/GM(BN Utilisation)	Utilisation of BharatNet	1	2	1			1
4	PGM/GM(BharatNet Phase-III)	Planning/MM(RFP for Phase-II) and all related works	1	2	1			1
5	PGM/GM(Phase-I&II)	All Project related works of Phase-I&II	1	1	1			1
6	PGM/GM(PG/Coordination)	PG/PQs/MIS/Coordination	1	2	1			1
7	PGM/GM(State led)	State led Planning, Project, O&M etc	1	1	1			1
8	PGM/GM(Finance)	Accounts, Audit and Banking	1	1		1	2	1
9	PGM/GM(Finance)	Finance	1	1		1	2	1
10	PGM/GM(Finance)	Taxation	1	1		1	2	1
11	PGM/GM(Revenue)	Revenue Settlement	1	1		1	2	1
12	PGM/GM(Asset Management)	Assets Management	1	1	1			1
13	NOC	Management of NOC at Delhi and Bengaluru	2	4	8		1	2
Total			13+1 Director-In Charge BharatNet	19	16	4	9	15

Table 3E.2: Organizational Structure of BharatNet Vertical at BSNL Circle Offices

S No	Circle	Designation	Work Description	Group A&B Officers proposed				
				DGM	AGM	SDE	CAO	AO
1	AP	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
2	AS	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
3	Bihar	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
4	CG	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
5	HP	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
6	JK	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
7	JHK	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
8	KR	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
9	NE-I	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
10	NE-II	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
11	OR	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
12	TEL	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
13	UK	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
14	WB	PGM/GM BharatNet	All works related to BharatNet	1	1	2	1	2
15	GJ	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
16	GJ	PGM/GM BharatNet	FMA, PMA Monitoring, O&M and MM related.	1	1	2	0	0
17	HR	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
18	HR	PGM/GM BharatNet	FMA, PMA Monitoring, O&M and MM related.	1	1	2	0	0
19	KTK	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
20	PB	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
21	PB	PGM/GM BharatNet	FMA, PMA Monitoring, O&M and MM related.	1	1	2	0	0
22	TN	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization. (Including Puducherry and A&N)	1	1	2	1	2
23	UP(W)	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
24	MP	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
25	MP	PGM/GM-II BharatNet	MM/ Plg and Area-1	1	1	2	0	0
26	RJ	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
27	RJ	PGM/GM-II BharatNet	MM/ Plg and Area-1	1	1	2	0	0
28	UP(E)	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
29	UP(E)	PGM/GM-II BharatNet	MM/ Plg and Area-1	1	1	2	0	0
30	MH	PGM (BN BA Head)	All works related to BharatNet and Fiber and Bandwidth Utilization.	1	1	2	1	2
31	MH	PGM/GM-II BharatNet	MM/ Plg	1	1	2	0	0
				31	31	62	24	48

In addition, one engineer level resource at every district and one engineer level resource with every GM/PGM in Circle level to be provided for various functions like coordination between various agencies executing the work/O&M, trouble ticket monitoring. SLAs exclusion, through Project Implementing Agency.

Table 3E.3: Organizational Structure of BharatNet Vertical at BSNL Field Offices

BharatNet Vertical_Field level		
S No	Name of circle	SDE/JTO
1	AP	2
2	AS	6
3	Bihar	5
4	CG	3
5	HP	3
6	JK	3
7	JHK	3
8	KR	6
9	NE-I	3
10	NE-II	3
11	OR	6
12	SKM	1
13	TEL	3
14	UK	3
15	WB	4
16	GJ	7
17	HR	7
18	KTK	9
19	PB	7
20	TN	3
21	Puduchery(AN)	0
22	Up(W)	5
23	MP	8
24	RJ	8
25	UP(E)	9
26	MH	13
		129

Annexure-III-F**Table 3F.1: Timelines for project execution of Amended BharatNet Program**

S.No.	Major milestone		Time frame for completion
	Output	Outcome	
1.	Tendering and Award of work	Finalisation of Request for Proposal (RFP) and Award of contract	Five months after Cabinet Approval
2.	Signing of Master Service Agreement (MSA)	Commence of Creation, Upgradation and O&M of the network	One month from award of work
3.	Completion of construction phase of the project	Provision of high-speed broadband in all GPs and villages (on demand basis)	36 months from signing of MSA




SECTION-IV

TECHNICAL CONDITIONS

4.0. BSNL shall work within the framework of the technical conditions of the BSO/CMTS/UASL/NLDO/UL licence, as the case may be. The Technical requirements of the scheme described in this section shall supplement all other terms and conditions of the Agreement.

4.1. Implementation of the network to be done as per broad framework/technical specifications specified by DoT/USOF. Any deviations from Technical Specifications needs to be approved by DoT/USOF. Network so designed shall not only meets the current requirement but also have provisions to accommodate futuristic requirements within overall umbrella of the technical requirements approved by the DoT.

4.2. Technology neutral approach

4.2.1. BSNL shall ensure that implementing agencies select the best appropriate technology, compliant with relevant ITU-T/IEEE/IETF/IEC/TEC standards, as applicable, to meet the deliverables of the scheme. In no case, the technology used should be proprietary one. The DoT/USOF may call for such documentary evidences ensuring the compliance with the prescribed standards, as applicable, from accredited test labs/designated agencies at the time of verification and testing.

4.2.2. The selected technology should be capable of interfacing with existing national long distance and Inter-District HQs networks for transport of all types of digital traffic with various data rates and formats and/or protocols from source to destination location as per the requirement and demand. The deployed equipment should be inter-operable and meet open standards both on the optical line and drop-insert/ingress-outgress ports side. It should be modular and support expansion in bandwidth capacity on interface side as well as optical line side through add-on hardware and/or software.

4.2.3. Necessary specifications are to be drawn from the available standards as per TEC-GRs for various items to be procured under BharatNet project complying with industry standards and ITU guidelines.

4.3. Deliverables

4.3.1. BSNL shall deploy appropriate transport technology equipment at each node ensuring each Block/Gram Panchayats/Villages to have a minimum bandwidth as specified by USOF/DoT.

4.3.2. The bandwidth shall be conforming to ITU-T Standard and performance level for availability of the OFC network as per Performance Level requirement given in different sections in this agreement.

- 4.3.3. The OFC network shall have the capability to efficiently transport various protocols, conforming to ITU-T rates and standards to facilitate maximum utilisation by stakeholders.
- 4.3.4. BSNL will ensure that at each node implementing agencies provide equipment with tributary/interface/ add-drop modules of required capacity and type on demand, for transport of rural/remote traffic.
- 4.3.5. BSNL shall ensure timely procurement, installation, up-gradation of existing OFC Equipment & OFC Cable with accessories and all related items and testing and commissioning of the BharatNet is done as per USOF/DOT Guidelines, available standards of TEC-GRs and compliance to industry standards and ITU guidelines.
- 4.3.6. BSNL shall build, operate and manage the BharatNet through professional agencies to meet the deliverables of the scheme, which shall include, but not limited to, Project management, Survey, Design & Engineering, Procurement, Installation, Testing, Integration, Trial run and Commissioning of all equipment & cables and related works, including electrical and civil works, preparation of the related drawings as well as taking all necessary permissions/approvals. BSNL shall abide by all the clauses of the tripartite MoU signed/to be signed with State Governments.

4.4. Specifications and network features ensuring deliverables of the scheme

4.4.1. BSNL shall deploy the equipment and its associated devices with the following features:

- i) Scalability: The BharatNet network and the equipment should be technologically as well as capacity- wise scalable, compatible and flexible so as to support the future bandwidth and service needs, to carry and route all traffic protocols. Each Gram Panchayat/Villages should have specified minimum bandwidth and expandable as and when required.
- ii) Connectivity requirements: The network and equipment should meet service provider's connectivity needs as per ITU-T standards.
- iii) Network Management System: The NMS shall manage the multi-service OFC transport system by an integrated and open standard interface so that it can interconnect with other vendor's systems also. The NMS shall provide the capability to monitor, configure, re-configure and control the network elements including fibre of the telecommunication network from a centralized location.
- iv) BSNL shall deploy the equipment after conducting the Quality assurance testing from its Quality assurance wing. QA charges will be part of project cost of implementing agency.

4.5. Installation, Laying and Construction Specification

BSNL shall adopt standard practice of installation, laying and construction while executing the project.

4.6. Responsibility of BSNL

4.6.1. BSNL shall bring to the prior notice of Administrator USOF, any deviation in meeting any of the deliverables and specifications, as prescribed.

4.6.2. At Gram Panchayat/Village level, BSNL shall ensure sufficient battery capacity to provide 24X7 services taking in to consideration the availability of electricity and sunlight. GPs/villages sites where electricity is not available shall be brought to the notice of the respective LSAs for taking up with the State government agencies.

4.6.3. BSNL shall obtain all necessary statutory clearances, including custom clearance, excise, octroi clearances, environmental clearances, etc. from central/state/local authorities, regulatory bodies, statutory bodies of the central/state Government, municipality, highway authority, electrical utilities, forest department, gas authorities, pollution board for clearance for DG set operation and any environmental clearances, and any other clearances, if required. BSNL shall abide by all the clauses of the tripartite MoU signed/to be signed with State Governments.

4.7. **Quality of service parameters**

4.7.1. BSNL to ensure SLA of 99% network uptime for internet leased line (ILL) at the block level. Suitable penalty provisions to be included for ensuring the SLA.

4.7.2. The Quality-of-Service parameters (QoS) for lease bandwidth, as prescribed by TRAI, shall be applicable.

4.7.3. BSNL shall ensure provision of bandwidth on lease to the services providers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. BSNL shall adhere to such QoS standards and provide timely information as required therein.

4.7.4. The Administrator may carry out performance tests either directly themselves or through Designated Monitoring Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. BSNL shall ensure to provide access and other support, including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service.

4.7.5. BSNL shall keep a record of equipment installed at the stations, OFC cable provided for connecting, and lease bandwidth provided from, the node installed under the scheme. BSNL shall maintain faults and rectification reports of the nodes, OFC cable and other related items of the transport network such as Battery, Power Plant in respect of the bandwidth, provided to the service provider on lease, which will be produced before the Administrator as and when and in whatever form desired.

4.7.6. BSNL 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.



4.7.7. Proper arrangement should be ensured by BSNL for reporting/booking service-related complaints.

4.8. Inspection and tests

- 4.8.1. The Administrator or his representative or the agencies authorized (Independent Engineer) shall have the right to inspect and test the network bandwidth created in the OFC transport network for leasing as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the Network Bandwidth created in the OFC transport network by implementing agencies, all reasonable facilities and assistance like testing instruments and other test gadgets including, access to drawings and other details, shall be furnished to the Independent Engineer/designated agency at no charge to the Administrator.
- 4.8.2. Should any inspected or tested components of the OFC transport network fail to conform to the specifications, the Administrator may reject them and BSNL shall get it rectified through implementing agencies either by replacing the rejected components of the infrastructure or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.
- 4.8.3. If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, the IE/Designated Agency shall give notice to BSNL setting forth details of such defects or failure and BSNL shall get it rectified through implementing agencies and 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 BSNL through implementing agencies free of all charges at site.
- 4.8.4. Nothing in the Clause above shall, in any way, release BSNL from any warranty or other obligations under this Agreement.



SECTION-V

FINANCIAL CONDITIONS

- 5.1 The balance work related to BharatNet Phase-I and Phase-II including State-led models will be funded as per the earlier Cabinet approval dated 19.07.2017 for sanctioned amount of ₹ 42,068 crore (excl. of taxes) to connect 2.5 lakh GPs, Last Mile Connectivity and O&M as per extant agreements/arrangements.
- 5.2 For the amended BharatNet program, the Cabinet has approved a total outlay of ₹ 1,39,579 crore (inclusive of GST) to be funded from USOF inclusive of three years for creation and upgradation of network along with ten years for operations and maintenance and providing 1.50 crore home fibre connections (including State led BharatNet) in five-year period along with incentivizing BSNL by ₹1,000 per operational connection. Accordingly, USOF would fund the Capital Expenditure (Capex), Cost of Operating Expenditure (Opex), Subsidy for Utilization, NOC expenses, Satellite bandwidth expenses etc as per the above Cabinet approval.
- 5.3 BSNL shall act as the single Project Management Agency (PMA) with overall responsibility inter-alia including bandwidth provisioning at Block level, selection of professional agencies through competitive bidding for construction, upgradation, O&M and utilization of BharatNet network. BSNL will be paid 1.25% of the basic Capex and Opex as charges for PMA functions.
- 5.4 The proposed costs are estimated costs and actual disbursed amount would be based on market discovered costs through open bidding process in all cases, except in case of resources to be assigned by BSNL on nomination basis, such as ILL at Block level.
- 5.5 Till the time of merger of BBNL with BSNL, the existing agreements/arrangements for BharatNet Phase-I and II between USOF and BBNL shall continue. Post-merger, the same will be subsumed under this umbrella agreement.
- 5.6 The BSNL shall act as the custodian of BharatNet assets which are owned by USOF. The telecom assets created under BharatNet Phase-I & II and handed over to BSNL for utilization are to be maintained by BSNL through professional agencies.
- 5.7 The total funding to be provided by USOF to BSNL under this Agreement shall be restricted to Rs. 42,068 crore (exclusive of GST, octroi and local taxes) for

Phase 1 & 2 and Rs.1,39,579 crore (inclusive of GST) for Amended BharatNet program. However, this amount shall be revised as per actual costs arrived through open and competitive bidding and approved by the competent authority at DoT/USOF, subject to total outlay of Rs 1,39,579 Crores (inclusive of GST) as approved by Union Cabinet.

5.8 Funding for BharatNet Phase I & II

- i) The financial conditions for the BharatNet Phase-I and II shall be as per the extant agreements between USOF and BSNL/BBNL for the respective projects.
- ii) Till the merger of BBNL with BSNL becomes effective, USOF shall continue to discharge its financial obligation to BBNL for BharatNet –I and II. After the merger becoming effective, the funding from USOF for BharatNet Phase-I&II will be to BSNL as an advance as per DoE guidelines dated 09-03-2022 and any subsequent amendments for BharatNet Program.

5.9 Funding for Amended BharatNet Program

The Component-wise funding as approved by Cabinet is as below which includes funding to States under State led model also

<i>Figures in crore</i>		
Sr. No.	Items	Estimated cost
1	Basic Capex (A)	40,708
2	Administrative Expenses & Establishment Charges (AE&EC) @ 1.25% of Basic Capex (B)	509
3	Quality Assurance (QA)/Independent Engineer (IE) @1% of basic Capex (C)	408
4	Contingency @3% of Basic Capex (P)	1,222
5	Total Capex (D=A+B+C+P)	42,847
6	Opex (E)	48,115
7	Administrative Expenses & Establishment Charges (AE&EC) @ 1.25% of Basic Opex (F)	602
8	Total Opex (G = E+F)	48,717
9	Total Administrative Expenses & Establishment Charges (B+F)	1,111

<i>Figures in crore</i>		
Sr. No.	Items	Estimated cost
10	RoW charges (I)	407
11	Total Project Lifecycle Cost (J= D+G+I)	91,971
12	Last mile connectivity at 3.8 lakh villages (K)	6,079
13	Cost (Subsidy –) for providing 1.5 crore FTTH connections (L)	14,686
14	<i>Incentive to BSNL for 1.5 crore FTTH connections (Z)</i>	1,500
15	Cost for O&M and FLM for BharatNet Phase-I network (M)	4,355
16	Satellite BW charges for VSAT connectivity (N)	1,165
17	New centralized NOC - DC/DR for BharatNet network (O)	1,000
18	Total (Q = J+K+L+M+N+O+Z) – excluding GST	1,20,756
19	Total Cost – including GST @18% of (Q-L-Z)	1,39,579

5.10.1 CAPEX

- i) The schedule of release of funds under CAPEX would be consistent with the approved cost. The schedule for release of funds advance to BSNL 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.
- ii) The formats for requisition of fund under CAPEX would be prescribed subsequently.
- iii) The funds to BSNL will be transferred on assignment basis through the PFMS Treasury Single Account system.
- iv) The project cost shall be paid by USOF centrally after issuing of Purchase Orders by BSNL to its vendors and as per the terms and conditions of the Purchase Order of BSNL with its vendors.
- v) The payment to BSNL shall be contingent on the availability of tendered discovered cost for the said component.
- vi) The mobilization advance for tendered items shall be released by USOF HQ as per tender conditions.
- vii) Adjustment of mobilization advance and subsequent payment shall be released as per the tender conditions of BSNL.




- viii) Any excess or short payments shall be settled in the following year based on the quarterly statements duly certified by the statutory auditors of the BSNL.
- ix) The project will be funded by USOF on total cost basis (inclusive of GST) with 1.25% of basic capex as Administrative expenses and Establishment charges (AE&EC). GST on AE&EC shall be paid as per invoice/advance receipt voucher raised by BSNL.
- x) Quality assurance (QA)/Independent Engineer (IE) shall be paid @ 1% of basic capex. GST on QA/IE charges shall be extra.
- xi) Contingency @3% of basic capex shall also be paid along with GST.
- xii) ROW charges shall be paid as per actuals.
- xiii) BharatNet shall be expanded beyond the 2.64 Lakh GPs on demand basis. A provision of ₹ 1.6 Lakh per village is kept for laying the fibre from the nearest GP to that village or using any efficient alternate last mile technology. Detailed guidelines in this regard will be issued separately.

5.10.2 Operations and Maintenance (O&M) works

- i) The BSNL shall act as the custodian of BharatNet assets which are owned by USOF. The telecom assets created under BharatNet Phase-I and II and handed over to BSNL for utilisation are to be maintained by BSNL through professional agencies till it is handed over to project implementation agencies of amended BharatNet program.
- ii) The schedule of release of funds under OPEX would be consistent with the approved cost. 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.
- iii) The formats for requisition of fund under CAPEX would be prescribed subsequently.
- iv) The funds to BSNL will be transferred on assignment basis through the PFMS Treasury Single Account system.
- v) The project cost shall be paid by USOF after issuing of Purchase Orders by BSNL to its vendors and as per the terms and conditions of the Purchase Order of BSNL with its vendors.
- vi) The project cost shall be paid after issuing of Purchase Orders and as per the terms and conditions of the Purchase Order of BSNL with its vendor.
- vii) The payment to BSNL shall be contingent on the availability of tendered discovered cost for the said component.
- viii) The mobilization advance for tendered items shall be released by USOF HQ as per tender conditions.
- ix) Adjustment of mobilization advance and subsequent payment shall be released as per the tender conditions of BSNL.
 - a. The project will be funded by USOF on total OPEX cost (inclusive of GST) with 1.25% of basic Opex as Administrative expenses and Establishment charges (AE&EC). GST on AE&EC shall be paid as per

invoice/advance receipt voucher raised by BSNL. AE&EC will be released along with payments to BSNL.

- b. The SLA and penalty provisions will be decided and notified by USOF separately for the Amended BharatNet program.

5.10.3 Payment towards Fiber Leasing charges

- i) BSNL shall provide the dark fiber from its Underground Optical Fiber and /or Aerial Optical Fiber as the case may be at the rate of Rs.18,000/- per fibre Km per Annum. Taxes as applicable will be paid.
- ii) In case multiple fibres are leased in the same cable, the additional fibres shall be considered for payment at the rate of Rs. 15,000 per fibre per Km.
- iii) BSNL shall provide discount @ Rs. 10,000/- per OFC route Km (Route Km) handed over to PMA / FMA in case of O&M of the same is reimbursed by USOF. No discount is applicable in case of fibre not handed over to PMA / FMA.
- iv) Initially, the payments towards Fibre leasing charges (with GST) shall be made to BSNL for one quarter as advance by USOF. This advance equal to one quarter of fibre lease charges shall be adjusted / refunded in the last quarter of the same financial year in respect of fibre lease charges. Subsequently, advance for first quarter for the new financial year shall be made to BSNL and adjusted/refunded in the last quarter of financial year on the same lines as above.
- v) The billing of fibre lease charges will be done by BSNL at the beginning of each quarter in advance and will be submitted to O/o respective CCA.
- vi) The payment towards fibre leasing charges shall be made on quarterly basis on receipt of advance bills within 60 days of submission of requisite invoices and documents, subject to submission of invoice complete in all respect.
- vii) No AE & EC shall be payable to BSNL for this head of expense.
- viii) Head of BharatNet vertical in each circle/state will be final authority to decide the fibre km for billing purpose.
- ix) In Amended BharatNet program, all BSNL fiber is proposed to be replaced with new fiber. The payment of lease charges to BSNL owned fibres shall be accordingly accounted based on the progressive replacement by BSNL.

5.10.4 Payments of Space & Infrastructure charges

- i) The charges for space and infrastructure at every BharatNet OLT/Block level infrastructure under amended BharatNet program will be as per the classification of cities / towns vide Govt. of India Department of Expenditure O.M. No. 2(13)/2008-E.II (B) dated 29.08.2008 and modified vide Govt. of India Department of Expenditure O.M. No. 2/5/2017-E.II(B) dated 07.07.2017.

- ii) Initially, the payments towards Space & Infrastructure charges (inclusive of GST) shall be made to BSNL for one quarter as advance by USOF. This advance equal to one quarter of Space & Infrastructure charges shall be adjusted / refunded in the last quarter of the same financial year in respect of Space & Infrastructure charges. Subsequently, advance for first quarter for the new financial year shall be made to BSNL and adjusted/refunded in the last quarter of financial year on the same lines as above.
- iii) The billing of Space & Infrastructure charges will be done by BSNL at the beginning of each quarter in advance and will be submitted to O/o respective CCA.
- iv) The payment towards Space & Infrastructure charges shall be made on quarterly basis on receipt of advance bills within 60 days of submission of requisite invoices and documents, subject to submission of invoice complete in all respect.
- v) Any adjustment/credit due to service level prescribed under this Agreement for each quarter will be reflected in the bills of next to subsequent quarter. For example, the credit due to service level as per Agreement for the 1st quarter will be given in the bills of 3rd quarter.
- vi) The adjustment/credit amount along with SLA details as per service level will be duly certified/ approved by BharatNet BA head/ a GM level officer posted at circle office executing this task.
- vii) No AE & EC shall be payable to BSNL for this head of expense.
- viii) Charges towards Building Space

S.N.	Classification of cities/ towns*	BSNL rate of Charges as on 01.04.2023*	Discount	Round off Charges w.e.f 01.04.2023 (Rs. Per annum per bay)
1	X	2,33,949	20%	1,87,159
2	Y	1,81,961	20%	1,45,569
3	Z	1,01,091	20%	80,873

*The rates are based on BSNL tariff circular issued for every financial year and will be enhanced by 10% in every financial year. GST as applicable will be extra.

ix) Miscellaneous Infrastructure Charges

S.N	Classification of cities /towns*	BSNL rate of Charges as on 01.04.2023 *	Discount	Round off Charge s w.e.f. 01.04.2023 (Rs. Per annum per bay)
1	X	11,23,218	20%	8,98,574

2	Y	10,10,896	20%	8,08,717
3	Z	7,58,170	20%	6,06,536

*The rates are based on BSNL tariff circular issued for every financial year and will be enhanced by 10% in every financial year. GST as applicable will be extra. In case DC power requirement will be more than 10A per transmission bay, then proportionate increase will be applicable. Other terms and conditions remain same.

- x) BSNL shall maintain the OLT infrastructure/Block level infrastructure under amended BharatNet program for at least 99% of time, on monthly basis. For below 99% uptime, the payment shall be made on pro-rata basis in infra service charges (i.e. Monthly Charges multiplied by Percentage of Monthly Uptime).
- xi) No payment shall be paid for OLT infrastructure//Block level infrastructure under amended BharatNet program service charges, where uptime of an OLT/Block level infrastructure under amended BharatNet program is below 80% for that month.
- xii) BSNL shall submit the circle-wise claim for each quarter along with supporting documents within 30 days of the end of the quarter to the respective CCAs.
- xiii) Subsequent to the submission of claim by BSNL, the respective CCA offices shall settle claims of BSNL on quarterly basis, based on claim statement and certified (by Bharatnet circle head) supporting documents for SLA, penalties and incentives, within 60 days from the date of receipt of claim from BSNL.

5.10.5 MPLS VPN / IN-BAND Links charges

- i) BSNL shall provide 2 MBPS MPLS VPN / INBAND link(s) connectivity from BharatNet OLTs to NOC/ Data Centre end for monitoring / management of the OLTs in the Network operating Centre (NOC) at Delhi and Bengaluru.
- ii) BharatNet vertical shall take MPLS VPN / INBAND link(s) connectivity from BSNL, as and when required, which shall be provided by BSNL within 4 weeks of application.
- iii) The existing links which are operational for BharatNet ph – I & II will be covered under this agreement. Every link provisioned/migrated in this new agreement shall have minimum commitment period of 1 year from commissioning/migration date of respective link. The capacity of already taken 2 MBPS links may be augmented to higher bandwidth as per requirements.




iv) BSNL has provided plain MPLS link with Ethernet Output (Electrical) for each link. BSNL has to provide any media convertor / CPE required for Ethernet output. Ownership and maintenance of such hardware will be with BSNL.

- a. For every existing and new link, the charges to BSNL for MPLS VPN / INBAND link(s) shall be paid at the prevailing BSNL card rate for MPLS VPL links (Gold plan applicable on 1st day of April of every Financial year. There will be additional 15% SLA charge on standard rate of BSNL MPLS GOLD. Further, charges for media convertor /CPE/ONT shall be additional if the equipment is required to be installed at any site to meet special requirement.
- b. If provisioning of link involves special construction work, VSAT, Satellite back-haul (IDR), RF system etc, additional charges for the same shall be applicable as per standard tariff of BSNL.
- c. For ready reference, BSNL standard MPLS GOLD card rate as on 01-04-2023 is as below. In case of any difference /other bandwidths/ other services/ hardware etc., whatever is given in BSNL tariff circular shall be final.

(Amount in Rs.)

SN	Bandwidth	Annual MPLS charges per link (GST Extra)	Annual SLA @15% per link (GST Extra)	Total Annual Charges per link (GST Extra)
1.	2 Mbps	1,25,000	18,750	1,43,750
2.	8 Mbps	3,80,000	57,000	4,37,000
3.	34 Mbps	7,40,000	1,11,000	8,51,000
4.	50 Mbps	9,00,000	1,35,000	10,35,000

- a. Service Level: BSNL shall maintain the uptime of MPLS VPN Links under this agreement for at least 99% of time, on quarterly basis. No deduction shall be made for up to 99% uptime. For below 99% uptime, the payment shall be deducted on pro-rata basis ie (Yearly Charges/4xPercentage Quarterly Downtime). The SLA deductions of a Financial Year shall be recoverable from the Annual advance payment to be made for subsequent Financial Year bills raised by BSNL. The deduction for fall in uptime for a link will be on the basis of charges (ie. MPLS GOLD card rate + 15% SLA charges only excluding IDR, CPE, taxes etc.). For example, if uptime of a link is 90%, SLA deduction shall be equivalent 10% =100%-90%) of such charges of respective link.
- b. Downtime during conversion of MNS MPLS links into MPLS GOLD/INBAND links shall not liable for any type of deduction.

- c. Unreachability of OLTeS from BharatNet NOC due to routine maintenance (if intimated to BharatNet NOC in advance), OLTeS faults and its power issues shall not be counted in downtime for MPLS links.
- d. Uptime report of MPLS links generated by BharatNet NOC shall be final for both parties and access of that NOC portal may be provided to BSNL. BSNL may utilize services of its empanelled MNS partner/System Integrator/ RIM services for maintenance of SLA of these MPLS links.
- v) Commissioning acceptance date of links for billing purpose will be from date when first time OLTE gets visible in BharatNet NOC. Delays in reachability of OLTeS in BharatNet NOC due to non-configuration of OLTeS, if any, reported by BSNL will be treated as special case and DOC will be decided with mutual consent.
- vi) Advance Payment: USOF shall pay to BSNL an advance payment at time of booking which shall be equivalent to one (1) year's charges based on demand note from BSNL circles.
- vii) Billing and payment: Annual advance bills for MPLS VPN/ INBAND Links for all Links of BharatNet provided for connectivity with NOC will be billed in advance in the month of March each year for subsequent FY in the name of USOF to respective CCA office which will be settled and paid within 21 days from issue of bills.

5.10.6 BharatNet Utilization and Monetization

- i. As per Cabinet approval dated 04.08.2023, BSNL will be paid Subsidy for provision of home fibre connections against earmarked targets for BSNL and will be governed through a separate agreement with BSNL.
- ii. In order to utilize and monetize the assets created under BharatNet in an optimal manner by way of dark fiber leasing and bandwidth leasing, BSNL will act as a partner to USOF.
- iii. BSNL, being custodian of BharatNet Assets, shall encourage optimal utilization of Dark fiber and Bandwidth leasing in a non-discriminatory manner to the prospective customers. The Tariffs in this regard will be finalised by USOF in consultation with BSNL with a view to maximise utilisation.
- iv. The role of BSNL will be as under,
 - a. Sales and Marketing of BharatNet Assets
 - b. Developing a portal for lead registration and providing complete interface to the customer with BSNL/USOF/CCA
 - c. Customer complaints handling and redressal.
 - d. Submission of Feasibility reports
 - e. Providing relevant Data to CCA for billing to the customer as per the detailed SOP to be issued separately.
- v. On behalf of USOF, CCA office in each circle shall be the Billing Authority. Bills will be raised to the customer in the name of USOF based on the Feasibility

report and commercial information submitted by BSNL. The collection of revenues will be through online portal only.

- vi. In order to incentivize BSNL to ensure efficient utilisation of BharatNet assets, an enhanced revenue share will be provided for increased Utilization.
- vii. Revenue sharing between BSNL & USOF of the realised revenues in lieu of functions performed by BSNL as indicated at 5.11.6 (iv) above will be as under:

- a. For dark fiber utilization computed as a ratio of Fiber Km to Route Km calculated on Circle level (as per SOP).

Utilization	Revenue sharing (BSNL:USOF)
>100%	75:25
>=75 % and <=100%	65:35
>=50 % and <75%	60:40
>=25 % and <50%	55:45
<25%	50:50

- b. For Bandwidth leasing, between block to GP/village, the revenue sharing will be 50% of the realised revenues.
- viii. The arrangement between USOF and BSNL in respect of monetization of BharatNet assets shall be reviewed periodically by USOF.

5.11 Manpower cost and office expenses

- i) BSNL shall be responsible for taking over all the works and responsibilities of the BBNL for project execution, O&M and utilization of the BharatNet. A separate BharatNet vertical shall be created in BSNL for BharatNet works/activities as envisaged in this agreement. BSNL shall post exclusive manpower at Corporate/Circle and field levels for various functions of project implementation, O&M and utilisation. A report on the manpower deployed shall be submitted to USOF as and when required.
- ii) Post merger, all employees, who are on the payrolls of the BBNL shall become employees of BSNL with effect from effective date, without any interruption of service as a result of amalgamation.
- iii) The Cabinet note on BBNL and BSNL merger stipulates that there is no additional financial implication in merger of BBNL and as per present arrangement of USOF with BBNL, BSNL shall continue to be funded from USOF for meeting the obligation of BharatNet project. In view of this, the expenditure funding provided to BharatNet vertical of BSNL will be limited to sanctioned strength of BBNL as approved by DOT.
- iv) The funding for BharatNet vertical shall be governed as per the existing quadripartite agreement between DoT, USOF, BBNL and BSNL dated 16.11.2022 and same shall continue till 31.03.2024 only. No separate funding to BSNL towards manpower costs shall be made other than A&EC

charges and other incentives etc as approved by Union Cabinet approval dated 04.08.2023 after 31.03.2024.

- v) The accounting of this funding of BharatNet vertical shall be maintained separately in ERP system of BSNL and BSNL will certify that there is no duplication in this regard.

5.12 Release of Funds:

- i. The assignment limit to RBI will be approved by Administrator on a quarterly basis. Subsequent approval of assignment limit in the next quarter will be done after submission of package-wise and component-wise Utilization Certificate by BSNL in the prescribed format. The payment may be effected centrally or circle-wise to BSNL, as the case may be.
- ii. Disbursement of claims 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), as the case may be.
- iii. **BSNL as the Central Nodal Agency (CNA) for PFMS**
 - a) As per the guidelines of DoE, MoF, the BharatNet Scheme will be implemented through Treasury Single Account (TSA). This will ensure that the funds of this scheme is released "Just-In-Time" from the Consolidated Fund of India (CFI).
 - b) BSNL shall be designated as the Central Nodal Agency (CNA). Other agencies involved in implementation of the scheme down the ladder, which get funds from the CNA, these Implementing Agencies (IAs) shall be notified as Sub-Agencies (SAs) of the CAN.
 - c) CNA will open an account with the Reserve Bank of India (RBI) in eKuber. Even in cases where CNA is already registered in the TSA module and has a bank account in e-Kuber for some other grant, it will open separate account in e-Kuber for funds to be provided under this Central Sector Scheme.
 - d) The SAs of the CNA shall also open scheme-wise bank accounts with RBI in e-Kuber in line with the requirements
 - e) The relevant details of all the accounts of the CNA and SAs opened with RBI shall be mapped in the TSA module of PFMS as per the extant guidelines on TSA
 - f) In respect of funds of Central Sector Schemes, the CNA and SAs shall not open/operate/ park funds in any other bank account except under the provisions made in these guidelines.
 - g) All these accounts in RBI will be "Assignment Accounts". A limit up to which expenditure can be incurred by the CNA/ sub-agencies shall be assigned to these accounts from time to time by the Pay and Accounts Offices (PAOs) concerned of DoT/USOF/CCA through PFMS.
 - h) CNAs & SAs shall adhere to all due process while incurring expenditure from the assignment limit sanctioned through PFMS. CNAs shall also




ensure that sufficient limit is available in the relevant account before issue of assignment to SAs.

- i) The system will be digital and fully online on PFMS with no physical flow of assignments to RBI or expenditure by CNAs/SAs on assignment basis. The electronic file containing a unique sanction ID and necessary details of the sanction order will travel directly from PAO to RBI and concerned CNAs
- j) Unutilized assignments will lapse to the Government at the close of the Financial Year as per the extant norms of Budget execution and will not be available to the CNAs /SAs for expenditure in the next financial year. In PFMS too, all e-assignments/e-sub assignments shall cease to exist after the close of financial years and shall be flushed out from the system as per the current practice in TSA module.
- k) In respect of some transactions like payment of TDS, Income Tax and GST, Opening of Letter of Credit in favour of foreign suppliers, scholarships to foreign students not having account in India, and payment of salaries of the month of March to be paid in 1st week of April, CNAs/SAs may utilize the services of their existing account at commercial banks. They may transfer funds "just in time" to the extent required for meeting such transactions. However, in no case the money transferred under this provision will be parked in a Commercial Bank beyond a period of two weeks.
- l) Unutilized amount of past releases under the scheme available in the bank account of CNA & SAs shall be deposited in the Consolidated Fund of India.

iv. **Miscellaneous**

- a) All tax compliances will be done by BSNL on behalf of USOF under USOF PAN/TAN/GSTIN/ GST TDS. BSNL will make payment to the Professional Agencies upon authorization by USOF. Amount to be received from USOF will be Project Management charges (PMC) and Pass through charges to PAs for which BSNL shall issue Tax Invoice separately for its project management charges (PMC) along with GST besides submitting the claim statement for goods or services received in the name of USOF. The successful bidder will raise invoice in the name of USOF.
- b) BSNL shall create separate Business area in existing ERP system in each Circle as well as at Corporate office for BharatNet. The accounting records like receipts, inventory, work in progress, liability etc shall be maintained in BSNL ERP for amended BharatNet scheme.
- c) Separate bank accounts for handling the receipts and payments for BharatNet shall be ensured by BSNL.
- d) Post-payment verification: There shall be a mechanism of verification of payments done centrally by USOF to BSNL as CNA, by USOF/CCA, on need basis, to ensure payments are done as per the agreement conditions and extant guidelines of USOF/DoT and the Bharatnet assets created/utilized on behalf of USOF are properly accounted for.

- e) Annual Audit: The aforesaid requisition of fund by BSNL 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 to be filed with the Administrator USOF within 7 (seven) calendar days of the date of signing the audit report but not later than 30 September of the following year.
- f) No interest shall be payable for any short/late payment made to BSNL by the Administrator USOF.
- g) 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.
- h) 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.
- i) 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.
- j) 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.

v. Maintenance and Supply of Records:

- a) 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 BharatNet.
- b) BSNL shall invariably preserve all accounting records and other records (electronic as well as hard copy) for a period as prescribed under Government guidelines. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give cause for cancellation of the Agreement.
- c) 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.

vi. Monitoring Mechanism

- a) The progress of the works shall be monitored through the Centralised Network Operating Centre (NOC) and the access to the same shall also be provided to USOF or any designated agency. The reports shall be made available as required or as required by DoT/USOF. BSNL shall provide necessary data / progress reports / funds utilization reports or any other reports whenever required by DoT/USOF.

- b) BSNL shall provide access and integrate NOC, NMS and relevant IT systems with USOF PMIS tool.
- c) Right to Inspect: USOF shall have the access to all physical and financial records and systems pertaining to the work at all times. All signatories to this Agreement shall facilitate the inspection of the project assets by and verification of records/systems by USOF or any designated agency to ensure proper utilization of the funds disbursed. The physical progress of work along with relevant financial details of the project will be required to be submitted on a monthly basis through online reporting system.

5.13 ASSET MANAGEMENT

- i. The assets so created under BharatNet will be National asset owned by USOF accessible on a non-discriminatory basis to all Service Providers. BSNL shall provide non-discriminatory access to service providers for utilising the BharatNet assets such as leasing of dark fiber, bandwidth, fiberization of towers, etc.
- ii. Maintenance of Asset Register at USOF: The details of the assets which are capitalized and also the details of CWIP shall be included in the Asset Register maintained at USOF. BSNL, being the custodian of the Asset, shall capitalize the assets as per terms and conditions and submit the details to USOF for updation of the Assets Register. The Asset register shall be included in the Online tool/PMIS of USOF and BSNL shall integrate the NOC/NMS to USOF online tool for seamless updation of asset register.
- iii. A detailed SOP delineating the methodology for management, accounting, maintenance of assets register, details of monetized assets, etc will be issued by USOF separately.



SECTION-VI

COMMERCIAL CONDITIONS

- 6.1 This Agreement with the Administrator USOF, shall be subject to the terms and conditions of the Registration/Certificate/License conditions for Infrastructure Providers Category-11 (IP-11) BSO (Basic Services) CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees) NLD (National Long Distance) License issued by DoT as applicable.
- 6.2 BSNL shall not charge tariffs higher than the tariff as per TRAI Orders / Regulations/ Directions issued with regard to such service in rural areas from time to time from the customers users for the service. BSNL shall submit a self-certification to this effect on quarterly basis.
- 6.3 The Tariff Plans for provision of bandwidth at Gram Panchayats, dark fibre leasing, etc. shall be submitted to the Administrator for approvals.
- 6.4 Liability/risk of default/misuse/misappropriation of bandwidth provided under the agreement will be the responsibility of BSNL.
- 6.5 BSNL shall give wide publicity to the scheme by way of appropriate marketing tools such as media advertisements, road-shows, banners, display boards, etc.
- 6.6 BSNL shall provide single window interface to the customer for all pre as well as post provisioning activities such as booking, provisioning and handling the complaint.
- 6.7 BSNL shall evolve suitable procedures to ensure that the bandwidth capacity is utilized to the fullest extent and is made available to all eligible Service Providers in non-discriminatory manner and not monopolized by any one of the Service Providers.
- 6.8 BSNL shall give wide publicity to the present scheme and place detailed information about the capacity being offered for sharing on lease and the prescribed rates in the public domain including its website. This information shall include, inter-alia, location of the physical sites, network elements available for sharing, pricing, technical conditions related to sharing of bandwidth capacity, ordering and provisioning procedures, maintenance and repair procedures, usage restriction, equipment characteristics and restrictions, security issues, safety standards, rules for allocation where space is limited, conditions for



Service Providers to inspect sites available, lead time to provide services, service level Agreements, billing, faulty, repairs, compensation etc.

6.9 SERVICE LEVEL AGREEMENTS

6.9.1 BSNL shall enter into Service Level Agreements (SLA) with the Service Providers for bandwidth hired from it.

6.10 BSNL shall maintain, State-wise list of all the registered Service Providers for bandwidth, which should be provided from the effective date of the Agreement.

6.11 The Administrator shall not be responsible or liable for any default of Service Providers/non-payment of lease-charges by them for the bandwidth provided under the Agreement BSNL shall make necessary arrangements to safeguard its interests in such an event.



SECTION-VII

DEFINITIONS

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 **ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.
- 7.2 **AGREEMENT** shall mean the Agreement signed by BSNL with the Administrator, related to BharatNet for provision of Broadband connectivity to the Gram Panchayats/Villages to be executed by BSNL.
- 7.3 **EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 7.4 **LICENSE** means a License granted or having effect as if granted under Section 4 of the Indian Telegraph Act 1885 and Indian Wireless Act 1933.
- 7.5 **SERVICE AREA** means the territorial jurisdiction as specified under the Basic Service Licence except the areas that may be notified to be excluded from time to time.
- 7.6 **TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 7.7 **USO** means Universal Service Obligation as enunciated in Indian Telegraph Act and the Rules framed there under.
- 7.8 **USO FUND** means the fund established under Indian Telegraph (Amendment) Act, 2003, Indian Telegraph (Amendment) Act, 2006 and Rules framed there under.
- 7.9 **CCA** means Controller of Communications Account.
- 7.10 **LSA** means the 22 Licensed Service Areas (LSA). These LSAs are headed by Advisor or Sr. DDG level officers.
- 7.11 **BharatNet**: BharatNet is a flagship scheme of Govt. of India implemented under a phased manner to provide broadband connectivity to all Gram Panchayats (approx. 2.6 lakh) in the country. The scope of the scheme has been expanded up to all inhabited villages.
- 7.12 **BharatNet Phase-I**: The Union Cabinet approved (25.10.2011) the project for creation of National Optical Fibre Network (NOFN/now BharatNet) to provide Broadband connectivity for connecting Block Headquarters (BHQs) to Gram Panchayats (GPs) by

using existing fibre of Central Public Sector Undertakings (CPSUs) – Bharat Sanchar Nigam Limited (BSNL), RailTel Corporation of India Limited (RailTel) and Power Grid Corporation of India Limited (PGCIL) and laying incremental fibre to bridge the connectivity gap up to the GPs. The incremental Optical Fibre Cable (OFC) so laid was to be owned by the Government and the ownership of the existing fibre was to be continued to be vested with the existing owners. Bharat Broadband Network Limited (BBNL) was incorporated on February 25, 2012 as a Special Purpose Vehicle (now to be merged with BSNL) for the execution, management and operations of NOFN. This was considered as Phase-I of BharatNet. The Phase-I was completed in December, 2017 with the implementation of over 1 lakh GPs. Subsequently, the scope of Phase-I was expanded to 1.25 lakh GPs (Revised Work-front Phase-I) as per the Cabinet approval of July 19, 2017.

7.13 BharatNet Phase-II: On 19.07.2017, the Union Cabinet approved a modified strategy for BharatNet, which integrates the implementation experience of Phase-I of the project and aligns it with the vision of Digital India. The modified strategy provides an optimal mix of media (OFC/ Radio/ satellite) to connect Gram Panchayats (GPs), each GP to be provided with up to 1 Gbps bandwidth (on wired media), laying of fresh fibre between GPs and Block, multiple implementing Models-State-led Model, Private Sector and CPSU Model, along with Last Mile connectivity in GPs through Wi-Fi or any other suitable broadband technology.

7.14 Amended BharatNet program: This is the revised BharatNet scheme as approved by Union Cabinet on 04.08.2023 for extending the scope of BharatNet to all 6.4 lakh inhabited GPs/villages, with project to be implemented across 28 states and 6 UTs, including upgradation of existing network of BharatNet Phase-I and Phase-II, build the network in uncovered GPs, and O&M for 10 years. The approval, inter alia, includes provisioning of 1.50 Crore rural home fibre connections distributed across all States/UTs with priority to cover Government institute including schools, primary health centres, Anganwadis, Panchayat offices etc using the BNU model over the next five years.

