

1-14/2008-USOF (Pt)/1192-1213
Ministry of Communications & IT
Department of Telecommunication
Universal Service Obligation Fund Administration
Sanchar Bhawan, New Delhi-110001

Dated: 8th November, 2013

To


All Pr. CCAs/CCAs,

Sub: Regarding extension of rollout period for provision of VPTs (Village Public Telephones) in newly identified uncovered inhabited villages as per Census 2001 under New VPT Agreement (No. 30-131/2008-USF dated and effective from 27.02.2009).

Sir/Madam,

I am directed to forward a copy of letter no. 30-131/2013-USF dated 14-10-2013 received from Director (T-I), USOF, Department of Telecom, Sanchar Bhawan, New Delhi on the subject mentioned above for your information and further necessary action at your end.

Encl.: As above


(Saurabh Krishna Mohan)
Dy. Administrator (F-II)

Regd. Joint Administrator (RN) 870
 No. / Dy. 15/10/13

**Government of India
 Department of telecommunications
 Office of the administrator, USO fund**

No. 30-131/2013-USF

Dated: 14.10.2013

Sr. General Manager (RN)-CFA
 Bharat Sanchar Nigam Limited
 Rural Network Cell, BSNL Corporate Office
 Room No. 7, IR Hall, Eastern Court Complex
 Janpath, New Delhi - 110 001

DAFI. for 24X
 15/X
 AO-V

Sub: Modification in terms and conditions of the Agreement No. 30-131/2008-USF dated & effective from 27.02.2009 – Regarding extension of rollout period for provision of VPTs in newly identified uncovered inhabited villages as per Census 2001

Kindly refer to your letter no. 20-19/2011-RD/Census 2001 dated 09.09.2013 wherein it has been requested to extend the rollout period for provisioning of VPTs (Village Public Telephones) under above referred agreement(s) till **31.03.2014**.

2. The request of BSNL for extension of rollout period of the agreement for VPTs in newly identified uncovered inhabited villages as per Census 2001 has been considered in view of the reasons put forth by BSNL for delay in work and that the extension of rollout period is expedient in public interest as it will facilitate BSNL in provisioning of VPTs in remaining villages under the scheme and also in left out villages of Bharat Nirman and MARR replacement agreements.

3. The undersigned has been directed to convey the approval of the Administrator, USO Fund to modify the Clauses 25.1 and 25.6 of Section-VI: Operating Conditions of the Agreement(s) [No. 30-131/2008-USF dated & effective from 27.02.2009] for all Service Areas, in exercise of powers conferred under Clause 5.1 of Section-II: General Conditions of the Captioned Agreement, as below:

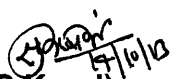
Existing Condition	Modified Condition
<p><u>Clause 25.1 of Section-VI</u></p> <p>All the VPTs in the SSA concerned of the Service Area shall be provided by the USP by 30 September 2013. For the VPTs that are not provided as per the Roll-Out required to be achieved by 30 September 2013, without prior written concurrence of the Administrator, the delayed period shall entail recovery of Liquidated Damages (L.D.)</p>	<p><u>Clause 25.1 of Section-VI</u></p> <p>All the VPTs in the SSA concerned of the Service Area shall be provided by the USP by 31 March 2014. For the VPTs that are not provided as per the Roll-Out required to be achieved by 31 March 2014, without prior written concurrence of the Administrator, the delayed period shall entail recovery of Liquidated Damages (L.D.)</p>
<p><u>Clause 25.2 of Section-VI</u></p> <p>Provided further, that for the VPTs that</p>	<p><u>Clause 25.2 of Section-VI</u></p> <p>Provided further, that for the VPTs that</p>

are provided within 30 calendar days of the expiry of the relevant period from the effective date, the Administrator shall accept the services without levy of the L.D. charges. **For the shortfall in providing the required number of VPTs by 30 September 2013**, the Administrator shall be entitled to recover Liquidated Damages at the rate of 5% of front loaded subsidy payable for those VPTs for each calendar month of delay or part thereof, subject to a maximum of 10% of the front loaded subsidy thus payable for those VPTs. **For the purpose of charging the Liquidated Damages, the Representative Rates for the front loaded subsidy for the VPTs to be installed on the respective Technology in the SSA concerned of the Service Area shall be taken into account.**

are provided within 30 calendar days of the expiry of the relevant period from the effective date, the Administrator shall accept the services without levy of the L.D. charges. **For the shortfall in providing the required number of VPTs by 31 March 2014**, the Administrator shall be entitled to recover Liquidated Damages at the rate of 5% of front loaded subsidy payable for those VPTs for each calendar month of delay or part thereof, subject to a maximum of 10% of the front loaded subsidy thus payable for those VPTs. **For the purpose of charging the Liquidated Damages, the Representative Rates for the front loaded subsidy for the VPTs to be installed on the respective Technology in the SSA concerned of the Service Area shall be taken into account.**

4. All other terms and conditions of the aforesaid Agreement shall remain unchanged. However, in respect of VPTs installed/commissioned by BSNL up to **30.06.2013** without provisioning of solar charging devices/SPVs, BSNL may submit subsidy claims, if any, alongwith an undertaking that solar charging devices/SPVs on these VPTs shall be provided in due course of time, **but not later than 31-03-2014**. CCA offices will process the claim of BSNL for settlement, withholding 25% of the Front Loaded Subsidy (FLS) in respect of VPTs provided without solar charging devices/ SPV panels, if otherwise eligible as per the agreement. The withhold amount of 25% of FLS shall be released only after the provision of solar charging devices/ SPV panels on these VPTs, for which the concerned BSNL Circles shall be required to furnish a certificate to the respective CCA offices. In case the solar charging devices/ SPV panels are not provided on such VPTs by **31-03-2014**, the entire amount of subsidy disbursed against such VPTs shall be recovered in addition to disallowance of withheld amount of 25% of FLS. Other relevant penal clause(s) of the agreement shall also be applicable.

5. It is clarified here that as rollout period is being extended till 31.03.2014, no further extension for provision of SPVs will be entertained and VPTs provided **on or after 01-07-2013** shall necessarily be installed/ commissioned with solar charging devices/ SPV panels as envisaged under the agreement [clause 15.4].


(S C Karol)
Director (T-1), USOF

Copy to: Jt. Administrator (F), USO Fund, DoT, New Delhi