

UNIVERSAL SERVICE OBLIGATION FUND

AGREEMENT

FOR

**PROVISION OF MOBILE SERVICES
IN IDENTIFIED UNCOVERED VILLAGES**

&

ALONG NATIONAL HIGHWAYS IN

Assam-A, Assam-B, Assam-C, Assam-D & Sikkim Units of

NORTH EASTERN REGION

With

M/s Bharti Airtel Limited

No. 30-252-4/2017-USF/89

Dated 08-12-2017

GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
UNIVERSAL SERVICE OBLIGATION FUND(USOF)
20, ASHOKA ROAD, NEW DELHI-110 001, INDIA

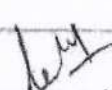

Dy. Administrator, USOF
Department of Telecom, Govt. of India
20, Ashoka Road, New Delhi



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Key

श्री १०००-१०००-१०००
Dy. Administrator, USOF
एन (एन) विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi



SECTION-I : AGREEMENT

Government of India
Department of Telecommunications
Universal Service Obligation Fund
20, Ashoka Road, Sanchar Bhawan, New Delhi- 110001

The President of India, acting through the Administrator, Universal Service Obligation Fund (USOF) who for the purpose of this Agreement is being represented by Shri Beerabal Prasad, Dy. Administrator (T), USOF, Department of Telecommunications, under Government of India and having its office at 2nd Floor, Sanchar Bhawan, 20 Ashoka Road, New Delhi 110001, (hereinafter referred to as the "Administrator ", which expression, unless repugnant to the context or meaning thereof, shall include its successors, administrators or assignees;) of the First Party

AND

M/s Bharti Airtel Limited,, a company registered under the Companies Act 1956, having its registered office at Bharti Crescent, 1 Nelson Mandela Road, Vasant Kunj, Phase II New Delhi-110070, India, acting through Shri Ravi Prakash Gandhi, Chief Regulatory Officer, the Authorised Signatory (hereinafter called the Universal Service Provider or "USP" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees) of the Second Party.


WHEREAS the Government of India has approved a Project/Scheme for Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the Implementation Units designated as Assam-A, Assam-B, Assam-C, Assam-D & Sikkim of the North Eastern Region of the Country.

AND WHEREAS the USP has agreed to provide Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country and the Administrator has, subject to the USP performing all the obligations on their part, agreed to provide subsidy on the terms and conditions hereinafter;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The USP hereby agrees and undertakes to provide Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country (as per terms and conditions of this agreement and list of identified uncovered villages to be provided with mobile services and portions of National Highways to be provided with seamless mobile coverage enclosed at Appendix-1) and the Administrator, in consideration of the USP having agreed to set


श्री बीरबल प्रसाद, डी.ए.ओ. (T),
Dy. Administrator, USOF
संख्यान 15-17, संचार भवन
Deptt. of Telecomm., Govt. of India
20, Ashoka Road, New Delhi-110001



up and manage the aforesaid mobile service sites, does hereby agree to grant subsidy to the USP, in accordance with this Agreement.

2. This Agreement will remain valid for ten (10) years unless revoked earlier for any reason whatsoever. Date of effect of this Agreement shall be the date of signing of the agreement.
3. The USP hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this Agreement without any deviation or reservation of any kind.
4. Unless otherwise mentioned or appearing from the context, the Tender Document No. USOF/Tender/NER/30-252-4/2017 dated 28.03.2017 for Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country and clarifications, modifications, suo-motu clarifications to the Tender Document issued including suo-motu clarifications issued subsequently shall form part and parcel of this Agreement.; provided that in case of conflict or inconsistency between the Tender Document & the clarifications issued and the Clauses of this Agreement, the terms set out in the body of this Agreement with all Sections and Annexures appended thereto shall prevail.
5. This Agreement is divided into seven Sections. Apart from the present Section-I, other Sections are as under:

- II Scope of the Agreement
- III General Conditions
- IV Commercial Conditions
- V Technical Conditions
- VI Operating Conditions
- VII Financial Conditions
- VIII Interpretation of Terms/Definitions

All the Sections and Annexures together form the Agreement.

6. **No Partnership** – Nothing in this Agreement shall be construed to constitute a partnership or agency between the Parties and the USP shall not make any assurance, promise or covenant nor shall hold himself out as competent to do so on behalf of the Administrator nor shall pledge the credit of the Administrator for any transaction in relation to this Agreement.
7. **No Employment** – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the USP or any person employed by or under him for this Agreement.
8. **Indemnify the Administrator** – The USP shall indemnify and at all times keep the Administrator indemnified and harmless against any direct loss to it or any claims by



any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the USP or any of his officer, employee, agent or professional etc. while performing or purporting to perform this Agreement.

9. Dispute Settlement:


9.1 Except otherwise provided in this Agreement in the event of any question or interpretation of any clause, disputes or differences or to any other claim, right, matter or thing whatsoever in any way arising out of relating to this agreement whether arose during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be settled by the parties amicably through negotiation within a period of 30 days of the notice by other party, failing which, the dispute shall be referred to the sole arbitrator appointed by the Secretary, Department of Telecommunications, Government of India. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification of re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and shall give reasons for the award. The fee payable to arbitrator shall be paid equally by both the parties.

9.2 The venue of the arbitration proceeding shall be New Delhi.

9.3 Notwithstanding any dispute or claim of the pendency of any arbitration or other proceedings, USP shall continue to provide the service for the whole duration of the Agreement.

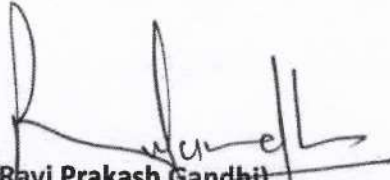
10. **Waiver** – Neither the failure of either Party to insist on any occasion upon the Performance of the provisions of this Agreement nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment 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.

11. **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.


To, Mr. B. S. Srinivasan,
Dy. Adm. Officer, USOP
op. Post Box, New Delhi
Dept. of Telecom, Govt. of India
New Delhi



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 8th day of December, 2017.



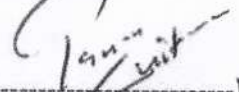
(Ravi Prakash Gandhi)
Bharti Airtel Limited
Chief Regulatory Officer &
Authorised Signatory
Bharti Crescent,
1 Nelson Mandela Road,
Vasant Kunj, Phase II
New Delhi-110070,

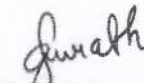
Signed for and on behalf of President
of India



(Beerabai Prasad)
Dy. Administrator(T), USOF
Department of Telecommunication
Sanchar Bhawan, 20 Ashoka Road
New Delhi-110001

Witnesses :


TARUN CHITKARA - GM
Bharti Airtel Ltd. Regulator
Bharti Crescent, Astor
1 Nelson Mandela,
Road, Vasant Kunj,
Phase-II, New Delhi


Saurabh Mohan
Dy. Admin (F-II), USOF
1307, Sanchar Bhawan
N. Delhi

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Dr. Manoj Kumar
Dy. Administrator, USOF
Sanchar Bhawan, Ashoka Road
Dept. of Telecom. Govt. of India
New Delhi

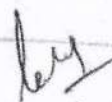
SECTION – II: SCOPE OF THE AGREEMENT

2.1. Scope of the Agreement :

- (i) Objective of the scheme is to provide financial support from USO Fund for provision of mobile coverage and telecom services in specified uncovered villages and seamless mobile coverage along National Highways in the North Eastern Region.
- (ii) The USP shall set up (i.e. Supply, install, test, commission), operate, maintain and manage the respective infrastructure sites required for effective provision of mobile coverage in the identified uncovered villages and along National Highways and provide mobile services as per the terms and conditions laid down in the Agreement.
- (iii) USOF shall provide financial support as per the Financial Conditions of the Agreement.
- (iv) USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed and commissioned under the Scheme and will be limited to the number of sites finalized and approved by USOF.
- (v) Installation of tower and associated infrastructure in an uncovered village is not required if the same can be covered by the towers to be installed along National Highways. The same should be duly justified and certified by the USP.
- (vi) USP, at its discretion, may share infrastructure with other Licensed Service Providers, subject to compliance of the guidelines /instructions issued by DoT in this regard. However, there shall be no extra financial support from USOF.

2.2. Deliverables :

- (i) Deliverables of the Scheme shall be provision of mobile coverage in specified hitherto uncovered village clusters and seamless mobile coverage along National Highways in the North Eastern Region, as per the terms and conditions of the USOF Tender. It shall include, inter alia, commissioning of infrastructure and continued provision of mobile services in inhabited areas of specified uncovered villages and along National Highways in North Eastern Region in compliance with DoT Licenses and TRAI Regulations, as applicable.
- (ii) The USP will be responsible for:
 - (a) Carrying out survey to identify the exact sites for installation of tower/BTS, and decide the exact number and type of towers to be installed at each location considering the variation allowed in Agreement.
 - (b) Acquisition of site in the villages and along National Highways in NER as specified in the Agreement;
 - (c) Installation of telecom masts/towers on the land acquired by them for this purpose in the villages and along National Highways as specified in the Agreement;
 - (d) Provision of Electrical connection (where Grid-power available), of specified capacity and Provision of Renewable Energy connection of specified capacity;


By, Administration of USOF
Deptt. of Telecom, Govt. of India
New Delhi



- (e) Installation of BTS and associated equipment as per specifications given in the Agreement;
 - (f) Installation of Antennas and all other associated equipment as per specifications;
 - (g) Providing Backhaul as per the specifications and requirement based on the type of tower;
 - (h) Commissioning of services and providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT,
 - (i) Continued Operation and Maintenance of the Mast/Tower and infrastructure created and provision of mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of Ten (10) years from the date of effect of this agreement.
- (iii) The USP will have to submit the following to USOF:
- (a) A Survey report covering identification of exact location for installation of towers, detailed information on number and type of towers to be installed at each site considering the variation allowed in Agreement, for consideration of USOF.
 - (b) Affidavits from the authorised signatory confirming the commissioning of mobile services through each tower towards claiming the subsidy for the individual tower, based on the Category-specific Representative Rates, along with details of the infrastructure created with cost and specification in the prescribed format.
 - (c) Status reports on operation and maintenance of towers confirming that each tower is functional and efficiently providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT.

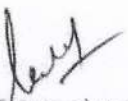
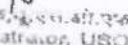
2.3. Details of Areas to be Covered:

- i. The list of identified uncovered villages to be provided with mobile services and portions of National Highways to be provided with seamless mobile coverage in the states of the North Eastern Region is enclosed at Appendix-1.
- ii. The indicative locations (Latitude, Longitude) for each site are given at Appendix-1. The Universal Service Provider (USP), based on field survey, shall determine the optimum type of infrastructure and location for each site to ensure coverage of maximum population in the area, and finalize implementation plan in consultation with USOF.
- iii. During field survey, all Block Headquarters (BHQs) in the assigned Districts which do not have mobile coverage shall be identified and priority shall be given during implementation for providing mobile services in these BHQs.
- iv. The number of towers, type-wise, to be installed & commissioned, are estimations and Administrator USOF reserves the right to increase or decrease up to 10% in each type of infrastructure/ BTS [Type A, B, C, D for uncovered villages and Type B for National Highways] as specified in Clause 2.1 above, based on the suitable justification provided by USP after carrying out the survey of infrastructure sites without any change in the



Category – specific Representative Rates so arrived at after the bidding process, or other terms and conditions at the time of signing of Agreement.

2.4. Details of USOF subsidy support are given at Annexure-1.


Sd/- 
Dy. Administrator, USOF
Ministry of Telecom, Govt. of India
New Delhi



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

3.10. OTHER OBLIGATIONS

- 3.10.1. Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.
 - 3.10.2. Universal Service Provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USP will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.
 - 3.10.3. The provisions of the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 as amended or replaced, the rules made and orders passed under these statutes, so far as applicable, shall be binding on the USP.
 - 3.10.4. The USP shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations of DoT/ TRAI as per provisions of the TRAI Act, 1997 as amended from time to time and instructions/directions as are issued by the Administrator.
 - 3.10.5. The USP shall apply all due diligence in understanding all aspects of the project including the terrain, its remoteness and the possible handicaps, hurdles or reasons for delay and shall have no cause of grievance or abatement on this score.
- 3.11. The USP represents and warrants to the Administrator that**
- a) It is duly organized and validly incorporated under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement;
 - b) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - c) It has the financial standing and capacity to undertake and perform the obligations in accordance with this Agreement;
 - d) This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations under it in accordance with the terms hereof;
 - e) The information furnished in the bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.
 - f) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by, any of the terms of its memorandum and Articles of Association or any Applicable law or any covenant,

contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.



By *[Signature]*
General Manager, USOP
Bharti Airtel Limited, 4000, Connaught
Place, New Delhi, India
110 008



SECTION – IV: COMMERCIAL CONDITIONS

4.1 The Agreement shall be subject to the terms and conditions (including transfer, assignment or franchising) of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/Unified License/Migration or award of new license in lieu of CMTS/UASL.

4.2 RESPONSIBILITIES OF THE USP UNDER THE SCHEME

4.2.1 The USP would be required to, inter-alia, create the requisite infrastructure for provision of mobile services covering the following activities:

- (i) Acquisition of site of dimensions as specified in Section-V: Technical Conditions of the Agreement on lease basis/ outright purchase from any agency in the specified villages/ areas. In case, the land is taken on lease basis, the lease Agreement should be signed for a minimum period of ten (10) years i.e. till the date of expiry of Agreement.
- (ii) Supply, install, test, commission and maintain Masts/Towers/ conforming to Technical Specifications in Section-V: Technical Conditions of the Agreement.
- (iii) Arrange Electrical power connection as specified in Section-V: Technical Conditions from the concerned State Electricity Boards/ Corporations
- (iv) Supply, install, test and commission Renewable Energy Source, Batteries and Engine Alternators (Diesel Generator Sets) as specified in Section-V: Technical Conditions of the Agreement for providing power backup with changeover arrangements.
- (v) For sites requiring installation of a Ground Based Tower construct Boundary wall, Security cabin and execute associated civil and electrical works as per the specifications prescribed in Section-V: Technical Conditions.
- (vi) Install the BTS equipment, antenna and the associated backhaul connectivity to their respective core networks in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (vii) Provide, operate and maintain the mobile services from all the sites in the specified villages and National Highways in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (viii) Only new equipment and material shall be provided under the Scheme. For this purpose, the new equipment shall be the one which has been procured not earlier than 12 months of submission of bid and has never been used earlier.
- (ix) Solely responsible for installation, operation & maintenance of necessary equipment & systems, provision of services to the customers, treatment of subscriber complaints, collection of call-charges and issue of receipts thereof, and attending to claims and damages arising out of operations.
- (x) All other necessary actions to provide the deliverables as specified in Clause 2.2.

4.2.2 The infrastructure/ assets so created under this project shall be owned by the USP.

- 4.4.4. Wherever considered appropriate, Administrator may conduct an inquiry to determine whether there has been any breach in compliance of the terms and conditions of the Agreement by the USP and upon such inquiry the USP shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type.
- 4.4.5. It shall be the responsibility of the USP to maintain the Quality of Service as per conditions of the Agreement during the period of notice for termination of Agreement; otherwise this shall be a cause for invocation and forfeiture of PBG.

4.5. ACTIONS PURSUANT TO TERMINATION OF AGREEMENT

- 4.5.1. Wherever the Agreement is terminated prematurely, retendering may be done for the respective implementing unit.
- 4.5.2. If the Quality of Service (QoS) had not been maintained as per standard prescribed hereto during the notice period then no subsidy for the notice period shall be payable.
- 4.5.3. In case of termination of the Agreement before the expiry period, the prescribed PBG will be encashed and forfeited towards damages. Additionally, if it is found that the USP had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately on demand by the USP to the Administrator. Any amount due from the USP under this Agreement may, without prejudice to any other mode of recovery may be recovered as arrears of land revenue.

4.6. INDEMNITY

The USP shall indemnify the Administrator in respect of any damages, claims, loss or action against Administrator for acts of commission or omission on the part of the USP, its agents or servants.

4.7. Dispute Settlement

Refer clause no. 9 of the section I of this Agreement.

4.8. FORCE- MAJEURE

- 4.8.1. If at any time, during the continuance of the Agreements, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the USP), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 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 claims for damages against the other, in respect of such non-performance or delay in performance. Provided mobile services under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 4.8.2. 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.

4.9. SET OFF CLAUSE

- 4.9.1. In the event any sum of money or claim becomes recoverable from or payable by the USP to the Administrator either against the Agreement or otherwise in any manner, such money or claim can be (without restricting any right of set off for counter claim given or implied by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the USP under this Agreement or any other Agreement or Contract between the Administrator and the USP.
- 4.9.2. The aforesaid sum of money payable by the USP shall include any valuable security convertible into money.
- 4.9.3. After exercising the right of set off, a notice shall always be given immediately by the Administrator to the USP.

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SECTION – V: TECHNICAL CONDITIONS

5.1. GENERAL

- 5.1.1. The Technical Specifications of the scheme for provision of mobile services from the infrastructure sites set up in North eastern Region of the country are explained in the forthcoming clauses.
- 5.1.2. The requirements specified herein are the minimum requirements to be complied. USP may deploy equipment to support enhanced capabilities and advanced services. However, support for 2G mobile phones is mandatory.
- 5.1.3. The USP shall work within the framework of the Technical conditions of the CMTS/ UASL/UL Agreement. The Technical requirements of the scheme shall supplement "General Conditions" as contained in Section-III & "Commercial Conditions" as contained in Section-IV.
- 5.1.4. The USP shall abide by the existing land laws, labour laws, local customs and the best of prevalent latest practices in the Industry.
- 5.1.5. Administrator, USOF shall not be responsible for any breach of such Act(s)/ Law(s) by the executing entities for whatsoever may be the reason.
- 5.1.6 USP shall be solely responsible to set up, operate and maintain the mobile services in identified areas by installing the following Components:
- (i) Mobile Mast/Tower
 - (ii) BTS, BSC equipment,
 - (iii) Associated antennas,
 - (iv) Backhaul connectivity to core networks,
 - (v) Power/RET arrangements and back-up
 - (vi) OMC-R
 - (vii) Other necessary equipments and
 - (viii) Associated civil and electrical works required to provide mobile services

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5.3. MAST/ TOWER

- 5.3.1. The minimum requirements of Masts/Towers and Base Transceiver Station (BTS) configurations are given in Table 5.1:

ky
34, Sector 28, Gurgaon, Haryana
Dr. Subrahmanyan, USOF
Deptt. of Telecom., Govt. of India
110 066/New Delhi



Table 5.1 : OPTION-1 : Not Applicable as the USP has selected Option-2.

Table 5.1 : OPTION – 2

BTS shall comply with the requirements as below :

Sl. No.	Components	BTS Type				
		For Villages				On National Highways
1	BTS Type/ Category	A	B	C	D	B
a)	Minimum nos. of TRX required	2 nos.	2 nos.	4 nos.	6 nos.	2 nos.
b)	Minimum Power rating for each TRX	20 watt	20 watt	20 watt	20 watt	20 watt
c)	Antenna	Omni	Directional			
2	Battery Capacity	At least 12 Hour backup				
3	Power arrangement	Any suitable combination of Grid power connection, DG set of adequate capacity and Renewable Energy Source (RES) for powering the infrastructure, with the condition that uptime (availability) requirement of extant TRAI regulation applicable for the service shall be complied.				
6	MAST height	20 Metre	30 Metre	30 Metre	40 Metre	30 Metre

5.3.2. (i) Masts shall conform to Generic Requirements issued by the Telecom Engineering Centre (TEC GRs) as below :

S.No.	Name of GR/IR	GR/ No.
1.	20 Meter Guyed Wire Supporting Mast for Cellular Mobile System	TEC/GR/PI/MST-013/01/AUG-15
2.	30 Meter Guyed Wire Supporting Mast for Cellular Mobile System	TEC/GR/PI/MST-014/01/AUG-15
3.	40 Meter Guyed Wire Supporting Mast for Cellular Mobile System	TEC/GR/PI/MST-015/01/AUG-15

(OR)

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The USP shall provide a signboard of size of at least 2 meters x 1.5 meters on the Mast/ tower indicating on it the name of the village or the National Highway no., as the case may be, date of installation and name of the IP/ USP and that the infrastructure site has been supported by USOF. The letters on the signboards should be bold enough so that the same are clearly visible from a distance of at least 10 meters.

5.5. POWER/ RENEWABLE ENERGY/ ELECTRIC CONNECTION

- 5.5.1. The USP shall comply to the power arrangement and battery autonomy as given in table 5.1 and shall comply to the uptime requirement of TRAI. Suitable additional Power Sources may be used, if required. However, there shall be no extra financial support from USOF.
- 5.5.2. Wherever required the USP shall arrange to provide, subject to availability, 3-Phase 440V AC Main Power Supply of appropriate Load to meet the requirements of the site. However, a single phase AC Main Power Supply may be installed subject to the conditions that this is permissible under the State Electricity Board mandate and the installation of single phase AC main Power Supply has the approval and concurrence in writing of the service provider. Subsequently whenever 3-Phase 440V AC Main Power Supply is available, the single phase AC Main Power Supply will have to be upgraded.
- 5.5.3. Battery autonomy (backup) shall be as per Table 5.1.
- 5.5.4. <Blank>
- 5.5.5. <Blank>
- 5.5.6. <Blank>
- 5.5.7. Power unit should be complete with CCU, Power distribution, auto switching unit and remote sensors.
- 5.5.8. Power plants are to be compatible with the batteries and are to be equipped with Battery Health Check systems and Remote Monitoring facility.
- 5.5.9. Suitable switching arrangement for inter connection between various items of CCU/SMPS Power Plants, Battery sets and their interconnection in switching cubicle and further power distribution to equipment as required for the ultimate capacity shall be provided.
- 5.5.10. Complete drawings for power plant and battery and information regarding inter-connecting arrangements and layout shall be made available on site by USP. Maintenance spares including spares for control panel and spare fuses should also be provided at the site by USP.
- 5.5.11. Integrated Power units supporting above functionalities may also be used.

5.6. BTS

5.6.1. The BTSs shall be based on GSM or CDMA Technology. Minimum requirements are :

- Voice Service,
- SMS
- data communication services : Type- A BTS shall support GSM GPRS (or equivalent in CDMA) capability. Type-B,C &D BTS shall support GSM GPRS and GSM EDGE (or

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equivalent in CDMA). Data rate will be configured based on traffic requirements and backhaul.


- 5.6.2. The BTSs shall be of Outdoor versions and preferably mast/ tower mounted.
- 5.6.3. Latest EMF Radiation norms of DoT shall be complied.
- 5.6.4. Different categories of BTS complying to the requirements given in table 5.1 shall be provided.
- 5.6.5. BTS shall be capable for Omni and sectored configurations.
- 5.6.6. For configuration details of each type of GSM BTS refer table 5.1.
- 5.6.7. The sensitivity of the BTSs shall be better than -110 dBm.
- 5.6.8. The Outdoor BTS shall be suitable for operation without air-conditioning. Outdoor BTS with proper protection with respect to dust, rust and other environmental degrading factors shall be provided. Minimum standard should be IP 63.

5.7. BACKHAUL CONNETIVITY

- 5.7.1. Backhaul Technology may be either Microwave or VSAT or Optical Fibre Cable (OFC).
- 5.7.2. In case of Uncovered Villages, USOF subsidy towards Satellite Bandwidth Charges will be limited to the number of sites mentioned for this purpose in the Annexure - I, or the actual number of sites commissioned with satellite backhaul, whichever is lower. .
- 5.7.3. Sharing of existing VSAT Hubs is permitted. Setting up new hubs for the project is not mandatory.
- 5.7.4. <Blank>
- 5.7.5. For specification of Microwave Backhaul, USP may refer to TEC GR No.: GR/DMW-15/02 with Amendments.
- 5.7.6. For specification of Optical Fibre Backhaul USP may refer to TEC GR/OFC-02/03. Sept 2003 with Amendments.
- 5.7.7. Radio Modems may be used as backhaul as an alternative to Microwave. If ISM band is used, USP shall ensure secured and interference-free communication and data services meeting QOS requirements specified in this document.
- 5.7.8. The backhaul equipment installed shall work without the need for Air-conditioning.

5.8. COVERAGE SPECIFICATIONS

- 5.8.1. The equipment to be installed by USP shall have adequate RF filtering in the transmitter and receiver to avoid adjacent channel interference to any other system or to any other operator and to meet the receiver sensitivity / specifications of the equipment in the network.


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Govt. of India, New Delhi
Deptt. of Telecom, Govt. of India
BY Road/ New Delhi



5.8.2. Signal levels in the coverage area shall be as per prevalent TRAI regulations on QoS standards. Details of the signal coverage actually achieved and number of villages actually covered shall be provided by USP in the Self-certification as per **Annexure- 3**.

5.9. BATTERY SET

5.9.1. Battery set performance should be minimum of type Tubular Gel Valve Regulated Lead Acid (VRLA), maintenance free battery.

5.9.2. Battery back up in terms of hours and autonomy shall be at least as per Table 5.1.

5.9.3. Capacity of the Battery sets shall be planned such that the battery set is not required to be discharged beyond its rated capacity at any time to meet 100% load.

5.9.4. The battery shall have Output Voltage (say -48V /-24V) depending on the BTS used.

5.10. FIRE ALARM & FIRE EXTINGUISHERS

5.10.1. Proper arrangement shall be made by USP for fire detection and fire extinguisher system as per fire safety norms applicable for that location.

5.10.2. Fire alarm system is to be provided by USP for individual components.

5.11. QUALITY OF SERVICE PARAMETERS

5.11.1. The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied.

5.11.2. The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.

5.11.3. The Administrator or TRAI 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. The USP shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.

5.11.4. The USP will keep a record of rural connections provided from the BTS installed under the scheme and the telecom traffic generated & registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/or TRAI as and when and in whatever form desired.

5.11.5. The USP shall be responsive to the complaints lodged by the customers. They shall rectify the deficiencies and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

5.11.6. Proper arrangement should be made by the USP for reporting/ booking service related complaints.



5.12. GENERAL GUIDELINES

- 5.12.1. The power backup of suitable capacity shall be provided to cater to the backup requirements of each site by the USP. Panel diagram for each site are to be made available at the time of Acceptance Testing.
- 5.12.2. Factory Test Certificates are to be provided for items like BTS and accessories, Transmission equipment, power equipment and infrastructure provided.
- 5.12.3. Detailed documentation related to periodical maintenance and procedure for faulty part replacement shall be supplied.
- 5.12.4. Logbooks on site maintenance are to be maintained.
- 5.12.5. All types of activities are to be recorded either manually or through system generated log.

5.13. CONFORMITY WITH EXISTING LICENSES

USP (Successful CMSPs/ UASL/UL) shall work within the framework of the Technical conditions of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/ Unified License.

5.14. PROOF OF CONCEPT AND PHYSICAL VERIFICATION

- 5.14.1. USP shall install and offer one site in each Implementing Unit (bidding unit) for validation of functional parameters (Proof of Concept) to Testing Agency designated by USOF. Release of subsidy payments will start only after the Proof of Concept is approved.

Drive Test and Field trial with live traffic for at least 3 months will be conducted at one location to ascertain coverage and Quality of Service.

- 5.14.2. Physical verification for all sites in each implementation unit under the scheme shall be conducted by a Designated Agency to be authorised by the Administrator, USOF, as per the verification schedule to be prescribed later by USOF.
- 5.14.3. Self-certification shall be furnished by executing entities along with test results, including drive test results for all sites in prescribed format (as at Annexure- 3).

5.15. Mobile Charging Facility :

Adequate number of mobile charging facilities shall be provided at each location to the users. The equipment shall support charging of at least four mobile phones simultaneously. The facility shall be available on 24x7 basis. RET based mobile charging facility is desirable.

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By Secy, Dept. of Telecom., Govt. of India
27/05/2011
New Delhi



SECTION – VI: OPERATING CONDITIONS

6.1. CUSTOMER SERVICE

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

6.2. RIGHT TO INSPECT, TEST AND MONITOR

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

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

6.2.3. Access to Network Operations Centre(NOC)/Network Management System (NMS) shall be provided to USOF representatives authorised by the Administrator. Web based access to NOC/NMS is desirable.

6.3. PROVISIONING OF MOBILE SERVICES

The USP shall ensure that the mobile connections as mentioned in the monthly report have actually been provided in the area being served by the BTS installed with the subsidy support from USO Fund. A certificate to this effect is to be provided by the USP in the monthly report in the prescribed pro forma, **Annexure- 6**.

6.4. UPGRADATION OF EQUIPMENT

The USP may upgrade the existing equipment by installing new equipment, if required, during the validity of the Agreement provided it meets all other performance parameters of Quality of Service.

6.5. ROLL OUT

6.5.1. The indicative locations (Latitude, Longitude) for each site are given at Appendix-1 to the Agreement. The USP, based on field survey, shall determine the optimum type of infrastructure and location for each site to ensure coverage of maximum population in the area, and finalize implementation plan in consultation with USOF. The percentage variation permitted for each type of infrastructure (Category-A, Category-B, Category-C & Category-D) in an implementing unit shall be within $\pm 10\%$ of the Quantities specified herein.



- 6.5.2. The USP shall complete the field survey for at least 30% of sites in the implementing unit in three months from the date of signing of the agreement, at least another 30% of sites in six months from the date of signing of the agreement and the remaining sites in nine months from the date of signing of the agreement to finalize location and type of infrastructure (A,B,C&D) at each site. The USP shall commission & provide mobile services from all the infrastructure sites in an implementation unit within a period of 18 months from the date of signing of the Agreement.
- 6.5.3. The Rollout period may be extended by the Administrator by Six months, if reasons for delay submitted by the implementing USP in a implementation unit are justified.
- 6.5.4. The USP shall provide monthly reports in the format prescribed in Annexure – 5 and 6.

6.6. LIQUIDATED DAMAGES

- 6.6.1. For the infrastructure sites not commissioned as per the rollout required to be achieved, without prior written concurrence of the Administrator, the delayed period shall entail recovery of liquidated damages (L.D.). Provided further, that for the infrastructure sites that are provided within 30 calendar days of the expiry of the rollout period from the effective date by the USP, the Administrator shall accept the infrastructure site without levy of any L.D. charges.
- 6.6.2. For any shortfall in providing the required number of infrastructure sites and providing the mobile services (commissioning of BTS) after thirty days of the expiry of the Roll-out period as per Clause 6.5, the Administrator shall be entitled to impose and recover Liquidated Damages at the rate of 2% of the Category-specific Representative Rate per site, as specified in the tender, for those Infrastructure sites for each calendar month of delay or part thereof, subject to maximum of five months delay i.e., max LD shall be 10% of the Category-specific Representative Rate for each site, beyond a grace of one month as per Clause 6.6.1.
- 6.6.3. For the purpose of charging the Liquidated Damages, the Representative Rate per site, as discovered in the tendering process and as applicable for the respective implementation unit, where the relevant roll out obligation of providing mobile services from Infrastructure/BTS sites has not been fulfilled, shall be taken into account.
- 6.6.4. In case, the USP fails to roll out the mobiles services from the infrastructure sites within six months after the expiry of the rollout period, action as per Clause 7.5 of Section VII: Financial Conditions shall be taken and action as per Clause 4. 4 and 4. 5 of Section-IV: Commercial Conditions may be taken.


6.7. CONFIDENTIALITY OF INFORMATION

The terms and conditions as to confidentiality of information of the CMTS or UASL or UL Agreement, as the case may be, shall be binding on USP mutatis mutandis.

6.8. PROHIBITION OF CERTAIN ACTIVITIES BY THE UNIVERSAL SERVICE PROVIDER

The terms and conditions as to prohibition of certain activities of the CMTS or UASL or UL Agreement, as the case may be, shall be binding on USP mutatis mutandis.

6.9. SECURITY CONDITIONS



 Mr. Anand Kumar, Director,
 Deptt. of Telecom, Govt. of India
 12, New Delhi



- 6.9.1. The terms and conditions as to security conditions of the CMTS or UASL or UL Agreement, as the case may be, shall be binding on USP mutatis mutandis.
- 6.9.2. Mandatory Licensing requirements, policy guidelines, etc., with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed by USP.
- 6.9.3. If the entity USP is found indulging in acts inimical to India's national security, the tender/agreement is liable to be terminated and matter will be reported to concerned authorities for suitable legal/criminal action.

6.10. CHANGE OF SITE LOCATIONS :

- 6.10.1. After signing of the agreements by USP with Administrator USOF, the tower locations for all the infrastructure sites must be finalised as per schedule given in clause 6.5. The USP, based on field survey, shall determine the optimum type of infrastructure and location for each site to ensure coverage of maximum population in the area , and finalize implementation plan in consultation with USOF.
- 6.10.2. For shifting of the location of the site/tower from one place to another, the USP shall take up the case for change of location with Administrator as per the prescribed proforma attached at annexure- 9.
- 6.10.3. For installation of additional site(s) or deletion, the USP shall take up the case with Administrator as per the prescribed pro forma attached at annexure- 8. The variation shall be permitted with the prior approval of Administrator, USOF, subject to the variation clause 2.3 (iv) of the Agreement.
- 6.10.4. The decision of the Administrator for according approval to such requests shall be final and binding on the concerned USP. All the related clauses of the roll out, LDs, penalties, suspension, termination & other terms & conditions of the agreement shall be applicable for these new locations also.


The terms and conditions of the Agreement shall be binding on the USP. The USP shall be responsible for the security of the infrastructure sites and shall ensure that the same are in compliance with the requirements of the Government of India. The USP shall also ensure that the infrastructure sites are not used for any purpose other than the provision of telecommunication services.




SECTION – VII: FINANCIAL CONDITIONS

7.1. SUBSIDY FROM UNIVERSAL SERVICE OBLIGATION FUND

- 7.1.1. Support shall be payable as Category-specific Representative Rate for each site arrived on the basis of the outcome of the bidding process as per details given in Annexure-1.
- 7.1.2. The Representative Rate (RR) of total subsidy support, for each category (total five), may vary depending on the location of tower, either along National Highway or in uncovered villages, type of tower/BTS and backhaul type.
- 7.1.3. The Representative Rate (RR) of subsidy emerging from the bidding process is specified in the Annexure – 1 of the Agreement and shall be disbursed in Indian Rupees to the USP in two parts- Front Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS).
- 7.1.4. First part shall be due and payable, @ 50 % of the Category-specific RR, as an FLS at the time of successful commissioning of BTS and provision of mobile services from the identified site. Second part of the remaining subsidy (50%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of BTS i.e. commencement of mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier.
- 7.1.5. The FLS & EQS components of the subsidy shall be payable at the end of the quarter, in which it becomes due. Thus the USP shall be eligible to claim FLS only at the end of the quarter in which the mobile services are commissioned/ launched from the infrastructure site set up. Similarly, the EQS claim for a quarter can be made by the USP only at the end of that quarter.
- 7.1.6. USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed and commissioned, as per the terms & conditions of the Agreement and will be limited to the number of sites in each Category, subject to the Variation Clause 2.3 (iv) of the Agreement.

7.2. SCHEDULE FOR DISBURSEMENT OF SUBSIDY

- 7.2.1. The validation/approval of the PoC by USOF as per Clause 5.14.1 & submission of the same would be a pre-requisite for any release of the subsidy payments. The USP shall be eligible to submit the claim for FLS (50 %) within 30 days from the end of the quarter in which the mobile services are commissioned/ launched from the infrastructure site set up. USP shall submit a self-certificate to the respective Controller of Communication Accounts (CCA) office, giving details of the infrastructure site(s), the equipment installed along with system generated reports, traffic reports etc. establishing successful completion/ launch of the mobile services work as per the pro forma given in Annexure-3, with a copy to Administrator, USOF.
- 7.2.2. The EQS of remaining 50 % subsidy from USOF shall be disbursed by the respective Controller of Communication Accounts office in 20 quarterly instalments during each financial year, with each quarter ending on 30th of June, 30th of September, 31st of December and 31st of March. The claim for a part of the quarter will be computed with reference to the actual number of days in that quarter. Each instalment shall be disbursed quarterly generally within 30 days of receipt of a valid claim for the services rendered.


By, Administrator, USOF
3rd Floor, 4th Street
Dept. of Telecom, Govt. of India
New Delhi



- 7.2.3. The USP shall submit the claim for quarterly subsidy in a statement in the prescribed form given in the three Attachments (A, B & C) to **Annexure- 2** showing the computation of subsidy for the quarter. The statement shall be furnished by the USP even if no new Site has been set up during the quarter for provision of Mobile Services. The implementation unit wise subsidy claim should be submitted in the prescribed formats on a hard copy duly signed by the authorized signatory of the Company.
- 7.2.4. Following supporting documents shall be submitted along with the prescribed Claim Statement and thus are integral part of the subsidy claim:
- The claim shall be duly certified as per **Annexure- 2** by a representative of the USP duly authorized by a board resolution of the USP.
 - All claims for subsidy shall be accompanied by a pre-receipted bill with revenue stamp.
 - In addition to the hard copy, the USP should also submit the claim in a soft copy on a CD ROM or suitable electronic media in MS Excel format also.
 - Monthly statement of Sites Commissioned & mobile traffic generated for the period, as per **Annexure 6** and Service interruption report as per **Annexure- 7**.
 - Self-Certificate as per **Annexure- 3** along with test results, as per Clause 5.14 of the Section V: Technical conditions, with the FLS claim.
- 7.2.5. The claim along with the supporting documents should be prepared Implementing Unit wise, awarded to USP and should be submitted within 30 days of the end of the quarter. Condonation of delays for claims received after this date may be considered by the Administrator under exceptional circumstances.
- 7.2.6. The claims along with the supporting documents should be submitted at the designated Controller of Communication Account Offices of the respective Licensed Service Area.
- 7.2.7. **Penalty for interruption :**
- Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, if there is interruption in services for more than 7 days (cumulatively) in a quarter; and the entire Category-specific EQS shall not be payable for that particular site, if there is interruption in services for 45 days or more in a quarter. The USP shall furnish the details of interruption/ down time of the services along with the payment statement as per the pro forma attached at Annexure- 7. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.
- 7.2.8. Processing of Front Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS) claims of USP for subsidy disbursement and settlement shall be as per the terms & conditions of the Agreement and through the Office of the designated Controller of Communication Accounts (CCAs) of the respective Telecom Service Area. However the claims of USP would be said to be settled only after adjustment & recovery of any pending LD, penalties, dues, etc. as liable as per the Agreement or recovery of inadmissible/excess subsidy for a site as ascertained on the basis of physical verification by Designated Agency as per Clause 5.14.2 & sample inspection conducted by CCA office, during the Agreement period, as per instructions issued thereunder for compliance of its provisions, as per the inspection/verification schedule to be prescribed later by USOF.
- 7.2.9. The aforesaid quarterly statements of each year shall be required to be audited by the auditors of the USP appointed under Section-224 of the Companies Act, 1956 or Section 139 or any other relevant section of the New Companies Act, 2013. The report of the Auditors

By _____
 Director, Telecom Commission
 Deptt. of Telecom, Govt. of India
 1st Floor, New Delhi



should be in the prescribed form given in **Annexure- 4** to be filed with the Administrator or designated monitoring agency /CCA as specified within 7 (seven) calendar days of the date of signing of the audit report but not later than 30th September of the following year.

- 7.2.10. The subsidy for a quarter shall be paid after making adjustments, if any, for the payments made in the previous quarter(s).
- 7.2.11. Final adjustment, if any in respect of excess or shortage in the subsidy disbursed shall be made in the following year based on the quarterly statements duly certified by the auditors of the USP.
- 7.2.12. In case the USP is found to have claimed and received in excess of 10% of the subsidy due to them, the entire amount in excess shall be recovered along with an interest from the date of disbursement at the prime lending rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. (Month for this purpose shall be taken as an English calendar month). No further subsidy shall be disbursed until final adjustment of the excess payment.
- 7.2.13. No interest shall be payable for any short/late payment made to the USP by the paying authority.
- 7.2.14. All the relevant records, systems, relevant NOC (Network Operation Centre)/ Network Management System (NMS) data, logbooks, books of accounts of the USP shall be subject to such scrutiny & examination as may be prescribed by the Administrator so as to facilitate independent verification of the subsidy claimed and paid.
- 7.2.15. In order to ensure effective utilisation of the USO fund released for rendering the obligations by USP and proper and correct verification of subsidy paid & ensuring compliance, for the deliverables and agreement conditions, as claimed in its subsidy claim, over the period of the Agreement, the Administrator can issue instructions/directions, prescribe inspection & verification guidelines/procedures, formats for monitoring performance, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and also can modify, alter, or substitute and amend, if deemed necessary, whatever stated in the Agreement.

7.3. BANK GUARANTEES

- 7.3.1. The USP shall submit a Performance Bank Guarantee (PBG) to Administrator USOF in the prescribed pro forma valid for Two years for each Implementing Unit where the work is awarded to USP, from any scheduled bank in India. The amount of performance bank guarantee shall be equivalent to 5% of total subsidy amount payable to the USP for the entire implementing unit, as specified in tender, for which work has been awarded to the USP. The PBG must be submitted within Fifteen days of issue of letter of intent and before signing of the Agreement.
- 7.3.2. Initially, the bank guarantee (s) shall be valid for a period of Two years. The USP, on its own, shall extend the validity period of the bank guarantee(s) on similar terms at least one month prior to the day of its expiry without any demand or notice from the Administrator for a period of one year.
- 7.3.3. The bank guarantees shall be kept valid for an extended period of six months beyond the period of Agreement or till finalization of accounts i.e. issue of no-dues certificate from the

concerned CCA and final settlement of all the subsidy claims, and adjustment & recoveries of any pending LD, penalties, dues, excess claim etc. as per the Agreement & instructions issued there under, whichever is later. Any failure to do so, shall amount to violation of the terms of the Agreement and entitle the Administrator to encash the bank guarantee(s) and to convert it into a cash security without any reference to the USP at its risk and cost. No interest or compensation whatsoever shall be payable by the Administrator on such encashment.

7.3.4. Without prejudice to its rights of any other remedy, Administrator may encash bank guarantee and forfeit the amount upon any failure of performance of the terms & conditions of the Agreement by the USP.

7.3.5. <Blank>

7.4. MAINTENANCE OF RECORDS

7.4.1. The Administrator or its authorised representative i.e the respective Controller of Communication Account offices shall have the right to call for and the USP shall be obliged to maintain, supply and provide for examination the relevant books of accounts, financial records and provide access to its systems and any other records that it maintains in respect of the business carried on to provide the service(s) under this Agreement at any time.

7.4.2. The USP shall invariably preserve all accounting and financial records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited & approved accounts of the company or until the finalization of accounts, whichever is later. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for termination of the Agreement.

7.5. NON-PERFORMANCE PENALTY

7.5.1 In case, USP fails to commission & provide mobile services from a site(s), within six months of the expiry of the roll-out period (as stated in Clause 6.5), action as per Clause 6.6 shall be taken. In addition, non-performance-penalty @ 5% of the category specific Representative Rate per site, as specified in the Agreement, shall be payable, in respect of sites not commissioned, as penalty by the USP and the site(s) would be deleted/struck-off from the Agreement. Administrator reserves the right to take necessary action, as deemed fit for provisioning of mobile services from such sites.

7.5.2 USP shall indemnify and at all times keep the Administrator, USOF indemnified against any loss to it or any claims by any third person. The USP shall be solely responsible to deal with any/all dispute(s)/issue(s) arising out of the said deletion of the site(s) from the Agreement and consequences thereof.

7.6. EXIT Policy:

7.6.1 A notice of at least 90 days (three months) shall have to be given by the USP seeking exit from the entire scheme in an implementing unit to Administrator, USOF.

7.6.2 Date of Exit shall be the date of expiry of three months from the date of notice for exit as given by the USP seeking exit.

Signature
24/08/2014
2014/08/24
2014/08/24
2014/08/24




SECTION – VIII: 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:

- 8.1. **ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications & IT.
- 8.2. **AGREEMENT** shall mean the Agreement signed by the USP with the Administrator for setting up and managing the infrastructure sites and for Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways for each Implementing Unit, on the basis of the outcome of the bidding process.
- 8.3. **DESIGNATED MONITORING AGENCY** refers to the agency authorized by the Administrator to carry out testing & inspection of the records, systems, claims and installations in order to ensure compliance with terms & conditions of the Agreement.
- 8.4. **EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 8.5. **SITES** means the locations for installation of tower & BTS for provision of mobile services, as per the terms & conditions of the Agreement and as identified in Appendix-1.
- 8.6. **LICENCE** means a License granted or having effect as if granted under the Section-4 of the Indian Telegraph Act, 1885 and the Indian Wireless Act, 1933.
- 8.7. **LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Basic and/ or CMTS and or Unified Access Service), within the geographical boundaries of the specified Licensed Service Area.
- 8.8. **QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof.
- 8.9. **RURAL CONNECTIONS** means the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the BTS site installed with the subsidy support from USO Fund.
- 8.10. **LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the CMTS or UASL Service License except the areas that may be notified to be excluded from time to time.
- 8.11. **SUBSIDY** from Universal Service Obligation Fund (USOF) means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.
- 8.12. **TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.



- 8.13. UNIVERSAL SERVICE PROVIDER (USP)** means such entities like CMTS/ UASL/UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 8.14. USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.
- 8.15. USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.
- 8.16. Infrastructure Providers-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 8.17. EQS** means Equated Quarterly Subsidy
- 8.18. FLS** means Front loaded Subsidy


Mr. [Name], [Title],
[Address], [City], [State], [India]
[Phone Number]



Port surrender 5 out of 9 on 25- May-2017

43 E1s commissioned on 20th Oct 2017