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22/10/12



GOVERNMENT OF KERALA

Abstract

Information Technology Department –Creation of National Optical Fibre Network (NOFN) to provide broadband connectivity to Grama Panchayats across the Nation-Extension of supports from the State Government – Approved- Orders issued.

INFORMATION TECHNOLOGY (A) DEPARTMENT

G.O(Ms)No.21/2012 /ITD

Dated, Thiruvananthapuram, 20/10/2012.

Read:-DO Letter No.16-04/2012-EIP dated 2.05.2012 from the Secretary,
Department of Telecommunications, Ministry of Communications & IT,
Government of India

ORDER

As per DO letter read above it was informed that the Central Government has approved a scheme for the creation of National Optical Fibre Network (NOFN) for providing broadband connectivity to Grama Panchayats across the country. The NOFN project is envisaged as a Centre- State joint effort. It has a provision of Tripartite Memorandum of Understanding (MoU) amongst Department of Telecommunications (DoT), concerned State and the Special Purpose Vehicle (SPV) which will be implementing the scheme. M/s Bharat Broadband Network Limited (BBNL) has been created as an SPV for this purpose. This SPV is fully owned by the Central Government with equity participation from BSNL, RailTel and PowerGrid. The project execution by SPV will commence only after tripartite MoU is signed between Central Government (DoT), respective State Government and the SPV.

2.The NOFN project envisages to connect all the 2.50 lakh Grama Panchayats in the country through optical fibre utilizing existing fibres of PSUs viz BSNL, Railtel and Power Grid and laying incremental fibre to connect to Grama Panchayat wherever necessary to fill the connectivity gap between Grama Panchayats and Block/Districts.

3. The Central Government has solicited some supports from the State Government side for the implementation of this scheme. This project is highly beneficial to Grama Panchayats in the State for various applications like e-health, e-education and e-Governance etc. The project is funded by the Universal Service Obligation Fund (USOF).

4. Government have examined the matter in detail and are pleased to order as follows:

- I. Right of Way permission will be granted to M/s Bharat Broadband Network Limited (BBNL), the SPV, for enabling them to lay Optical Fibre Cable in the State without levying any charges by the Government/local bodies.
- II. A minimum space of 50 sq.ft, free of cost with 200 W power will be provided in each and every panchayat premises/ suitable location in the State for the installation of equipment of NOFN Project.

- III. 24x 7 unhindered accesses will be provided to the BBNL staff or its representative for operation & maintenance activities at the Panchayat premises /allocated place as required.
- IV. Principal Secretary, LSGD is nominated as the Nodal Officer for co-ordination with BBNL/executing agency.
- V. A tripartite Memorandum of Understanding amongst Department of Telecommunications (DoT), Government of Kerala and BBNL, as attached to this order will be executed and the Principal Secretary, IT Department is authorized to sign that tripartite MoU on behalf of the Government of Kerala.

(BY ORDER OF THE GOVERNOR)

P.H.KURIAN
PRINCIPAL SECRETARY TO GOVERNMENT

To

The Secretary, Department of Telecommunications, Ministry of Communications
& IT, Government of India (with C/L)

The Chief General Manager, BSNL, Kerala Circle, Thiruvananthapuram.

The Principal Secretary, LSGD

The Secretary, Public Works Department.

All District Collectors.

The Director, Kerala State IT Mission.

The General Administration (SC) Department

The Accountant General (A& E)/(Audit), Kerala, Thiruvananthapuram.

The Finance Department (vide No.70751/Exp.B3/12/Fin dated 27.09.12)

The Law Department (vide No.13981/G1/2012/Law dated 27.07.2012)

The Local Self Government Department.

The Public Works Department.

✓ Web & New Media, Information & Public Relations Department
(for uploading in the Government web portal)

The Chairman, Kerala State Electricity Board.(with C/L)

The Managing Director, Kerala Water Authority(With C/L)

The Principal Chief Conservator of Forest, Kerala. (with C/L)

The Secretary, Kerala Legislature Secretariat.

The Registrar, Kerala High Court, Ernakulam.

Stock File/ Office Copy.

Copy to

Private Secretary to Minister (Industries & IT)

PA to Principal Secretary, IT Department

Forwarded /By Order



Section Officer



MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as MoU) made and entered on this day of at by and among

- a. Department of Telecommunications, Government of India (hereinafter referred to as "Central Government") under the administrative control of Ministry of Communications & Information Technology having its office at Room No.319, Sanchar Bhawan, Ashoka Road, New Delhi - 100 117 (hereinafter referred to as "DoT" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) represented by Shri/Smt..... ,

..... of the **FIRST PART**

- b. Bharat Broadband Network Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sanchar Bhavan, New Delhi (hereinafter referred to as "BBNL" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) represented by Shri./Smt..... ,

..... of the **SECOND PART**

- c AND Government of Kerala (hereinafter referred to as ' State Government') which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns)represented by Shri. ,

..... of the **THIRD PART**

WHEREAS the Central Government has proposed to establish an Optical Fiber based network for Broadband connectivity to Panchayats for Universal Services to rural population of the country and accordingly Cabinet has approved vide cabinet memo No.37/CM/2011(i) dated 28.10.2011 for creation of National Optical Fiber Network (hereinafter referred to as "NOFN") as a National Asset, for providing Broadband to Panchayats. The objective is to extent the existing optical fiber network to Panchayats by utilizing the Universal Services Obligation Funds (USOF) and creating in institutional mechanism for management and operation of NOFN for non-discriminatory access to all service providers. WHEREAS the DoT intends to undertake the execution of the NOFN project (hereinafter referred to as the "Project") through creation of an SPV, the

BBNL, on the terms & conditions contained in this MoU and Guideline for NOFN issued by Department of Telecommunications from time to time.

AND WHEREAS BBNL, the Execution Agency of the project will facilitate dissemination of information by Central/State Government for overall development of the State through creating and/or upgrading the telecommunication/information infrastructure in Gram Panchayat.

NOW IT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO as follows:-

- 1.0 The Tripartite **Agreement is** signed between Government of India through Secretary (DoT), Chairman and Managing Director of BBNL and Chief Secretary of the State Government for the implementation of project in letter and spirit.
- 2.0 The **Central Government** has approved the formation of **Executing Agency** vide cabinet No.37/CM/2011(i) dated 28.10.2011 and vide letter No.4/4/2009-Policy-I(pt.) dated 16.11.2011 of Department of Telecommunications for implementation, operation and maintenance of the Project under administrative control of the Department of Telecommunications (DoT). BBNL has been formed and designated as Executing Agency.

3.0 Objectives of Project

The scope of work in project includes

- a. Connecting the gram panchayats of India on Optical Fiber using the fiber(s) of OFC and/or laying incremental fiber network for broadband connectivity.
- b. Setting up of suitable telecom network on this National Optical Fiber Network for enabling of various types of applications in the gram panchayats/villages.
- c. Operation and maintenance of this project in accordance with the Central Government/DoT guidelines;

Responsibilities of parties towards Installation, Operation and Maintenance of the Project

4.0 CENTRAL GOVERNMENT

- 4.1 Central Government has formed a CPSU, BBNL, under the administrative control of Department of Telecommunication, Ministry of Communication and Information Technology as executing agency.
- 4.2 The **Central Government** agrees to issue the guidelines and modalities of formulating/implementing projects under the programme from time to time.

- 4.3 The **Central Government** agrees to finance the project through USO Fund.
- 4.4 The **Central Government** through DoT/High Level Committee (HLC) shall monitor and review the implementation of the Scheme and BBNL will executive, monitor the implementation and provide connectivity to State Government/Telecom service providers to roll out different types of telecom services.
- 4.5 The Central Government agrees to approve the guidelines for operationalisation of various components of the scheme including mechanism for payment of fees to Execution Agency.

5.0 BBNL, the execution agency

- 5.1 BBNL agrees to provide the connectivity/Bandwidth on OFC media by tapping at suitable point of existing OFC of BSNL/Railtel/PGCIL or by laying OFC.
- 5.2 BBNL agrees to undertake all works related to laying of new Optical Fiber to reach Grama Panchayath. The work of reinstatement will be done in such a manner that best of the efforts should be made to bring the original position of the digged surfaces along the road side. Maximum efforts should be made to avoid the road cutting. HDD or Horizontal boring methods will be explored to cross the pucca road, if crossing is necessary to minimize the damage of the road.
- 5.3 BBNL agrees to coordinate with State Government for all activities related to Right of Way.
- 5.4 BBNL can further provide OFC based connectivity to any Telecom Service Provider/Internet Service Provider/any information based service provider in the rural area.

6.0 State Government :

State Government will act as a facilitator for providing NOFN services and will ensure the following.

- 6.1 Government of Kerala has entrusted Information Technology Department as nodal department to coordinate with BBNL, for implementation of NOFN Project in the State.
- 6.2 No RoW charges including reinstatement charges will be levied by any State Government, their local bodies, companies or agencies as the information highway proposed to be created through National Optical Fiber Network for broadband connectivity to Panchayats is primarily for the benefit of the local communities to Panchayats and State Governments. This support will be considered as contribution of the State Government towards this project as a larger good for ensuring the time bound implementation of the programme and to avoid any delays in grant of RoW permission.

- 6.3 Electric Utilities (Transco/Discoms) shall give Right of Way (RoW) on their transmission lines/sub-transmission lines/Distribution lines free of cost to BBNL for installation of OPGW/ADSS cable as may be suitable for extending connectivity to Grama Panchayats.
- 6.4 The State Government agrees through its competent authority issue blanket approval to BBNL authorizing it for laying OFC without further need of RoW permission under the State agencies & electric utilities in the State for the NOFN Project during installation as well as operation and maintenance phase i.e. life cycle of the project.
- 6.5 The blanket approval for RoW should be applicable to all the State Government agencies like Public Works Department /RES/Forest/ Municipality/Panchayat authorities/Electricity Boards/ Irrigation/Private Electricity Distribution Agency etc. as applicable.
- 6.6 **State Government**/ or local self government authority concerned will provide space and power at Gram Panchayat office or any other suitable location on free of cost basis for equipment placement and smooth operation of the NOFN project as required.
- 6.7 **State Government** agrees to provide unhindered Access to BBNL'S staff or its representative in Panchayat Bhawan for operation/ maintenance.
- 6.8 This agreement will be valid for operation and maintenance of the Optical Fibre Cable and Optical Fibre Cable Network also.

7.0 Advantage to State Governments

- 7.1 Panchayats are the constitutionally mandated 3rd tier of Government and key institutions for local self Government in the rural areas. Coverage of Panchayats with Broadband internet connectivity has a great potential for empowering rural masses by giving them access to information, public services including those of education, health and financial inclusion.
- 7.2 Bandwidth requirement for Panchayats will be higher due to sharing of connectivity and extensive use of audio/video applications on account of low literacy level. Therefore, it is necessary to take the optical fiber upto the Panchayats which would ensure broadband connectivity with adequate bandwidth.

- 7.3 The network can be used for service delivery platform for payment, enrollment and registration for Below Poverty Line (BPL), Mahatma Gandhi National Rural Employment Guarantee Act (MNREGA), Public Distribution System (PDS), certificates for birth/death/income, land records and registration by the state government effectively and efficiently by electronics means.
- 7.4 State Government can develop e-office for delivery of document management system, collaborative messaging, e-file, record management, project and task management, RTI, Parliament Questions, court cases, public grievances, inventory and stores, administration, Human Resource, budget monitoring, circulars, events, notices, etc. taking into consideration of Panchayats and rural citizen.
- 7.5 Other applications for the Panchayats are Government schemes, Planning, Management, Monitoring, Payments, Education, Health, Employment, Agriculture and Commerce.
- 7.6 Further with the help of Central Government standardized ICT Systems & Services, State Government can get robust & reliable National Network, improved efficiency & reduced costs, improved Centre-State co-ordination, improved co-ordination among States, sharing of best practices, better planning, visibility & monitoring of development, enhanced Cyber Security & Data Control, improved public service & delivery at Panchayats and improved productivity, efficiency & reduced cost.

8.0 Benefit to Panchayats' Citizens.

- 8.1 Panchayats' Citizens will get easy and convenient access to public services on education, health, security, employment, agriculture, banking, pension, transport, energy, legal, etc.
- 8.2 They will get awareness & access of transparency and accountability, simplified transactions in real time, improved Government interface, enhanced Governance experience and social empowerment.

9.0 Benefits to Government of India

- 9.1 Center Government can get standardized, Secure, scalable, future proof & Reliable National ICT Network & Systems, Re-engineered processes based on leading best practices, Robust & Reliable common National ICT infrastructure.

- 9.2 Center Government can ensure efficient delivery of centrally sponsored schemes, enhanced access, transparency & accountability at Center & State, information repository on people, places and programs for Improved Planning, monitoring and implementation of Central Schemes enhanced inputs for planning process at all levels.
- 9.3 Better Centre-State interface for information sharing and collaboration will improve public faith in the Government system as a whole and improved Productivity, efficiency & reduced cost of the Central Schemes for welfare of rural citizen.

10.0 Confidentiality

All parties acknowledge the confidentiality of the information, which may be exchanged between the parties from time to time as being essential to this MoU and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as is:

- Part of the public domain at the time of disclosure or
- Required to be disclosed by official authorities in accordance with the applicable laws.

11.0 Arbitration and applicable law:

- 11.1 The parties hereby agree that any controversy, claim or dispute arising out of the interpretation, application or in connection with this MoU which cannot be resolved amicably, shall be referred to Secretary (Telecom), Govt. of India whose decision shall be final and binding on all parties. All disputes will be resolved as per the Government of India policies and applicable Indian Laws.
- 11.2 All three parties shall not use logos, trademarks and intellectual property of each other.

12.0 Force Majeure:

No failure or omission by either party to carry out or observe or perform any of the terms and conditions of this agreement shall give rise to any claim against such party or be deemed a breach of this MoU if such failure or omission arises from an act of God, act or omission of Government, War or Military operation, accidents, national or local emergency, fire, lightening, explosion, flood, inclement weather, equipment failure or any other cause whether similar or dissimilar outside such Party's control.


- 13.0 **Validity:** This MoU shall come into force upon signature by all three parties and shall be valid for entire life cycle of the project.

14.0 Termination

- 14.1 This MoU can be terminated under extreme exigency conditions by the concerned parties under mutual agreement.

14.2 In case of war/hostilities, second party based on operational requirements towards national security can suspend the MoU by giving three months notice to the first party and can resume at the end of the war/hostilities.

IN WITNESS WHEREOF, the parties hereto have signed this MoU at.....
 on the day mention first above in the presence
 of witnesses mentioned under

<p>SIGNED AND DELIVERED BY (on behalf of MINISTRY of Communication & Information Technology, Government of India)</p> <p>Signature</p> <p>Name & Designation</p> <p>.....</p> <p>Address</p> <p>.....</p>	<p>In the present of</p> <p>Signature</p> <p>Name & Designation</p> <p>Address</p> <p>.....</p> 
<p>SIGNED AND DELIVERED BY (on behalf of BBNL)</p> <p>Signature</p> <p>Name & Designation</p> <p>.....</p> <p>Address</p> <p>.....</p>	<p>In the present of</p> <p>Signature</p> <p>Name & Designation</p> <p>Address</p> <p>.....</p>
<p>SIGNED AND DELIVERED BY (on behalf of State Government of Kerala)</p> <p>Signature</p> <p>Name & Designation</p> <p>.....</p> <p>Address</p> <p>.....</p>	<p>In the present of</p> <p>Signature</p> <p>Name & Designation</p> <p>Address</p> <p>.....</p>