
PROJECT MANAGEMENT AGREEMENT

FOR

COMMON TRANSMISSION INFRASTRUCTURE (CTI)

BETWEEN

L.O.I. HOLDER FOR FM RADIO BROADCASTING (PHASE-II)

AND

BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED

THIS **PROJECT MANAGEMENT AGREEMENT** is made on this ____ day of _____, 2005.

BETWEEN

....., a company registered under the Companies Act, 1956 having its registered office at (hereinafter referred to as “the First Party”, which expression shall include its successors-in-title and permitted assigns) of the first part;

AND

BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED, a Government Company registered under the Companies Act, 1956 and having its head office at 14-B, Ring Road, I.P. Estate, New Delhi – 110002 (hereinafter referred to as “BECIL”, which expression shall include its successors-in-title and permitted assigns) of the other part.

(The First Part and BECIL collectively referred to as the “**Parties**” and individually “**Party**”.)

WHEREAS the first party has been issued a Letter of Intent (LOI) by the Government of India, Ministry of Information & Broadcasting, inter alia, to enable it to enter into an agreement with BECIL and deposit the requisite amounts towards common transmission infrastructure, before executing the Grant of Permission Agreement with the Government of India to establish, maintain and operate an FM Radio Station at (*Indicate the name of city*);

AND WHEREAS in terms of the phase II FM Radio Policy announced by the Government of India, successful bidders have to co-locate transmission facilities on existing All India Radio/Doordarshan (Prasar Bharati) towers or towers to be constructed by BECIL as the case may be and common facilities have to be integrated by BECIL.

AND WHEREAS the first party has entered into an agreement with Prasar Bharati whereby Prasar Bharati has agreed to make available land and tower aperture for the above mentioned city to build, install and operate the common facilities and other equipment of the FM radio broadcast facility.

AND WHEREAS the first party has approached BECIL to provide project management service to build, install, commission and complete the Common Transmission Infrastructure (defined below) and BECIL is willing to do so.

AND WHEREAS the Parties have agreed to enter into the agreement as herein to appoint BECIL to provide project management services to build, install, commission and complete the Common Transmission Infrastructure.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. DEFINITIONS

In this Agreement, in addition to the words defined above and unless the context otherwise requires, the following words shall have the following meanings:

“Agreement” means this Agreement including the Annexures as the same may be varied from time to time in writing by the Parties;

“Common Transmission Infrastructure” (CTI) means the common equipment and other related infrastructure of the FM radio broadcast facility more particularly set out and described in **Annexure I** and to be built, installed, commissioned and completed by BECIL at the site in accordance with the terms and conditions of this Agreement;

“Confidential Information” means all transactions contemplated under this Agreement and all trade secrets, processes, dealings, products and any other information whatsoever relating to the business, operations, transactions or affairs of each party;

“Costs” means the estimated or actual costs of the Equipment, as the context requires, set out in clause 5 of this Agreement and advanced and to be advanced by the first party to BECIL to procure the Equipment for the CTI;

“Equipment” means all the equipment installed at the CTI (including the imported and indigenous equipment, but excluding the Transmitter and the Program Links) more particularly set out and described in Annexure I, and to be procured, installed and commissioned for and on behalf of all LOI holders by BECIL at the Site in accordance with the terms and conditions of this Agreement;

“Fees” means the project management fees set out in clause 5 of this Agreement payable by the first party to BECIL in consideration of BECIL building, installing, commissioning and completing the Common Transmission Infrastructure to the satisfaction of the first party in accordance with the terms and conditions of this Agreement;

"The Government" means the Government of India represented through the Ministry of Information & Broadcasting having its office at Shastri Bhawan, New Delhi - 110 001.

"Prasar Bharati" (PB) means Prasar Bharati (Broadcasting Corporation of India), a statutory corporation established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990 and having its principal office at PTI Building, Parliament Street, New Delhi - 110 001.

“Program Links” means all the distribution and linking equipment and cables to carry and deliver audio signals from the radio studios of the first party to the Transmitter to be installed at the Site;

“Project Management Services” means the project management services to be provided by BECIL in relation to the building, installation, commissioning and completion of the CTI more particularly described and set out in **Annexure II**.

“Site” means the land finally allocated by the PB/Government and the transmission tower of the Government/Prasar Bharati, (inclusive of all common areas for the use of the first party) pursuant to the terms and conditions of the agreement entered into by and between PB and the first party;

“Transmitter” means the FM radio broadcast transmitters to be installed by the first party at the Site.

‘LOI holder’ and ‘LOI holders’ respectively mean the individual LOI holder and the total number of LOI holders joining the CTI at a particular city.

2. INTERPRETATION

2.1 Any reference in this Agreement to any statute or statutory provisions shall include a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all subsidiary statutory instruments, orders and regulations for the time being in force.

3. PROJECT MANAGEMENT SERVICES

3.1 The first party hereby appoints BECIL to provide the Project Management Services to build, install, commission and complete the CTI and BECIL accepts the said appointment.

3.2 BECIL shall make all reasonable endeavors to complete each of the activities in respect of the building, installation, commissioning and completion of the CTI to the satisfaction of the first party for delivery to the first party in accordance with the timeline set out in **Annexure III**, provided always that the legal and beneficial ownership and all right, title and interest to all and any parts of the first party's share in the Common Transmission Infrastructure (at whatever stage of completion) and the Equipment shall at all times remain with the first party and BECIL shall not have any right at law or in equity and at anytime to make any claim of title or create any lien, charge or other encumbrance whatsoever over all or any parts of the CTI or the Equipment.

The obligations of BECIL as set out at Clause 6 shall automatically conclude upon the commissioning of the CTI as set out in Clause 8. For the avoidance of doubt, the performance of Equipment installed at the site shall be the exclusive responsibility of the first party.

4. EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement shall be effective from the date first set forth above and shall continue until the completion and delivery of the Common Transmission Infrastructure to the satisfaction of the first party, unless terminated in accordance with the provisions thereof. This Agreement may only be extended by mutual agreement of the parties in writing.

5. FEE AND EXPENSES

- 5.1 In consideration of BECIL building, installing, commissioning and completing the CTI, the first party shall pay BECIL its share of actual net Costs (after the deduction of all discounts, rebates and other incentives given by the suppliers of the Equipment). In addition to the cost of CTI, the first party shall also pay Fee to BECIL for providing Project Management Services equivalent to ten percent (10%) of its share of actual net Costs and also the service tax as applicable thereon.

The cost of the project shall be payable by the first party to BECIL as follows: -

- (i) An advance payment of a sum of Rupees(Rs.) only as approximately hundred percent (100%) of the first party's Share of the estimated Costs (including fee for Project Management Services) as provided in **Annexure IV**, immediately after signing the agreement on the same day;
- (ii) The aforesaid payment of fees shall be subject to deduction of tax at source as per the applicable income tax laws.
- (iii) Final settlement of account on the basis of actual expenditure shall be carried out after the completion of project as explained in Annexure – IV.

- 5.2 In the event of any LOI holder withdrawing from the CTI, the entire amount paid by it (cost & fee) to BECIL shall stand forfeited. However, BECIL may at its discretion refund the whole or a part of the amount forfeited towards cost if a new LOI holder joins the CTI before completion of the project.

6. OBLIGATIONS OF BECIL

- 6.1 BECIL covenants and undertakes as follows:-

- (i) It shall use its best endeavours to complete the Project as per the international standards in accordance with the timelines set out in Annexure III to the satisfaction of the first party;

- (ii) It shall provide all the Project Management Services diligently and professionally;
- (iii) It shall, upon request, provide the representatives and other persons duly authorised by the first party immediate and full access to the site to assess the progress and stage of completion of the Common Transmission Infrastructure;
- (iv) It shall comply with all applicable laws and regulations or orders and directives of any competent authority (including without limitation applicable labour and other laws and regulations governing its employees, contractors, sub-contractors and any persons employed or engaged in connection with this Agreement) in performing and carrying out its obligations under this Agreement and shall discharge and fully indemnify the first party against all liability, claims, demands, fines, penalties and other consequences arising from its failure to comply with such laws and regulations;
- (v) It shall at its own cost and expense effect adequate public liability, workmen compensation, personal accident and other insurance cover with a reputable insurance company (and shall provide the first party a copy of the insurance policy and the insurance premium receipt) in respect of all employees, contractors, sub-contractors and all persons involved in the building, installation, commissioning and completion of the Common Transmission Infrastructure and the provision of the Project Management Services against any third party and other claims arising from any accident or negligent act or omission at the Site or from any other cause; and
- (vi) it shall at all times maintain the site in a clean and orderly condition and shall take all necessary measures to ensure that there is no accumulation of waste, rubbish or other construction material at the Site.
- (vii) In the event the project does not take off, is called off or is not completed due to any force-majeure reasons or act of God, BECIL undertakes to refund the unspent and non- committed amount of the advance payment received by it from the first party, excluding the Project Management Fee, on demand being made by it in this regard.
- (viii) BECIL shall install, test and commission the Equipment and shall ensure that the Equipment functions and performs in accordance with its published specifications and any other representations made by the manufacturers of the Equipment to the satisfaction of the first party.
- (ix) Upon the completion and the successful acceptance testing (if applicable), to the satisfaction of the Group of LOI holders, BECIL shall issue a certificate of completion of the building, installation, commissioning of the Common Transmission Infrastructure.
- (x) BECIL undertakes and warrants that the services rendered by it by way of handling, installation, integration & commissioning of the Common Transmission Infrastructure are free from all defects in workmanship. This warranty is for a period of one year from the date of delivery of the Common

Transmission Infrastructure to the first party. During the said period BECIL shall rectify, as soon as reasonably practicable any such defect in the workmanship of the Common Transmission Infrastructure without any charge. This clause shall survive the expiry/termination of the Agreement and the final settlement of accounts.

7. OBLIGATIONS OF THE FIRST PARTY

- 7.1 The first party shall provide to BECIL relevant technical information to enable BECIL to interface the Program Links and the Transmitter to the Common Transmission Infrastructure.
- 7.2 The first party confirms that the procurement, installation and commissioning of the Transmitter and the Program Links shall be the responsibility of the first party.
- 7.3 The first party shall obtain and provide a copy to BECIL of the frequency allocation and SACFA clearance from WPC Wing, Ministry of Communications & IT, as early as possible.
- 7.4 The first party shall be obliged to allow BECIL to inspect the CTI at such times after completion of the project and during the entire period of Permission as may be necessary to ensure compliance with this agreement.

8. COMMON TRANSMISSION INFRASTRUCTURE AND PROCUREMENT PROCEDURE

- 8.1 The specifications for various equipment of CTI as well as procurement (including procurement procedures) of major components of CTI, as listed at item no.1 in **Annexure –I** hereto, shall be approved by a committee comprising one representative each of all LOI holders for the particular city and one representative of AIR, wherever applicable, by consensus or a majority vote. In case of a tie, BECIL shall make a decision on the specifications and/or procurements, as the case may be, which shall be final and binding. The specifications will be framed in such a manner that the quality of existing AIR services do not deteriorate after commissioning of CTI.
- 8.2 All LOI holders shall agree upon the specifications. In case any LOI holder or AIR wants to install equipment of higher specifications than agreed upon, it shall bear the difference in cost.
- 8.3 The legal and beneficial ownership, and all rights, title and interest in the equipment and the Common Transmission Infrastructure shall at all time remain and vest in the Group of LOI holders and in no LOI Holder individually.
- 8.4 All the equipment shall have a lock-in period of ten years from the date of operationalization of the last channel in the city and no LOI Holder shall be permitted to take back the equipment specified at **Annexure – V** under any circumstances within this period.

9. CONFIDENTIALITY

9.1 The parties covenant and undertake with each other, as follows:-

- (i) They shall keep and maintain in strict confidence the Confidential Information;
- (ii) They shall not copy, reproduce or reduce to writing any part of the Confidential Information of the other party, except as may be reasonably necessary to achieve the purposes of this Agreement; and
- (iii) They shall not disclose the Confidential Information of the other party to any of its employees, agents or professional advisers, except on a "need to know" basis and only if necessary to achieve the purposes of this Agreement.

9.2 The confidentiality and non-disclosure obligations of clause 9.1 shall not apply if, and to the extent that:-

- (i) The Confidential Information is or becomes a part of the public domain through no fault, act or omission of the other party; or
- (ii) The Confidential Information was in its lawful possession prior to the disclosure and had not been obtained either directly or indirectly from the other party; or
- (iii) The Confidential Information is lawfully disclosed to the other party by a third party that may disclose such Confidential Information without any legal or contractual restriction on disclosure; or
- (iv) The Confidential Information is expressly approved for release with the prior written authorisation of the other party; or
- (v) Disclosure is required by a judicial order or decree, whereupon it shall:-
 - (a) Promptly notify the other party of such actual or anticipated requirement;
 - (b) Take all reasonable measures to oppose or restrict such disclosure, or to make such disclosure on terms which shall preserve as far as possible the confidentiality of the information;
 - (c) Take all such steps as will permit the other party whether individually or collectively, to have a reasonable opportunity to file for, to oppose or to restrict such disclosure by lawful means, or to obtain a protective order or otherwise proceed to protect under applicable law the interests of the other party; and
 - (d) Endeavour to ensure that the Confidential Information is treated as disclosed in confidence.

- 9.3 The parties shall not publish or otherwise make publicly available any Confidential Information or to any third party without the prior written approval of the other party.
- 9.4 The confidentiality obligations of the parties shall continue and survive the termination of this Agreement for any reason for a period of five (5) years from the date of termination.
- 9.5 The parties acknowledge and agree that monetary damages will not be sufficient to avoid or compensate for any unauthorised use or disclosure of the Confidential Information and that injunctive or other equitable relief will be an appropriate remedy to prevent any actual or threatened use or disclosure of such Confidential Information.

10. WARRANTIES

10.1 Each of the Parties hereby represents and warrants that:-

- (i) It has the authority and legal capacity to enter into this Agreement;
- (ii) It has not entered and shall not enter into any agreement, arrangement or understanding with any third party that conflicts or may conflict with the provisions of this Agreement; and
- (iii) It is not under any disability, restriction or prohibition, which prevents it from performing or adhering to any of its duties or obligations under this Agreement.

11. INDEMNITY

The parties agree with each other to indemnify and keep fully indemnified each other and their directors, officers, employees and agents from and against any and all liability, claims, demands, losses (direct and indirect), damages and expenses (including without limitation, its attorney fees and costs) suffered by them arising from any breach or non-performance of any undertakings, covenants, warranties and obligations of this Agreement by the other party.

12. TERMINATION

This agreement shall automatically stand terminated if:

- a The Letter of intent issued in favour of the LOI Holder by the Government of India is revoked/withdrawn;
- b LOI Holder fails to pay its share of estimated cost as provided in clause 5.1.

13. REMEDY FOR DELAY

- 13.1 In the event BECIL is not able to complete the project as per the timeline set in this agreement because of any delay on its part, BECIL will be liable to pay liquidation damages to the first party @ 0.25% of the first party's share of the cost of the CTI per completed week of delay to a maximum of 5%.

14. FORCE MAJEURE

BECIL shall be under no liability whatsoever for delay occasioned by any act of Force Majeure, including but not limited to acts of God, war, fire, riot, strike, natural calamity, etc. or any other cause beyond its reasonable control.

15. NON-ASSIGNMENT

Neither BECIL nor the first party may, without the written consent of other party to this Agreement, assign this Agreement or any of its rights or obligations hereunder to any third party. Any such purported assignment shall be void.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India.

17. DISPUTE RESOLUTION

- 17.1 Any dispute between the parties under this Agreement shall be referred for arbitration to a sole arbitrator to be nominated by the Secretary, Ministry of Information & Broadcasting, Government of India. A government officer would also be eligible for appointment as an arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such arbitration. The Courts at Delhi alone shall have jurisdiction over the dispute. This clause shall survive the termination of the agreement.

18. NOTICES

- 18.1 Any notice or communication required to be given under this Agreement or between the Parties with respect to any of the provisions of this Agreement shall be in writing and in English and shall be deemed to be duly given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if delivered by courier service or by hand or sent by pre-paid registered post or by facsimile transmission in permanent written form or through E-mail to the address of the Party receiving such notice as follows or as notified and acknowledged between the Parties for the purpose of this clause:-

.....	<u>BECIL</u>
Attention:	Attention: Shri. K.R.P Verma, CMD / Shri. Harkesh Gupta, Director (O&M)
Address:	Address : 14-B, Ring Road, I.P. Estate, New Delhi - 110002
Telephone No:	Telephone No : (091) 2337 8823
Facsimile No:	Facsimile No : (091) 2337 9885
Email ID:	Email ID : becil@vsnl.com

18.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:-

- (i) At the time the same is left at the address of or handed to a representative of the Party to be served, if delivered by hand or courier service;
- (ii) Three (3) days following the date of posting, if sent by prepaid registered post; and
- (iii) On receipt of the facsimile transmission or E-mail, if sent by facsimile transmission or E-mail.

19. MISCELLANEOUS

19.1 Any reference to a person includes a reference to a natural person, corporation, firm, association or other entity; words importing the singular number includes the plural and vice versa; and references to any gender includes a reference to all other genders.

19.2 The headings of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

19.3 No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

19.4 If any provision of this Agreement is rendered void, illegal or unenforceable by any court of competent jurisdiction, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not affect the validity or enforcement of this Agreement.

- 19.5 This Agreement is executed in the English language and may be executed by each of the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but the counterparts shall together constitute one and the same instrument.
- 19.6 The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and arrangements between the Parties, and there are and will not be any promises, terms, conditions, or obligations, oral or written, expressed or implied, other than those contained herein and this Agreement shall not altered, amended or varied except by an instrument in writing signed by the Parties hereto.
- 19.7 Each Party shall bear its own costs in connection with the preparation and execution of this Agreement.
- 19.8 The relationship between the Parties to this Agreement shall not be construed as creating any agency-principal or partnership relationship.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

Signed and delivered for and on behalf of _____ By: Name: Title:	Signed and delivered for and on behalf of BECIL _____ By: Name: Title:
---	--

In presence of the following witnesses:

- 1.

- 2.

COMMON TRANSMISSION INFRASTRUCTURE

(I) Major components of Common Transmission Infrastructure (CTI) would be as follows:

- Antenna system
- RF feeder cable and accessories
- Combiners
- Antenna switch frame
- Power supply system for the total set up including the requirements of individual LOI holder transmitters
- Building works to house CTI as also the building for LOI holder individual transmitters

(II) Other Miscellaneous Items:

- Rigid line and accessories
- Air-conditioning arrangements excluding that for LOI holder individual transmitters
- Earthing system for CTI
- Fire fighting equipment for CTI
- Technical furniture at CTI

Note : The components of CTI, as mentioned above, will be exclusive of

- LOI holder individual transmitter set-ups
- LOI holder programme receive equipment
- Air-conditioning arrangements for LOI holder's individual transmitter set-ups
- Power supply distribution arrangements within LOI holder transmitting set-ups
- Fire fighting equipment for LOI holder's individual transmitter set-ups

**PROJECT MANAGEMENT SERVICES TO BE RENDERED BY BECIL FOR SETTING UP
COMMON FM TRANSMISSION INFRASTRUCTURE**

1. Project conceptualization covering the preliminary design of the project identifying the following parameters.

- (a) Assessment of requirement of site for the building.
- (b) Power of the transmitter
- (c) Type and configuration of the combiner
- (d) Gain of the antenna to be used.
- (e) Number of antenna bays.
- (f) Effective radiated power.
- (g) Technical parameters of the radiation pattern of the antenna.
- (h) Type of transmission line to be used.
- (i) Power Supply System.
- (j) Air-conditioning and Ventilation System.

2. SACFA Clearance

Preparation of application and co-ordination for the relevant frequency allocation and clearance from the Standing Advisory Committee on Radio Frequency Allocation (SACFA) of Wireless Planning and Co-ordination Wing, Ministry of Communications.

3. Procurement of equipment

- (a) Drawing up of specification for the following equipment
 - Combiner
 - Antenna
 - Antenna Switch Panel
 - Feeder Cable and accessories
 - Power Supply equipment
 - Ventilation equipment
- (b) Issue of tenders for above equipment
- (c) Evaluation of tenders for the purpose of assessing the suitability of equipments.
- (d) Carrying out negotiations with the major equipment vendors/suppliers in consultation with an authorized representative of
- (e) Placement of orders for the equipment on behalf of
- (f) Assist in obtaining necessary permits, custom clearance, LOI holder and compliance of statutory requirements with respect to each centre. All charges for the same shall be borne by the client.

5. Buildings

- (a) Technical design and layout of transmitter building
- (b) Issue of tenders and award of work for the construction of transmitter buildings.
- (c) Technical supervision of the construction of the transmitter buildings.

6. Power Supply System

- (a) Estimation of power supply requirement.
- (b) Power supply arrangements including backup arrangements
- (c) Interaction with the suppliers of equipment regarding installation

7. Ventilation and Air-conditioning System

- (a) Estimation of the rating of Air-conditioning system
- (b) Procurement of Air-conditioning System
- (c) Interaction with the Suppliers/vendors regarding the design and installation of the system.

8. Inspection and receipt of equipment

- (a) Inspection of equipment
- (b) Receipt of equipment at the site.
- (c) Checking for shortages, damages, poor workmanship and other non-compliance with the published specifications of the equipment.

9. Coordination and Supervision of Installation of equipment.

- (a) Antenna system
- (b) Combining system
- (c) Feeder cables and associated equipment
- (d) Power Supply equipment
- (e) Ventilation equipment

10. Inspection of the project after the completion of installation

- (a) Inspection of the installation for its technical performance
- (b) Checking the performance figures

11. Handing over and advice on maintenance

- (a) Preparation of a handing over document
- (b) Advice on inventory management

12. Co-ordination meetings

BECIL shall periodically schedule co-ordination meetings with the first party(ies). A minimum of 24 hours prior notice will be given to the first party(ies) to appoint its representative to attend this meeting. Minutes of meeting shall be sent by BECIL to the first party(ies) for confirmation and approval.

TIMELINE

In the case where Prasar Bharati towers are readily available, 12 months from the date of signing this agreement and payment of estimated capital cost by all LOI holders joining the Common Transmission Infrastructure for a particular city or 11 months from the date of submission of SACFA clearance by all LOI holders, whichever is later.

In the case where towers are to be constructed by the Government, 12 months from the date of signing this agreement and payment of estimated capital cost by all LOI holders joining the Common Transmission Infrastructure for a particular city or 11 months from the date of submission of SACFA clearance by all LOI holders or 2 months from the construction of tower, whichever is later.

Illustration: If for a particular city e.g. Delhi, the agreements are signed on 04.5.06, 08.5.06, 15.5.06, 26.5.06 and 02.6.06, then 12 months shall be counted from the date on which the last LOI holder signed the agreement.

Similarly, if SACFA clearances are submitted on 15.5.06, 20.5.06, 28.5.06, 07.6.06 and 17.6.06, then 11 months shall be counted from the date of submission of last clearance on 17.6.06. In this case the timeline shall be 12 months from 02.6.06, being later. However, if the last clearance is submitted on 10.7.06, then timeline shall be 11 months from 10.7.06.

In case tower construction is completed on 31.5.07 then the timeline shall be two months thereafter i.e.31.7.07. If tower is constructed two months before expiry of 12 months from date of signing last agreement or 11 months from submission of last SACFA clearance, the timeline shall be reckoned accordingly.

Note: In case there is undue or intentional delay on the part of any LOI holder in signing the agreement or in obtaining and submitting the SACFA clearance, BECIL shall have the right to commence implementation of the CTI project. Such LOI holder may not be allowed to join the CTI at a later stage if orders for major components have already been placed.

ESTIMATED COST OF COMMON TRANSMISSION INFRASTRUCTURE AT 91 CITIES
UNDER PRIVATE FM PHASE-II

1. CALCULATION OF ESTIMATED COST

The cost of the CTI has been worked out on the basis of standard components, which have been used during collocation of FM stations at three metro centers in phase-I. The collocated stations are working successfully. Based on the assumptions given below, the system design has been made to optimize radio coverage combining high gain antennas with low power transmitters. Such design will reduce electricity bills resulting in low maintenance cost and reduced operating cost. For each category of station, the cost has been worked out separately. Current prevailing rates have been used to arrive at the estimated cost. The estimated costs are inclusive of BECIL's Project Management Fee @ 10% of the estimated cost of equipment and works. Service Tax @ 10.2% of the Project Management Fee shall also be included in the final cost.

The estimated costs of various categories of stations viz. A+, A, B, C and D are attached as **Annexure -IV-A**. Based on these calculations, the estimated share of capital cost for each broadcaster for various categories of stations is given below:

S. No.	Category	Estimated share of capital cost for each Broadcasters (Rs. in Lakhs)
1	A+	108.00
2	A	97.00
3	B	75.00
4	C	65.00
5	D	45.00

ASSUMPTIONS

- (i) The share of cost of Common Transmission Infrastructure (CTI) projected above is based on the number of LOI holders joining the CTI as given below against each category. In case, however, the number of LOI holders increases or decreases, the share of cost to each LOI holder would vary accordingly.

S. No.	Category	Number of LOI holders sharing the CTI for the purpose of estimation
1.	A+	4
2.	A	4
3.	B	3
4.	C	3
5.	D	2

- (ii) The estimated cost of equipment is based on current prevalent prices. The final costs would be charged on the basis of actual at the time of procurement of equipment.
- (iii) In the case of imported components, the estimated cost is based on the foreign exchange rates of 1 US \$ = INR 45 and 1 Euro = INR 55 and effective custom duty rate at 34.43%. The actual cost will take into account exchange rates prevailing at the time of procurement of various items.
- (iv) The present rate of Service Tax is 10.2% of the consultancy fee. The actual cost will take into account the rate of service tax applicable at the time of settlement of final accounts.
- (vi) The estimated costs are exclusive of the rentals for tower and land that will have to be paid by the LOI holder to Prasar Bharati.

2. SETTLEMENT OF FINAL ACCOUNTS

- 2.1 Final settlement of accounts on the basis of actual expenditure shall be carried out within two months of the completion of project or within one month of the final settlement of accounts with other agencies such as Electricity Authorities, whichever is later.
- 2.2 The statement of account for the expenditure incurred will be submitted to the L.O.I. holders for final settlement. In case the actual expenditure is less than the amount deposited by the L.O.I. holder, the excess amount would be refunded to the L.O.I. holder. In the event of the actual cost of the project exceeding the deposited amount, the L.O.I. holder shall pay the balance to the BECIL. During such period that the balance amount due to BECIL is not paid by the L.O.I. holder, BECIL will continue to be the custodian of the CTI and the first party shall have to pay damages @PLR +2% per annum for the aforesaid delayed payments.

ANNEXURE – IV-A

**ABSTRACT OF ESTIMATED COST OF COMMON TRANSMISSION INFRASTRUCTURE
FOR VARIOUS CATEGORIES OF STATIONS**

1. A+ Category:

S. No.	Description	Total Cost (Rs. in Lakhs)
1	Imported Items	287.06
2	Indigenous Items	145.33
	Total :	432.39
	Share of each of Four Broadcasters :	108.10
	SAY Rs. :	108.00

2. A Category:

S. No.	Description	Total Cost (Rs. in Lakhs)
1	Imported Items	241.11
2	Indigenous Items	145.33
	Total :	386.44
	Share of each of Four Broadcasters :	96.61
	SAY Rs. :	97.00

3. B Category:

S. No.	Description	Total Cost (Rs. in Lakhs)
1	Imported Items	110.01
2	Indigenous Items	113.8
	Total :	223.81
	Share of each of Three Broadcasters :	74.60
	SAY Rs. :	75.00

4. C Category:

S. No.	Description	Total Cost (Rs. in Lakhs)
1	Imported Items	107.36
2	Indigenous Items	88.76
	Total :	196.12
	Share of each of Three Broadcasters :	65.37
	SAY Rs. :	65.00

5. D Category:

S. No.	Description	Total Cost (Rs. in Lakhs)
1	Imported Items	46.61
2	Indigenous Items	45.51
	Total :	92.12
	Share of each of Two Broadcasters :	46.06
	SAY Rs. :	46.00

Detail estimates for each category of stations are attached.

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED
BY FOUR BROADCASTERS OF CO-LOCATED TRANSMITTERS AT
'A+' STATIONS**

B. INDIGENOUS COMPONENT

S. No.	Items	Qty	Rate (Rs. in Lakhs)	Amount (Rs. in Lakhs)
1	Building			
(a)	Construction of Transmitter and Combiner Room, Cable Trenches, Heavy Duty Flooring, Interior Partitioning etc. (Sqm.)	262	0.08	20.96
(b)	Construction of various platforms and sheds for Generator, Dishes, Power Supply yard etc. including preparatory work of the land (Sqm.)	408	0.04	16.32
2	Mains Power Supply system for a connected load of 248 KVA including HT transformer, associated Switch Gears, Cables, Earthing Pit and connection charges to be paid to electricity authorities.	1	23.21	23.21
3	Standby Power Supply system with Diesel Generator of 275 KVA including accessories like AMF Panel, Distribution Cabling & Acoustic enclosure	2	24.2	48.4
4	Air-conditioning plant 3x3 tons	3	0.9	2.7
5	Earthing (lot)	1	4	4
6	Fire Fighting, Technical Furniture, Misc Tools etc. (lot)	1	3.5	3.5
7	Antenna and feeder cable hoisting including RF Cable Trays		8	8
Sub Total of (B) :				127.09
8	Contingency @ 3%			3.81
Total :				130.90
9	Professional Charges @ 10% of the total cost			13.09
	Service Tax @ 10.2% of Professional Charges			1.34
GRAND TOTAL :				145.33

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED BY FOUR BROADCASTERS OF
CO-LOCATED TRANSMITTERS AT 'A+' STATIONS**

A. IMPORTED COMPONENT

S. No.	Description	Qty.	Curr.	F.O.B Unit Price	F.O.B Unit Price in INR (FOB X ER) (ER:1 US\$ =INR 45) 1 Euro = 55 INR	Freight & Insurance (in %)	CIF Unit Price (INR Price x F&I)	Custom Duty (CIF x 0.34443**) (**CD @ 34.443%)	Landed Unit Cost	Cost including Contingences (@3%)	Cost Including BECIL Service Charge @ 10% & 10.2% Service Tax On Service Charge (Total 11.02%)	Total Cost
	ANTENNA & RF FEEDER SYSTEM											
1	8x4 Panel Antenna for double cable feeding & including mounting interface (160 kW)	1	USD	170,080.00	7,653,600.00	15%	8,801,640.00	3,031,548.87	11,833,188.87	12,188,184.53	13,531,322.47	13,531,322.47
2	2 x 5" RF Feeder Cable and Accessories (2X230 Mtrs.)	1	EURO	55,838.00	3,071,090.00	30%	3,992,417.00	1,375,108.19	5,367,525.19	5,528,550.94	6,137,797.26	6,137,797.26
3	Antenna Switch Frame (80 kW, 4-1/2" rigid line)	1	USD	14,400.00	648,000.00	15%	745,200.00	256,669.24	1,001,869.24	1,031,925.31	1,145,643.48	1,145,643.48
4	Dehydrator with Tubing (for two output cables)	2	EURO	1,499.40	82,467.00	12%	92,363.04	31,812.60	124,175.64	127,900.91	141,995.59	283,991.18
5	Rigid line and accessories for connection to ASF & ASF to Output feeders	1	USD	9,204.00	414,180.00	15%	476,307.00	164,054.42	640,361.42	659,572.26	732,257.13	732,257.13
6	Test Adaptors (set)	1	USD	2,451.00	110,295.00	15%	126,839.25	43,687.24	170,526.49	175,642.29	194,998.07	194,998.07
7	Combiner bypasswith accessories	1	USD	500.00	22,500.00	15%	25,875.00	8,912.13	34,787.13	35,830.74	39,779.29	39,779.29

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED
BY FOUR BROADCASTERS OF CO-LOCATED TRANSMITTERS AT
'A' STATIONS**

B. INDIGENOUS COMPONENT

S. No.	Items	Qty.	Rate (Rs. in Lakhs)	Amount (Rs. in Lakhs)
1	Building			
(a)	Construction of Transmitter and Combiner Room, Cable Trenches, Heavy Duty Flooring, Interior Partitioning etc. (Sqm.)	262	0.08	20.96
(b)	Construction of various platforms and sheds for Generator, Dishes, Power Supply yard etc. including preparatory work of the land (Sqm.)	408	0.04	16.32
2	Mains Power Supply system for a connected load of 248 KVA including HT transformer, associated Switch Gears, Cables, Earthing Pit and connection charges to be paid to electricity authorities.	1	23.21	23.21
3	Standby Power Supply system with Diesel Generator of 275 KVA including accessories like AMF Panel, Distribution Cabling & Acoustic enclosure	2	24.20	48.40
4	Air-conditioning plant 3x3 tons	3	0.90	2.70
5	Earthing (lot)	1	4.00	4.00
6	Fire Fighting, Technical Furniture, Misc Tools etc. (lot)	1	3.50	3.50
7	Antenna and feeder cable hoisting including RF Cable Trays		8.00	8.00
	Sub Total of (B) :			127.09
8	Contingency @ 3%			3.81
	Total :			130.90
9	Professional Charges @ 10% of the total cost			13.09
10	Service Tax @ 10.2% of Professional Charges			1.34
	GRAND TOTAL :			145.33

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED
BY THREE BROADCASTERS OF CO-LOCATED TRANSMITTERS AT
'B' STATIONS**

B. INDIGENOUS COMPONENT

S. No.	Items	Qty.	Rate (Rs. In Lakhs)	Amount (Rs. In Lakhs)
1	Building			
(a)	Construction of Transmitter and Combiner Room, Cable Trenches, Heavy Duty Flooring, Interior Partitioning etc. (Sqm.)	216	0.08	17.28
(b)	Construction of various platforms and sheds for Generator, Dishes, Power Supply yard etc. including preparatory work of the land (Sqm.)	336	0.04	13.44
2	Mains Power Supply system for a connected load of 140 KVA including HT transformer, associated Switch Gears, Cables, Earthing Pit and connection charges to be paid to electricity authorities.	1	24.50	24.50
3	Standby Power Supply system with Diesel Generator of 140 KVA including accessories like AMF Panel, Distribution Cabling & Acoustic enclosure	2	14.00	28.00
4	Air-conditioning plant 2x3 tons	1	1.80	1.80
5	Earthing (lot)	1	3.00	3.00
6	Fire Fighting, Technical Furniture, Misc Tools etc. (lot)	1	3.50	3.50
7	Antenna and feeder cable hoisting including RF Cable Trays	1	8.00	8.00
	Sub Total of (B) :			99.52
8	Contingency @ 3%			2.99
	Total :			102.51
9	Professional Charges @ 10% of the total cost			10.25
10	Service Tax @ 10.2% of Professional Charges			1.05
	GRAND TOTAL :			113.80

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED BY THREE BROADCASTERS OF
CO-LOCATED TRANSMITTERS AT 'B' STATIONS**

A. IMPORTED COMPONENT

S. No.	Description	Qty.	Curr.	F.O.B Unit Price in US \$ (ER:1 US\$ =INR 45) 1 Euro = 55INR	F.O.B Unit Price in INR (FOB X ER)	Freight & Insurance (in %)	CIF Unit Price (INR Price x F&I)	Custom Duty (CIF x 0.34443**) (**CD @ 34.443%)	Landed Unit Cost	Cost including Contingences (@3%)	Cost Including BECIL Service Charge @ 10% & 10.2% Service Tax On Service Charge (Total 11.02%)	Total Price
	ANTENNA & RF FEEDER SYSTEM											
1	4x4 Panel Antenna (Low Power) with two cables feeding and including mounting arrangements	1	USD	60,000.00	2,700,000.00	12%	3,024,000.00	1,041,556.32	4,065,556.32	4,187,523.01	4,648,988.05	4,648,988.05
2	2x3-1/8" RF Feeder Cable and Accessories (2x130 Mtr.)	1	EURO	16,663.50	916,492.50	25%	1,145,615.63	394,584.39	1,540,200.01	1,586,406.02	1,761,227.96	1,761,227.96
3	Antenna Switch Frame (15 kW, 1-5/8" rigid line)	1	USD	14,400.00	648,000.00	12%	725,760.00	249,973.52	975,733.52	1,005,005.52	1,115,757.13	1,115,757.13
4	Dehydrator with Tubing (for both output cables)	1	EURO	1,499.40	82,467.00	12%	92,363.04	31,812.60	124,175.64	127,900.91	141,995.59	141,995.59
5	Rigid line and accessories for connections to ASF & ASF to output cables	1	USD	3,068.00	138,060.00	12%	154,627.20	53,258.25	207,885.45	214,122.01	237,718.26	237,718.26
6	Test Adaptors (set)	1	USD	2,451.00	110,295.00	12%	123,530.40	42,547.58	166,077.98	171,060.31	189,911.16	189,911.16
7	Combiner bypass with accessories	1	USD	500.00	22,500.00	12%	25,200.00	8,679.64	33,879.64	34,896.03	38,741.57	38,741.57

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED
BY THREE BROADCASTERS OF CO-LOCATED TRANSMITTERS AT
'C' STATIONS**

B. INDIGENOUS COMPONENT

S. No.	Items	Qty.	Rate (Rs. in Lakhs)	Amount (Rs. in Lakhs)
1	Building			
(a)	Construction of Transmitter and Combiner Room, Cable Trenches, Heavy Duty Flooring, Interior Partitioning etc. (Sqm.)	216	0.08	17.28
(b)	Construction of various platforms and sheds for Generator, Dishes, Power Supply yard etc. including preparatory work of the land (Sqm.)	336	0.04	13.44
2	Mains Power Supply system for a connected load of 125 KVA including HT transformer, associated Switch Gears, Cables, Earthing Pit and connection charges to be paid to electricity authorities.	1	20.60	20.60
3	Standby Power Supply system with Diesel Generator of 125 KVA including accessories like AMF Panel, Distribution Cabling & Acoustic enclosure	1	12.00	12.00
4	Air-conditioning plant 2x3 tons	1	1.80	1.80
5	Earthing (lot)	1	3.00	3.00
6	Fire Fighting, Technical Furniture, Misc Tools etc. (lot)	1	3.50	3.50
7	Antenna and feeder cable hoisting including RF Cable Trays	1	6.00	6.00
	Sub Total of (B) :			77.62
8	Contingency @ 3%			2.33
	Total :			79.95
9	Professional Charges @ 10% of the total cost			7.99
10	Service Tax @ 10.2% of Professional Charges			0.82
	GRAND TOTAL :			88.76

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED BY THREE BROADCASTERS OF
CO-LOCATED TRANSMITTERS AT 'C' STATIONS**

A. IMPORTED COMPONENT

S. No.	Description	Qty	Curr.	F.O.B Unit Price	F.O.B Unit Price in INR (FOB X ER) (ER:1 US\$ =INR 45) 1 Euro = 55 INR	Freight & Insurance (in %)	CIF Unit Price (INR Price x F&I)	Custom Duty (CIF x 0.34443**) (**CD @ 34.443%)	Landed Unit Cost	Cost including Contingences (@3%)	Cost Including BECIL Service Charge @ 10% & 10.2% Service Tax On Service Charge (Total 11.02%)	Total Cost
	ANTENNA & RF FEEDER SYSTEM											
1	4x4 Panel Antenna (Low Power) with two cables feeding and including mounting arrangements (Input 1-5/8")	1	USD	60,000.00	2,700,000.00	12%	3,024,000.00	1,041,556.32	4,065,556.32	4,187,523.01	4,648,988.05	4,648,988.05
2	2 x 1-5/8" RF Feeder Cable and Accessories (2X100 Mtrs.)	1	EURO	12,818.08	704,994.40	25%	881,243.00	303,526.53	1,184,769.53	1,220,312.61	1,354,791.06	1,354,791.06
3	Antenna Switch Frame (15 kW, 1-5/8" rigid line)	1	USD	14,400.00	648,000.00	12%	725,760.00	249,973.52	975,733.52	1,005,005.52	1,115,757.13	1,115,757.13
4	Dehydrator with Tubing (for both output cables)	2	EURO	1,499.40	82,467.00	12%	92,363.04	31,812.60	124,175.64	127,900.91	141,995.59	283,991.18

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED
BY TWO BROADCASTERS OF CO-LOCATED TRANSMITTERS AT
'D' STATIONS**

B. INDIGENOUS COMPONENT

S. No.	Items	Qty.	Rate (Rs. in Lakhs)	Amount (Rs. in Lakhs)
1	Building			
(a)	Construction of Transmitter and Combiner Room, Cable Trenches, Heavy Duty Flooring, Interior Partitioning etc. (Sqm.)	180	0.08	14.40
(b)	Construction of various platforms and sheds for Generator, Dishes, Power Supply yard etc. including preparatory work of the land (Sqm.)	264	LS	3.00
2	Mains Power Supply system for a connected load of 50 KVA including HT transformer, associated Switch Gears, Cables, Earthing Pit and connection charges to be paid to electricity authorities.	50	0.06	3.00
4	Standby Power Supply system with Diesel Generator of 70 KVA including accessories like AMF Panel, Distribution Cabling & Acoustic enclosure	1	10.00	10.00
5	Air-conditioning plant 2x1.5 tons	2	0.45	0.90
6	Earthing	1	2.00	2.00
7	Fire Fighting	1	2.50	2.50
8	Antenna, Feeder Cable Hoisting & Cable Trays	1	4.00	4.00
	Sub Total :			39.80
9	Consultancy @ 3%			1.19
	Total :			40.99
10	Professional Charges @ 10%			4.10
11	Service Tax @ 10.2% of Professional Charges			0.42
	Grand Total :			45.51

**COST ESTIMATE OF COMMON TRANSMISSION INFRASTRUCTURE SHARED BY TWO BROADCASTERS OF
CO-LOCATED TRANSMITTERS AT 'D' STATIONS**

A. IMPORTED COMPONENT

S. No.	Description	Qty.	Curr.	F.O.B Unit Price	F.O.B Unit Price in INR (FOB X ER) (ER:1 US\$ =INR 45) 1 Euro = 55 INR	Freight & Insurance (in %)	CIF Unit Price (INR Price x F&I)	Custom Duty (CIF x 0.34443**) (**CD @ 34.443%)	Landed Unit Cost	Cost including Contingences (@3%)	Cost Including BECIL Service Charge @ 10% & 10.2% Service Tax On Service Charge (Total 11.02%)	Total Cost
	ANTENNA & RF FEEDER SYSTEM											
1	4 Bay Side Mounted HP Antenna (20 kW) with two cables feeding and including mounting arrangements (Input 1-5/8")	1	USD	11,250.00	506,250.00	12%	567,000.00	195,291.81	762,291.81	785,160.56	871,685.26	871,685.26
2	2 x 1-5/8" RF Feeder Cable and Accessories (2X60 Mtrs.)	1	EURO	7,690.85	422,996.75	25%	528,745.94	182,115.96	710,861.90	732,187.76	812,874.85	812,874.85
3	Antenna Switch Frame (15 kW, 1-5/8" rigid line)	1	USD	14,400.00	648,000.00	12%	725,760.00	249,973.52	975,733.52	1,005,005.52	1,115,757.13	1,115,757.13
4	Dehydrator with Tubing (for both output cables)	1	EURO	1,499.40	82,467.00	12%	92,363.04	31,812.60	124,175.64	127,900.91	141,995.59	141,995.59
5	Rigid line and accessories for connection to ASF & ASF to Output feeders	1	USD	3,068.00	138,060.00	12%	154,627.20	53,258.25	207,885.45	214,122.01	237,718.26	237,718.26
6	Test Adaptors (set)	1	USD	2,451.00	110,295.00	12%	123,530.40	42,547.58	166,077.98	171,060.31	189,911.16	189,911.16

ANNEXURE - V

ITEMS OF COMMON TRANSMISSION INFRASTRUCTURE THAT CANNOT BE TAKEN BACK BY ANY L.O.I. HOLDER WITHIN THE LOCK-IN-PERIOD OF TEN YEARS.

1. Antenna & RF feeder system as listed in Annexure : IV-A.
2. RF combiners as listed in Annexure : IV-A.
3. Building works carried out for CTI and also for individual L.O.I. holders.
4. Power supply system for the entire set-up.
5. Standby by power supply system for the entire set-up.
6. Air-conditioning system for the Common Transmission Infrastructure.
7. Fire fighting, technical furniture, misc. tools etc. installed at Common Transmission Infrastructure.