

**Policy for providing M-Governance
services/solutions for Central / State
Governments /Union Territories / PSUs /
Municipal Corporations / Local Bodies on non-
exclusive basis**

No. VAS-5/Review of M-Gov/2014

Dated: 19-09-2014

INDEX

Clause No.	Content	Page No.
	Definition & Abbreviations used in this policy	3
1.	Various Stake holders in M-Governance Ecosystem	4
2.	Various Access channel	4
3.	Jurisdiction	4
4.	Agreements signed prior to this policy	4
5.	Recovery of CAPEX and OPEX from Customer/Subscriber	5
6.	Roles and Responsibilities	5
7.	Different Modes of Engagement with Customer	7
8.	On boarding of customer	8
9.	Empanelment Of VASP for offering M-Governances Solution	8
10.	Signing of Agreement	8
11.	Commercial Terms & Conditions for offering VASP's Solution to Customer	8
12.	Guidelines for preparing and submitting proposal to the customer	9
13.	Procedure for release of Revenue share to VASP	9
14.	Performance security deposit to ensure VASP commitment for launch/commission of services at the time of acceptance of PO	10
15.	Submission of BG to Customer	10
16.	AMC/Management of service	10
17.	Procedure for procurement of Mobile Handsets for M-Governance solutions	10
18.	Reserved short codes for SMS/IVR based services	10
19.	Marketing of Services	11
20.	Submission of proposal	11
	Annexure-I	12
	Annexure-II	14

Definition & Abbreviations used in this policy document:

- **AMC:** Annual maintenance Charges.
- **APN:** Access Point Name.
- **BSNL:** Bharat Sanchar Nigam Limited.
- **CBS:** Cell Broadcast Service.
- **CAPEX:** Capital Expenditure.
- **CGM:** Chief General Manager.
- **EUP:** End User Price – A price supposed to be paid by BSNL subscriber.
- **EMD:** Earnest Money Deposit.
- **EOI:** Expression of Interest.
- **GUI:** Graphic User Interface.
- **IVR:** Interactive Voice Response.
- **LBS:** Location Based Service.
- **L1 support:** Level 1 support this involves activities such as installing & configuring of solution, configuring IP addresses, binding IP addresses, configuring networking options, configuring Switches, hubs and routers, Load balancing configurations etc.
- **L2 support:** Level 2 support this involves all tasks related to installation and configuration of software. Like installing the operating system, Web server, Database, configuring various parameters to optimize performance and initial configuration to get the particular application up and running.
- **L3 support:** Level 3 support this involves all tasks related to using any particular software application.
[The above definitions of L1/L2/L3 support are indicative guidelines only, actual activities to be provided under L1/L2/L3 support may vary on case to case basis]
- **M-Governance:** Delivery of Governance related services via Mobile communication devices i.e. a tool and method that facilitates interaction between citizen to citizen, citizen to government and government to citizen for strengthening democracy and good governance is called M-Governance.
- **MO:** Mobile Originated.
- **MT:** Mobile Terminated.
- **MOU:** Minutes of Usage.
- **NTR:** Northern Telecom Region.
- **OPEX:** Operational Expenditure.
- **O&M:** Operation and Management.
- **PBG:** Performance Bank Guarantee.
- **PSU:** Public Sector Undertaking.
- **RFP:** Request For Proposal.
- **SIM:** Subscriber Identity Module.
- **SMS:** Short Message Service.
- **SMSC:** Short message Service Center.
- **Subscriber:** Mobile subscriber/user.
- **TD:** Telecom District.
- **Territory:** An area of land under the jurisdiction of a CGM of Telecom Circle/District.
- **USSD:** Unstructured Supplementary Service Data.
- **VASP:** Value Added Service Provider.

Bharat Sanchar Nigam Limited
(A Government Enterprise)

Policy for providing M-Governance services/solutions for Central / State Governments / Union Territories / PSUs / Municipal Corporations / Local Bodies on non-exclusive basis

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Approval of competent authority is conveyed for a new policy for the provision of M-Governance services / solution which replaces M-Governance policy framed earlier dated 13-04-2014. This new policy facilitates roping of Value Added Service Providers (VASPs) who have M-Governance services / solutions and are ready to work with BSNL on Revenue Share basis for Central / State Governments / PSUs / Constitutional Autonomous Bodies/Municipal Corporations and Local Bodies.

All projects belonging to Central / State Governments /Union Territory/ PSUs / Constitutional Autonomous Bodies/Municipal Corporations and Local Bodies come under the Category of m-Governance Services.

1. Various Stake holders in M-Governance Ecosystem:

- a) Customer- Central / State Governments /Union Territory / PSUs / Constitutional Autonomous Bodies/Municipal Corporations and Local Bodies.
- b) BSNL
- c) Subscribers
- d) VASP / Technology Provider

2. Various channel covered under this policy: The various services access channels considered under this policy that can be extended to department / Company based on the recent trends in this domain are as follows:

<u>Sr. No.</u>	<u>Access Channel type</u>
1.	SMS – over short code
2.	SMS – over long code
3.	IVRS – over short code
4.	IVRS – over long code
5.	USSD – Push & Pull
6.	Data – Both way

3. Jurisdiction:

3.1 CGM of concerned territorial head will be responsible for end-to-end execution of M-Governance project.

3.2 In Delhi, CGM (NTR) will be responsible for M-Governance projects executed by central government in one or more states.

3.3 If a project is spread beyond one territorial circle CGM of territorial circle under which Headquarter of that PSU falls will be responsible for End-to-End execution of project.

4. **Agreements signed prior to this policy:** All M-Governance projects signed/executed prior to the issue of this policy will be governed by old policy's Terms & Conditions.
5. **Recovery of CAPEX and OPEX from Customer/Subscriber:** Recovery of CAPEX and OPEX may be recovered in following ways:
- a) Upfront from Customer- In this option customer may pay all CAPEX and OPEX (including AMC for definite number of years, anything beyond that shall be separately mentioned in the proposal) upfront.
 - b) Payment on Transaction basis- In this option recovery of CAPEX and OPEX is done as a part of transactional charges.
 - c) CAPEX Upfront and OPEX on transaction basis - In this option recovery of OPEX is done as a part of transactional charges.
 - d) CAPEX upfront and OPEX on monthly basis – In this option recovery of OPEX is done on monthly / quarterly basis.

In case of b) & c), above transactional charges will consist of two part 1) Charge levied on each transaction for recovery of CAPEX/OPEX and 2) Charge levied on each transaction as per tariff applicable.

Recovery of transactional charges can be done from Subscribers, Customer or both. The recovery of Transaction Charges from BSNL subscribers, if any, can be done through MO and/or MT. The cost of transaction may be calculated as per Annexure-I, so that to recover CAPEX/OPEX during the agreement period. The difference of cost of transaction and EUP (End User Price) (=MO+MT), if any may be recovered from customer.

The transactional Model can be further categorized as Push based model popularly known as Subscription model and Pull Based Model. In case of subscription model fixed charges are paid by subscriber and/or customer in lieu of certain number of transaction. In pull based model charges are paid by subscriber and/or customer on each transaction.

6. **Roles and Responsibilities:**

6.1 Roles & Responsibility of Value Added Service Provider (VASP): The VASP shall be responsible for complete implementation of M-Governance solution, which includes survey, design, engineering, supply, testing, packaging, transportation, erecting, successful performance during the period of agreement with customer and comprehensive AMC (including warranty etc.). Complete implementation means full responsibility to implement M-Governance solution for customer as specified by them. Further comprehensive AMC means full responsibility to undertake effective & efficient Operation & Maintenance activities as specified. This includes all incidentals/ services/ materials/ manpower/ permissions/ liaison/ licenses/ spares/ consumables etc., whether explicitly listed or implicitly required for the satisfactory completion and performance of the System as per the specifications, meeting international codes and standards.

VASP should be capable of performing all (except providing telecom Connectivity) activities involved in end to end delivery of M-Governance value chain, including, but not limited to following:

- (i) VASP shall have to install servers/platforms including hardware/ other software/database etc in a location finalized as per the requirements of customers.

- (ii) VASP may be asked to procure other third party devices like Mobile Handset, SIMs of other Operators, Modems etc as per requirement.
- (iii) VASP shall have to do all the Operation & management of M-Governance service management platform (including warranty).
- (iv) VASP shall have to prepare self service portal as per the requirement.
- (v) VASP shall have to prepare GUI Interface for O&M/MIS etc as per requirement of customer.
- (vi) VASP shall have to do all Analytics and reporting as per requirement of customer & BSNL and to prepare Dashboard to access all reports and other details of M-Governance solution
- (vii) VASP shall have to assist BSNL in preparing Rate Plans for customers.
- (viii) VASP shall have to do Full Life cycle state management designed to cover wide range of use-case scenarios
- (ix) VASP shall have to carry out rapid development of solution and its integration with software systems, Network and Equipments of Customer as per requirement.
- (x) L1 and L2 support shall be provided by VASP on mutual agreement with BSNL.
- (xi) L3 support and device related problem shall be provided by VASP PARTNER (through respective Device vendor/ Team).
- (xii) VASP shall provide field services for deployment and servicing of M-Governance solution in a production environment, if required.
- (xiii) VASP has to ensure complete compliance of all licensing and Regulatory guidelines related to solutions at no additional cost to BSNL during the whole agreement period. In case of additional cost of compliance, the same may be included in CAPEX/OPEX of solution being proposed by VASP.

6.2 Roles & Responsibility of BSNL :

- (i) BSNL will do interaction with customer individually or jointly with VASP.
- (ii) BSNL will provide telecom connectivity to VASP for integrating M-Governance solution as per requirement of customer. Types of connectivity are SMPP connectivity for SMSC, PRI connectivity for voice response system & WAP connectivity, Broadband connectivity for Internet etc.
- (iii) BSNL will provide Short codes, Long Codes & Access Point Name (APN)s for SMS, USSD, IVR etc.
- (iv) BSNL will provide BSNL Subscriber Identity Module (SIM) for M-Governance solution as per requirement of customers.
- (v) BSNL will prepare special tariff plans for M-Governance customers as per requirement and feasibility.
- (vi) BSNL may use its man-power for deployment, field support for day to day operation & Maintenance (O&M), if required and feasible.
- (vii) BSNL will provide support for network related problems.
- (viii) **Hosting Infrastructure:** In BSNL premises infrastructure including AC/ Power/ space / connectivity etc. shall be provided by BSNL. VASPs are allowed to use existing infrastructure installed under any agreement with BSNL.
- (ix) BSNL shall ensure complete compliance of all licensing and Regulatory guidelines related to its network during the whole agreement period.
- (x) BSNL shall make effort that Revenue is realized from the customer in the time bound manner so that VASP is not undue delay in payment after he has completed the obligation under the contract.

The above broad roles & responsibilities are only indicative/ tentative and may differ on case to

case basis at the time of discussions with the VASP based on type of solution proposed and responsibility matrix finalized. The actual roles & responsibility shall be made part of agreement in each case, on case to case basis

7. Different Modes of Engagement with Customer:

Under different mode of engagement VASPs (Empanelled & Non-Empanelled) for executing the project will be selected. The company should be registered & incorporated under the Indian Companies Act, 1956 & The Company or its parent company should have a minimum annual turnover (audited) of INR 1 Crore from provisioning of Telecom Application / VAS solution during the last financial year or in current financial year at the time of submission of proposal. The company will have to submit a Turnover certificate from the company's Auditors/ CA to this effect. Other Eligibility criteria for selection of the VASPs shall be decided by concerned CGM based on project requirement.

7.1 In case BSNL onboard Customer

A. Work is awarded to BSNL on Nomination basis:

- a. BSNL will interact with VASPs to provide specified solution.
- b. Select one or more solutions of different VASPs and demonstrate it to customer.
- c. Customer selects one Solution.
- d. BSNL finalizes the specs based on selected solution and based on consultation with customer.

For determining cost of the selected solution, customer may go for following two modes:

I. Customer asks BSNL to discover a competitive price. Depending on case to case basis and customer's requirement, BSNL may adopt following methodologies for discovering price:

(i) From their Empanelled VASPs:

- a. For providing the solution as per finalized specs, competitive Quotes are to be asked from all BSNL empanelled VASPs including the VASP (non-empanelled), if any, who brings business,.
- b. First right of refusal shall be granted to VASP, whose solution was earlier selected by customer i.e. the quote of other VASP, if found to be L1, then such L1 rate may be offered first to the VASP, whose solution was selected by customer. If such VASP does not accept the offered L1 rate, the work may be awarded to the VASP, who quoted the L1 rate. In case L1 also refuses to accept order, damages may be claimed from bidder and work may be awarded to L2 on L1 rates, however no damages are to be claimed from L2. In case L2 refuse to accept order and so on.
- c. In order to bring seriousness in the offer from VASPs, all bidders' has to furnish an undertaking, to pay Rs 1 Lakh as damage to BSNL, if they don't accept its own quoted rates. Failing which, they may be barred from participating in any project related to M-Governance.
- d. In case, VASP refuses to accept its own quoted rate, damages may be claimed by BSNL in addition to other punitive actions like blacklisting etc.

- (ii) **Work is awarded to BSNL through EOI:** The route of open EOI may only be adopted if customer insists on same.

II. Customer don't insists for price discovery:

- (i) In case any VASP helps BSNL in bringing business to BSNL and solution has already been agreed by customer:
 - a) BSNL will ask that VASP to submit techno commercial proposal for the agreed solution, apply markup and propose to the customer.
- (ii) Otherwise, BSNL will select solution as per following:
 - a) BSNL will interact with empanelled VASP to provide specified solution.
 - b) Select one or more solutions of different VASP and demonstrate it to customer.
 - c) Customer selects one Solution.
 - d) BSNL will ask that VASP to submit techno commercial proposal.

B. On Competitive basis where EOI/Tender is floated by Customer:

I. Bidder is BSNL only:

- (i) BSNL will ask quote from all empanelled VASPs as per the Terms & Conditions of floated EOI/RFP.
- (ii) BSNL will participate with selected VASP. However, selected VASP's quote will not be disclosed till bid opening by customer.
- (iii) VASP quoting L1 will be selected as Bid Partner.
- (iv) Additional handling charges of BSNL (maximum upto 25 %) shall be added to the L1 quote before quoting the same to bidder.

II. BSNL and VASP jointly bids for business:

- (i) VASP will send its request to participate in EOI/RFP with BSNL.
- (ii) If there are more than one VASP for the same bid then BSNL will go ahead with VASP quoting L1 rates.
- (iii) Additional handling charges of BSNL (maximum upto 25 %) shall be added to the L1 quote before quoting the same to bidder.

7.2 In case VASP onboard Customer and provide the solution directly:

BSNL will charge tariff for providing network resources as per Para 2 of Annexure-I. Infrastructure Charges are to be levied as per prevailing Commercial rates. No BG is to be taken from a VASP in this case.

8. **On boarding of Customer:** On boarding of customer is most difficult and important step in whole delivery chain. Though BSNL is having its own Sales Team but the help of VASPs is very crucial as they are domain knowledge expert. BSNL should encourage such VASPs to on board more and more customers on behalf of BSNL. VASP who is making all efforts in on boarding the customer should be extended all out support and shouldn't be subjected to undue competition from other VASPs in name of price discovery. BSNL should add its margin on the cost of solution offered by such VASP and submit it to customer. Necessary negotiations, if required, may be carried out with VASP, to meet price expectation of Customer. Discovery of price through quotes from empanelled VASPs or EOI is to be resorted only as last option.

9. **Empanelment Of VASP for offering M-Governances Solution:** Few existing vendors having VAS agreement with BSNL has been empanelled by BSNL, solely for the purpose of offering solution quickly as per requirement of customer (if on boarded by BSNL) or for making price discovery of the already offered solution (if required). This empanelment doesn't restrict any other VASP having existing agreement with BSNL or not, to on board customer or engage with BSNL to offer innovative solution.
10. **Signing of Agreement:** As per different scenarios for M-Governance services, Bi-Party or Tri-Party agreements may be signed between the parties. From BSNL side circle/NTR will have to sign an agreement/MOU with the concerned state Government/PSU and VASP for providing agreed services. In case of M-Governance services are delivered on Pan India basis, CGM of concerned territorial head will have to sign the agreement or as decided by the BSNL on case to case basis.
11. **Commercial Terms & Conditions for offering VASP's Solution to Customer:** As already indicated implementing the complete CAPEX / OPEX and AMC for the solution is VASP's responsibility. However, BSNL will add the additional charges on cost of solution offered by VASP's in lieu of providing connectivity, branding etc . The two major components of add-on charges are mentioned in Annexure-I. Terms & Conditions defined in Annexure-I are confidential and only conveyed to BSNL units and empanelled VASP
12. **Guidelines for preparing and submitting proposal to the customer:**
- (i) VASP is to submit its proposal to BSNL clearly defining responsibility matrix and mentioning CAPEX and OPEX (including AMC) of the solution.
 - (ii) BSNL to add handling charges on the cost of solution quoted by VASP as per Para 1 of Annexure-I and also add applicable taxes like Service tax, License Fee, Spectrum Charges, Corporate taxes etc.
 - (iii) The proposal to be submitted to customer will have three parts 1. CAPEX 2. OPEX and 3. Transaction charges. While 1 & 2 is to be determined as per clause (ii), 3 is to be proposed as per Para 2 of Annexure-I. The recovery of CAPEX and OPEX can be done upfront or on recovering the cost through Transaction charges depending upon the customer and business requirements. The same is summarized as per **Annexure-II**.
13. **Procedure for release of Revenue share to VASP:**
- (i) The services shall be billed as part of Cellular Mobile Telephone services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers. The cost of content/services shall be payable to **VASP** as per the financials mentioned in M-Governance policy subject to fulfillment of other Terms & Conditions mentioned therein.
 - (ii) License Fee/spectrum charges/ corporate taxes are to be deducted from revenue share payable to VASP irrespective of EUP of the services being provided under the project. The same may be made applicable with immediate effect. All the cases where agreements with the customer have not been signed may also be revised accordingly.
 - (iii) It has to be ensured that share to VASP is to be given only on receipt of amount from customer (Govt. /PSUs) and after adjusting license fee etc.
 - (iv) VASP shall not charge any money from the subscribers of BSNL. No additional service other than those mentioned under Agreement signed between BSNL and VASP be provided by VASP to the subscribers of BSNL either free or for a cost without written approval of BSNL.
 - (v) Payment shall be made on monthly basis to VASP on receipt of the bill. VASP shall submit the licensed area wise bill to the BSNL In-charge dealing with the M-governance solution. The In-charge in NTR/ Circle /TD shall forward the licensed area wise bill to respective zonal In-charge and zonal In-charge shall verify the bill within seven days from the data available in the relevant network element. The verified bill from zonal units shall reach to the In-charge in NTR/ Circle

/TD within 15 days. The in-charge in NTR/ Circle /TD shall then release the payment to VASP within 15 days of the receipt of the verified bill.

- (vi) The payment of charges shall be made to VASP after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- (vii) No other costs, payments and expenses would be borne by BSNL except for those taxes, etc. if applicable under any other Acts or regulations laid down by Authorities or statutes.
- (viii) In case of any dispute/complaints from the subscribers regarding any defect or non-delivery and consequent refund request, VASP shall be responsible for providing the conclusive evidence of performance at its end, failing which the disputed charges will be deducted from the payment of VASP and accordingly the charges shall be adjusted in the subsequent bill of the postpaid subscriber or credited to subscriber's account in case of prepaid subscribers, under intimation to the concerned subscriber.
- (ix) **Service tax:** BSNL will pay service Tax as applicable. VASP will issue Cenvatable invoice to BSNL in conformity with rule 4A of the service Tax rules 1994 so that BSNL can utilize Cenvat credit against the payment of service tax cess on output service. BSNL to ensure that Cenvat credit is taken while calculating the price to the customer.
- (x) **Set Off:** Any sum of money due and payable to VASP under the Agreement or otherwise shall be appropriated by BSNL and the same may be set off against any claim of BSNL for payment of a sum of money arising out of the Agreement or under any other Agreement made by VASP with BSNL.

14. Performance security deposit to ensure VASP commitment for launch/commission of services at the time of acceptance of PO:

- (i) To ensure performance of VASP regarding the said services a PO may be placed on the VASP and his concurrence/acceptance may be taken. This PO should have back to back terms & conditions and SLAs/Penalty which are to be committed to by BSNL circles to state Govt./Central Govt./PSU. This may be done on case to case basis.
- (ii) Though BSNL may receive advance payment from the state Govt./Govt/PSUs however suitable terms & conditions for payment, linked with the progress of the project may be given to VASP, i.e. the payment is to be released in case of CAPEX model as per the rollout progress of the service. After commissioning of the service, VASP may be paid all the CAPEX money received from the state Govt./Central Govt./PSU retaining BSNL share balance. Amount may be paid as and when received after retaining BSNL share. In no case the money should be paid by BSNL to VASP without getting the same from State Govt./Central Govt/PSU.
- (iii) To ensure VASP commitment for launch/commissioning/smooth running of services at the time of acceptance of PO by VASP, PBG equal to 12% of the CAPEX quoted by VASP, or 5 lakhs (whichever is more) valid for agreement period +6 months may taken .
- (iv) VASP may submit DD of equivalent amount in lieu of PBG. But this amount shall not carry any interest.

15. Submission of BG to Customer: In case BG is required to be submitted by BSNL to customer. Equivalent amount of BG may be got deposited by VASP to BSNL for the same duration. This BG is to be in addition to the BG to be submitted by VASP as per Para 14 above. In case BG submitted by BSNL is revoked due to any reason directly or indirectly attributable to VASP, BSNL may also encash the BG submitted by VASP.

16. AMC/Management of service: Terms & Condition of AMC are supposed to be finalized along with project proposal as a part of OPEX. All the guidelines of the M-Governance policy are applicable including the handling charges.

17. **Procedure for procurement of Mobile Handsets for M-Governance solutions:** In many M-Governance solutions there is a requirement of Mobile Handsets as a part & parcel of the solution. The prices of Mobile Handsets are more and less fixed irrespective of the quantity and the source from where it bought. Procurement of Mobile Handsets by BSNL following the elaborate procurement procedure may delay the project and also may result into loss of business opportunity. Therefore BSNL in general may ask the VASP to procure the Mobile Handsets as per requirement. VASP may include the cost of procuring Mobile Handsets as part of cost of solution.
18. **Reserved short codes for SMS/IVR based services:** Earlier only SMS short codes are reserved for M-Governance services. Now, as USSD/IVR/LBS access channels are also added for M-Governances services. Short codes for SMS/USSD/IVR reserved (zone wise) are as tabulated below:

Reserved short codes for M-Governance services

Zone	Reserved Short codes		
	SMS	IVR	USSD
East	54322 to 54339 (18)	52041 to 52058	800 to 817
West	54340 to 54347 (8)	52059 to 52066	818 to 825
North	54348 to 54364 (17)	52067 to 52083	826 to 842
South	54365 to 54373 (9)	52084 to 52092	843 to 851

19. **Marketing of Services:**

Marketing/publicity of Services shall be responsibility of Customer.

20. **Submission of Proposal:**

The Proposal by VASP is to be submitted to concern CGM as per clause 3 of the policy.

Annexure-II

S. No.	Method of Recovering CAPEX (a)	Method of Recovering OPEX (b)	Method of Recovering Transaction Cost (c)	Total cost of each Transaction to be quoted to Customer(d)
1	Upfront	Upfront	<ol style="list-style-type: none"> 1. Based on actual transactions. 2. Charges as per Para 2 of Annexure-I. 3. To be billed monthly/quarterly or annually as per requirement. 	As determined in Column (c).
2	Upfront	<ol style="list-style-type: none"> 1. In this case OPEX is to be recovered by clubbing this charge with Transaction Cost (c). For this purpose cost of OPEX per transaction may be calculated by =OPEX/ Estimated number of Transaction. 2. In case of shortfall in recovery of OPEX due to less number of actual Transactions, customer is to be billed for additional amount to ensure to complete recovery of OPEX. 	<ol style="list-style-type: none"> 1. Based on actual transactions. 2. Charges as per Para 2 of Annexure-I. 3. To be billed monthly/quarterly or annually as per requirement. 	Sum of charges as determined in Column (b) and (c).
3	<ol style="list-style-type: none"> 1. In this case CAPEX is to be recovered by clubbing this charge with Transaction Cost (c). For this purpose cost of CAPEX per transaction may be calculated by =CAPEX/ Estimated number of Transaction. 2. In case of shortfall in recovery of CAPEX due to less number of actual Transactions, customer is to be billed for additional amount to ensure the complete recovery of CAPEX. 	Upfront	<ol style="list-style-type: none"> 1. Based on actual transactions. 2. Charges as per Para 2 of Annexure-I. To be billed monthly/quarterly or annually as per requirement. 	Sum of charges as determined in Column (a) and (c).
4	-Do-	Same as in s. No. 2 above.	-do-	Sum of charges as determined in Column (a), (b) & (c).