

**Reply to Queries on USOF tender for support from USOF for provision of 4G based mobile services in identified uncovered villages and seamless mobile coverage along NH-223 in Andaman & Nicobar Islands (ANI)  
Tender No.: USOF/TENDER/ANI/30-174/2015-USOF-BB (Vol. XI)**

Sr. No	Clause No.	Clause	Queries / Requests	Suggested Modification in Clause	Clarification to the query
1	Clause 1.7 Page 4 And Clause 3.1.1 Page 13	It shall be the responsibility of the successful bidder to set up (i.e. Supply, Install, Test, Commission), Operate, Maintain and Manage the respective infrastructure sites required for effective provision of 4G mobile coverage in the identified uncovered village and along National Highways and provide 4G mobile services for the period as per the terms and conditions laid down in the Agreement. The Agreement to be signed between USOF and successful bidder will be based on the conditions stipulated in the Tender document.	USOF may clarify the rationale behind only adopting 4G Technology at this juncture when sizable percentage, more than 30% of the Customers are only owning 2G Handsets.	There are even now substantial number of customers owning only 2G Basic handset having just basic feature. Our suggestion is to make the technical requirement to be 2G + 4G in the interest of overall public requirement.	As per RFP.
2	Clause 1.8.1 (Page 4)	Public Procurement guideline issued as per gazette notification dated 29 <sup>th</sup> August 2018 issued by the Department of Telecommunications, titled "Public Procurement (Preference to Make in India) Order 2017-Notification of Telecom Products,	Compliance to PMA requirement would restrict the choice of equipment to be deployed under this project. The objective of USOF project is to serve the unconnected population and to bring them at par with rest of the country in terms of connectivity. While the Bidder, will	<i>Clause may be suitably modified..</i>	As per RFP.

		<p>Services or Works –” as amended from time to time shall be applicable for this tender.</p>	<p>ensure maximum use of Made in India products, this requirement should be as a percentage of overall site Cap-Ex. Therefore, there should not be any restriction in terms of use of technology and equipment supplied by any of the vendors should be allowed to be used. Moreover, equipment deployed under the project is to be integrated in the existing network of operator. Inclusion of PMA requirement will restrict such integration with existing network and may lead to deployment of sub-optimal architecture.</p> <p>In view of the above USOF may confirm if the requirement for compliance to PMA be withdrawn.</p>		
3	<b>Clause 3.3.3 (Page 15)</b>	<p>Universal service provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USOF will enter into agreement only with universal service provider who will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the</p>	<p><b>Query:</b> As per our understanding of this clause, the USP has been given the flexibility to lease all the Passive infrastructure assets like tower, battery, SMPS, engine alternator, renewable energy source etc. from the infrastructure Provider (IP-1).</p> <p>Further, IP-1 on behalf of USP are also allowed to enter into agreements pertaining to acquisition land/ places for installation of sites.</p>	<p><b>Suggested Modification in Clause (3.3.3)</b></p> <p><i>Universal service provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. <b>USP may lease all or some passive infrastructure (such as mast tower, electrical connection, all power</b></i></p>	<p><b>As per RFP.</b></p>

	<p><b>Clause 3.2.2 (iii) (Page 14)</b></p>	<p>terms and conditions of the tender and USOF Agreement.</p> <p>USP, at its discretion, shall share infrastructure with other Licensed Service Providers, subject to compliance of the guidelines /instructions issued by DoT in this regard. However, there shall not be any additional financial support from USOF.</p>	<p>Thus, in view of the above, USP may or may not own passive infrastructure or may or may not enter into agreement for acquisition of sites. These can be on the name of IP-1. However, obligations of maintaining the compliance to the tender conditions and provisioning of mobile services will be on the USP irrespective of ownership of equipment/land agreements.</p> <p>Thus, for further clarity, we have suggested some modification in the said clause and we request USOF to amend the same accordingly.</p>	<p><i>sources, Engine Alternator, battery bank, SMPS etc.) from IP-1. IP-1 will also be allowed to enter into agreements for the acquisition of land/place for the deployment of towers/sites. However, USOF will enter into agreement only with universal service provider who will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.</i></p> <p><b>Suggested Modification in Clause (4.2.2)</b>  <i>The infrastructure/ assets so created under this project shall be owned by the respective USPs or Infrastructure Provider (IP-1) with whom the USP has a back-end tie up.</i></p>	
	<p><b>Clause 4.2.2 (Page 26)</b></p>	<p>The infrastructure/ assets so created under this project shall be owned by the respective USPs.</p>			

4	3.2.3 (i) Page 14	Deliverables of the Scheme shall be provision of mobile coverage in specified hitherto uncovered village and seamless mobile coverage along National Highways, as per the terms and conditions of the USOF Tender. It shall include, inter alia, commissioning of infrastructure and continued provision of mobile services in specified uncovered villages and along National Highways in Andaman & Nicobar Island in compliance with DoT Licenses and TRAI Regulations, as applicable.	Annexure 1 to the Tender contains site locations and details for 85 villages, whereas Towers to be installed is only 82. USOF may clarify if the requirement is to cover all the 85 Villages with only 82 sites. Coordinates for the Village cluster which is to be covered using a single site is not provided in the Tender document and as such only detailed survey & coverage prediction would indicate if the cluster could be served from a single site or multiple sites.		As per clause 3.2.3 (ii) (a) "The successful bidders will be responsible for: Carrying out survey to identify the exact location of sites for installation of tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in tender document".  This clarifies the query.
5	Clause 3.2.3 (ii) (i) Page-14	To maintain the desired quality of service (QoS), as per the TRAI recommendations. (uptime of minimum 98%).	<b>Uptime of 98%:</b> Maintaining uptime of 98% is a very stringent requirement. Even TRAI norms recognize the fact that it is not possible to maintain uptime on every site consistently due to various factors such technical faults, transmission failures, power or backup failure etc. Therefore, TRAI enforces QoS on LSA level.  Given the fact these villages are located in remote areas, consistently maintaining up time of 98% on all sites, will be impractical. TRAI norms were revised recently after an exhaustive consultation and analysis	Exclusion to be provided for outage because of satellite or under sea cable or any instance which is not in control of USP.	The USP has to maintain uptime of minimum 98% uptime and QoS as per TRAI QoS guidelines.

			of various factors. Hence, USOF may review this and propose 92% for such villages. Same can be referred from NESAs tender.		
6	<b>3.11.1 (Page 18)</b>	Copy of Page 1 to 5 of the Cellular Mobile Telephone Service (CMTS)/ Unified Access Services License (UASL)/ Unified License (UL) Agreement along with subsequent amendments, if any, for the Licensed Service Area for the scheme.	<p><b>Request:</b> The requirement of providing Amendments to License needs to be removed since the copies of Licence Amendment have already been uploaded by DoT on its website. Only Page 1 to Page 5 of License Agreement should be required to be provided. The same was followed in the USOF tender for NESAs. USOF may please clarify and amend the clause.</p> <p>Amendments are anyway mandated by</p>	<p><b>Suggested Modified in Clause:</b> <i>Copy of Page 1 to 5 of the Cellular Mobile Telephone Service (CMTS)/ Unified Access Services License (UASL)/ Unified License (UL) Agreement along with subsequent amendments, if any, for the Licensed Service Area for the scheme of sole bidder.</i></p>	<b>Suggested modification agreed.</b>
7	<b>Clause 4.2.1 (Page 26)</b>	(viii) Only new equipment and material shall be provided under the Scheme. For this purpose, the new equipment shall be the one which has been procured not earlier than 12 months of submission of bid and has never been used earlier.	<p><b>Query:</b> The undertaking, if required, for this should be taken only once from USP instead of taking it for every site.</p>		<b>As per RFP.</b>
8	<b>Clause 4.2.1 Page 26</b>	(vii) Provide, operate and maintain the 4G based mobile services from all the sites in the specified villages for a Bidding Unit in accordance with the prescribed specifications	<p><b>Query</b> USOF to clarify, if coverage of the given village will be the only criteria and final tower locations decided on the basis of survey by USP may or may not be inside the village to be covered.</p>	<p><b>Suggested Modification:</b> <i>Provide, operate &amp; maintain the mobile services in the villages listed in the tender. The location of the tower will be decided by USP post detailed survey.</i></p>	<b>As per clause 3.2.3 (ii) (a) "The successful bidders will be responsible for: Carrying out survey to identify the exact location of sites for installation of</b>

		in Section-V: Technical Conditions.			tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in tender document".  Suggested modification agreed subject to approval of USOF.
9	Clause 4.2.5 (Page 26)	Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, after expiry of the Agreement signed with USOF.	<b>Query</b> After the expiry of the agreement with USOF, running the site with same terms & conditions may not be viable. Thus, this clause shall be deleted.	<b>Suggested Modification:</b> <i>This clause may be deleted</i>	As per RFP.
10	Clause 4.2.9 (Page 27)	DoT/USOF will consider to refer issues such as security and protection for sites, free RoW for aerial OFC etc. to State Governments, where their intervention is required. However, Roll-out period, imposition of LD and other penalty conditions will not be relaxed, due to delay/inaction on the part of State Government or any other concerned agency.	<b>Query</b> There are a number of dependencies on the State Government and other Agencies. If the site happens to fall in Defence / Forest Land then permission of the respective department would be necessary which is long drawn and time consuming. Any delay in receipt of such permission would delay our deployment and hence penalty conditions should be relaxed accordingly.	<b>Suggested Modification:</b> <i>The Clause may be suitably modified to take note of the raised concerns.</i>	As per RFP.

11	<b>Clause 4.3.1 (Page 27)</b>	The Administrator or his representative or the agencies authorized shall have the right to inspect and test the created infrastructure and provision of 4G based mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the infrastructure sites created by USPs, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the authorized agencies at no charge to the Administrator.	<b>Query</b>  It is understandable an elaborate test procedure as prescribed in this Tender will be adopted for a PoC site, we believe that the same shall not be the one adopted for the inspection as envisaged in this Clause. USOF to clarify if prescribed test schedule, stated in this Clause would be different from the one that would be used for validation of a PoC site.		<b>As per RFP.</b>
12	<b>Clause 4.3.2 Page 27</b>	4.3.2 Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USPs shall either replace the rejected components of or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.	<b>Query:</b> Specifications which are to be complied with are not defined in the Tender. Additionally, clause 4.3.3 meets the requirement as envisaged in 4.3.2. USOF may want to delete Clause 4.3.2.	<i>Clause 4.3.2 to be deleted.</i>	<b>As per RFP.</b>

13	4.5 Page 27	<p>The Agreement shall be valid for a period of 12 Months + Ten years from the date of signing of the Agreement unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per Section VII: Financial Conditions of this document. Successful bidders shall be responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of Ten years from the date of effect of Agreement and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.</p>	<p><b>Query:</b> USOF may consider reducing the service period from 10 years to 5 years to increase the viability of the project as at this point of time, there is no certainty about the revenue opportunity from these places.</p>		As per RFP.
14	4.13 (Page 29)	<p><b>FORCE- MAJEURE</b></p>	<p><b>Query</b> Satellite used in the case of a VSAT link and associated Transponder may fail leading to a site outage. Such failures are not included as Force Majeure situation in the Tender. Since, these will out of control of USP, USOF may include events such as Satellite failure as a Force Majeure condition.</p>		As per RFP.



15	<p>Clause 5.3.1 Page 31/32 <b>Table 5.1</b></p> <p><b>Clause 5.6.1</b></p>	<p>Serial Number 7</p> <ul style="list-style-type: none"> <li>Minimum Radial Coverage 4 Kilometer</li> </ul> <p>Serial No 8</p> <ul style="list-style-type: none"> <li>Only Minimum bandwidth requirements given for VSAT- 8Mbps.</li> </ul>	<p><b>Query:</b></p> <ul style="list-style-type: none"> <li>Minimum Radial Coverage is mandated (refer Table 5.1) to be 4Km which is not feasible. Coverage distance varies because of terrain and vegetation. Villages are part of hilly terrain along with having dense vegetation where it is not practical and feasible to provide radial coverage of minimum 4Km for every site.</li> <li>Instead USOF to specify the upper cap for VSAT so that if there is any KPI degradation after this bandwidth, there shall be no penalty on this count on the USP.</li> <li>Minimum user throughput &gt;512Kbps (4G) at cell boundary at 4km is not feasible. Additionally as already stated coverage of upto 4 km is itself not feasible.</li> <li>Minimum user throughput cannot be guaranteed in wireless network because number of users attached varies with time and also depend on bandwidth on site.</li> </ul>	<p><i>Serial Number 7 may be withdrawn</i></p> <ul style="list-style-type: none"> <li>TSTP should be followed for measuring the QoS parameters.</li> <li>Withdraw minimal radial coverage of 4 kilometer, instead the criteria should be village coverage</li> <li>In mobile network user throughput depends on various factors likes number of users, terrain etc. Hence minimum throughput of &gt;512kbps should be removed</li> <li>The USP shall submit the test schedule for proof of Concept to be conducted in accordance to relevant parameters mentioned in DoT latest TSTP for MRO</li> </ul>	<p><b>The condition of minimum 4 KM coverage requirement is for normal conditions.</b></p> <p><b>The data rate should be minimum 512 Kbps for single user at the edge of the cell boundary.</b></p>
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16	<p>4.2.1 (Page 26)</p> <p>5.3.2 (Page 32)</p>	<p>(ii) Supply, install, test, commission and maintain Masts/Towers/ conforming to TEC GRs as specified in Section-V: Technical Conditions of the Tender Document.</p> <p>Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 40 M height.</p> <p><b>(OR)</b> Alternatively, Mast/tower design shall be as per design approved from an organization like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness, safety, load bearing capacity, ability to withstand minimum wind speed of 180 Km/hr, after applying various topological factors including allowable soil bearing capacity. Necessary certification from an agency like Structural Engineering Research Centre (SERC)/ TEC/ IITs shall be submitted by USP at the time of testing for Proof of Concept.</p>	<p><b>Query</b></p> <p>While Clause 4.2.1 requires bidders to supply Masts/Towers conforming to TEC GRs, whereas Clause 5.3.2 provides a option for a Mast/Tower design approved from an organization like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness, safety, load bearing capacity, ability to withstand minimum wind speed of 180 Km/hr, after applying various topological factors including allowable soil bearing capacity.</p>	<p><b>Suggested Modification:</b></p> <p><i>Clause 4.2.1 shall also be suitably modified in line with Clause 5.3.2</i></p>	<p><b>Clause 5.3.2 may be complied in case of Towers.</b></p>
17	<p><b>5.3.5 (Page 32)</b></p>	<p>The USPs are advised to verify non-availability of the coverage in the villages as specified in Clause</p>	<p><b>Query</b></p> <ul style="list-style-type: none"> <li>USP will not have any control on day to day optimizations or</li> </ul>	<p><b>Suggested Modification in Clause:</b></p>	<p><b>Non-availability shall be verified for each type of technology or a</b></p>

		<p>3.5.11 before installing equipment for which it intends to claim support from Universal Service Obligation Fund. No claims shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers.</p>	<p>coverage planning done by other TSPs. There can be situations when there will be no signal detected at the time of survey conducted by USP but after some time signal of other TSP is identified because of any technical optimization done by the other operator. In such situations, survey conducted by USP and duly approved by USOF, should be considered as the final list and there should be no changes in this list, otherwise it will adversely affect the project timelines and will lead to ambiguity in project scope. USOF to please clarify this in the Tender.</p> <ul style="list-style-type: none"> <li>• Further, there may be a situation, wherein a village is partially covered by a USP and additional site may be required to cover the village fully. In such cases, <b>USP should be provided subsidy to install additional tower to cover partially covered village.</b></li> </ul>	<p>The USPs are advised to verify non-availability of <i>its own</i> coverage in the villages before installing equipment for which it intends to claim support from Universal Service Obligation Fund. No claims shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers. <i>USP will be allowed to claim subsidy for covering all those villages which are partially covered. USP will also be able claim subsidy for installing additional towers required to cover the villages which are partially covered by its network. Once USP submits its survey reports to DoT to certify the list of uncovered villages and the same is approved by USOF; there shall not be any subsequent changes to the approved list.</i></p>	<p><b>combination thereof. The reference to clause 3.5.11 may be read as 3.5.10.</b></p> <p><b>Further, no subsidy shall be paid for installation of tower to cover partially covered villages.</b></p>
18	5.3.6 (Page 32)	SACFA clearance shall be the responsibility of bidder	<p><b>Query:</b> SACFA is a license condition requirement which is to be complied by a TSP as per its licensing conditions. Hence, such clauses</p>	<p><b>Suggested Modified Clause:</b></p>	As per RFP.

			<p>which are a part of TSPs' Licensing obligations/applicable regulations should be delinked from tender conditions.</p> <p>There are villages whose AMSL is above permissible limits prescribed by the AAI/SACFA. USOF may clarify in the Tender what is to be done in case of such sites.</p>		
19	<p>Clause 5.5.3 (Page No 33)</p> <p>Clause 5.5.4 (Page No 33)</p>	<p>The USP shall comply to the minimum power arrangement and battery autonomy as per above, however, if required, USP shall install additional power source to meet the uptime requirement as per TRAI guidelines. However, there shall be no extra financial support from USOF.</p> <p>Capacity of the Battery sets shall be planned such that the battery set is not required to be discharged beyond its rated capacity at any time to meet 100% load.</p>	<p>Maintaining the stated power backup to comply with QoS is the responsibility of USP. Thus, specifications for Battery, DG &amp; Solar panels shall be removed.</p>	<p>Specifications for Battery, DG &amp; Solar panels shall be removed.</p>	<p><b>As per RFP.</b></p>
20	Clause 5.6.8	<p>The eNode-B shall meet the service requirement mentioned in document issued vide DoT letter no. 1-4/2013-AS-IV dated 17.-3.2015 for 4G mobile services</p>	<p>We believe the reference provided in the Clause is the TSTP of respective technology. This may be clarified.</p>		<p><b>As per RFP.</b></p>

21	Clause 5.7.3 (Page 34)	The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps and sites installed with microwave/OFC backhaul should have minimum bandwidth of 15 Mbps.	<p><b>Query:</b> Instead USOF to specify the upper cap for VSAT so that if there is any KPI degradation after this bandwidth, there shall be no penalty on this count on the USP.</p> <p><b>The additional subsidy for VSAT bandwidth, at actual cost, should be provided for all the sites which use Satellite bandwidth in any of the segments or links</b> i.e. either middle-mile or directly towards the last mile node. In other words, some sites will be directly backhauled towards mainland through VSAT, some sites will be on Microwave and further backhauled to main land through VSAT indirectly. Satellite Bandwidth subsidy should be provided for all such sites.</p>	This Clause may be suitably modified.	<b>As per RFP.</b>
22	Clause 5.7.7 (Page 34)	USP shall convert VSAT sites on microwave/OFC backhaul within 1 years from the date of commissioning	OFC is perceived to be a cheaper alternative to VSAT only under the condition the OFC is accessible at site. Mandatory conversion of VSAT sites on Microwave/VSAT would result in additional investment. USP shall be given autonomy to decide on the backhaul, as it seems feasible to it. Thus, this clause shall be deleted.	This Clause may be deleted.	<b>As per RFP.</b>
23	Clause 5.10.4 Page 35	The bidder will keep a record of rural connections provided from the BTS installed under the	<p><b>Query</b> There is generally no differentiation made at site between a rural</p>	The bidder will keep a record of <del>rural connections provided from the BTS</del>	<b>The bidder will keep a record of peak latched customers to the BTS</b>

		<p>scheme and the telecom traffic generated &amp; registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/or TRAI as and when and in whatever form desired. The USP shall submit mandatory quarterly and other periodic Network reports to TRAI with a copy to Administrator, USOF.</p>	<p>connection or otherwise. Log of latched customers to the site is visible at the central NoC. Moreover, there are roamers from other sites who could utilize the site at any point in time. Thus, peak number of subscribers latched to these sites during the reported period can be provided instead of 'rural connections'. USOF may kindly confirm.</p>	<p><del>installed under the scheme</del> <b>and peak latched customers at site during the reported measurement period, the total</b> telecom traffic generated &amp; registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/or TRAI as and when and in whatever form desired. The USP shall submit mandatory quarterly and other periodic Network reports to TRAI with a copy to Administrator, USOF.</p>	<p><b>installed under the scheme and the telecom traffic generated &amp; registered from each site.</b></p> <p><b>The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the designated authority by Administrator and/or TRAI as and when and in whatever form desired.</b></p>
24	Clause 5.11.2 (Page 35)	<p>Factory Test Certificates are to be provided for items like LTE based eNode-B and accessories, Transmission equipment, power equipment and infrastructure provided.</p>	<p><b>Query</b> USOF may kindly confirm, if Factory Test certificates for accessories or passive devices could not be insisted upon and kept out of the list of requirement.</p>	<p><b>Suggested Modification in Clause:</b> Factory Test Certificates are to be provided for items like BTS <del>and accessories</del>, Transmission equipment, <b>and</b> power equipment <del>and infrastructure provided</del>.</p>	<p><b>As per RFP.</b></p>

25	<b>Clause 5.11.4</b> <b>Page 35</b>	Logbooks on site maintenance are to be maintained.	<p><b>Query</b> Major site activities are anyways captured by the centralized NoC, which is available on demand. As per our understanding, this should suffice the requirement and maintenance of physical logbook at site is optional. USOF may please clarify.</p>		<p><b>The NOC report shall be made available to USOF on quarterly. Logbooks are required during physical inspection for day-to-day activities at the site. Online access be provided to the DMA.</b></p>
26	<b>Section 5.13</b>	<b>Proof of Concept and Physical Verification</b>	<p><b>Query</b></p> <p>Approval for POC should be provided in time bound manner. In case of delay in response from approving authority, it should be considered as deemed approval and subsidy should be released accordingly.</p> <p>Additionally, to make the process simple and effective, PoC testing should just be a one phase testing. USP could carry out self-test followed by a 30 days stability period. Test results could be submitted to the Testing Team who would conduct a single test and certify the site.</p> <p>All the above may be clarified.</p>		<p><b>As per RFP.</b></p> <p><b>It is clarified that Proof of Concept (POC) is to be carried out at one identified location only.</b></p> <p><b>The testing will be done as per standard test schedule, to be issued by USOF. For other tests such as drive test etc., latest TSTPs issued by DoT for respective technology will be applicable.</b></p>

27	5.13.1 (Page 35)	<p>USP shall install and offer one site in each Bidding Unit for validation of functional parameters (Proof of Concept) to Testing Agency designated by USOF. The USP shall submit the test schedule for proof of Concept to be conducted in accordance to relevant parameters mentioned in DoT letter no. 1-4/2013-AS-IV dated 17.03.2015, TRAI QoS parameters and technical specifications mention in this tender document for the approval of Administrator, USOF.</p>	<p><b>Query</b> Our understanding is ANI would constitute only one Bidding Unit and therefore only one site is to be offered as PoC for tresting purpose. This may be clarified.</p> <p>Respective technology TSTP is getting followed for coverage testing in any village whereas here is reference of TRAI QOS parameters and technical specifications, which is a contradiction.</p> <ul style="list-style-type: none"> <li>• <b>Recommendation:</b></li> </ul> <p>Respective technology TSTP should be followed for coverage testing of village.</p> <p>If our above understanding is not correct, since physical verification of each site is exhaustive and time consuming, USOF may consider verification only one sites instead of multiple sites.</p> <p>Tender has proposed an agency authosrised by the Administrator for the propose. This would add to the cost and a lot of operational complexities. By adopting testing on sample basis the need for an external agency to carry out such testing</p>		<p><b>ANI constitutes one Bidding Unit and one site is to be offered for PoC.</b></p>
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			could be avoided. USOF may clarify in the matter.  Verification schedule may please be clarified.		
28	<b>Clause 6.5.2 Page 37</b>	The successful bidder (USP) shall complete the field survey within three months of date of signing of the agreement to finalize the requirement of infrastructure at sites. The successful bidder (USP) shall commission & provide 4G based mobile services from all the infrastructure sites in a Bidding Unit within a period of 12 months from the date of signing of the Agreement.	<b>Query</b> Timeline of three months provided in the Tender for the completion of field survey is too optimistic seeing the ground reality. These island villages are in remote far flung areas and mostly in the forest land. During Monsoon as well, these region receive heavy rain. Given this scenario USOF should not put any time limit for the survey and only specify the project completion timeline, which is specified as 12 months from the date of signing of Agreement. This period as also is too short since the execution time post tender is only 9 months and site acquisition consumes considerable amount of time.  In Annexure 1 (containing village list) of Tender there are villages having no coordinates. Bidder is required to conduct survey of each villages for the suitable location of the tower. Our experience has shown village identification and survey is the most challenging part of the	<b>Suggested Modification in Clause:</b>  <ul style="list-style-type: none"> <li>• No timelimit shall be stated for completion of survey and project completion timeline shall be fixed as 24 months from the date of signing of Agreement</li> <li>• DoT to help actively while acquiring forest land. Exclusion should be granted if delay happens because the forest land acquisition process or any other instance which is not in control of USP.</li> </ul>	<b>As per RFP.</b>

			<p>project. Three months provision for survey is too short.</p> <p>Further, the time period taken by DoT/USOF for approval of POC should be excluded from the calculation of Implementation period i.e. from the time USP files for POC site for certification to USOF till the final approval is granted by USOF to USP, should be excluded from implementation/roll out period.</p> <p>It is also well known fact that villages falling within Forest/ Defence/ Govt./ Local Body jurisdiction would require special approval from the authorities which is time consuming. Under the circumstances, the USOF should consider exclusion and exceptional time line for completion of installation for these identified villages during survey &amp; notified to the USOF</p>		
29	<b>Clause 7.1.4 Page 39</b>	<p>First part shall be due and payable @ 49% of Representative Rate, as an FLS at the time of successful commissioning of BTS and provision of 4G based mobile services from the identified site. Second part of the remaining subsidy (50%), for each site shall be payable in 20 equated quarterly</p>	<p><b>Request:</b> Rational behind FLS @ 49% of RR may kindly be explained. Considering very high expectation from quality perspective, the project is expected to be highly capital intensive and USP will have invest upfront for its execution. The Authority should consider a higher</p>	<b>Clause 7.1.4</b>	<b>As per RFP.</b>
				<p>First part shall be due and payable, @ <b>60</b> % of RR, as an FLS immediately after successful commissioning of BTS and provision of mobile services from the identified site. Second part</p>	

	<p><b>7.1.5</b> <b>Page 39</b></p>	<p>Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of BTS i.e. commencement of 4G based mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier.</p> <p>Further, Equated Quarterly Instalment shall be released after verification by a Third-Party Agency (TPA), unless specified otherwise by Administrator, for which payment shall be a maximum of 1% of the Representative rate of subsidy emerging from the bidding process and will be paid directly to the TPA.</p>	<p>proportion say 60% towards FLS and the balance paid in 20 equated installments every quarter.</p> <p>Additionally for the same reason mentioned above, Authority should consider payment of FLS as soon as a site is installed &amp; commissioned and should not be linked to POC testing.</p> <p>EQS on the other hand could be as per proposal in the Tender</p> <p>As stated, since the proposal is to do away with TPA, there should not be any disbursement of subsidy through TPA.</p>	<p>of the remaining subsidy (40%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable on a per quarter basis over a maximum period of 5 years from the date of commissioning of BTS i.e. commencement of mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier. It is clarified that FLS will not be linked to completion of POC testing and shall be released on the basis of submission of document/report for the successful installation of a site. <i>Clause 7.1.5 should be deleted.</i></p>	
30	<p><b>7.1.6</b> <b>(Page 39)</b></p>	<p>The FLS &amp; EQS components of the subsidy shall be payable within 30 days from the end of quarter, in which it becomes due. Thus the USP shall be eligible to claim FLS only at the end of the quarter in which the 4G based mobile services are commissioned/</p>	<p><b>Request:</b> FLS (Front Loading Subsidy) should be immediately payable on the completion of deployment of a site rather than at the end of the quarter. Otherwise this will unnecessarily delay the grant of FLS subsidy for the infrastructure already deployed.</p>	<p><b>Suggested Modified Clause:</b> <i>The FLS shall be payable immediately once mobile are commissioned/ launched from the infrastructure site set up. EQS component of the subsidy shall be payable at the</i></p>	<p><b>As per RFP.</b></p>

		launched from the infrastructure site set up. Similarly, the EQS claim for a quarter can be made by the USP only at the end of that quarter.		<i>end of the quarter, in which it becomes due. Thus, the EQS claim for a quarter can be made by the USP only at the end of that quarter.</i>	
31	<b>Clause 7.2.7 (Page 40)</b>	Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, if there is interruption in services for more than 43.2 hours (cumulatively) in a quarter; and the entire EQS shall not be payable for that particular site, if there is interruption in services for 45 days or more in a quarter. The USP shall furnish the details of interruption/ down time of the services along with the payment statement as per the pro forma attached at Annexure-13. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.	<p><b>Request:</b> USOF may clarify as to why such stringent norm of 98% (on per site basis) uptime has been specified; even TRAI norms do not prescribe such stringent requirement.</p> <p>TRAI Quality Norms, which has only recently been amended, defines uptime on a LSA level and exempts 2% of the worst performing sites. USOF should consider an interruption allowance of up to 7 days (cumulative) in a quarter which was defined in the very recent USOF Tender under execution be adopted.</p>	Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, if there is interruption in services for more <i>than 7 days (cumulatively)</i> in a quarter; and the EQS shall not be payable for that particular site, if there is interruption in services for 45 days or more in a quarter. The USP shall furnish the details of interruption/ down time of the services along with the payment statement as per the pro forma attached at Annexure-13. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.	<b>As per RFP.</b>
32	<b>10.3 (Page 47)</b>	BENCHMARK is the rate that shall form the upper ceiling for submission of bids and is the estimated rate of Net Cost support	<ul style="list-style-type: none"> <li>Presently, the only backhaul bandwidth is via satellite, there is no undersea cable connectivity as well available for connecting</li> </ul>	Clauses to be added for inclusion of VSAT charges to be paid by USOF directly to ISRO and for no	<b>1 Gbps has been reserved for USOF schemes including mobile services.</b>

	<p><b>10.14</b> <b>(Page 48)</b></p> <p><b>5.7.7</b> <b>(Page 34)</b></p>	<p>assessed in accordance with ITRs, 1951 and is based on a percentage of the capital recovery, depending on the revenue potential and operating expenditure net of revenue, incurred over a period of five years of operation against which the bids shall be received in the first round of financial bidding.</p> <p>OPERATIONAL EXPENDITURE means the Annual Operating Expense incurred on routine maintenance of infrastructure and recurring expenditures on diesel, electricity, security etc. including satellite bandwidth charges, to be paid by Universal Service Providers.</p> <p>5.7.7.USP shall convert VSAT sites on microwave/OFC backhaul within 1 year from the date of commissioning</p>	<p>Andaman and Nicobar islands and all base stations initially will be using VSAT bandwidth.</p> <ul style="list-style-type: none"> <li><b>In view of the above, charges for VSAT bandwidth, at actual cost, should be provided by USOF for all the sites deployed under this project irrespective of whether a site uses VSAT bandwidth in middle-mile or directly towards the last mile node.</b></li> <li>For this USOF can directly acquire satellite bandwidth from ISRO for the project and provide it to successful bidder. Further, <b>no charges</b> (such as royalty charges to WPC and NOCC monitoring charges) should be payable to DoT/WPC for the use of Satellite Bandwidth for this project.</li> </ul> <p><b>Duration of VSAT Period:</b></p> <ul style="list-style-type: none"> <li>As per the clause 5.7.7 in the draft tender document, USP has been given time till 1 year from date of commissioning of site, to migrate it from VSAT to other media (OFC/Fiber). However, there is no availability of undersea cable</li> </ul>	<p>charges to be paid to WPC, NOCC etc., for the use of satellite bandwidth for these sites.</p> <p>It is also proposed that USOF/DoT have an agreement with ISRO to avail HTS satellite bandwidth to USP. As per limited information with us most of the HTS bandwidth has been reserved with DoT, the same can be made available to USP for USOF projects.</p>	<p><b>Therefore, no financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year. After completion of one year, the successful bidder shall have to migrate from VSAT to OFC/microwave as the submarine cable is likely to be operational by June, 2020 without any additional cost to USOF. Accordingly VSAT OPEX is not considered.</b></p> <p><b>As per RFP.</b></p>
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			<p>right now for Andaman and Nicobar Islands. Therefore, USP should be allowed to operate site on VSAT at least till the availability of undersea cable to USP or 1 year from the date of commissioning of site whichever is later.</p> <ul style="list-style-type: none"> <li>• Even after availability of undersea cable there can be some remote sites where We may had to keep VSAT continue because of challenges of connectivity of sites with undersea cable.</li> </ul> <p><b>Migration Time:</b></p> <ul style="list-style-type: none"> <li>• USP should be given at least six months to migrate the site from VSAT to alternate media to ensure seamless connectivity, QoS and to have smooth migration. This time period for migration should be calculated from the date of availability of undersea fibre media or from 1 year from the date of commissioning of site whichever is later. Till the migration of site is completed from VSAT to other media, USOF should continue to bear VSAT bandwidth charges and no charges (WPC/DoT/NOCC) should be</li> </ul>		
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			<p>levied for usage of VSAT bandwidth .</p> <p><b>Commercial Terms for the undersea Cable</b></p> <ul style="list-style-type: none"> <li>Commercial terms for the use of the undersea cable should be finalised and intimated to the USP in advance as a part of the Tender document so that the same can be considered while estimating the commercials/bid amount.</li> </ul>		<p>The tariff for submarine cable is under finalization and will be intimated in due course.</p>
33	ANNEXURE -7 Page 57	<b>PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE</b>	<p>We had approached various banks with the EMD BG format as mentioned in the Tender Document and they have declined to issue the same in its current format as it is open ended. The concerns of the Banks wrt the EMD BG format are as follows:</p> <ol style="list-style-type: none"> <li>The BG format should include an end date of the BG.</li> <li>As per the EMD BG format, the BG is to be printed on the Letter head of the Bank. However, the Banks do not agree to this requirement.</li> <li>The Banks are insistent on the addition of the NWC Clause (Not</li> </ol>	<p><b>This may be aligned with recent suggestions made for the recent USOF Tender to cover 354 uncoverage Villages</b></p>	<p>The Annexure- 7 on page 57 is proforma for PBG of RFP. However, the query in words is related to Annexure- 6 on page 55 pertains to proforma for EMD BG format.</p> <p>Amended Annexure- 6 of RFP (proforma for EMD BG) is attached as Amendment.</p>

			<p>Withstanding Clause) in the end of the BG (which limits the liability of the Bank), the same is as follows:</p> <p><i>“Notwithstanding anything contained herein above,</i></p> <p><i>i. Our Liability under this bank guarantee shall not exceed .....</i></p> <p><i>ii. This Bank Guarantee shall be valid up to .....(Date of Expiry).</i></p> <p><i>iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if, you serve upon us a written claim on or before .....(Claim Expiry Date)</i></p> <p><i>iv. Thereafter the bank shall stand discharged from all its liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not. “</i></p> <p>4. As per the EMD BG format, the BG is to be signed and sealed with the common seal of the</p>		
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			Bank. The Banks are not agreeing for the use of Bank seal / common seal.		
34	ANNEXURE -10: Page 66	<b>ANNEXURE-10</b> <b>Mast/Tower:</b>  (i) Tower ID  (ii) Latitude  (iii) Longitude  (iv) Name of the Village, Block, Disrict, State  (v) Height of the tower/mast  (vi) Date of Commissioning  (vii) TEC GRS (Number and Title) to which Tower complied	Query Clause 5.3.2 – states  Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 40 M height. <b>(OR)</b> Alternatively, Mast/tower design shall be as per design approved from an organization like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness, safety, load bearing capacity, ability to withstand minimum wind speed of 180 Km/hr, <i>after applying various topological factors including allowable soil bearing capacity.</i> Necessary certification from an agency like Structural Engineering Research Centre (SERC)/ TEC/ IITs shall be submitted by USP at the time of testing for Proof of Concept. In view of the above Annexure 10 may be suitably modified	<b>ANNEXURE-10</b> <b>Tower Site:</b>  (i) Tower ID  (ii) Latitude  (iii) Longitude  (iv) Name of the Village, Block, Disrict, State  (v) Height of the tower/mast  (vi) Date of Commissioning  (vii) TEC GRS (Number and Title) to which Tower complied or <i>reference number of (SERC)/ TEC/ 25IITs for structural fitness</i>	<b>Amended Annexure- 10 of RFP (proforma for Self Certification by USP) is attached as Amendment.</b>
35	(Page 66)	ANNEXURE -10 PROFORMA FOR SELF CERTIFICATION BY UNIVERSAL SERVICE PROVIDER	<b>Query</b> • The objective of the tender is to fulfill the requirements pertaining to provisioning of services, and Quality of Service	<b>Suggested Modification in Clause: (Requirements to be removed are stroked out)</b>	<b>As per RFP.</b>

			<p>as per TRAI Norms, which can be assessed by documents such as Drive Test Report etc. which will be submitted by USP.</p> <ul style="list-style-type: none"> <li>Since, many of passive infrastructure equipment will be leased from IP-1 with whom USP will have a backend arrangement, it won't be possible to provide invoices for such equipment.</li> </ul> <p>In view of the above, requirement of providing the documents such as invoice for electrical power connection requirements etc., could be dropped as this additional information has little or no relevance in the context of overall project scope.</p>	<p><del><b>D) Electrical power connection:</b></del></p> <p><del>(i) Capacity of Sanctioned load:</del></p> <p><del>(ii) Proof of sanction from SEB:</del></p> <p><del>(iii) Main Energy Meter Type/ Capacity/ Sl. No.:</del></p> <p><del>(iv) Sub Energy Meters Type/ Capacity/ Sl. No.:</del></p> <p><del>(v) Earth Resistance (value in ohms):</del></p> <p><del>(vi) Date of Installation:</del></p> <p><b>F) Engine Alternator of provided:</b></p> <p>(i) Rated Capacity of Engine alternator:</p> <p>(ii) Make of Engine/ Alternator:</p> <p>(iii) Serial Number of Engine/ Alternator:</p> <p><del>(iv) Year of Manufacture:</del></p> <p>(v) Supplied by:</p> <p><del>(vi) Proof of purchase (Invoice/ Bill):</del></p> <p>(vii) Details of other components provided</p> <p>(viii) Testing and Commissioning Report:</p> <p>(ix) Date of Commissioning:</p>	
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				<b>H) Battery:</b> (i) Rated Capacity: (ii) Make: (iii) Type: <del>(iv) Date/ Year of</del> <del>Manufacturing:</del> <del>(v) Proof of purchase</del> <del>(Invoice/ Bill):</del> (vi) Number of Sets: (vii) Date of Commissioning:	
36	<b>Add. Comment</b>	<b>Additional Comment</b>	Both the parties (USP and USOF) should adhere to the timelines for their respective roles and responsibilities as part of the agreement.		<b>Responsibilities of USOF are already clarified in the RFP.</b>
37			Some additional concerns mentioned below, which can be accommodated in the query document. <ul style="list-style-type: none"> <li>Most of the HTS satellite (GST-11) bandwidth is reserved with DoT and currently not available for telecom operators. USOF need to arrange HTS bandwidth for USP.</li> </ul>		<b>BSNL is augmenting the satellite bandwidth available on ANI upto 4 Gbps. Out of this, 1 Gbps has been reserved for USOF schemes including mobile services</b>
38			<ul style="list-style-type: none"> <li>Regarding coverage criteria as per TRAI QoS parameters and technical specifications, my understanding of coverage levels is below. I followed the following link for the same (TRAI Guideline</li> </ul>		<b>As per TRAI QoS parameters.</b>

			<p>for QoS (1st Amendment) : <a href="https://main.trai.gov.in/sites/default/files/201211091141353328813Regulation20mar09.pdf">https://main.trai.gov.in/sites/default/files/201211091141353328813Regulation20mar09.pdf</a>)</p> <ul style="list-style-type: none"><li>• <u>“For In-door coverage the signal strength at street level shall be <math>\geq</math> -75 dBm and In-vehicle shall <math>\geq</math> -85 dBm”</u></li><li>• USOF may kindly confirm if our understanding is correct.</li></ul>	
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Sr. No	Page No	Existing Clause	Clarification requested	Clarification to the query
39	Pg 34/84, Clause 5.7.7	USP shall convert VSAT sites on microwave/OFC backhaul within 1 year from the date of commissioning.	VSAT is a better solution when it comes to mobile backhauling to provide the robust network since VSAT doesn't require LOS. Microwave may still be non-feasible at certain locations. We request you to keep VSAT as backhaul wherever no OFC backhaul is available. Further, This will not be practical to invest in VSAT Hardware CAPEX just for 1 year and after that the Hardware will be of no use if Backhaul is transferred to Microwave. This will demotivate the operators to not bid the RFP using VSAT solution. Request to dilute this clause and allow until other connectivity (OFC or Microwave) is set up and then VSAT can be used as secondary backhaul.	<b>As per RFP.</b>
40	Pg 34/84, Clause 5.7.1	Involvement of BBNL BharatNet	Kindly confirm whether USOF will provide approval to use BBNL/BharatNet VSAT Network for this RFP. Also the bidder would be allowed to use BharatNet VSAT infrastructure like Gateways, VSATs, MPLS links etc.	<b>There shall no involvement of BharatNet infrastructure. Bidders are allowed to use BharatNet or other links available with BSNL as per their applicable charges.</b>
41	Pg 32/84, Clause 5.3.1	Minimum Backhaul Bandwidth of 8 Mbps	Kindly provide Inblund and Outbound Bandwidth distribution of 8 Mbps and what is the concurrency.	<b>Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.</b>
42	Pg 48/84, Clause 10.14	Operational Expenditure	As per this clause, the required Satellite Bandwidth Charges shall be paid by USOF. Kindly confirm whether USOF will bear Satellite Bandwidth Charges of BharatNet	<b>The commercial arrangement for using BharatNet VSAT network is left to the feasibility &amp; commercial offered by</b>

			VSAT Network and at what rate? Please confirm.	<b>BBNL. Accordingly VSAT OPEX is not considered.</b>
43		Specifications of VSAT	We request you to suggest us the typical specifications of the VSAT. We would like to suggest that the VSAT links should be on High Throughput Satellite which can handle upto 10 Mbps (UL)/20 Mbps (DL)as compared to traditional national beam satellite where Bandwidth is limited to 2 Mbps only.	<b>It is for the successful bidder to decide the specifications of the VSAT as per network requirements.</b>
44		LTE Acceleration	We would like to suggest that the offered VSAT should have the feature called "LTE Acceleration" as traditional VSAT would not be able to manage the 4G traffic backhaul effectively. The same has been implemented by one operator in India.	<b>Subject to feasibility, bidder is free to use "LTE Acceleration" feature.</b>
45		Pre bid meeting notice dated 05.12.2019	As per the pre bid meeting notice dated 05.12.2019, M/s TCIL was asked to do a presentation for the attendees of the pre bid meeting. Can you please circulate a copy of this presentation?	<b>TCIL didn't gave any presentation on pre-bid meeting held on 07.12.2019</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
46	V	5.6.1	33	Data communication services minimum 512 kbps at cell boundary at 4 KM.	Andaman & Nicobar demography is highly dense vegetation , therefore 4Km coverage is not possible from a conventional 40 m tower. Moreover, throughput depends on various factors like no. of concurrent users, their locations, application used, etc. therefore. Ensuring min 512 Kbps at cell boundary can't be guaranteed.	<b>The condition of minimum 4 KM coverage requirement is for normal conditions.</b>  <b>The data rate should be minimum 512 Kbps for single user at the edge of the cell boundary.</b>
47	V	5.7.3	34	The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps and sites installed with microwave/OFC backhaul should have minimum bandwidth of 15 Mbps	Need more clarification such as UL/DL bandwidth split, concurrency ratio of the sites (no. of sites concurrently being backhauled through VSAT)	<b>Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.</b>
48	V	5.7.7	34	USP shall convert VSAT sites on microwave/OFC backhaul within 1 year from the date of commissioning	For some locations provisioning of MW/OFC may not be feasible within 1 year due to various constraints beyond the control of TSP. It is	<b>As per RFP.</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					requested to provide details of satellite bandwidth availability beyond 1 year along with applicable tariffs.	
49	I	1.3	3	No. of Towers to be quoted for bidding along National Highways : 42	It is observed that total National Highway length is approx. 334 Kms. Considering very highly dense vegetation and hilly area along the national highway, 42 towers may not be sufficient to provide full coverage across national highway	<b>As per RFP.</b>
50	Appendix 1	Appendix 1	82-84	Site Locations and Details	<p>1. Out of 85 villages provided, Lat Long available only for 38 villages and rest 47 villages Lat Long not provided</p> <p>2. Out of 38 villages ( for which Lat Longs are available), 29 villages location are not matching with census village database.</p> <p>3. Three number of villages Lat Long are falling in sea,need clarification</p>	<p><b>As per clause 3.2.3 (ii) (a) "The successful bidders will be responsible for Carrying out survey to identify the exact location of sites for installation of tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in tender document".</b></p> <p><b>This clarifies the query.</b></p>



Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
51	III	3.2.3 (i)	14	To maintain the desired quality of service (QoS) as per the TRAI recommendations. (uptime of minimum 98%)	<p>Maintaining the uptime could be challenge in the inaccessible forest/ hilly / areas and the reasonable exceptions will need to be permitted in genuine cases.</p> <p>With the limited satellite BW that is being made available for provisioning of mobile services, it would not be possible to meet the QoS requirements mandated by TRAI. Hence, USOF team should ensure that TSPs are given relaxation and are not penalized for failing to adhere to QoS requirements. (till they migrate to MW/OFC)</p> <p>USOF team should also ensure that TSP is adequately protected and not penalised for failure to maintain desired QoS/ min uptime requirement on account of any outage in the submarine cable (once it is</p>	As per RFP.

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					available) or outage in satellite connectivity.	
52	V	5.3.1	31	eNodeB shall be based on LTE technology, outdoor versions tower mounted and shall support remote electrical tilt	It is specified that Remote Electrical Tilt supported antenna is required for all sites. Since rural sites do not require frequent and real time down tilt optimization, regular antenna may also suffice	<b>As per RFP.</b>
53	V	5.8.2	34	Signal levels in the coverage area shall be as per prevalent TRAI regulations on QoS standards. Details of the signal coverage actually achieved and number of villages actually covered shall be provided by USP in the Self-certification as per Annexure-10	Need clarification on signal coverage threshold and criteria as TRAI regulations on QoS standards do not mention any specific coverage thresholds. LTE sensitivity is -124 dBm which may be considered as a coverage threshold with area coverage probability of 95%	<b>As per RFP.</b>
54	V	5.3.1	32	Network should support 100 active users or 20% of the population whichever is higher for a site	Dimensioning for 20% active users is an overkill. RRC connect users to be specified instead of active users	<b>As per RFP.</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query																														
55	V	5.7.8	34	After completion of 1 year, the TSP shall switch from VSAT to microwave or OFC connectivity as the submarine cable between Chennai & eight Islands of Andaman & Nicobar is expected to be operational by 2020. The cable landing stations in Andaman & Nicobar are; Port Blair, Swaraj Deep (Havelock), Kamorta, Great Nicobar, Little Andaman, Long Island, Rangat & Car Nicobar.	Please provide Lat-Long details of submarine Cable landing locations for Chennai and all eight Islands locations.	<p><b>As per input received from BSNL, Lat-Long details of all nine Cable Landing Stations of CANI project is as follows.</b></p> <table border="1"> <thead> <tr> <th>CLS Station</th> <th>Lat</th> <th>Long</th> </tr> </thead> <tbody> <tr> <td>Chennai</td> <td>13.022150N</td> <td>80.263767E</td> </tr> <tr> <td>Port Blair</td> <td>11.666900N</td> <td>92.737300E</td> </tr> <tr> <td>Have Lock</td> <td>12.003427N</td> <td>92.960000E</td> </tr> <tr> <td>Long Island</td> <td>12.367700N</td> <td>92.921244E</td> </tr> <tr> <td>Rangat</td> <td>12.508205N</td> <td>92.920620E</td> </tr> <tr> <td>Hutbay</td> <td>10.597094N</td> <td>92.535370E</td> </tr> <tr> <td>Car Nicobar</td> <td>9.175206N</td> <td>92.816925E</td> </tr> <tr> <td>Campbell Bay</td> <td>7.014680N</td> <td>93.932000E</td> </tr> <tr> <td>Kamorta</td> <td>8.039507N</td> <td>93.541626E</td> </tr> </tbody> </table>	CLS Station	Lat	Long	Chennai	13.022150N	80.263767E	Port Blair	11.666900N	92.737300E	Have Lock	12.003427N	92.960000E	Long Island	12.367700N	92.921244E	Rangat	12.508205N	92.920620E	Hutbay	10.597094N	92.535370E	Car Nicobar	9.175206N	92.816925E	Campbell Bay	7.014680N	93.932000E	Kamorta	8.039507N	93.541626E
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Kamorta	8.039507N	93.541626E																																		

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56	V	5.7.2	34	Mobile towers with VSAT backhaul shall be initially for total sites in a bidding unit	<p>Whether VSAT equipment and satellite bandwidth at VSAT and Hub site will be provided free of cost by USOF ?. Whether USOF is going to provide aggregated Bandwidth at VSAT hub for all the sites in port blair ? If aggregated bandwidth is not available at Port Blair then all the sites shall be considered in VSAT for initial one year using BBNL BW.</p> <p>When is the Submarine cable is expected year 2020. Instead of all the 124 sites on VSATs, can the initial VSATs be considered only for those Village sites that will not be feasible anytime in the near future on Fibre/Microwave?</p> <p>Please confirm the following understanding regarding the VSATs/satellite capacity that will be provided by</p>	<p><b>As per RFP</b></p> <p><b>The submarine cable is likely to be operational by June, 2020.</b></p> <p><b>As per RFP.</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					<p>BBNL for A&amp;N Islands</p> <p>a. Satellite bandwidth will be provided for the VSAT sites by USOF/BBNL to TSPs for 1 year at no Cost.</p> <p>b. Post 1 year , the bandwidth cost will be borne by the TSPs for the quantum of bandwidth used depending on the reduced number of VSAT Sites.</p> <p>c. The cost of the remote VSAT equipment will have to be borne by the TSP.</p> <p>If we were to aggregate the Traffic of multiple village sites/towers on a single VSAT</p> <p>a. what is the maximum bandwidth that can be</p>	<p><b>a. BSNL is augmenting the satellite bandwidth available on ANI upto 4 Gbps. Out of this, 1 Gbps has been reserved for USOF schemes including mobile services. Therefore, no financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year.</b></p> <p><b>b. As per RFP.</b></p> <p><b>c. The cost of the entire VSAT connectivity will have to be borne by the successful bidder except satellite bandwidth charges for one year.</b></p> <p><b>a &amp; c. Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					<p>supported on VSAT for Uplink and downlink by the BBNL network.</p> <p>b. What will be the antenna size required for the same?</p> <p>c. Is there a Flexibility to support higher Uplink and downlink carrier rates with Higher antenna sizes if required.</p> <p>In addition to the Uplink /Downlink split for 8 Mbps per site, The concurrency ratios to be specified for arriving at the Total BW requirement.</p> <p>There may be some VSAT sites where the satellite LOS may not be clear due to Tall trees /mountains etc . Will there be an exemption /Relaxation for these sites</p>	<p><b>is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.</b></p> <p><b>b. 1.2 M</b></p> <p><b>No</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
57	V	5.7.1	34	Bharatnet backhaul should be preferred wherever available	Does BBNL/Bharatnet already have a VSAT based connectivity extended in Some of the Gram Panchayat locations in A&N Islands? If yes, List/coordinates /Capacities to be shared with JIO.	The information may be obtained directly from BBNL.
58				<b>A. Capacity Availability</b>	<p>1. HTS Satellites on which the capacities are available with USOF/BBNL- GSAT 11/GSAT 19</p> <p>a. Beam wise available capacities on GSAT 11 and GSAT 19 that will be offered to the Operators</p> <p>b. Will USOF/BBNL offer capacities on the beams currently not contracted by them with ISRO</p> <p>2. Gateway Locations of the GSAT 11 &amp; GSAT 19</p> <p>3.USOF/BBNL to provide Mapping of the Various beams to the Gateways</p> <p>4. Are the capacities being offered for the Current USOF tenders (354 Uncovered Villages and ANI) or it will be for all the</p>	<p>a. The 1 Gbps satellite bandwidth will be offered combinedly from GSAT-11 &amp; GSAT-19.</p> <p>b. No comments.</p> <p>2. Ranchi &amp; Bengaluru</p> <p>3. The mapping will be provided to the successful bidder.</p> <p>4. The 1 Gbps satellite capacity offered is for this particular tender only.</p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					<p>future USOF tenders</p> <p>5. Can these capacities be contracted by the TSPs for their rollouts even for the NON-USOF requirements?</p> <p>6. For the Future HTS satellites like GSAT 20, will the capacities be committed to TSP now.</p> <p>7. What will be Backhaul availability from the BBNL Gateway locations to the Operators POP</p> <p>8. Can RJIL extend its own fiber to these Gateway Locations from its POP locations</p>	<p><b>5. No, it shall be governed as per policy decision of DoT/DoS.</b></p> <p><b>6. It shall be governed as per policy decision of DoT/DoS.</b></p> <p><b>7. The backhaul from BSNL gateway to PoP location of successful bidder will be decided with mutual consent.</b></p> <p><b>8. Successful bidder can extend its own connectivity from its POP location with BSNL gateway location.</b></p>
59				<b>B. Timelines</b>	<p>1. Is the network already operationalized to support the sites that are part of the existing and future USOF tenders? If not, what are the timelines?</p> <p>2. The commitments for the tenders will be made based on the above timelines</p>	<p><b>1. The augmented satellite network is likely to be operational by April 2020.</b></p> <p><b>2. No comments.</b></p>
60				<b>C. Equipment Provided by BBNL- Gateways</b>	<p>1. It is assumed that USOF/BBNL is providing the bandwidth services and the gateways have enough capacities and</p>	<p><b>1, 2 &amp; 3. In this regard, the successful bidder has to liason with BSNL.</b></p>



Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					<p>redundancies in the equipment and infrastructure to provide uninterrupted services. TSPs do not have to put up/collocate their Baseband equipment at the BBNL Gateways.</p> <p>2. What equipment does the TSPs have to install at the Gateway locations to interface with the USOF/BBNL network?</p> <p>3. Is there an option where the TSPs can contract raw bandwidth and collocate their baseband equipment and operate the services? If yes, will there be enough rack space, power and other infra to support this mode of operations?</p>	
61				<p><b>D. Equipment - Remote VSATs</b></p>	<p>1. Which are the OEMs providing the remote VSAT equipment</p> <p>2. Specifications of the remote VSAT terminal equipment</p> <p>3. Bandwidth capabilities of the equipment- Uplink and</p>	<p><b>1. GSAT-11: Newtec, Belgium &amp; GSAT-19: Novelsat, Israel</b></p> <p><b>2. In this regard, the successful bidder has to liason with BSNL</b></p> <p><b>3, 4 &amp; 5. Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload,</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					downlink 4. What is the Max forward channel BW (VSAT Downlink) supported by the BBNL Network? 5. What is the Max return Channel BW (VSAT Uplink) supported by the BBNL network 6. Does USOF/BBNL provide the equipment and services or it must be bought directly form the OEM	generally it is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.  <b>6. The equipment shall be arranged by successful bidder.</b>
62				<b>E. Bandwidth and services Pricing</b>	1. Cost of the remote VSAT equipment and the services cost for the I&C 2. Who will provide the Warranty and Field services? 3. Per MBPs Cost of the bandwidth 4. Per MBPS cost is for Both Uplink and downlink bandwidth or only for simplex 5. Any minimum quantum of bandwidth that must be committed to BBNL. 6. The bandwidths	<b>1. In this regard, the successful bidder has to liason with BSNL &amp; its vendor.</b>  <b>2. No comments.</b>  <b>3 &amp; 4. No financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year.</b>  <b>5. No. However, it is left to the successful bidder to provision the same as per network requirements.</b> <b>6. In this regard, the successful bidder has to liason with BSNL.</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					<p>contracted can be the overall Bandwidth which can be used on any beam or it must be procured beam wise.</p> <p>7. If beam wise bandwidth is taken, can it be transferred to another beam if required?</p> <p>8. The satellite Bandwidth contracted is committed bandwidth or based on some contention ratio</p> <p>9. If RJIL connects to the Gateway on its fiber network, are there any charges to be paid for the Terminating equipment that will be hosted at BBNL premises?</p> <p>10. Any other charges to be borne by the operator.</p>	<p>7. <b>In this regard, the successful bidder has to liason with BSNL.</b></p> <p>8. <b>Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.</b></p> <p>9. <b>In this regard, the successful bidder has to liason with BSNL.</b></p> <p>10. <b>As per tender clauses.</b></p>
63				<b>F. Regulatory</b>	<p>1. Since the VSAT will be used as backhaul, will any royalty charges be applicable? if yes, what will be the charges.</p> <p>2. Will there be a requirement of MPVT tests</p>	<p>1. <b>No financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year.</b></p> <p>2. <b>In this regard, the successful bidder has to liason with BSNL.</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					for each of the remote VSAT antenna site or there will be a waiver? 3. Will there be a relaxation in the uplink bandwidth permitted for a given antenna size or it will be strictly as defined in the TEC_IR_SCB-08_03Oct2013	3. No comments.
64				<b>G. Network Operations and Management</b>	1. How will the FCAPS be done for the networks? 2. Will there be access given to the TSPs for its part of the network for the same	1. Not applicable 2. In this regard, the successful bidder has to liason with BSNL.
65				<b>H. Contract terms</b>	1. What will be the period of the satellite/VSAT bandwidth contract that will have to be signed up by TSPs? ( It should be at least for the contract Period for which the services are to be provided under USO.) 2. What will be the notice period required to be given for part surrender /complete surrender of excess capacities? 3. When will the payments towards the bandwidth leasing start? Will it be after	1. BSNL is augmenting the satellite bandwidth available on ANI upto 4 Gbps. Out of this, 1 Gbps has been reserved for USOF schemes including mobile services. Therefore, no financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year. After completion of one year, the successful bidder shall have to switch from VSAT to microwave or OFC connectivity. 2. One month. 3. After one year of commissioning of project.

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					the statutory approvals are in place.	
66				<b>I. USOF Tender requirements</b>	<p>1. Can the required Satellite bandwidths for the USOF tenders be directly contracted by USOF and made available to the TSPs?</p> <p>2. The tenders do not quantify the satellite bandwidth requirements clearly</p> <p>3. In some cases, its mentioned as 8 Mbps (A&amp;N tender) without the breakup of Uplink/Downlink</p> <p>4. The population varies from town to town, should the same bandwidth requirements be considered</p> <p>5. The concurrency levels are not specified. This will help optimize the Bandwidth requirements and the Opex</p>	<p><b>1. BSNL is augmenting the satellite bandwidth available on ANI upto 4 Gbps. Out of this, 1 Gbps has been reserved for USOF schemes including mobile services.</b></p> <p><b>2. Details already available in the tender document.</b></p> <p><b>3. Since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65 : 35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements.</b></p> <p><b>4. Minimum backhaul is defined in the tender. Upscaling needs to be decided by successful bidder.</b></p> <p><b>5. In this regard, the successful bidder has to liason with BSNL.</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
67	III	3.2.3	14	Carrying out survey to identify the exact location of sites for installation of tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in tender document.	Whether the USOF will provide any support for conducting survey , especially in government land and building.	<b>Details already available in the tender document. ANI Administration shall support in providing government land for tower.</b>
68	III	3.2.3	14	Acquisition of site in the villages and along National Highways in ANI as specified in the Tender Document	1.Whether any support from Government / authorities will be provided for site acquisition? 2.Whether Government Land and Building will be provided for installation of Towers at FOC or reduced rate. 3. Whether the RoW charges for laying OFC and NOC / permission fee for erection of towers be waived off.	<b>1. It is the responsibility of the successful bidder. However, USOF will coordinate for such issues, if required, and facilitate for resolving the issues expeditiously with the help of ANI Administration.</b>  <b>2&amp;3. The matter needs to be taken of with ANI Administration directly by successful bidder.</b>
69	III	3.2.3	14	Provision of Electrical/Grid connection (where Grid-power available), Battery, and DG of specified capacity	1. Whether any support will be provided by the state government / authorities for getting electric connection in a speedier manner.	<b>1. It is the responsibility of the successful bidder. However, USOF will coordinate for such issues, if required, and facilitate for resolving the issues expeditiously with the help of ANI Administration.</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					2. Can the electricity be provided at a concessional rates .	<b>2. The matter needs to be taken of with ANI Administration directly by successful bidder.</b>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
70	III	3.30.1	24	<p>The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Alternatively, a certificate towards the fulfilment of the above requirement submitted</p>	<p>In case of public limited companies , can the applicability of this clause be limited to Key employees of the bidders who are directly involved in the tender process.</p>	<p>As per RFP.</p>



Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
				by the Company Secretary of the company on behalf of Chairman or Managing director of the company/ Authorised signatory who is authorised for submission of bid is also acceptable.		

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
71	IV	4.7	28	<p>The Administrator reserves the right to modify at any time the terms and conditions of the Agreement signed with the USP, if in the opinion of the Administrator it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the service. The decision of the Administrator shall be final in this regard.</p>	<p>1. We are fine with the Administrator's right to modify the Agreement in Public interest. However if such modification results may have financial implication on the USPs, then parties shall mutually agree on a revised price.  2. We request to delete the words " for the proper conduct of the Services", since it is ambiguous . As the services as primarily governed by the terms and conditions of unified license , which is expected to protect the interest of all stakeholders</p>	<p><b>As per RFP.</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
72	IV	4.9.1	28	<p>The Administrator may, without prejudice to any other remedy available for the breach of any conditions of Agreement, by a written notice of 90 calendar days issued to the USP at its registered office, terminate the Agreement under any of the following circumstances:</p> <p>(i) Failure to perform any obligation(s) under the Agreement;</p> <p>(ii) ...</p>	<p>In clause 4.9.1 (i), it is requested to modify the clause as below:  “(i) Failure to perform any material obligation(s) under the Agreement, within the notice period or any extended period”.</p>	<p><b>As per RFP.</b></p>
73	IV	4.11	29	<p><b>Indemnity</b>  The USP shall indemnify the Administrator in respect of any damages, claims, loss or action against Administrator for acts of commission or omission on the part of the USP, its agents or servants.</p>	<p>The indemnity obligation is very broad. it is requested to modify the clause to restrict the indemnity events to the following:  i) Any damage to tangible property caused by the negligent act or omission of the USP;  ii) Death or injury caused by negligent act or omission of the USP;  iii) Any material breach of</p>	<p><b>As per RFP.</b></p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
					any applicable law by the USP.	

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
74	IV	4.12	29	<p>In the event of dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall</p>	<p>We request for a mutually agreed sole arbitrator.</p>	<p>As per RFP.</p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
				<p>be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties." The cost of the arbitration shall be shared equally by the parties to the agreement. However, expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself.</p>		

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
75	IV	4.14.1	29	Set Off: In the event any sum of money or claim becomes recoverable from or payable by the USP to the Administrator either against the Agreement or otherwise in any manner, such money or claim can be (without restricting any right of set off for counter claim given or implied by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the USP under this Agreement or any other Agreement or Contract between the Administrator and the USP.	It is requested to modify this clause to: i) make it applicable only for any undisputed amounts and not otherwise ii) Set Off should only be restricted to this Agreement; iii) Notice of set off should be provided 15 days prior to set off and not after exercising set off.	As per RFP.

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
76	VII	7.3.4	42	Without prejudice to its rights of any other remedy, Administrator may encash bank guarantee and forfeit the amount upon any failure of performance of the terms & conditions of the Agreement by the USP.	It is requested to modify this clause so as the right to encash PBG is be the sole and exclusive remedy of the Customer.	As per RFP.



Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
77	VII	7.4	42	<p>7.4.1. The Administrator or its authorised representative shall have the right to call for and the USP shall be obliged to maintain, supply and provide for examination the relevant books of accounts, financial records and provide access to its systems and any other records that it maintains in respect of the business carried on to provide the service(s) under this Agreement at any time.</p> <p>7.4.2. The USP shall invariably preserve all accounting and financial records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited &amp; approved accounts of the company or until the finalization of accounts,</p>	<p>It is requested to delete this clause or restrict the applicability and scope to the extent of documents relevant to the subsidy received under this Agreement</p>	<p>As per RFP.</p>

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
				whichever is later. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for termination of the Agreement		

Sr. No	Section No.	Clause No.	Page No.	Brief Description of the Clause	RJIL Input/Query	Clarification to the query
78	VII	7.5.1	42	<p>Non Performance Penalty: In case, USP fails to commission &amp; provide 4G based mobile services from a site(s), within six months of the expiry of the roll-out period (as stated in Clause 6.5), action as per Clause 6.6 shall be taken. In addition, non-performance-penalty @ 5% of the Representative Rate per site, as specified in the tender document, shall be payable, in respect of sites not commissioned, as penalty by the USP and the site(s) would be deleted/struck-off from the Agreement. Administrator reserves the right to take necessary action, as deemed fit for provisioning of 4G based mobile services from such sites.</p>	<p>Request Customer to delete this clause, as under clause 6.6 the customer is already entitled to LDs for any delay from the USP. We suggest to avoid multiple LDs and cap the LD subject to a maximum of 10 % of the Representation Rate per site receivable under this agreement during the respective period in which the delay has occurred</p>	<p>As per RFP.</p>