



GOVT. OF INDIA/भारत सरकार
Ministry of Communications/संचार मंत्रालय
Department of Telecommunications/ दूरसंचार विभाग
Universal Service Obligation Fund/ सार्वभौमिक सेवा बाध्यता निधि
Sanchar Bhawan, New Delhi – 110001

www.usof.gov.in

To,

All Prospective bidders

(Through USOF website & CPP Portal)

File No.: DDG(Spl .Projects)/USOF/2018-19-RFP(Uncov. Vill.) Dated: 04/12/2019

Subject: Addendum-1 regarding Pre bid Clarifications in respect of Tender No. DDG (Spl. Projects)/USOF/Uncovered/2018-19 issued on 17/10/2019 for "Provision of Mobile Services in 354 Uncovered Villages as part of uncovered villages Project".

Kindly find enclosed herewith replies/ clarifications to pre- bid queries, raised by some of the prospective bidders as per enclosure, issued to the subject tender along with Amendments. These Replies & Amendments as given in enclosure is also uploaded on Central Public Procurement Portal (CPPP) as an Addendum for acceptance by bidder during submission of bid.

The above shall form an integral part of the Tender document. All other terms and conditions of the Tender shall remain unchanged.

Please acknowledge the receipt.

Encl.:

1. Addendum-1 (Replies / Clarifications).
2. Amendments No. 1 & 2.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
1	Clause 1.8.3 (Page 7)	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 which 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.	<p>Query:</p> <p>) 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>	As per Tender.
2	Clause 3.2.5 (Page 15)	(iii) USP may share infrastructure with other Licensed Services Providers with compliance of the guideline /instructions issued by DoT, However, there shall be no extra financial support from USOF.	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.	As per tender.
3	Clause 4.2.2 (Page 27)	The infrastructure/ assets so created under this project shall be owned by the respective USPs.	Thus, for further clarity, we have suggested some modification in the said clause and we request USOF to amend the same accordingly.	As per Tender.
4	Clause 3.2.2 Page 14	Technology should be decided by the prospective telecom service providers meeting the minimum requirements of the network as per the telecom policy i.e. NDCP-2018 and the TRAI parameters of minimum QOS requirements. Minimum QOS are provided in the tender while it would be incumbent on TSPs to upgrade according to minimum service requirements in the coverage area of BTS for voice/data speed as per NDCP policy & TRAI QOS service requirement as per TRAI Guidelines. The data rate should be minimum 2 MBPS as per TRAI guidelines as per defined contention ratio.	<p>Query:</p> <p>In wireless networks, data rate depends on various factors such as number of concurrent users, access spectrum (carriers) availability at site, backhaul availability, local conditions etc.</p> <p>Due to such factors, download speed on the network can vary depending on the prevailing conditions at that time and place. Hence data rate may fluctuate more than or less than 2Mbps at any given time and place.</p> <p>It is thus inappropriate to specify minimum data rate as 2Mbps. Clarity should be provided on how download speed will be measured for the purpose the tender requirements.</p>	The mention of NDCP-2018 is in the context of choosing the technology for meeting the basic aspirations of NDCP-2018 and not in terms of meeting specific download speed requirements. The QoS parameters are to be met as per TRAI standards issued time to time for various technologies. The requirement in the tender is to provide voice & data services meeting TRAI QoS parameters and the same will be tested as per standard TSTPs issued from DoT for various technologies. The data rate in mobile will depend on number of

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			<p>It needs to be clarified whether the requirements listed in NDCP-2018 will be enforced in this tender. NDCP-2018 itself contains a number of statements such as providing broadband connectivity at 50 Mbps to every citizen, enable 100 Mbps broadband on demand to all key development institutions etc.</p> <p>If NDCP-2018 requirements are enforced in this tender, then these requirements must be specifically listed in the RFP to enable the bidders to evaluate their bids.</p> <p>In view of the above, we request USOF to kindly clarify on the abovementioned.</p>	<p>concurrent users in a shared environment is agreed however, 2 Mbps speed requirement is to ensure downloads of this level at the testing stage.</p>
5	Clause 3.2.2 Page 14	<p>3.2.2 Project back ground:</p> <p>(i) Provision of Mobile Services to be made available in the entire geographical range of village area.</p>	<p>Query:</p> <p>As per our understanding, village boundaries are not available in any of the public databases including census data nor has provided in the RFP. The RFP also does not bring out the definition of geographical range of village area and how is this to be arrived.</p> <p>Since, this is an important input for planning perspective, a clarification at the RFP stage itself is required if this input will be made available to USP by USOF.</p> <p>Alternatively, in case, this is not made available, then USOF may suggest methodology to be adopted for defining the geography or range to be covered for provided village list. Request USOF to please provide clarity on the same.</p>	<p>It may be ensured that all the inhabitants in the given village area should get the mobile coverage.</p> <p>Further, during PoC in each bidding unit, the issue regarding geographical boundary will be settled in terms of habitants and QoS parameters as per TSTP issued by DoT/ TERM cell in case geographical maps are not available.</p>
6	<p>Clause 3.2.5 Page 15</p> <p>Clause 3.2.2 Page 15</p>	<p>In line with the provisions related to Green Telecom in NTP-12 policy, the Scheme is designed to use Solar Panel.</p> <p>iii) Combination of Battery, DG, EB and Solar Energy sources are to be used for the power requirement of each site with 72 hrs power backup.</p>	<p>Query:</p> <p>As per our understanding, any power combination can be used (inclusive of EB supply wherever available) and use of solar is optional (not mandatory). The choice of combination to make the power source at the site should be left to the USP so that an optimum design to ensure that required QoS parameters are maintained. Request USOF to please clarify the same.</p>	<p>Combination of Battery, DG, EB and Solar Energy are to be used to maintain uptime as per TRAI QoS guidelines with minimum 72-Hour backup.</p>

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
	Clause 3.2.6(b) Page-16 Clause 4.2.1 Page-27 Clause 5.5.1 Page-33	Provision of Electrical connection (where Grid-power available), Battery power back up etc., ROW permission, land acquisition, and any other formalities will be the responsibility of the bidder only. (iii) Supply, install, test and commission for providing power backup. The power backup of suitable capacity shall be provided to cater to the backup requirements of each site by the bidder. Panel diagram for each site are to be made available at the time of Acceptance Testing.	The requirement of minimum battery backup should not be prescribed in the tender conditions as the USP is anyways required to maintain prescribed QoS. Many of the areas in the scope of the tender have adequate power supply for operating the sites. In such a scenario, USP should be allowed to decide the power backup to commensurate with the required QoS.	
7	Clause 3.2.6(c) Page-16	Electrical connection given in any form or combination must be capable of ensuring the desirable site up-time of 98% (14.4 hours of allowed downtime in a month) and the battery back-up should be sufficient for 72 hours.	Uptime of 98%: 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, which defines site up-time at LSA level and not on a per site basis, were revised recently after an exhaustive consultation and analysis of various factors. Hence, USOF may review this and ideally adopt TRAI norms.	Please refer to clarification at S. No. 6.
8	Clause 3.2.6 (Page 16)	Carrying out survey to identify the exact sites for installation of ground-based towers/BTS, and decide the exact number of towers to be installed at each village.	Query RFP has only provided a list of uncovered villages and USPs are required to provide the number of towers to be installed to provide coverage. The exact number of sites to be deployed will be determined on the basis of survey which will be carried out post of the signing agreement.	Subsidy shall be granted as per number of villages covered under the project.

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			<p>However, USP Bids will be on the basis on an estimate of towers likely to be required for village coverage. There is a likelihood of the number of sites estimated at the time bid submission to vary from the actual number of sites arrived at post the completion of survey due to uneven terrain and transmission requirements.</p> <p>USOF may clarify if subsidy would be granted basis the actual number of towers to be deployed post actual survey, in case the final surveyed number would exceed the quantum of tower mentioned in the bid.</p>	
9	3.6.1 (Page 18)	The Administrator will have the right to increase or decrease up to 10% of villages as specified in the Annexure-I in a bidding unit.	<p>Query USOF is requested to clarify if consideration would be given for dropped covered villages. Additionally, in case of bidding unit 7, number of villages is just 4 and 10% increase would mean one additional village (i.e. Fractional number will be rounded-up to the next higher digit).</p>	The dropped villages would be considered for total percentage increase or decrease. Further, increase is allowed up to 25% of the number of villages in a bidding unit. Decrease in the number of villages may be more than 10% in case of villages being already covered as per tender.
10	Clause 3.26.1 Page 25	3.26 Near-Relationship Certificate	<p>Query: RFP does not contain the format for the Certification. It is recommended that USOF suggest the language/format to be followed for the near-relationship certificate.</p>	<p>Following language/ format may be used for the Near-Relationship Certificate, to be submitted by the bidder, as mentioned in clause 3.26: "I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/ are employed in DOT / USOF unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Administrator, USOF shall have the absolute right to take any action as deemed fit/without any prior intimation to me."</p>

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
11	Clause 4,2.1 Page 27	(vi) Only new equipment and material shall be provided under the Scheme.	Query: The undertaking, if required, for this should be taken only once from USP instead of taking it for every site.	As per tender.
12	Clause 4.2.1 Page 27	Provide, operate & maintain the mobile services from all the sites in the specified tower locations in the Bidding Unit.	Query 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.	Tower location should be provided in each village.
13	Clause 4.3.2 Page 28	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 or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.	Query: Specifications which are to be complied with are not defined in the RFP. Additionally, clause 4.3.3 meets the requirement as envisaged in 4.3.2. USOF may want to delete Clause 4.3.2 and provide necessary clarity/specifications.	Clause 4.3.2 is deleted.
14	4.13 (Page 30)	FORCE- MAJEURE	Query 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 RFP. Since, these will out of control of USP, USOF may include events such as Satellite failure as a Force Majeure condition.	As per tender.
15	5.3.2 (Page 32)	Fire alarm system is to be provided for individual components.	Query Fire alarms should be defined only for a site not on the individual components. USOF may please provide clarity accordingly.	The clause is modified as below: <i>“Fire alarm system is to be provided for each site”.</i>
16	5.2.5 (Page 32)	SACFA clearance shall be the responsibility of bidder	Query: SACFA is a mandatory license condition requirement which is to be complied by a TSP as per its licensing conditions and monitored by the Licensor. Hence, such clauses which are a part of TSPs' Licensing obligations/applicable regulations should be delinked from tender conditions.	SACFA clearance shall be the responsibility of bidder. Further, the conditions which are part of License conditions may be indicated in the tender response.

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17	5.2.3 (Page 32)	The USPs are advised to verify non-availability of the 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.	<p>Query</p> <p>) The RFP has only provided a list of uncovered villages. USP is required to conduct a survey to verify the non-availability of coverage. For planning purposes USOF is requested to provide the indicative Lat/Long coordinates for the villages.</p> <p>) USP will not have any control on day to day optimizations or 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 contract. USOF to please clarify this in the RFP.</p> <p>) 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, USP should be provided subsidy to install additional tower to cover partially covered village. USOF may kindly clarify in the RFP.</p>	The coverage by any USP is to be considered for the uncovered village at the time of survey to be approved by USOF as per the relevant clause (3.5.7).
18	Clause 5.5.4 Page 33	Logbooks on site maintenance are to be maintained.	<p>Query</p> <p>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>	Agreed. The NOC report shall be made available to USOF as and when required.

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19	Clause 5.4.4 Page 33	The bidder will keep a record of rural connections provided from the BTS installed under the scheme and the telecom traffic generated & registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/ or TRAI as and when and in whatever form desired.	Query There is generally no differentiation made at site between a rural 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.	The bidder will keep a record of peak latched customers to the BTS installed under the scheme and the telecom traffic generated & registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/ or TRAI as and when and in whatever form desired.
20	Clause 5.4.1 (Page 33)	The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied. The signal strength has to be better than -85 dBm (for indoor coverage the signal strength at street level shall be \geq -75 dBm and in vehicle shall be \geq -85 dBm) for voice and for data as per TRAI QOS standards.	Query: For determining coverage during roll out obligation testing, TSTP issued by DOT is followed. In the TSTP, different values of signal strength are used for different technologies. Whereas as per tender conditions, common values of signal strength have been prescribed for all technologies as this is technology neutral tender. Please clarify if laid down TSTP procedure for roll out obligation shall not be applicable here.	Please refer to clarification at S. No. 4. The signal strength will also be as specified in the TSTP issued by DoT for various technologies.
21	Clause 5.5.2 (Page 33)	Factory Test Certificates are to be provided for items like BTS and accessories, Transmission equipment, power equipment and infrastructure provided.	Query 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 requirements.	As per tender.
22	Section 5.7	Proof of Concept and Physical Verification	Query) RFP at one-point states Proof of Concept testing would be one per Bidding Unit, whereas in another clause the same is stated as one per State/LSA. Moreover, BTSs to be installed are standard regular installations and will use same standardized technology. Therefore, one site per	As per Tender. It is further clarified that Proof of Concept is to be carried out one per bidding unit only. The test procedure will be as per TSTP issued by DoT and terms & conditions of the tender for the various technologies.

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			<p>bidder may be considered for the fulfillment of POC testing. USOF may please clarify the same.</p> <p>) RFP also does not contain a test procedure for PoC testing. To avoid ambiguity at the implementation stage, a test procedure for Proof of Concept may kindly be provided.</p> <p>) On the similar lines as above, Verification schedule may also kindly be provided. 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>	
23	5.7.2 (Page 34)	5.7.2 Physical verification for all sites under the scheme shall be conducted by a Designated Monitoring Agency authorized by the Administrator, USOF as per the verification scheduled to be prescribed later by USOF. This is over & above the verification through TPA.	<p>Query</p> <p>) Since physical verification of each site is exhaustive and time consuming, USOF can consider verification on sample sites instead of all sites. This has been the norm adopted by the DoT in case of minimum roll out testing as well. Here too, self-test certificates are submitted for all sites</p> <p>) RFP has proposed appointment of a TPA for the propose. This would add to the cost and a lot of operational complexities. By adopting testing on sample basis, the need for a TPA to carry out such testing could be avoided. USOF may clarify in the matter.</p>	Please refer to clarification at S. No. 22.

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24	5.7.1 and 5.7.3 (Page 34)	<p>5.7.1 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. Release of subsidy payments will start only after the Proof of Concept is approved.</p> <p>5.7.3 The tender will be awarded to the USPs by Bidding Unit wise, whereas the USP shall conduct the POC for State wise (for the LSA having 2 States, in that case two towers are to be offered for POC i.e. one tower in each state).</p>	<p>Query Operators already have their well-established networks are running on standardized latest technologies. Should it not suffice that USPs offer one site for POC in the assigned bidding unit and in case USP is installing sites in multiple bidding units then offer only one site for POC across all the bidding units.</p>	Please refer to clarification at S. No. 22.
25	Clause 6.2.3 (Page 35) Clause 3.2.6 (iii) (Page 16)	<p>Online access to Network Operations Centre (NOC)/ Network Management System (NMS) shall be provided to USOF representatives authorised by the Administrator. Web based access to NOC/ NMS is desirable. USP shall also provide the mobile App for monitoring the services and to get the feedback of the services if required during the period of contract.</p> <p>iii) Network Operation Centre (NOC)</p> <p>USP shall provide access to the TSP NOC to USOF for online monitoring of the Network for monitoring purpose, if required. Monthly/weekly reports should be made available online and USP shall also provide the mobile App for monitoring the services and to get the feedback of the services if required during the period of contract.</p>	<p>Query In the RFP the smallest bidding unit i.e. Bidding Unit 7 contains only 4 villages, followed by Bidding Unit 1 with 9 villages. In such a scenario, if a USP is offered one of these bidding unit, requirement stated in the Clause is impractical and will add to the costs. Moreover, the overall number of villages in this RFP is just 394, the requirement of NOC integration and development of mobile app be removed as this would increase the costs for creation of set-up for small number of sites. The network performance can be monitored by USOF through offline reports.</p>	As per tender.

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26	Clause 6.5.1 Page 35	The successful bidder (USP) shall complete the field survey of all the sites in the bidding unit in three months & also complete the POC work of one site from the date of signing of the agreement, to finalize location and type of infrastructure at each site. The successful bidder (USP) shall commission & provide mobile services from all the infrastructure sites in a Bidding Unit within a period of 9 months (3 month for site survey & completion of POC, 6 months implementation) from the date of signing of the Agreement.	<p>Request: Timeline provided in the RFP is too optimistic seeing the ground reality. Bulk of the proposed sites are in J&K, Uttarakhand and villages are in remote far flung areas in hilly terrain. During October – May months these villages would become inaccessible due heavy snow fall. During Monsoon as well, these regions receive heavy rain. Given this scenario USOF should consider at least 12 months implementation period post the completion of survey and PoC for which a period of 12 months could be assigned.</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 & notified to the USOF</p> <p>While it is fully understood, the Bidder has a major responsibility for the timely execution, role and responsibility of the USOF cannot be over emphasized. It would be reasonable to assume that all necessary permissions from the USOF side can be expected within defined turn around time and any deviation will be reasonably accounted for while estimating the overall project timeline for execution.</p>	As per tender.

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27	Clause 6.8 Page 36	6.8 Outage Penalty 6.8.1 Service level penalty will be applicable as per TRAI QoS norms. 6.8.2 The said penalty shall not be applicable in Force Majeure conditions.	Query: We understand that the penalty mentioned in Clause 6.8 is the one which is applicable on the network level, to be estimated on LSA basis and is to be paid to TRAI in case of breach of QoS benchmarks set by TRAI in normal course. Sites installed part of this RFP shall get included along with other installations in the LSA for quality measurement and outage penalty estimation. USOF may clarify the same.	Agreed.
28	Clause 7.1.3 and 7.1.4 Page 37	First part shall be due and payable, @ 49% of RR, as an FLS at the time of successful commissioning of BTS and provision of mobile services from the identified site. Second part of the remaining subsidy (50%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of BTS i.e. commencement of mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier. 7.1.4 Further, Equated Quarterly Instalment shall be released after verification by a Third-Party Audit (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.	Request: 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 on the contrary should consider a higher proportion say 60% towards FLS and the balance paid in 20 equated installments every quarter. Additionally, for the same reason mentioned above, Authority should consider payment of FLS as soon as a site is installed & commissioned and should not be linked to POC testing. EQS on the other hand could be as per proposal in the RFP Further, it should be clarified in the tender clause 7.2.1 that while USPs shall maintain documentation containing all artifacts but will only be required to submit Self Certification as per pro-forma given in Annexure 10. As stated in Clause 5.7.2, since the proposal is to do away with TPA, there should not be any disbursement of subsidy through TPA.	As per tender.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
29	7.1.5 (Page 37)	The FLS & EQS components of the subsidy shall be payable at the end of the quarter, in which it becomes due. Thus the USP shall be eligible to claim FLS only at the end of the quarter in which the mobile services are commissioned/ launched from the infrastructure site set up. Similarly, the EQS claim for a quarter can be made by the USP only at the end of that quarter.	Request: 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. Request USOF to consider the same.	As per tender.
30	Clause 7.3.1 (Page 38)	Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, if there is interruption in services for more than 43.2 Hrs (cumulatively) 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.	Request: USOF may clarify as to why such stringent norm of 98% (that too on a per site basis) uptime has been specified; even TRAI norms do not prescribe such stringent requirement. The percentile-based system of QoS measurement is much more stringent as it takes care of downtime of all the sites instead of averaging. TRAI defined Quality Norms which has only recently been amended, defines uptime on an LSA level and exempts 2% of the worst performing sites should be considered as a Norm for the installed sites part of this RFP. Quality reports are submitted every quarter at LSA level to TRAI who also arrange audit of quality submissions. USOF should consider an interruption allowance of up to 7 days (cumulative) in a quarter, for purpose of deduction of subsidy (EQS), which was defined in the very recent USOF Tender under execution be adopted.	As per tender.
31	Clause 8.5 (Page 42)	The bidders must quote an amount less than or equal to the amount specified for the “Average Benchmark Subsidy Per Site” for a bidding unit. Quotes higher than the Benchmark value in the bidding unit shall not	Request:) There is no certainty around the revenue which can be earned by the service provider from these sites as these are located in very remote villages. On the other hand, costs for providing the services will be	As per tender.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
	Clause 10.3 (Page 44)	<p>be treated as a valid bid and shall be summarily rejected. If there are N number of pre-qualified bidders are eligible for financial bidding, the bidder quoted lowest cost in the financial bidding is selected as a L-1 bidder in the bidding unit.</p> <p>BENCHMARK is the rate that shall form the upper ceiling for submission of bids and is the estimated rate of Net Cost support 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>high due to unavailability of backhaul and the requirement of providing electricity backup (as per the tender it is 72 hours, which considerably higher than what is normally deployed by the Industry)</p> <p>) In view of the above, if bidders are allowed to quote/bid an amount higher than the benchmark for a bidding unit then it will help in increasing the participation in the tender, which is in the larger public interest. The same was allowed in the tender for N.E. Region also and USOF may please consider the same for this tender also.</p> <p>) The other relevant clauses may also kindly be modified accordingly.</p>	
32	Clause 9.2 (Page 43)	The Sole Bidder should comply with Preferential Market Access (PMA) guidelines notified by DoT and all its clarifications/ amendments applicable on this Tender.	<p>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. 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>	As per tender, as applicable.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
33	10.3 (Page 44) 10.13 (Page 44)	<p>BENCHMARK is the rate that shall form the upper ceiling for submission of bids and is the estimated rate of Net Cost support 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>J Many of the villages listed as a part of the tender are located in the remote areas. Backhaul will be a biggest constraint to reach out to these villages. Hence, Satellite Backhaul (VSAT) will be required to connect these villages (approximately 70%).</p> <p>J In view of the above, charges for VSAT bandwidth, at actual cost, should be provided by USOF for all the sites which use Satellite bandwidth in any of the segments or links i.e. either middle-mile or directly towards the last mile node.</p> <p>J For this USOF can directly acquire satellite bandwidth from ISRO for the project and provide it to successful bidder. Further, no charges (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. Request USOF to consider the same.</p>	As per tender.
34	ANNEXURE -6 Page 51	PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE	<p>J 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.</p> <p>J The Banks are insistent on the addition of the NWC Clause (Not Withstanding Clause) in the end of the BG which is as follows: “Notwithstanding anything contained herein above, i. Our Liability under this bank guarantee shall not exceed ii. This Bank Guarantee shall be valid up to(Date of Expiry).</p>	Amended Annexure-6 of RFP (EMD BG format) is attached as Amendment No.-1.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
			<p>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)</p> <p>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. “) As per the EMD BG format, the BG is to be signed and sealed with the common seal of the Bank. The Banks are not agreeing for the use of Bank seal / common seal. We request USOF to incorporate the changes in BG format accordingly.</p>	
35	ANNEXURE -10: Page 65, 66	<p>ANNEXURE-10</p> <p>Tower Site:</p> <p>1.Tower ID 2.Latitude 3. Longitude 4.Name of the Village 5.Name of the Block 6.Name of the District 7.Name of the State 8.Height of the tower 9. Date of Commissioning 10. TEC GRS (Number and Title) to which Tower complied</p>	<p>Query USOF may clarify if an approval from an organization like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness could be submitted in place requirement to quote TEC GRS (Number and Title) to which tower is compliant. This was the requirement stated in the currently on-going USOF Project in NESA.</p>	<p>Point No. 10 under heading “Tower Site” of Annexure-10 may be read as:</p> <p>10. TEC GRs (Number and Title) to which Tower complied</p> <p>Or</p> <p>reference number of (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, wind speed etc. Necessary certification from an agency like Structural Engineering Research Centre (SERC)/ TEC/ IITs shall be enclosed by USP.</p>

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
36	(Page 71)	ANNEXURE -10 PROFORMA FOR SELF CERTIFICATION BY UNIVERSAL SERVICE PROVIDER	<p>Query</p> <p>) The objective of the tender is to fulfill the requirements pertaining to provisioning of services, and Quality of Service as per TRAI Norms, which can be assessed by documents such as Drive Test Report etc. which will be submitted by USP.</p> <p>) 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.</p> <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>	As per tender.
37	(Page 94)	Appendix 1. SITE LOCATION AND DETAILS	<p>Query:</p> <p>) Lat/long of all the villages is required for the purpose of developing the business plan and for network planning before the bidding. USOF may provide this information.</p>	As per tender.
38	Add. Comment	Additional Comment	Both the parties (USP and USOF) should adhere to the timelines for their respective roles and responsibilities as part of the agreement.	As per tender.
39	Clause 5.4.1 to 5.4.3 (Page# 32-33)	5.4.1 The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied. The signal strength has to be better than -85 dBm (for indoor coverage the signal strength at street level shall be \geq -75 dBm and in vehicle	<p>Currently TRAI is considering signal strength of -110dBm as the threshold in its ongoing network benchmarking exercises in independent Drive Tests.</p> <p>DoT has in its Test Schedule dated 17.07.2015 for minimum Roll out obligations has prescribed for LTE network, “90% of the signal strength should be better</p>	Please refer to the clarification at S. No. 4 & 20.

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S.N.	Clause No./ Page No.	Clause Description	Query	Clarification to the Query
		<p>shall be ≥ -85 dBm) for voice and for data as per TRAI QoS standards.</p> <p>5.4.2 The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.</p> <p>5.4.3 The Administrator or TRAI may carry out performance tests either directly themselves or through Designated Monitoring Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. The bidder shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.</p>	<p>than ≥ -124 dBm for LTE”. The abstract of the same from DoT test schedule document (refer section 6.2, page no. 9 of the attached document) is provided below for reference along with the document as attachment:</p> <p>“6.2 For Signal Level: Success criterion for signal level measurement (RSRP): percentage of the number of sample RSRP ≥ -124 dBm out of total number of samples taken for RSRP shall be equal to or better than 90%”.</p> <p>In view of above, the requirement in tender document in Clause 5.4.1 for signal strength must be better than -85 dBm is not justified. Further, over-prescription of signal levels will lead to wastage of resources and increase in cost.</p> <p>In any case since Tender is technology neutral and bidders are required to comply with TRAI QoS standards as well as coverage requirement of tender, therefore, please intimate whether complying separately with requirement of signal strength to be better than -85 dBm is required or not.</p>	

Amendment No.-1

[Revised Format of BG for EMD (Annexure-6)]

ANNEXURE-6: PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

(To be issued on non-judicial stamp paper of appropriate value)

To

The President of India

Acting Through Administrator, USOF

Whereas _____ (hereinafter called the "Bidder") has submitted their Bid in response to Tender no. _____ dated _____ for "**Provision of Mobile Services in 354 Uncovered Villages as part of uncovered villages Project**" (hereinafter called the "tender").

KNOW ALL MEN by these presents that WE, _____ (hereinafter called the "Bank") having our registered office at _____ are bound unto the President of India acting through Administrator, Universal Service Obligation Fund (hereinafter called the "Administrator") in the sum of Rs. _____ for which payment will and truly to be made to the said Administrator. The Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender or extension thereof.
- (2) If the Bidder having been notified of the acceptance of his tender by the Administrator during the period of its validity-
 - a) fails to furnish the Performance Bank Guarantee for the due performance of the Agreement.
 - b) fails or refuses to execute the Agreement within the specified period.

We undertake to pay without any demur the Administrator up to the above amount upon receipt of its first written demand, without the Administrator having to substantiate its demand, provided that in its demand the Administrator will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity of 180 calendar days and is further extendable at the request of the Administrator for another period of 180 days.

“Notwithstanding anything contained herein above,

- i. Our Liability under this bank guarantee shall not exceed to Rs. (Rupees only)
- ii. This Bank Guarantee shall be valid up to(Date of Expiry).
- 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)
- 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.

Signed and Delivered by _____ Bank by the hand of _____ its _____ and authorised office.

Authorised Signatory _____ Bank

Place-----

Rubber Stamp of the Bank:

Date-----

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Employee Code:

Complete Postal address of Bank:

Telephone Numbers -----

Fax numbers.....

E-mail ID -----

Amendment No.-2

2.1 Amendment in Clause#3.6 (Right to Vary Number of Infrastructure Sites and type of BTS):

Clause # 3.6.1 at page no. 18 of RFP:

The Administrator will have the right to increase or decrease up to 10% of villages as specified in the Annexure-I in a bidding unit.

Stands modified as:

The Administrator will have the right to increase or decrease number of villages as specified in the Annexure-I in a bidding unit.

The dropped villages would be considered for total percentage increase or decrease. Further, increase is allowed up to 25% of the number of villages in a bidding unit. Decrease in the number of villages may be more than 10% in case of villages being already covered as per tender.

2.2 Amendment in Clause#5.3 (Fire Alarm & Fire Extinguishers):

Clause # 5.3.2 at page no. 32 of RFP:

5.3.2 Fire alarm system is to be provided for individual components.

Stands modified as:

5.3.2 Fire alarm system is to be provided for each site.