



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

www.usof.gov.in

To,

All Prospective bidders

(Through USOF website & CPP Portal)

File No.: 30-164/2018-USOF-LWE-II-Implementation

Dated: 20/08/2020

Subject: Addendum-1 & 2 regarding Pre bid Clarifications in respect of Tender No. USOF/TENDER/LWE-II/30-164/2018 issued on 04.11.2019 for “provision of 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas”.

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. Addendum-2.
3. Amendment No. 1.

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Addendum No.-1: Clarifications/ Response to the pre-bid queried received against the Tender No. USOF/TENDER/LWE-II/30-164/2018 issued on 04/11/2019 for “provision of 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas”.

Sl. No.	Clause no.	Description	Query	Clarification
1.	1.8	Preferential Market Access (PMA)	<p>Clause 1.8 states “Preferential Market Access (PMA)”. As DPIIT has come out with a notification on “Public Procurement (Preference to Make in India) Order 2017” dated 15th June 2017 and amended in May 2018.</p> <p>Submission 1a: The term “Preferential Market Access (PMA) may be changed to read as Public Procurement (Preference to Make in India) Order 2017.</p> <p>Subsequently DoT has come up with the notification “Public Procurement (Preference to Make in India) order 2017- notification of Telecom Products, Services or Works” dated 29th August 2018, which clearly defines 36 telecom products for which compliance should be ensured.</p> <p>Clause no 9 of DoT notifications clearly defines that compliance to respective GRs for each equipment is mandatory.</p> <p>Submission 1b: It is submitted that tender must include the reference of respective GR for each of the equipment required to be deployed to provide 2G and 4G services under the tender.</p> <p>Clause 1.8.1 of the Tender document states “Public Procurement (Preference to Make in India) order 2017- notification of Telecom Products, services or Work–shall be applicable for this tender. However, the tender document does not provide details of equipment to be procured and BOQ for the same.</p> <p>Submission 1c: It is requested detail BOQ may be included in the tender, against which bidders can offer their products.</p>	<p>Preferential Market Access (PMA) may be read as “Public Procurement (preference to Make in India)- Order 2017” vide DoT order No. 18-10/2017-IP dated 29.08.2018.</p> <p>Other notifications dated 15.06.2017 & 28.05.2018 are already referred in the Policy dated 29.08.2018.</p>
2.	1.10	Eligibility Criteria	<p>The Eligibility Criteria states only Licensed Access Service Providers (CMTS/UASL/UL) are eligible to bid. We request that infrastructure Providers (IP-1) should also be allowed to participate. This will only enhance the competitive bidding process and will broaden the competition and provide fair chance for participation for the domestic equipment vendors.</p> <p>Submission- 2: Infrastructure Providers (IP-1) shall be allowed to bid in the tender.</p>	<p>As per Tender. Further, clause 1.10.3 may be referred.</p>

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3.	3.2.3	Deliverables of the Scheme shall be provision of mobile services (2G+4G) in specified hitherto Uncovered locations in inhabited areas in LWE affected areas:	From the tender document, it appears that coverage is expected in and around the sites identified in the tender and no continuous coverage requirement is envisages in whole of LWE areas. Towers have already been installed under LWE Phase-I project by BSNL and many of these sites are close to the earlier covered areas, In such cases, there may be possibility of increasing call drops and call handover on the edge of cell if a different operator gives coverage on new sites. Submission 3: More objective requirement of performance may be included in the tender document.	The tender is for providing connectivity to LWE-II sites only.
4.	5.1.6	USP/successful bidder shall be solely responsible to set up, operate and maintain the 2G+4G based mobile services in identified areas by installing the following Components: (i) Mobile Mast/Tower (ii) BTS, BSC equipment (if required) (iii) Associated antennas, (iv) Backhaul connectivity to core networks, (v) Power/RET arrangements and back-up	As per clause 9 of the above DoT notification, “Each identified product, services or works as in Table-A shall comply with the latest TEC GR/IR, if such GR/IR have been issued”. The tender Document, mentions TEC GR for 40M Mast ONLY, whereas TEC GR exists for all the other components as highlighted in Clause 5.1.6. We therefore request that requirement shall be clearly define against the specific GR of the equipment and compliance to TEC GRs should be mandated as stipulate under the PPP-MII Order 2017. In the absence of the compliance to the GR requirement in the tender, there will remain subjectivity in the requirements and will be unfair and remain open to interpretation and may detrimental in the interest of domestic industry for a fair participation. Submission 4: Reference to TEC GRs for each equipment to be procured under the tender shall be included in the tender.	As per tender. It is clarified that the RFP has been floated for the service providers with basic requirements of equipment and service etc. No detailed specifications/ TEC GR have been mentioned as the assets will be owned by the service providers only as per the conditions of Licensed Access Service Providers (CMTS/ UASL/ UL).
	5.3.2	Tower shall be confirm to Generic Requirements of Telecom Engineering Centre GR No GR/TWR-11/01. DEC 2004 for 40M height		
5.	Table 5.1	Sr No. 2 and Sr No. 4- Radiating Power	In the pre-bid conference, the participants have raised the concern about the coverage requirement of 4 Kms. We requested that in view the same, coverage requirements may be reviewed. Submission 5: we that the coverage requirements may be reviewed. Once the coverage requirement is re-worked out the output power of BTS/Enode-B shall be left open for the bidder to decide for the compliance to the coverage requirements.	The 4 KM coverage requirement has been put as the capacity of the BTS. In some cases, however due to terrain/ geo-climatic conditions etc. 4KM coverage may not be achieved.

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6.	5.5	Power Requirement	<p>Clause 5.5.2 of the tender defines the capacities of Battery, Solar Panel Wattage and DG Set we would like to submit that TEC has published GRs for SPV as well as Batteries. However, the same is not mentioned in the TEC GR.</p> <p>TSP has to supply the mentioned capacity equipment only without any other delivery parameters or meet 72 Hrs backup on Solar as well as other deliverable as defining both will not serve actual purpose envisaged by USOF.</p> <p>Submission 6: Reference to respective TEC GRs for SPV and Batteries should be mentioned in the tender. We also suggest the requirement of 72 Hrs autonomy on solar power system should be asked. SPV/Battery as well as DG set sizing should be left with TSPs to decide.</p>	<p>As per Tender. Please refer to clarification at S. No.- 4. Further, the bidder has to quote considering minimum 2300AH capacity for battery and 10KW for solar output which was calculated for the estimated load and cost estimates.</p>
7.	3.2.2	<p>“In line with the provision related to Green Telecom in NDCP-2018 policy, the Scheme is designed to use Renewable Energy Technologies (RETs)”.</p>	<p>DoT had issued directives on 04.01.2012 clause 2 (i) states “At least 50% of all rural tower and 20% of the urban towers are to be powered by hybrid power (Renewable Energy Technologies (RET) +Grid Power) by 2015, while 75% of the rural tower and 33% of urban towards are to be powered by hybrid power by 2020”.</p> <p>Submission 7: In compliance with the above DoT directives provisioning of Genset should be avoided in the tower sites as was in the earlier decision by Cabinet in LWE Phase I tender also. Further transportation of Diesel for DG set operations will make sites vulnerable to naxalite attacks as was envisaged by Cabinet during its earlier</p>	<p>Solar power has already been mentioned for all the towers in line with green telecom policy. Further, DG has been asked for LWE sites having erratic power supply due to difficult locations.</p>
8.	Clause 5.7.2/ Page 34	<p>Mobile towers with VSAT backhaul shall be limited to 5% of total sites in a bidding units. There is little justification for prescribing the limit of 5%, because the actual site survey to find out availability of backhaul/VSAT etc, is the task of successful bidder as per Para 3.2.3(ii)(a) at Page 14 of the tender document. The restrictive clause of use of VSAR may provide excuse to the bidder to</p>	<p>Ideally, VSAT is a good solution for backhauling for these locations wherever its not possible on fiber/microwave. We request not to limit this to 5%. It should be basis site survey done by various operators. This will help us to provide the robust network with less/no downtime in timeon manner. This clause may be modified to say as may be needed</p>	<p>The bidder is free to provide VSAT backhaul at more than 5% sites where ever other backhaul is not available or feasible. However, funding will be done for maximum 5% of sites and maximum for 2 years.</p>

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		successfully completes the project.		
9.	34/82	USP shall convert VSAT sites on microwave/OFC backhaul within 2 years 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 2 years 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.	Please refer to clarification at S. No. 8. Further, in case of availability of other types of backhaul, bidder may convert the site from VSAT as per availability of the backhaul within 2 years or later.
10.		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 up to 10 Mbps (UL)/20 Mbps (DL) as compared to traditional national beam satellite where Bandwidth is limited to 2 Mbps only.	In case of VSAT, please refer the requirement as per Table 5.1 under clause 5.3.1.
11.		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.	This is up to the bidder to utilize any such features for VSAT installations for providing adequate connectivity.
12.	Section - I/ Clause - 1.10/ Page-5 of 82	<p><u>1.10. ELIGIBILITY CRITERIA</u> <u>1.10.1 Licensed Access Service Providers (CMTS/ UASL/ UL) are eligible to bid for the bidding units</u> <u>1.10.2 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum</u> <u>1.10.3 USP, at its discretion, may have back-end tie-up with IP-1. However, USOF will enter into agreement only with USP which will be solely responsible to comply with all the T&C of the tender</u></p>	IP-1 should also be made eligible to participate and bid in the tender. Relevant clause-1.10 needs to be amended accordingly.	Please refer to clarification at S. No.- 2.

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13.	Section – III/ Clause - 3.3/Page-15 of 82	<p>1.10. ELIGIBLE BIDDERS 3.3.1 Licensed Access Service Providers (CMTS/ UASL/ UL) are eligible to bid for the bidding units 3.3.2 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum 3.3.3 USP, at its discretion, may have back-end tie-up with IP-1. However, <u>USOF will enter into agreement only with USP</u> which will be solely responsible to comply with all the T&C of the tender</p>	IP-1 should also be made eligible to participate and bid in the tender. Relevant clause-3.3 needs to be amended accordingly.	Please refer to clarification at S. No.-2.
14.	Section-I/ Clause – 1.8	<p>1.8. Preferential Market Access (PMA): <i>1.8.1 Public Procurement guideline issued as per gazette notification dated 29th August 2018 issued by the Department of Telecommunications, titled “Public Procurement (Preference to Make in India) Order 2017-Notification of Telecom Products, Services or Works –” shall be applicable for this tender.</i></p>	USOF must ensure strict compliance to PPP-MII Order 2017 and no waiver should be allowed. Any exemption to the same should be considered as a violation of the Government order.	Please refer to clarification at S. No.-1.
15.	Technical Specifications		<p>NON-COMPLIANCE TO TEC GR/IR: The clause 9 of the DOT Notification dated 29th August 2018 makes TEC GR/IR mandatory, but no GR/IR has been mentioned in the tender. However, the tender provides for TEC GR only for Masts/Towers vide Para 4.2.1 (ii) Page 26. However, vide Para 5.3.2 Page 32 an escape route for TEC GR has been prescribed.</p>	Please refer to clarification at S. No.-4.

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			<p>Submission: Compliance to TEC GR/IR must be mandated for all equipment to be procured under the RFP and list of all applicable GRs/IRs must be included as part of the RFP/Tender, namely:</p> <ol style="list-style-type: none"> a. BTS / eNode B b. BSC/EPC c. Solar Power Systems d. Backhaul Radios etc. <p>In this regard for 2G and 4G, rural remote specific deployments TEC has already formulated the GRs as below, and should be made mandatory for compliance in the tender:</p> <ol style="list-style-type: none"> 1. Category-I of TEC GR/WS /BSS-002/01. DEC. 2009 for Small Size GSM Radio Sub-System. 2. Category -II of TEC/GR/WS/ENB-001/01/MAR-19 for eNode-B 	
16.	Clause- 1.10. Eligibility Criteria)	1.10.1. “Licensed Access Service Providers (CMTS/ UASL/ UL) are eligible to bid for the aforementioned bidding units in the respective Licensed Service Area (LSA) for which they hold a License for providing Cellular/ Unified Access Services and have spectrum allocated for the specified services from WPC, DoT for the State/ Bidding Unit for which the bid is submitted, on the date of issue of NIT.”	<ol style="list-style-type: none"> (i) We are of the view that with the restriction of participation to TSPs, and the realities captured in the note at Annexure 1, this will lead to single bid participation and that cannot be considered as competitive bid for a project of the value above Rs. 2,000 Crore. (ii) Further, the experience of USOF dealing with the TSPs are not much impressive. A brief note on this is attached at Annexure 2 for your perusal. (iii) The Rule 526 of the Telegraph Act provides as below: (iv) “Eligible operators” means the Basic Services Operators, Cellular Service Providers, Unified Access Services Licensees, Infrastructure Providers and Internet Service Providers.” (v) Our Submission: The IP-1 licensee should be allowed to bid, which is allowed as per USOF rules and this was also demanded by TAIPA representative during pre-bid conference. Going ahead with the same conditions will result into single bid participation scenario, as was in the case of USOF tender for North East. (vi) Alternatively, we suggest that the project may be assigned to BSNL on nomination basis as was done earlier where BSNL selects the vendor through open and transparent bidding complying with PPP-MII order. 	Please refer to clarification at S. No.- 2.

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17.	Technical Specifications	<p>i. Detailed Project Report Overall technical requirements and RF planning etc., normally flows from Detailed Project Report (DPR). This has been a practice adopted by USOF since long time and was following since LWE Phase-I, North East and other projects. Submission: DPR may be made public for LWE Phase II project as well.</p> <p>ii. Radiating Power The tender document vide table 5.1 defines the Radiating power as 20W for 2G and 4G. Submission: The compliance to radiating power may be made applicable as per the coverage requirement and the technical specification as prescribed in the respective category of TEC GRs for 2G and 4G as mentioned in the Submission-2 above.</p> <p>iii. Continuity of Coverage We understand that no continuous coverage is planned in LWE areas and only the isolated locations mentioned in the tender are to be covered. It may be appreciated that BSNL already has done LWE Phase-I tender and many of the sites are in and around those earlier covered areas. Please confirm that in the situation when two different operators are going to provide services in LWE I and II areas, continuity of the coverage in LWE II sites may not be possible, and all sites should have independent island type coverage on tender designated locations only. Submission: This may be looked into and necessary clarifications may please be issued.</p> <p>iv. The attendees to the pre-bid conference raised some observations as below:</p> <p>a Representative of M/S Bharti Airtel said that three months period given for survey is too short and that 4Kms distance should not be mandatory, as it is not feasible irrespective of the height of antenna, due to terrain etc.</p> <p>b The para 5.6.6 at Page 34 as given below is not as per 3GPP:</p>	<p>(i) DPR is prepared for estimations and internal requirements. DPR is therefore not part of the RFP.</p> <p>(ii) & (iii) Please refer to clarification at S. No.-3 & 4. Further, 20W requirement has been given from coverage perspective for any technology.</p> <p>(iv) (a) The survey period as mentioned in the tender is appropriate as the site locations are police posts etc. with Lat-Long</p>
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			<p>5.6.6 The sensitivity of the BTSs/ eNode-B shall be better than -110 dBm/-124dBm.</p> <p>c The Antenna radiation output 20 Watt is not clear, as there is no radiation from tower.</p> <p>d Mismatch between the battery requirement of 2300 AH and 3 days of battery autonomy. Both are contradictory. The 2300 AH battery can give maximum 35 hours.</p> <p>e Likewise, solar output mentioned 10 KW, will actually deliver 7 KW output power which is not suitable for the need of the system.</p> <p>Submission: In view of above it is submitted that USOF may prescribe services deliverable parameters like 2G+4G service, 4 Km coverage etc. Dimensioning for equipment should be left with TSP with upper limit mentioning like:</p> <p>i. Upto 20W radiation power, ii. Three days of battery autonomy iii. Upto 40 M Tower</p>	<p>coordinates and are easily identifiable.</p> <p>(b) & (c) 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.</p> <p>(d) & (e) Please refer to clarification at S. No. 6.</p>
18.	Clause-1.2	The support under the tender would be provided in two parts (i) first part (FLS) would be payable upfront on commissioning of tower and provision of 2G+4G based mobile services from an infrastructure site and second part of the remaining subsidy shall be payable in 20 equated quarterly instalments.	<p>SUBSIDY LIMIT</p> <p>During pre-bid conference Questions were raised on the support from USOF only up to Rs 99 lacs per site (Page 60) with no support for operation beyond five years.</p> <p>Submission: USOF may like to review this.</p>	As per Tender.
19.	5.7.2	VSAT	<p>Para 5.7.2 at Page 34 provides that the Mobile towers with VSAT backhaul shall be limited to 5% of total sites in a bidding units.</p> <p>We feel the actual need of VSAT backhaul may go up beyond 5%. Hence there is little justification for prescribing the limit of 5%, because the actual site survey to find out availability of backhaul/VSAT etc. is the task of successful bidder as per Para 3.2.3(ii)(a) at Page 14 of the tender document. The restrictive</p>	Please refer to clarification at S. No.-8.

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			<p>clause of use of VSAR may provide excuse to the bidder to successfully complete the project. Submission: We request that this clause may be modified to say as may be needed.</p>	
20.		Mandatory Testing	<p>The tender does not provide compliance for mandatory testing of equipment’s as prescribed under Indian Telegraph Rules. The DOT Gazette notification 5th September 2017 amended the Indian Telegraph Act 1885 to include Testing and Certification of Equipment. Relevant portions of the notification is quoted hereunder</p> <p style="text-align: center;"><u>PART XI</u></p> <p>TESTING AND CERTIFICATION OF TELEGRAPH 528. Definitions: Testing and certification of telegraph - in this part, unless the context otherwise requires “Original Equipment Manufacturer” means a manufacturer of telegraph under whose brand the telegraph is sold or proposed to be sold. 529. Mandatory Testing- Any telegraph which is used or capable of being used with any telegraph established, maintained or worked under the licence granted by the Central Government in accordance with the provisions of section 4 of the Indian Telegraph Act, 1885 (hereinafter referred to as the said Act), shall have to undergo prior mandatory testing and certification in respect of parameters as determined by the telegraph authority from time to time: Submission: The provisions contained under the above referred notification should be made mandatory for all equipment to be procured under the subject RFP/Tender.</p>	The bidder is responsible for any such requirement as per the license conditions.
21.	clause 3.2.2 (ii)	3.2.2 (ii) “In line with the provisions related to Green Telecom in NDCP-2018 policy Scheme is designed to use Renewable Energy Technologies (RETs).”	<p>COMPLIANCE TO GREEN TELECOMMUNICATIONS: In this regard, we would like to refer to the directives issued on 4th December 2012 in which clause 2 (i) states “At least 50% of all rural towers and 20% of the urban towers are to be powered by hybrid power (Renewable Energy Technologies (RET) + Grid power) by 2015, while 75% of the rural towers and 33% of urban towers are to be powered by hybrid power by 2020.”</p>	Please refer to clarification at S. No.- 7.

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			<p>Submission: In compliance with the DOT directives as above, provisioning of Genset should be avoided in the tower sites as was in earlier decision by Cabinet in LWE Phase I tender also. Further transportation of Diesel for DG set operations may make sites vulnerable to Naxalite attacks as was envisaged by cabinet during its earlier approval of LWE Phase-I project.</p>	
22.	Clause 7.6	EXIT POLICY	<p>The exit policy vide para 7.6 Page 43 provides for exit by successful bidder after giving three months’ period and on paying of 50% of the bid amount’s penalty.</p> <p>Submission: We feel USOF need to review this clause to avoid a situation where the successful bidder obtains subsidy for some areas and then exits by paying 50% penalty, even though he has availed full subsidy for that portion.</p>	As per Tender.
23.	1.1 USOF Supported Scheme for “provision of 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas”.	<p>Tender should be made technology neutral and mandatory requirement of provision of mobile coverage through 2G+4G technology may kindly be removed so that all the telecom service providers could participate in a fair and competitive manner and benefits of the latest technology can be made available to people of LWE-II areas.</p>	As per Tender.
24.	1.8	<p>Preferential Market Access (PMA):</p> <p>Public Procurement guideline issued as per gazette notification dated 29th August 2018 issued by the Department of Telecommunications, titled “Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works –” shall be applicable for this tender.</p>	<p>As per clause 1.8 of the tender document, applicability of Preferential Market Access (PMA) has been included. However, although there is a mention of DOT’s PPP-MII order 2017, the tender document does not mention compliance to respective TEC GRs while spelling out technical and functional requirements.</p> <p>Vide clause No. 9 of DOT’s notification clearly mention that “each identified products, services or works as in Table-A shall comply with the latest TEC GR/IR, if such GR/IR have been issued.” We would like to submit that for all the core equipment to be procured under the subject tender, there exists TEC GR.</p> <p>In the absence of the compliance to the GR requirement in the tender, there will remain subjectivity in the requirements and will be unfair and remain open to interpretation which will be detrimental in the interest of domestic industry.</p> <p>Request for necessary amendments in the tender document to include mandatory compliance to respective TEC GRs of the core</p>	Please refer to clarifications at S. No.- 1 & 4.

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			equipment which are to be procured under the tender for provisioning of 2G and 4G services.	
25.	1.3	EMD	USOF tender asks for EMD worth approx. Rs. 45 Crores across all 10 bidding units. It may be appreciated that BSNL being 100% owned government PSU select the vendor thru open and transparent bidding. Under PMA complied tender, the maximum EMD as per BSNL procurement manual is Rs. 2 Crs. To select a vendor on back to back basis for this type of government project hence will not be feasible with in preview of BSNL procurement guidelines. USOF may consider waiving this EMD condition for BSNL which is its own PSU.	EMD guidelines as per DoT letter no. 9-2/2019-20-Fin dated 24/10/2019 with reference to DPIIT letter No. P-25020/13/2019-EODB dated 17.09.2019 and 11.09.2019 as per Rule 170.(iii) of the GFR 2017 will be applicable for submission of EMDs separately for the bidding units (Bidder may also submit combined EMD for multiple units) or undertaking as per format attached as Addendum-2 along with copy of policy.
26.	1.8	PMA	As per DPIIT notification, the nomenclature should be “Public Procurement (Preference to Make in India) Order 2017” Reference to DPIIT (erstwhile DIPP) notification on public Procurement (Preference to Make In India) Order 2017 issued vide notification no. P-45021/2/2017-B.E.-II dated 15th June 2017 and partially modified vide notification dated 28th May 2018 is missing in the Tender Document. The Notification dated 29.8.2018 issued by Department of Telecommunication is in furtherance to the DPIIT notification, notifying the Telecom Products, Services or Works which identifies 36 telecom products for compliance to PMI (Preference to Make in India), but the tender does not describe any Bill of Quantities/Material or any equipment details.	Please refer to clarification at S. No.-1.
27.	2.2	Tender bidding methodology	As per tender, it will be a 2-stage bidding with e reverse auction. As mentioned earlier also, BSNL selection of vendor will be based on its own tender thru open bidding. Once bidder is selected to participate with BSNL on a fixed discovered rate, it would be difficult for BSNL to reduce further in reverse auction the bidding price, hence will be a definitive edge to private player. Request you to adopt single stage bidding with one fix price to be quoted instead of reverse auction.	As per Tender.

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28.	3.2.3	Deliverables of the Scheme shall be provision of mobile services (2G+4G) in specified hitherto uncovered locations in inhabited areas in LWE affected areas	<p>We understand that no continuous coverage is planned in LWE areas and only the isolated locations mentioned in the tender are to be covered. It may be noted that BSNL already has done LWE Phase-I tender and many of the sites are in and around those earlier covered areas.</p> <p>a) Please let us know that continuity of the coverage in LWE II sites is not desired with Phase I sites and all sites should have independent island type coverage on tender designated locations.</p> <p>b) Also, it may be appreciated that call drop and call hand over on the edge of cell will be higher in these cases.</p>	Please refer to clarification at S. No.- 3.
29.	5.16	<p>USP/ successful bidder shall be solely responsible to set up, operate and maintain the 2G+4G based mobile services in identified areas by installing the following Components:</p> <p>i) Mobile Mast/Tower ii) BTS, BSC equipment (if required) iii) Associated antennas iv) Backhaul connectivity to core networks Power/RET arrangements and back-up</p>	<p>It is to note that as per PMA guidelines wherever TEC GR is available, the procurement should be done as per TEC GR available. BSNL while selecting the partner on back end will have to mention TEC GRs for all items going into BoQ of the site. In absence of relevant TEC GRs mentioned in tender, it will not be possible of BSNL to select the partner after bidding complying to PMA guidelines as per tender. Please define BoQ as well as relevant TEC GRs to comply with itemized BoQ list.</p>	Please refer to clarification at S. No.- 4.
30.	Table 5.1 Sr. No. 2 and 4	Radiated Power	<p>Please clearly specify the BTS/ eNode-B O/P power at each antenna port. Further as mentioned power as 20 W, it should be up to 20W as 4 Kms cell coverage radius as defined in tender can be met with better solution with less radiated power BTS also. If radiated power has to be fixed as per tender then please remove 4 Kms cell radius coverage condition as that will depend upon the terrain where site will be deployed and site selection is not being done by TSP.</p>	20W is the output RF power for 2G (per TRX)/ 4G (per sector) BTS. Further, clarification at S. No. 5 may be referred.

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31.	5.5	Power requirement	It is mentioned in tender, Solar Power capacity, DG set capacity as well as battery sizing even without knowing which equipment will be selected. No TEC GR is mentioned for SPV as well as batteries. TSP has to supply the mentioned capacity equipment only without any other delivery parameters or meet 72 Hrs back up on Solar as well as other deliverable as defining both will not serve actual purpose envisaged by USOF.	Please refer to clarification at S. No.- 4 & 6.
32.	3.2.2	“In line with the provisions related to Green Telecom in NDCP-2018 policy, the Scheme is designed to se Renewable Energy Technologies (RETs).”	It is suggested that provisioning of Genset should be avoided at the tower sites. The same was also taken care in earlier decision by Cabinet in LWE Phase I tender also	Please refer to clarification at S. No.- 7.
33.	Clause 1.8.1 (Page 4)	Public Procurement guideline issued as per gazette notification dated 29 th August 2018 issued by the Department of Telecommunications, titled “Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works -” shall be applicable for this tender.	Compliance to PMA requirement would restrict the choice of equipment to be deployed under this project. While the Bidder will ascertain maximum use of Made in India products, requesting this requirement to be computed as a percentage of overall site Cap-Ex. Removal of any restriction in terms of use of technology and equipment supplied by any of the vendors. 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. In view of the above, USOF may confirm if the requirement for compliance to PMA be withdrawn. Suggestion: Clause may be suitably modified.	As per tender.
34.	Clause 3.3.3 (Page 15)	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	<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>	Please refer to clarification at S. No.- 2.

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	<p>Clause 3.2.2 (iii) (Page 14)</p> <p>Clause 4.2.2 (Page 26)</p>	<p>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> <p>(iii) USP may share infrastructure with other Licensed Services Providers with compliance of the guideline /instructions issued by DoT, However, there shall not be any additional financial support from USOF.</p> <p>The infrastructure/ assets so created under this project shall be owned by the respective USPs.</p>	<p>Suggested Modification in Clause (3.3.3)</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. USP may lease all or some passive infrastructure (such as mast tower, electrical connection, all power 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>J 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>J Thus, for further clarity, we have suggested some modification in the said clause and we request USOF to amend the same accordingly.</p> <p>Suggested Modification in Clause (4.2.2):</p> <p><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>	
35.	<p>Clause 3.2.3 (ii) (h) Page-14</p>	<p>To maintain the desired quality of service (QoS), as per the TRAI recommendations. (uptime of minimum 98%).</p>	<p>Uptime of 98%:</p> <p>Maintaining a constant uptime of 98% is a challenge due to various factors, including technical faults, transmission failures, power or backup failure etc. Furthermore, due to the remote locations of villages, consistently maintaining an uptime of 98% on all sites will be impractical. Requesting USOF to review this and ideally adopt</p>	<p>The USP has to maintain uptime of minimum 98% uptime and QoS as per TRAI QoS guidelines.</p>

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			TRAI norms. Uptime proposed is 92% for such villages. Same can be referred from NESAs tender.	
36.	3.11.1 (Page 18)	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.	Request to remove the requirement of providing Amendments to License since the copies of License 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.	Agreed.
37.	Clause 4.2.1 (Page 26)	(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.	The undertaking, if required, for this should be taken only once from USP instead of taking it for every site.	As per tender. Only new equipment should be deployed at all sites.
38.	Clause 4.2.1 Page 26	(vii) Provide, operate and maintain the 2G+4G based mobile services from all the sites in the specified villages for a Bidding Unit in accordance with the prescribed specifications in Section-V: Technical Conditions.	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.	The towers are to be installed at the locations already identified by MHA. USP has to provide coverage as per tender terms & conditions.
39.	Clause 4.2.5 (Page 26)	Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide 2G+4G based	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.	As per Tender.

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		mobile services compliant with the terms and conditions of the License Agreement signed with DoT, after expiry of the Agreement signed with USOF.		
40.	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.	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.	As per Tender. Further, USOF will coordinate for such issues, if required, and facilitate for resolving the issues expeditiously.
41.	Clause 4.3.1 (Page 27)	The Administrator or his representative or the agencies authorized shall have the right to inspect and test the created infrastructure and provision of 2G+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	It is understandable an elaborate test procedure as prescribed in this RFP 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.	For the test procedure please see the clarification at S. No. 17.

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		drawings and other details shall be furnished to the authorized agencies at no charge to the Administrator.		
42.	Clause 4.3.2 Page 27	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.	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. Suggested Modification: <i>Clause 4.3.2 to be deleted.</i>	Clause 4.3.2 is deleted.
43.	4.5 Page 27	The Agreement shall be valid for a period of 18 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	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.	As per Tender.

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		Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.		
44.	4.13 (Page 29)	FORCE- MAJEURE	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. Snowfall and heavy monsoon should also be considered as a Force-Majeure condition.	As per tender.
45.	Clause 5.3.1 Page 31 Table 5.1	Serial Number 5 Minimum Radial Coverage 4 Kilometer	Minimum radial coverage from a single installed site in a village is not feasible. As it is well understood, considering the terrain, clutter, vegetation stated coverage distance would be non-feasible. Moreover, Clause 5.6.8 has specified signal level in the coverage area shall be as prevalent in the TSTP. In such a scenario, clause should be removed. Suggestion: <i>Serial Number 5 may be withdrawn.</i>	Please refer to clarification at S. No. 5.
46.	Clause 5.3.1 Page 31 Table 5.1	Serial Number 4 Antenna - Sectoral antenna with radiating power of 20 watts per TRX	Radiating power of 20 watts per TRX shall be at the input of the antenna port. This may be suitably modified. Suggestion: <i>Serial Number 4 to be suitably modified.</i>	Please refer to clarification at S. No. 30.
47.	4.2.1 (Page 26) 5.3.2	(ii) Supply, install, test, commission and maintain Masts/Towers/ conforming to TEC GRs as specified in Section-V: Technical	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	Clause 5.3.2 may be complied in case of Masts/Towers.

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	(Page 32)	<p>Conditions of the Tender Document. Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 40 M height. (OR) 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>various topological factors including allowable soil bearing capacity. Suggested Modification: <i>Clause 4.2.1 shall also be suitably modified in line with Clause 5.3.2</i></p>	
48.	5.3.5 (Page 32)	<p>The USPs are advised to verify non-availability of the coverage in the villages as specified in Clause 3.5.11 before installing equipment for which it intends to claim support from Universal Service Obligation Fund. No claims</p>	<p>J 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</p>	<p>The coverage at any location is to be considered for the uncovered village at the time of survey to be approved by USOF as per the relevant clause (3.5.11). The coverage status i.e. availability of mobile services, by using any prevailing</p>

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		shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers.	<p>adversely affect the project timelines and will lead to ambiguity in project scope. 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.</p> <p>Suggested Modification in Clause: 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>	technology viz. 2G, 3G or 4G or a combination thereof, should be examined/ checked provided by any TSP(s) in the aforesaid areas.
49.	5.3.6 (Page 32)	SACFA clearance shall be the responsibility of bidder	<p>SACFA is a license condition requirement which is to be complied by a TSP as per its licensing conditions. Hence, such clauses 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 RFP what is to be done in case of such sites.</p>	SACFA clearance shall be the responsibility of bidder.
50.	Clause 5.5.2 (Page No 33)	For the purpose of backup power calculation, 3 days of battery autonomy has been taken in each site. Following	Maintaining the stated power backup to comply with QoS is the responsibility of USP. Thus, specifications for Battery, DG & Solar panels shall be removed.	Please refer to clarification at S. No. 17 [Part (d) & (e) of sub-Para-(iv)].

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	<p>Clause 5.5.3 (Page No 33)</p> <p>Clause 5.5.4 (Page No 33)</p>	<p>combination of power source is to be provided for all sites. 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. 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>Suggestion: Specifications for Battery, DG & Solar panels shall be removed.</p>	
51.	<p>Clause 5.7.2 (Page 34)</p>	<p>Mobile towers with VSAT backhaul shall be limited to 5% of total sites in a bidding units.</p>	<p>Query: Villages in the RFP are far and remote having no telecom facility, what so ever. BTSs could be commissioned only on VSAT media in an estimated 15-17% of the villages. It is requested that this limit be withdrawn. Suggestion: <i>5% limit br withdrawn and satellite bandwidth cost can be excluded from tender and USOF may have agreement with ISRO directly and pay the cost.</i></p>	<p>Please refer to clarification at S. No. 8.</p>
52.	<p>Clause 5.7.7 (Page 34)</p>	<p>USP shall convert VSAT sites on microwave/OFC backhaul within 2 years from the date of commissioning</p>	<p>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. Suggestion: This Clause may be deleted.</p>	<p>Please refer to clarification at S. No. 9.</p>

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53.	Clause 5.10.4 Page 35	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. The USP shall submit mandatory quarterly and other periodic Network reports to TRAI with a copy to Administrator, USOF.	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. Suggestion: The bidder will keep a record of rural connections provided from the BTS installed under the scheme and peak latched customers at site during the reported measurement period, the total 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. The USP shall submit mandatory quarterly and other periodic Network reports to TRAI with a copy to Administrator, USOF.	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.
54.	Clause 5.11.2 (Page 35)	Factory Test Certificates are to be provided for items like BTS and accessories, Transmission equipment, power equipment and infrastructure provided.	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. Suggested Modification in Clause: Factory Test Certificates are to be provided for items like BTS and accessories , Transmission equipment, and power equipment and infrastructure provided .	Agreed. Factory Test Certificates are to be provided for items like BTS and Transmission equipment, and power equipment and tower provided.
55.	Clause 5.11.4 Page 35	Logbooks on site maintenance are to be maintained.	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.	Agreed. The NOC report shall be made available to USOF as and when required.
56.	Section 5.13	Proof of Concept and Physical Verification) One Proof of Concept testing for each bidding unit is proposed to be in the RFP. However, considering that the BTS to be installed are standard regular installations, which	As per Tender.

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			<p>will use same standardized technology across all bidding units, one site for Proof Of Concept maybe considered for the entire tender.</p> <p>) Approval for POC should be provided in time bound manner. In case delay in response, that period should be extended in the implementation period given in the tender.</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>Suggestion: <i>Single POC Testing to be considered for the whole tender.</i></p>	<p>It is further clarified that Proof of Concept is to be carried out one per bidding unit only. For the test procedure please see the clarification at S. No. 17.</p>
57.	5.13.3 (Page 36)	Physical verification for all sites in each bidding unit under the scheme shall be conducted by an agency authorized by the Administrator, USOF, as per the verification schedule to be prescribed later by USOF.	<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 an agency authorized by the Administrator for this purpose. In this regard, the testing can be done on sample basis and the need for an external agency to carry out such testing could be avoided. USOF may clarify in the matter.</p> <p>) Verification schedule may please be clarified.</p>	As per Tender.
58.	Clause 6.5.2 Page 37	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	<p>Query Timeline of three months provided in the RFP for the completion of field survey is too optimistic seeing the ground reality. Bulk of the proposed sites are in far flung in Left Wing Extremism affected areas. These villages are in remote far flung areas. During winter months some of these villages would</p>	Please refer to clarification at S. No. 17 [Part (a) of sub-Para-(iv)].

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		<p>successful bidder (USP) shall commission & provide 2G+4G based mobile services from all the infrastructure sites in a Bidding Unit within a period of 18 months from the date of signing of the Agreement.</p>	<p>become inaccessible due heavy snow fall. During Monsson as well, these regions 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 18 months from the date of signing of Agreement. Snowfall and heavy monsoons should also be considered as a part of Force – Majeure condition.</p> <p>While RFP has stated the locations to be MHA identified tower locations, whereas elsewhere, RFP also states that only indicative Lat/Long is provided and the 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 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 & notified to the USOF</p> <p>Suggested Modification in Clause:</p> <p>No time limit shall be stated for completion of survey and project completion timeline shall be fixed as 24 months from the date of signing of Agreement.</p>	
59.	<p>Clause 7.1.4 Page 39</p>	<p>First part shall be due and payable @ 49% of Representative Rate, as an FLS at the time of successful</p>	<p>Request: Rational behind FLS @ 49% of RR may kindly be explained. Considering very high expectation from quality perspective, the</p>	<p>As per Tender.</p>

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	<p>7.1.5 Page 39</p>	<p>commissioning of BTS and provision of 2G+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 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 2G+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>project is expected to be highly capital intensive and USP will have invest upfront for its execution. Additionally, since the site is located in LWE affected areas, there are security concerns with the installations. The Authority on the contrary should consider a higher 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 & commissioned and should not be linked to POC testing. EQS on the other hand could be as per proposal in the RFP</p> <p>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.</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>Suggested Modification in Clause: Clause 7.1.4 First part shall be due and payable, @ 60 % of RR, as an FLS immediately after successful commissioning of BTS and provision of mobile services from the identified site. Second part 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. Clause 7.1.5 should be deleted.</p>	
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60.	7.1.6 (Page 39)	The FLS & 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 2G+4G based 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.	<p>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.</p> <p>Suggested Modified Clause: <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 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></p>	As per Tender.
61.	Clause 7.2.7 (Page 40)	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>Request: 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. 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> <p>Suggestion: 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.</p>	As per Tender.

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63.	<p>10.3 (Page 47)</p> <p>10.14 (Page 48)</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>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 15-20%).</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.</p> <p>Suggestion:</p> <p>Clauses to be added for inclusion of VSAT charges to be paid by USOF directly to ISRO and for no 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 for 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>	As per Tender.
64.	ANNEXURE-7 Page 57	PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE	<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> <p>1. The BG format should include an end date of the BG.</p>	Amended Annexure- 6 of RFP (EMD BG format) is attached as Amendment No.- 1.

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			<p>2. 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>3. The Banks are insistent on the addition of the NWC Clause (Not 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 Bank. The Banks are not agreeing for the use of Bank seal / common seal. (Proposal Received from the Bank is attached for your kind perusal and instructions accordingly)</p>	
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Addendum No.-1: Clarifications/ Response to the pre-bid queried received against the Tender No. USOF/TENDER/LWE-II/30-164/2018 issued on 04/11/2019 for “provision of 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas”.

65.	ANNEXURE-10: Page 67	<p>ANNEXURE-10</p> <p>Tower Site:</p> <p>(i) Tower ID</p> <p>(ii) Latitude</p> <p>(iii) Longitude</p> <p>(iv) Name of the Village, Block, Disrict, State</p> <p>(v) Height of the tower/mast</p> <p>(vi) Date of Commissioning</p> <p>(vii) TEC GRS (Number and Title) to which Tower complied</p>	<p>Query</p> <p>Clause 5.3.2 – states</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>(OR)</p> <p>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.</p> <p>In view of the above Annexure 10 may be suitably modified</p> <p>Suggested Modified Clause:</p> <p>ANNEXURE-10</p> <p>Tower Site:</p> <p>(i) Tower ID</p> <p>(ii) Latitude</p> <p>(iii) Longitude</p> <p>(iv) Name of the Village, Block, Disrict, State</p> <p>(v) Height of the tower/mast</p> <p>(vi) Date of Commissioning</p> <p>(vii) TEC GRS (Number and Title) to which Tower complied <i>or reference number of (SERC)/ TEC/ IITs for structural fitness</i></p>	Please refer to clarification at S. No. 47.
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66.	(Page 67)	ANNEXURE -10 PROFORMA FOR SELF CERTIFICATION BY UNIVERSAL SERVICE PROVIDER	<p>J) 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>J) 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> <p>Suggested Modification in Clause: (Requirements to be removed are stroked out)</p> <p>D) Electrical power connection: (i) Capacity of Sanctioned load: (ii) Proof of sanction from SEB: (iii) Main Energy Meter Type/ Capacity/ Sl. No.: (iv) Sub Energy Meters Type/ Capacity/ Sl. No.: (v) Earth Resistance (value in ohms): (vi) Date of Installation:</p> <p>F) Engine Alternator of provided: (i) Rated Capacity of Engine alternator: (ii) Make of Engine/ Alternator: (iii) Serial Number of Engine/ Alternator: (iv) Year of Manufacture: (v) Supplied by: (vi) Proof of purchase (Invoice/ Bill): (vii) Details of other components provided (viii) Testing and Commissioning Report: (ix) Date of Commissioning:</p> <p>H) Battery: (i) Rated Capacity:</p>	As per Tender.
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Addendum No.-1: Clarifications/ Response to the pre-bid queried received against the Tender No. USOF/TENDER/LWE-II/30-164/2018 issued on 04/11/2019 for “provision of 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas”.

			(ii) Make: (iii) Type: (iv) Date/ Year of Manufacturing: (v) Proof of purchase (Invoice/ Bill): (vi) Number of Sets: (viii) Date of Commissioning:	
67.	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.
68.			<p>Some additional concerns mentioned below, which can be accommodated in the query document.</p> <p>a) 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.</p> <p>b) Only Minimum bandwidth requirements given for VSAT-4Mbps. VSAT bandwidth has to be capped so that if there is any KPI degradation after that bandwidth, USOF don't penalize USP. If VSAT bandwidth is not capped then we may need to expand bandwidth only to maintain KPIs.</p> <p>c) Minimum user throughput >512Kbps (4G) and 50Kbps (2G). Minimum user throughput cannot be guaranteed in wireless network because number of users attached varies with time and also depend on bandwidth on site.</p> <p>d) Battery backup required here is 72 hours and also specifications has been provided in parallel which is contradictory. USOF need to define backup time only, USP may decide the configuration. Reducing 72 hours backup is already mentioned in the query document you sent hence I am not raising here.</p>	<p>a) Satellite bandwidth is to be arranged by the USP as per requirement.</p> <p>b) The minimum VSAT bandwidth of 4 Mbps has been mentioned in the tender. The bidder has to expand the bandwidth as per QoS requirement.</p> <p>c) 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 concurrent users in a shared environment is agreed however, the mentioned data speed requirement is to ensure downloads of this level at the testing stage.</p> <p>d) Please refer to clarification at S. No. 6.</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 2G+4G based mobile services at MHA identified tower locations in Left Wing Extremism (LWE-II) affected areas"** (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 -----

Addendum No.-2

(refer clarification No. 25 in Addendum-1)

Bid Securing Declaration

(To be submitted on bidder's Letter head)

To

Administrator, USOF
Department of Telecom
2nd Floor, Sanchar Bhawan,
New Delhi - 110001

We, M/s..... (herein referred as bidder), render the declaration as below: -

That we will automatically be suspended from being eligible for bidding in any contract with the Universal Service Obligation Fund / Department of Telecom (herein referred as Purchaser) for the period of 3 years, starting from the date of bid submission, if bidder is in breach of any of the following obligation(s) /condition(s):

- (a) That, if we withdraw or modify the bids during the period of validity, or
- (b) If awarded the contract and fail to sign the contract, or fail to submit a performance security before the deadline defined in the Letter of Intent.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____