GOVT. OF INDIA Ministry of Communications Department of Telecommunications Universal Service Obligation Fund Sanchar Bhawan, New Delhi – 110001 www.usof.gov.in

To, All Prospective bidders (Through USOF website & CPP Portal)

File No.: 30-252-5/2020-USF

Dated 11.5.2021

Subject: **Addendum-1** regarding Pre bid Clarifications in respect of Tender No. USOF/TENDER/Arunachal/30-252-5/2020 dated 4.3.2021 for "Provision of 4G based mobile services in Identified Uncovered Villages in Arunachal Pradesh & two districts of Assam (Karbi Anglong & Dima Hasao)".

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. These Replies 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).

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	4.0			
1	1.2	The Representative Rate (RR) of	1. Request to remove the 15% Cap of	1. As per tender
	(Pg. No.	subsidy support i.e. market	sites on VSAT. It should be based on	
	3)	discovered subsidy as the outcome	the actual site survey/feasibility study	
		of this tender process, for each	done by the USP.	
		category would be provided in two		
		parts. The first part (FLS), 49 % would	2. USOF should provide the satellite	2. The VSAT sites may be
		be payable upfront on	bandwidth subsidy to USP till the site is	converted on MW/OFC
		commissioning of tower and	migrated to OFC/MW backhaul.	backhaul even before 2 years
		provision of 4G based mobile		from the date of commissioning.
		services from an infrastructure site		However, bidder is free to
		and second part (EQS)50% of the		continue VSAT backhaul of
		subsidy shall be payable in 20		minimum 8Mbps even beyond 2
		equated quarterly instalments. The		years but the subsidy for VSAT
		satellite bandwidth charges shall be		bandwidth shall be limited upto
		separately provided quarterly to the		2 years as per tender. No
		USP over and above EQS for 8 Mbps		support for VSAT bandwidth
		bandwidth per site, for maximum		charges beyond 2 years shall be
		15% (227) sites for maximum up to 2		provided.
		years, based on actual deployment		
		of VSAT media, at the rate Rs. 2.11	3. Additionally, price quoted in the RFP	3. As per tender
		Lakh per Mbps per annum or the	has only considered basic price and	
		actual rate on which payment is	clarification is sought with regard to the	
		made by USP, whichever is lower	applicable GST and other taxes.	
2	5.7.2	The satellite bandwidth charges shall		
	(Pg. No.	be separately provided quarterly to	4. USOF Tender No.	4. As per tender
	35)	the USP over and above EQS for 8	USOF/TENDER/MEGHALAYA/30-252-	
		Mbps bandwidth per site, for	7/2019 has mentioned the satellite	
		maximum 15% (227) sites for	bandwidth at the rate Rs. 3.68 Lakh per	
		maximum up to 2 years, based on	Mbps per annum or the actual rate on	
		actual deployment of VSAT media, at	which payment is made by USP,	
		the rate Rs. 2.11 Lakh per Mbps per	whichever is lower. Request to consider	
		annum or the actual rate on which	the same for this project also. (Clause	

		payment is made by USP, whichever	1.3 of Meghalaya Tender: The satellite	
		is lower. Therefore, USP may	bandwidth charges shall be separately	
		convert these VSAT sites on	provided quarterly to the USP over and	
		microwave/OFC backhaul before 2	above EQS for 8 Mbps bandwidth per	
		years from the date of	site, for maximum 15% (132) sites for	
		commissioning.	maximum up to 2 years, based on actual	
3.	7.1.4	First part shall be due and payable,	deployment of VSAT media, at the rate	
	(Pg. No.	@ 49% of the Category-specific RR,	Rs. 3.68 Lakh per Mbps per annum or	
	40)	as an FLS at the time of successful	the actual rate on which payment is	
		commissioning of eNode-B and	made by USP, whichever is lower.).	
		provision of 4G based mobile	Satellite lease bandwidth charges can't	
		services from the identified site.	vary from circle to circle and therefore	
		Second part of the subsidy (50%), for	request uniform pricing as stated in the	
		each site shall be payable in 20	USOF Meghalaya project may be	
		equated quarterly Subsidy (EQS).	adopted.	
		These EQS shall be payable over a		
		maximum period of 5 years from the		
		date of commissioning of eNode-B i.e. commencement of 4G based		
		mobile services from the sites		
		identified under the Agreement or up		
		to the expiry of the currency of the		
		Agreement, whichever is earlier. The		
		satellite bandwidth charges shall be		
		separately provided quarterly to the		
		USP over and above EQS for 8 Mbps		
		per site, for maximum 15% (227)		
		sites for maximum up to 2 years,		
		based on actual deployment of VSAT		
		media at the rate of Rs. 2.11 Lakh		
		per Mbps per annum or actual rate		

		on which payment is made by USP, whichever is lower.		
4.	3.2.4 (ii) - i)(Pg. No. 13- 14)	Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of 18 months (rollout period) + Ten years from the date of effect of the agreement with USOF.	Based on our experience with the past USOF Project, the two bidding units pose major challenge in the project execution. (a) The villages are far remote having serious access issues (b) Almost 6 to 8 months in a year is lost due to monsoon rains and snowfall in Arunachal Pradesh during Winter (c) Also access to Arunachal Pradesh requires local permit. Looking at the stated challenges, we strongly believe that the time given here for the roll-out is	
5.	4.5 (Pg. No. 28)	The Agreement shall be valid for a period of 18 months (rollout period) +Ten years from the effective date 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 18 months (rollout period) + Ten years from the effective date of the agreement and also after the expiry	less and should be revised to at least 24 months. As per the RFP, there is a provision for an extension of roll out period by 6 months, which may be further extension by another six months, subject to justifiable reasons.	As per tender.

		of Agreement period, as the telecom		
		service providers under the license		
		conditions are bound to provide		
		services under the license terms.		
6.	6.5.2	The successful bidder (USP) shall		
	(Pg. No.	complete the field survey for at least		
	38-39)	30% of sites in the bidding unit in		
		three months from the date of signing		
		of the agreement, at least another		
		30% of sites in six months from the		
		date of signing of the agreement and		
		the remaining sites in nine months		
		from the date of signing of the		
		agreement to finalize location and		
		type of infrastructure (A&B,) at each		
		site. The successful bidder (USP)		
		shall commission and provide 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		
7.	3.3.4 (ii)	To maintain the desired quality of	TRAI specification is at a circle level,	QoS is as per TRAI
	- (g)	service (QoS), as per the TRAI	after leaving out 2% of the worst	recommendation only which is
	(Pg. No.	recommendations. (uptime of	performing sites. Whereas the stated	at circle level no further change
	13)	minimum 98%).	specification in the RFP is on per site	in RFP.
	- /	,	basis. The stated specification for	
			availability is, therefore, stringent and	
			not as per TRAI definition.	
			·····	
			An uptime of 98% is a major challenge	
			due to various factors, especially	
			considering the remoteness of	
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			installation and other geographical location issues. Asides, accessing Arunachal Pradesh requires entry permission for Engineers, constraining immediate restoration in case of a fault. Requesting USOF to consider an interruption allowance of up to 7 days (cumulative) in a quarter which was defined in the USOF NESA Tender that is under execution. This is reasonable especially considering the very remote and difficult terrain. Reference is drawn to Clause 7.2.7 of	
8.	3.11.1 (ii) (Pg. No. 17)	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.	the USOF NESA Agreement in this regard. Request to remove the requirement of providing Amendments to License since the copies of Licence Amendments are available on DoT Web site. Only Page 1 to Page 5 of signed License Agreement should be required to be provided. Please be informed there are many generic amendments made to the various terms & conditions, that are issued by DOT from time to time and are applicable to all telecom service providers, which if required to be submitted may run into hundreds of	Copy of the Page 1 to 5 of the Cellular Mobile Telephone Service (CMTS)/ Unified Access Services License (UASL)/ Unified License (UL) Agreement for the Licensed Service Area may be submitted offline, clearly indicating date of validity; along with an undertaking by Bidder that the license documents along with amendments are as per approval of DOT and shall produce whenever required. Also The bidder shall submit an

			pages and not relevant to this tender bidding in any manner. This may kindly be clarified.	undertaking for timely extension of validity of license if it is going to expire during the validity of USOF agreement.
9	3.11.2 (iv)(Pg. No. 18)	Copy 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 applicable for the scheme.	Just as in Clause 3.11.1, clarification may be issued if it would suffice that only the first 5 pages of the signed License Agreement copy can be submitted for this purpose and there is no need for the submission of the entire copy of the Agreement and general amendments.	As per clarification at Sr No. 8 above.
10	4.2.8 (iv)(Pg. No. 27)	DoT/USOF will consider to refer issues such as security and protection for sites 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 is, however, dependency for obtaining permission/approval for the installation of a mobile tower from Govt. Agency (like Defense/ Forest/ Local Municipality/ Environmental Clearance etc.). It would be unfair that liability for delay (or denied permission) on the part of Govt. Agency is placed on the USP and the Administration will not relax LD / penalty on this count. Instead of out- rightly denying any relaxation, the genuine cases of delay should be given due consideration and justification be reviewed on case to case basis. This Clause may be suitably modified to accommodate the above request.	As per tender
11	4.13 (Pg. No. 30)	FORCE- MAJEURE	Satellite used in the case of a VSAT link and associated Transponder may fail leading to a site outage. Such failures	As per tender

			are not included as Force Majeure	
			situation in the Tender. Since, this will	
			be out of control of USP, USOF may	
			include events such as Satellite failure	
			as a Force Majeure condition.	
12	4.13.1	Force-Majeure: If at any time, during	The clause 4.13 about Force-Majeure	As per tender
	(Pg. No.	the continuance of the Agreements,	clearly states that "either party have no	
	30)	the performance in whole or in part,	claims for damage against the other, in	
	,	by either party, of any obligation is	respect of non-performance or delay in	
		prevented or delayed, by reason of	performance due to a Force majeure	
		war or hostility, acts of the public	event." So we understand interruptions	
		enemy, civic commotion, sabotage,	(site outage) due to a Force Majeure	
		Act of State or direction from	event will not be considered for	
		Statutory Authority, explosion,	computing the overall downtime and the	
		epidemic, quarantine restriction,	entire EQS shall be payable.	
		strikes and lockouts (not limited to		
		the establishments or facilities of the		
		USP), fire, floods, natural calamities		
		or any act of GOD (hereinafter		
		referred to as EVENT), provided		
		notice of happenings of any such		
		EVENT is given by the affected party		
		to the other, within 10 Calendar days		
		from the date of occurrence thereof,		
		neither party shall, by reason of such		
		event, be entitled to terminate the		
		Agreement, nor shall either party		
		have any claims for damages against		
		the other, in respect of such non-		
		performance or delay in		
		performance. Provided 4G based		
		mobile services under the		

13	5.3.1	Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. Table 5.1	Minimum radial coverage of 4 kilometers	The 4KM coverage requirement
	(Pg. No. 32-33)	Serial Number 5 Minimum Radial Coverage 4 Kilometer	from a single installed site in a village is not always feasible. As it is well understood, radio propagation is impacted by terrain, clutter and vegetation, a minimum radial coverage of 4 kilometers is not always guaranteed. In such a scenario, this	as per point no. 5 of Table 5.1 has been put as the capacity/ capability of the eNodeB. In some cases, however due to terrain/ geo-climatic conditions etc. 4KM coverage may not be feasible.
14	5.6.1 (Pg. No. 35)	Data communication services: Minimum 512 Kbps at cell boundary at 4KM and for VSAT site data rate may be proportionately available as per backhaul of 8Mbps.	clause be suitably modified. For the same reason due to the topography of the region going to be served, which is hilly terrain and having dense vegetation, it may not be practical in all scenarios to provide 512 Kbps at the cell boundary at 4KM. In Meghalaya Tender as well, in response to our queries, at serial number 4, page 2, USOF has stated the following : "The 4 km coverage requirement as per point no. 5 of Table 5.1 has been put as the capacity / capability of the eNode-B. In some cases, however due to terrain / geo-climatic conditions etc. 4 km coverage may not be feasible" Clause should include the above conditionality for achieving the desired objective.	As per tender

			Instead of Cell Boundary in Clause 5.6.1, this may be specified at a radius of 2 Km.	
15	5.3.3 (Pg. No. 33)	Towers shall be located in the villages as specified in Appendix-1 of the Tender Document to provide 4G based mobile services in those areas.	USP should be given flexibility to plan the tower installation in a way so as to provide coverage to the given village while at the same time ensure maximum population enjoys the facility as envisaged through Clause 6.5.1. Going by the principles of mobile network planning, a higher elevation ground is generally chosen for tower installation and this may entail the tower falling outside the village boundary. Additionally, in the absence of defined village boundary, clause 5.3.3 is misleading. In view of the above, USP should be allowed to install towers at the approved location covering the listed village.	As per tender
16	5.3.5 (Pg. No. 33)	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 shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers.	For the past USOF projects in North- Eastern region (NESA & Meghalaya), it has been duly clarified that the "survey date" is to be considered as the cut of off-date for the verification of non- availably of the coverage in the villages. The date of survey is sacrosanct as far as verification of existing coverage in the village is concerned. Once USP conducts comprehensive survey of the villages and gets the approval for	Approval of survey date is to be considered as the cutoff date.

			installation from USOF, the site acquisition and project execution starts immediately. Equipment installation is the last stage of the project after infrastructure (involving large chunk of cap-ex) is made ready. So in this context, verifying non-availability of the coverage in the villages, before installing equipment is misplaced. To avoid any misinterpretation during the execution phase of this tender, you are therefore requested to amend the clause in the agreement itself, in line with the above-mentioned clarifications issued by USOF on this matter. Reference Serial Number 3 (page no 1) of response to queries in Meghalya Tender, USOF has clarified that the coverage by any TSP is to be considered for the uncovered villages only at the time of survey to be approved by USOF. This may also be adopted in this Tender as well and this clause should be re-worded accordingly.	
17	5.3.7 (Pg. No. 33)	SACFA Clearance shall be the responsibility of bidder	Clarification needed for those villages whose AMSL is above permissible limits prescribed by the AAI/SACFA. For such specific cases, requirement for SACFA may be reviewed and USOF support for prompt WPC clearances may be required to speed up the roll-out of the site.	As per tender

18	5.3.9 & 5.3.10(Pg. No. 34-35)	 The USP shall maintain on site detailed calculations, standards of materials and specification data on the deflection limit of towers and the safety factor used in tower erection, as well as detailed drawings. Complete drawings for power plant and battery and information regarding inter- connecting arrangements and layout shall be made available on site. Maintenance spares including spares for control panel and spare fuses should also be provided at the site 	On site availability of this data may not feasible, so the same could be provided by the USP from a central location. This has been agreed to in the case Meghalaya Tender - Reference to response to queries at Serial Number 20 (page 8), USOF Meghalaya Tender.	Agreed.
19	5.5.1& 5.3.10(Pg. No. 34)	Grid Power connectivity is to be provided for all the sites.	Clause 3.2.4 "(ii) - c) Provision of Electrical connection (where Grid-power available), battery and DG Set/ Renewable Energy of adequate capacity" is contradictory to this clause 5.5.1. Clause 5.5.1 is should be modified to read "Grid power connectivity is to be provided where ever it is available", given the fact that Grid may not be available at many locations. Reference is drawn to the USOF response at Serial No. 6 (Page 3) to queries with regard to Meghalaya Tender, it is stated as follows: "USP may commission the site on alternate source while maintaining the mobile services as per QoS set by TRAI. The Grid power	USP may commission the site on alternate source while maintaining the mobile services as per QoS set by TRAI. The Grid power connectivity, if not available at some sites, at the time of installation, may, however, be provided at the earliest for those sites.

			connectivity, if not available at some sites, at the time of installation, may, however, be provided at the earliest for those sites".	
20	5.5.2& 5.3.10(Pg. No. 34)	For the purpose of backup power calculation, 1 day of battery autonomy has been taken in each site. Following combination of power source is to be provided for all sites.	As the entire responsibility with regards to maintenance, operations and QoS of the particular site rests with the USP, so specifications related to power source of BTS aren't necessary and should be left for the USP to decide. There could be better technologies and much more efficient ways to power the BTS, thus guidelines must be limited to the SLAs.	As per tender
21	5.7.1&5 .3.10(P g. No. 35)	BACKHAUL CONNECTIVITY- Backhaul Technology may be Microwave or Optical Fibre Cable (OFC) or VSAT.	As in the case of Andaman & Nicobar island project, the undermentioned facility be extended in the case of this project as well. 1) GSAT-11/ GSAT-19 Satellite Capacity should be arranged by DoT/USOF to the USP from ISRO as all the capacity are reserved for DOT. 2) USP should be given flexibility to share the existing BSNL/BBNL satellite communication baseband equipment or install USP identified OEM new baseband. 3) Charges payable to DoT/WPC in respect of use of Satellite bandwidth: Since this project is being undertaken under the aegis of USOF, which aims to extend connectivity to currently unconnected areas, no charges to USP,	 Successful bidder has to arrange Satellite Bandwidth at its own cost. TSP is free to use the VSAT services of any VSAT service provider. As per tender.

		in respect of use of Satellite bandwidth such as royalty charges should be	
		payable to WPC and NOCC monitoring	
		charges.	
5.10.4 (Pg. No.	connections provided from the BTS	We understand that the meaning of rural connections here is the peak latched	The USP will keep a record of peak latched customers to the
36)	installed under the scheme and the telecom traffic generated &	customers to the installed BTS as the BTS shall be serving all customers	eNodeB installed under the scheme and the telecom traffic
	registered from each site. The USP shall also maintain faults and	irrespective of the village they are from. As per the ongoing Meghalava USOF	generated & registered from each site.
	rectification reports of the eNode-B,	project, Clause 5.10.4 reads as "The	
	Plant and other related details in	customers to the eNodeB installed	
		under the scheme and the telecom traffic generated & registered from each	
	Administrator and/or TRAI as and		
	when and in whatever form desired.	cause for this tender accordingly.	
	The USP shall submit mandatory		
	quarterly and other periodic network		
	reports to TRAI with a copy to		
	Administrator, USOF.		
		•	
No. 38)			S.No. 22 above.
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		0	
		5	
		•	
		monthly report have actually been	
	· •	 (Pg. No. 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 eNode-B, 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. 6.3 (Pg. PROVISIONING OF 4G BASED 	 5.10.4 (Pg. No. 36) 5.10.4 (Pg. No. 38) 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 eNode-B, 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. 6.3 (Pg. No. 38) No. 38) PROVISIONING OF 4G BASED No. 38) PROVISIONING OF 4G BASED No. 38) MOBILE SERVICES The USP shall ensure that the mobile connections as mentioned in the subsidy support from USO Fund. A certificate to this effect is to be provided by the USP in the monthly

24	6.6.2 (Pg. No. 39)	report in the prescribed proforma, Annexure-12. For any shortfall in providing the required number of infrastructure sites and providing the 4G based mobile services (commissioning of eNodeB) after thirty days of the expiry of the Roll-out period as per Clause 6.5, the Administrator shall	provided mobile service in the area being served by the eNode-B installed with the subsidy support from USO Fund. Instead of out-rightly denying any relaxation, the genuine cases of delay should be given due consideration and justification be reviewed on case to case basis. Conditions related to Roll out, LD and other penalties should be waived off for all such genuine cases where the	As per Tender, However. consideration will be taken during implementation as per terms and conditions of contract/agreement
		Clause 6.5, the Administrator shall be entitled to impose and recover Liquidated Damages at the rate of 2% of the Category-specific Representative Rate per site, as specified in the tender, for those Infrastructure sites for each calendar month of delay or part thereof, subject to maximum of five months delay i.e., max LD shall be 10% of the Category specific Representative Rate for each site, beyond a grace of one month as per Clause 6.6.1.	for all such genuine cases where the delay caused is beyond the control of USP. LD may be imposed except in genuine cases of delay. Reference Andaman and Nicobar USOF Project, Addendum 1, serial number 3, page 2, it is stated as follows: "As per RFP, except verifiable delays for sites falling in Defence/Forest area and delay is on part of agencies despite timely submission of formal request by the bidder will be considered by USOF on case to case basis".	
25	7.2.7 (Pg. No. 41-42)	Penalty for interruption: 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	Same may be considered here as well. USOF Specification of availability of 98% (on a per site basis) is stringent even by TRAI norms. TRAI Quality Norms, are measured at Circle Level, after exempting 2% of the	Please refer clarification at S.No. 7 above.

		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.	worst performing sites. For the left out sites, overall availability should be better than 98%. USOF should consider an interruption allowance of up to 7 days (cumulative) in a quarter which was defined in the USOF NESA Tender that is under execution. This is reasonable especially considering the very remote and difficult terrain.	
26	10.16 (Pg. No. 49)	RURAL CONNECTIONS means the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the eNode-B site installed with the subsidy support from USO Fund.	We understand that the meaning of rural connections here is the peak latched customers to the installed BTS as the BTS shall be serving all customers irrespective of the village they are from. As per the ongoing Meghalaya USOF	Please refer clarification at S.No. 22 above.
27	Annexu re-12 (Pg. No. 72)	Monthly Statement : No. of Mobile Connections provided	project, Clause 5.10.4 reads as "The USP will keep a record of peak latched customers to the eNodeB installed under the scheme and the telecom traffic generated & registered from each site." So it is requested to amend the cause for this tender accordingly. This be replaced with "No. of Mobile Connections Served (Peak Latched customers)" basis for the same reason mentioned above.	

20	E 7 0	The establish handwidth charges	1 Will the required Catellite Devidth	1 Queeneeful hidder has to
28	5.7.2	The satellite bandwidth charges	1. Will the required Satellite Bandwidth	1. Successful bidder has to
	(Pg. No.	shall be separately provided	be reserved by BSNL /USOF on the HTS	arrange Satellite Bandwidth at
	35)	quarterly to the USP over and above	satellites GSAT 19/GSAT 11 for the	its own cost.
		EQS for 8 Mbps bandwidth per site,	services for the entire service period for	
		for maximum 15% (227)sites for	these sites. (As is being done for the	
		maximum up to 2 years, based on	A&N USOF tender site locations).	
		actual deployment of VSAT media,	2. The 15% cap on the maximum sites	2. As per tender.
		atthe rate Rs. 2.11 Lakh per Mbps	should be increased to 25% since the	
		perannum or the actual rate on	sites are very remote and in very difficult	
		whichpaymentis made by USP,	terrains.	
		whichever is lower.Therefore, USP	3. Since these sites are extremely	3. As per tender.
		may convert these VSATsites on	remote and alternate media of fibre and	
		microwave/OFC backhaul before	microwave may not reach in 2 years.	
		2 years from the date	Therefore, it is suggested that the	
		ofcommissioning.	satellite bandwidth charges may be	
			provided for at-least 10 years. 25%	
			should be allowed for the first 2 years,	
			20% for next 4 years, and 15% for the	
			balance 4 years period.	
			4. The satellite bandwidth subsidy of Rs	As per tender.
			2.11 Lakhs/Mbps does not cover all the	
			bandwidth costs and the prevailing	
			Tariffs in the market. The Subsidy	
			amount should be at least Rs.4.00	
			Lakhs/Mbps to cover the Bandwidth,	
			Regulatory cost such as LF, SUC, WPC,	
			NOCC charges and Operations, HUB	
			costs etc.	
29	5.10(Pg	QUALITY OF SERVICE	Relaxation may be required for VSAT	As per Tender.
	. No. 36)	PARAMETERS	sites since these sites will be very remote	
	,		and inaccessible at times.	

30	4.2.8 (Pg. No. 27)	DoT/USOF will consider to refer issues such as security and protection for sites etc. to State Governments, where their intervention is required. However, Rollout 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.	Relaxation may be required for VSAT sites since these sites will be very remote and inaccessible due to local bodies or bad climate.	As per tender.
31	5.3.3 (Pg. No. 33)	Towers shall be located in the villages as specified in Appendix-1 of the Tender Document to provide 4G based mobile services in those areas.	During deployment of other USOF projects, following situations have been faced: 1. Suitable Site for tower is just outside the village boundary, and can provide the complete coverage more efficiently than building the tower within the village. 2. Site installed outside the village boundary can cover more than one un- covered village. 3. Due to hilly terrain, the site inside the village cannot cover whole village but instead site installed on some hilltop can cover the village better. It is recommended that the clause be suitably modified to allow the successful TSP to install the sites in such a way that it provides the intended coverage to the uncovered village. Since the subsidy is provided on the basis of site therefore it should not be	As per tender

			mandatory to install the site inside the village.			
32	3.2.4 (Pg. No. 13)	(g) To maintain the desired quality of service (QoS), as per the TRAI recommendations/ guidelines. (Uptime of minimum 98%).	TRAI guidelines of QoS upto 98% are averaged over all the sites installed in a circle and not on site by site basis. It is not possible to apply 98% on individual site basis and in fact it was deliberated in TRAI and was dropped at the time of regulation formulation. These sites are extremely remote and would fall in the category of outlier even while implementing TRAI's regulation. Therefore, the norm should be modified from 98% to 90% averaged over all sites installed under USOF project. Alternatively, the service provider shall meet TRAI's QoS parameters at project level which should suffice the requirement for this purpose.	Please refer S.No. 7 above.	clarification	at
33	3.5.11 (Pg. No. 16)	Installation of tower and associated infrastructure in an uncovered village is not required if it is already covered from any type of technology i.e. 2G or 3G or 4G or through a combination thereof through any TSP. The same should be duly justified and certified by the USP.	It is proposed that villages having 2G coverage should not be excluded from the scope. The tender specifies, 512KBPS as minimum data rate. A 2G (2.5G – GPRS) may not be able to	As per tender.		

			clearly defined in the tender itself so as to avoid any ambiguity at later date.	
34	5.5.2 (Pg. No. 34)	Battery specifications provided 800 AH VRLA type. Standby power source DG (7KVA) or Solar of adequate capacity	Since the uptime and QoS parameters are already defined, the Choice of battery should be left to the bidder and batteries of better/newer technologies like Li-ion should be acceptable. Further, the capacity required in Li-ion battery can be lesser than VRLA due to faster charge/discharge and also ability to deep discharge. This factor may also be kept in mind. Also capacity of 800AH and DG capacity of 7 KVA is not compatible with each other as 7 KVA genset can't charge 800 AH batteries.	As per tender. Further the capacities of Battery, DG set, etc. are the minimum capacity required. Bidder may increase the capacity as per requirement.
35	5.14 (Pg. No. 37)	Adequate number of Mobile Charging Facilities shall be provided at each location to the users. The equipment shall support charging of at least four mobile phones simultaneously. The facility shall be available on 24x7 basis. Renewable Energy Technology (RET) based mobile charging facility is desirable.	Mobile charging facility – is this to be offered free? Who will maintain and take care of the facility? Can this be on chargeable basis where small service charge is levied to offset cost of care taker and O&M?	As per tender
36	Appendi x-1(Pg. No. 84)	Site Locations and Details	Out of 2374 villages, as per Initial assesment, 125 villages Lat Longs are missing. Correct and missing lat-long to be provided in order to assess the overall design.	Some sites Lat/Long could not be obtained. Site location has already been provided. Bidders are advised to arrange Lat/Long during the survey.

37	5.6.1 (Pg. No. 35)	Data communication services: Minimum 512 kbps at cell boundary at 4 KM.	These areas are deep forest/Hilly areas with highly dense vegetation, therefore 4Km coverage is not possible from a conventional 30/40 m tower. Moreover, throughput depends on various factors like no. of concurrent users, their locations, application used, etc. therefore. Ensuring min 512 Kbps at cell boundary can't be guaranteed. The requirement of a minimum data speed of 512 kbps at cell boundary at 4 Km needs to be relaxed wherever due to dense vegetation and coverage shadow in hillside terrain is there. Further, it was clarified in respect of USOF Meghalaya Tender of 2020 vide SI. No. 4 of Addendum-1 dated 27-03- 2020 that 4 Km specification is for capability of eNode-B for coverage of 4 Km and that actual coverage is to be decided by terrain/geo-climatic conditions. It is requested that same	Please refer S.No. 13 above.	clarification	at
38	5.10.1 & 5.10.2 (Pg. No. 36)	The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied. The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time	clarification may be applied for this RFP. These TRAI QoS are defined for LSA level (state) level where millions of samples are collected. Although the network quality will be good, still these villages may have challenges in meeting some of the QoS parameters due to very less number of samples. So the TRAI QoS may be met only when sufficient	Please refer S.No. 7 above.	clarification	at

		to time. The USP shall adhere to such QoS standards and provide timely information as required therein.	samples are available from commercial subscribers. It is therefore requested that TRAI QoS parameters may be applied at the aggregate project level and not for individual tower sites, as that is against the letter and spirit of TRAI QoS regulations.	
39	4.2.1 (Pg. No. 26)	 (iii) Arrange Electrical power connection as specified in Section-V: Technical Conditions from the concerned State Electricity Boards/ Corporations 	 We are expecting that USOF will provide the support in the form of co- ordination with state government for timely availability of the electricity connection. Please confirm for this support. Can the electricity be provided at a concessional rates? 	 Necessary coordination will be facilitated by USOF, if required, without any relaxation in timelines. The rates of electricity will be as per applicable tariff to be borne by the bidders only
40	5.13.1 (Pg. No. 37)	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.	5 5 1 5	As per tender
41	5.7.5 (Pg. No. 35)	The backhaul equipment installed shall work without the need for Air-conditioning.	be installed, some of the VSAT OEMS may not have the temperature hardened VSAT Modems. Therefore it should be left the bidder.	The backhaul equipment is the responsibility of the bidder and necessary provisioning of air conditioning, if required, to be done by the USP only.
42	8.7.5 (Pg. No. 45)	The bidder with the lowest (L-1) valid offer for a Bidding Unit will be declared successful for signing of the Agreement, after examination of	beyond the prescribed 40/30 Meter as	USP may install the required tower height beyond the prescribed 40/30 Meter as per his network design. However,

		quoted values for Type-A and Type- B category of infrastructure. The category-specific subsidy values per site (discovered through tendering process) shall become the Category-wise Representative Rate per site (category wise) for the purpose of subsidy disbursement.	be a higher rate of subsidy as per the tower height. Further due to dense vegetation, and terrain issues, higher towers will be needed for most of the sites to ensure better coverage. Therefore, all sites should considered for higher tower height.	made as per approved
43		Other queries	The execution support would be required from various govt authorities for facilitating the permissions from EB, Security, Boarder permissions, forest, local govt bodies, Defence Forces, to facilitate the permission.	Necessary coordination will be facilitated by USOF in case of requirement.
44	5.3.1 (Pg. No. 33)	Table 5.1 30 M for A Type eNode-B and 40 M for B Type Enode-B (Ground Based Tower)	Tower height needs to be standardized to 40 M and 50 M as the height requirement is governed by LOS connectivity	As per tender.
45	6.5.2 (Pg. No. 38)	The successful bidder shall commission & provide 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.	from the date of agreement signoff considering challenging weather conditions, remoteness of villages, constrained road infrastructure and other	As per tender.
46	2.3.6 (Pg. No. 8)	Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e- Token.	Kindly confirm if the DSC holder and the person holding Power of Attorney have to be same? We understand that they can be different people from same organization.	As per tender.

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47	3.12. (i) (Pg. No. 18)	All the documents comprising a bid are to be mandatorily signed and submitted by the digital signatures of authorised signatory in whose favour Power of Attorney has been issued.	· · ·	As per tender.
48	3.12. (i) (Pg. No. 18)	All the documents comprising a bid are to be mandatorily signed and submitted by the digital signatures of authorised signatory in whose favour Power of Attorney has been issued.	Attorney mentioned in this tender may	As per tender.
49	3.16 (Pg. No. 20)	3.16.1. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned. 3.16.2. The power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the	Kindly confirm if the DSC holder and the person holding Power of Attorney have to be same? We understand that they can be different people from same organization. We understand that the Power of Attorney mentioned in this tender may be generic in nature e allowing the authorized person to submit bids for various tender/ RFPs for Government Department. Also there is no format for POA of attorney mentioned / defined in the RFP. Hence, POA may not be the tender specific having tender reference number, etc. Kindly confirm.	As per tender.

		Company/institution/ Body corporate.		
50	3.2.4 (ii) (Pg. No. 13)	 (ii) The successful bidders will be responsible for: a) Carrying out survey to identify the exact sites for installation of tower/eNode-B, and decide the 	2. Whether the RoW charges for laying OFC will be waived off like Bharatnet as these sites are also to connect villages under USOF scheme ?	 As per tender. RoW permission is the responsibility of the bidder. Necessary coordination will be facilitated by USOF, if required, without any relaxation in timelines.

51	4.11 (Pg. No. 29)	INDEMNITY The USP shall indemnify the Administrator in respect of any damages, claims, loss or action against Administrator for acts of commission or omission on the part of the USP, its agents or servants	 indemnity to the following: i) any breach of applicable law by the USP ii) Any death, bodily injury caused by the USP iii) any damage to the Administrator's property caused by the USP 	
52	4.12 (Pg. No. 29)	SETTLEMENT OF DISPUTES & ARBITRATION 4.12.1. In the event of dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation within a period of 3 months. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The	Arbitrator should be mutually appointed by both the parties	As per tender.

		language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties."		
53	5.7.2 (Pg. No. 35)	The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps bandwidth per site, for maximum 15% (227) sites for maximum up to 2 years, based on actual deployment of VSAT media, at the rate Rs. 2.11 Lakh per Mbps per annum or the actual rate on which payment is made by USP, whichever is lower.	The RFP specifies subsidy at the rate of 2.11 Lakhs per Mbps, total of 8Mbps per site for 15% (227 Sites) of sites for 2 years. This is the basic bandwidth price as raw cost. PI note that this does not include following regulatory charges paid to Government of India : a) NOCC monitoring b) Hosting charges for the equipment at ISRO/BSNL premises c) DOT+WPC revenue share. The same should be taken into consideration while deciding the per Mbps subsidy. Also, there are operational costs with delivering the service through satellite including baseband cost amortization and hub operations. Also, the subsidy for Meghalaya tender was 3.68 Lakhs per Mbps for the concluded RFP. Hence its requested to allow any charges which are to be paid to government of India should be paid extra over and above the said subsidy amount of 2.11 Lakhs / Mbps	As per Tender.

54	5.7.2 (Pg. No. 35)	The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps bandwidth per site, for maximum 15% (227) sites	We would like to submit the fact that "All the sites were on satellite when the RFP came from BSNL in 2016 and may warrant higher number of VSAT sites than 15%". The number of sites on Satellite should be decided by the bidder and request DoT to provide the subsidy for up to 50% of the total sites. The reason is that infrastructure cost for setting a VSAT hub is not viable if the number of remote sites are restricted.	As per Tender.
55	5.7.2 (Pg. No. 35)	The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps bandwidth per site, for maximum 15% (132) sites for maximum up to 2 years	These locations are very remote and that is the reason that there is no telecom infrastructure available after so many years and we do not anticipate the situation to improve in next 2 years so we request the subsidy to be extended till 5 years from the date of acceptance. The infrastructure availability can be reviewed after 2 years.	As per Tender.
56	4.2.7 (Pg. No. 27)	Non-discriminatory access to BharatNet infrastructure would be provided, wherever available. However, the implementation of this project should not be linked to the progress of BharatNet.	As per clause 4.2.7, the non- discriminatory access of BharatNet Infra is allowed. BharatNet currently have both Fiber and Satellite Infra. Kindly confirm whether both infra can be used and BBNL shall provide the access to this infrastructure like Gateways, VSATs, MPLS links etc.	The clause is deleted.
57	5.7.3 (Pg. No. 35)	The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps and sites installed with microwave/OFC	Kindly provide Inbound and Outbound Bandwidth distribution of 8 Mbps and what is the concurrency. What is the per user throughput? Please advise.	As per Tender.

		backhaul should have minimum bandwidth of 15 Mbps.		
58	4.2.7 (Pg. No. 27)	Usage of BharatNet Infra	Can BBNL HTS Network under BharatNet Infrastructure be used by lead bidders to provide connectivity? Please confirm if any separate license fee has to be submitted for mobile backhauling application.	As per clarification at S.No. 56.
59	5.3.1 (Pg. No. 33)	Table 5.1 Minimum backhaul bandwidth : 8Mbps on VSAT	It is requested to USOF that access to HTS bandwidth is made available to bidders via VSAT Licensee. We understand that only using HTS Spot beam Satellite 8Mbps backhaul is possible on 1.2m 4W RF, else on traditional 36Mhz Satellite higher Antenna size upto 3.7m and RF upto 50W may be required making the Site unfeasible due to high Capex, logistics to tough terrain, Installation of these higher sizes antenna along with foundations.	As per Tender.
60	1.1 (Pg. No.3)	Provision of 4G based Mobile Services in Identified Uncovered Villages in Arunachal Pradesh & two districts of Assam (Karbi Anglong& Dima Hasao)	We understand that this tender is for providing 4G using media mix of VSAT, Microwave, Fiber as backhaul. However for VSAT Network, the LTE acceleration is required in client server mode. In case BBNL infrastructure is allowed to be used by USOF for Satellite, Is bidder allowed to Augument / Upgrade BBNL Jupiter Baseband's or Bidder is to co-	As per Tender.

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			locate their Baseband HUB in L-Band to	
			use the HTS Bandwidth. Kindly confirm	
61	3.2.4 (ii) (g) (Pg. No. 13)	To maintain the desired quality of service (QoS), as per the TRAI recommendations/ guidelines. (Uptime of minimum 98%)	We understand 98% of uptime is to be maintained for the network. Is bidder allowed to provide VSAT Media as backhaul in backup mode post 2 years of primary operation (15% of sites). The bidder may use the advantage of Satellite concurrency pools of 8Mbps accross multiple sites. For example 10 VSAT sites backhaul works in a pool of 8Mbps, So for 10 primary sites with 10% concurrency, if any one of primary sites goes down then the VSAT can easily serve as backup justifying the capex cost already deployed in the network for longer life span.	As per Tender.
62	1.2 (Pg. No. 3)	The first part (FLS), 49 %would be payable upfront on commissioning of tower and provision of 4G based mobile services from an infrastructure site and second part (EQS)50% of the subsidy shall be payable in 20 equated quarterly instalments. The satellite bandwidth charges shall be separately provided quarterly to the USP over and above EQS for 8 Mbps bandwidth per site, for maximum 15% (227) sites for maximum up to 2 years, based on actual deployment of VSAT media, at the	Kindly confirm that there will be GST currently @ 18% paid additionally over and above the said subsidy amount of 2.11 Lakhs per Mbps per annum as the Lead bidder needs to tie-up with VSAT Licensee to hire this Satellite bandwidth for 227 Locations. In case there is any GST relaxation available to bidder from DOT / USOF, its requested the circular / notification to be shared on the same which is duly acknowledged by ministry of finance	As per Tender.

		rate Rs. 2.11 Lakh per Mbps per annum or the actual rate on which payment is made by USP, whichever is lower.		
63	5.3 (Pg. No. 33)	Tower Height : 30M for A type eNode-B and 40M for B Type eNode-B (Ground Based Tower)		As per tender
64	5.3.2 (Pg. No. 33)	Tower shall conform to Generic Requirements of Telecom Engineering Centre GR No. GR/TWR-11/01.DEC 2004 for 30 and 40 M height	unipole can also provide the required coverage. For Mobile Coverage 30-40	As per tender
