

**Tender Document
for
Support from USO Fund
for
Provision of 4G Based Mobile Services**

in

**Identified Uncovered Villages and Seamless Mobile
Coverage Along NH-223 in Andaman & Nicobar
Islands (ANI)**

Tender No. USOF/TENDER/ANI/30-174-7/2015-USOF-BB (Vol. XII)

(Tendering Method: e-Tendering)

**Government of India
Ministry of Communications
Department of Telecommunications
Universal Service Obligation Fund**

**ROOM NO.706, SANCHAR BHAWAN
20, ASHOKA ROAD, NEW DELHI-110 001, INDIA**

Table of Contents

SECTION-I: Detailed Notice Inviting E-Tender	3
SECTION – II: E-Tendering Instructions To Bidders	8
SECTION – III: General Conditions	12
SECTION – IV: Commercial Conditions	25
SECTION – V: Technical Conditions	30
SECTION – VI: Operating Conditions	36
SECTION – VII: Financial Conditions	38
SECTION – VIII: Terms Of Financial Bid	43
SECTION – IX: Special Instructions To The USP	45
SECTION – X: Interpretation Of Terms/ Definitions	46
ANNEXURE-1: Licensed Service Areas For Cmts/ Uas/UI Licensees	47
ANNEXURE-2: Site Details	48
ANNEXURE-3: Bid Form	50
ANNEXURE-4: Bidder's Profile & Details Of Telecom Service Licences Held By The Bidder	51
ANNEXURE-5: Compliance Statement	53
ANNEXURE-6: Proforma For Earnest Money Deposit Bank Guarantee	54
ANNEXURE-7: Proforma For Performance Bank Guarantee	56
ANNEXURE-8: Financial Bid Form (Price Schedule)	58
ANNEXURE-9: Format For Certification Of Subsidy Claim	60
ANNEXURE-10: Proforma For Self Certification By Universal Service Provider	64
ANNEXURE-11: Format For Auditor's Report On Statement Of Claim For Subsidy From Us of	68
ANNEXURE-12: Monthly Statement	69
ANNEXURE-13: Format For The Certification For Continuation Of The Services Status	71
ANNEXURE-14: format for installation of towers in addition/deletion to the proposed towers	72
ANNEXURE-15: Format For Request For Shifting Of Towers	73
ANNEXURE-16: Monthly Statement Of Progress Of Project Implementation	74
ANNEXURE 17: Integrity Pact	75
APPENDIX-1: Site Locations And Details	80

SECTION-I: DETAILED NOTICE INVITING E-TENDER
Government of India
Department of Telecommunications
Universal Service Obligation Fund

Tender No. USOF/TENDER/ANI/30-174-7/2015-USOF-BB (Vol. XII)

Dated: 08.05.2020

- 1.1. On behalf of the President of India, Digitally Sealed Online tenders are hereby invited from eligible bidders for the USOF Supported Scheme for “Provision of 4G based mobile services in Identified Uncovered Villages and Seamless Mobile coverage along National Highways in Andaman & Nicobar Islands” (ANI). Support from USO Fund shall be provided to the successful bidder(s) based on Representative Rates (RR) arrived through a two-stage e-bidding process, as per the financial terms and conditions specified herein.
- 1.2. The Representative Rate (RR) of subsidy support i.e. market discovered subsidy as the outcome of this tender process, would be provided in two parts as mentioned in Section-VII of this RFP document. The first part (FLS) would be payable upfront on commissioning of tower and provision of 4G based mobile services from an infrastructure site and second part of the remaining subsidy shall be payable in 20 equated quarterly instalments.
- 1.3. For and on behalf of the President of India, the Administrator, Universal Service Obligation Fund, (hereinafter referred to as “Administrator”) proposes to enter into Agreement(s) for the above scheme in the following Bidding Unit:

Sl. No.	Bidding Unit ID	No. of Towers to be quoted for bidding in uncovered villages	No. of Towers to be quoted for bidding along National Highways	Total Towers/sites	Earnest Money Deposit Amount (Rs. In Crore)
1	Andaman & Nicobar Island	82	42	124	6.86

- (a) Andaman & Nicobar Islands are part of West Bengal Licensed Service Area. The definition of local areas with regard to the West Bengal Licensed Service Area as applicable to this license is as per definition applicable to CMTS/ UASL/ UL Licenses.
- (b) Reorganization of LSA or Metro City or change of Local Area, if any, during the operative period of the Agreement will have no effect on the territory comprised in Bidding Unit.
- 1.4. Bids are invited for the Bidding Unit, as stated in Clause 1.3, for provision of 4G based mobile coverage in “Provision of 4G based mobile services in Identified Uncovered Villages and Seamless Mobile coverage along National Highways in Andaman & Nicobar Islands” where there is no existing mobile coverage. The list of identified uncovered villages to be provided with mobile services and portions of National Highways to be provided with seamless mobile coverage is enclosed at Appendix-1 of the Tender Document. The USOF shall enter into Agreement with the successful bidder (Universal Service Provider) for the aforementioned bidding unit.
- 1.5. The number of towers to be installed & commissioned, as stated in Clause 1.3, are estimations and Administrator USOF reserves the right to vary the quantity to the extent up to +20% of specified number of towers, as a result of actual survey to be carried out by the successful bidder or due to any other reason, without any change in

the Representative Rates so arrived at after the bidding process or other terms & conditions of the Agreement.

- 1.6. The percentage variation permitted for number of towers in the bidding unit shall be up to +20% of the numbers specified herein. Installation of tower and associated infrastructure in a given location is not required if it is already covered from any 2G/3G/4G services provided by any other TSP. The same should be duly justified and certified by the USP.
- 1.7. It shall be the responsibility of the successful bidder to set up (i.e. Supply, Install, Test, Commission), Operate, Maintain and Manage the respective infrastructure sites required for effective provision of 4G mobile coverage in the identified uncovered village and along National Highways and provide 4G mobile services for the period as per the terms and conditions laid down in the Agreement. The Agreement to be signed between USOF and successful bidder will be based on the conditions stipulated in the Tender document.
 - 1.7.1 SUPPORT AT THE REPRESENTATIVE RATES, FOR EACH BIDDING UNIT, EMERGING FROM THE BIDDING PROCESS SHALL BE GIVEN FOR PROVISION OF 4G BASED MOBILE SERVICES, FOR THE APPROVED SURVEY SITES (TOWER LOCATION), ON PRODUCTION OF CERTIFICATES AS PER THE FORMATS PRESCRIBED IN THE TENDER DOCUMENT.

1.8. Public Procurement (Preference to Make in India):

- 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 –" as amended from time to time shall be applicable for this tender along with relevant references.
- 1.8.2 The bidder shall comply with Public Procurement (Preference to Make in India) Order 2017, on account of verification of local content.

1.9. PURCHASE / AVAILABILITY OF TENDER DOCUMENT

- 1.9.1 Tender Document is available in public domain at USOF (<http://www.usof.gov.in/>) Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) websites and can be downloaded free of cost. The bidders have to submit Rs. 25,000/- (Rupees Twenty-Five Thousand only), non-refundable, in the form of an Account Payee Demand Draft drawn on any Scheduled Bank in New Delhi, in favour of the "Pay & Accounts Officer (HQ), Department of Telecom, New Delhi" payable at Delhi towards tender document fee, along with the techno-commercial bid (off-line documents). (A bidder participating in the e-bidding process has to pay Rs. 25,000/- only irrespective of the number of bidding units for which bids are submitted).
- 1.9.2 For e-bidding process a bidder is required to register compulsorily and complete all the required formalities on the E-tender portal at URL <https://eprocure.gov.in/eprocure/app> (if not registered earlier).
- 1.9.3 USO Fund has decided to use process of e-tendering for inviting this tender and thus the hard / paper copy of the tender would not be sold.
- 1.9.4. The tender document shall not be available for downloading/ submission on expiry of closing date of the bidding process.

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.
- 1.10.2 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.
- 1.10.3 Universal Service Provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USOF will enter into agreement only with Universal Service Provider which will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.

1.11 BID SECURITY/ EARNEST MONEY DEPOSIT

The Bidder for the scheme shall furnish an EMD issued by any Scheduled Bank for the amount as shown against the Bidding Unit, as stated in Clause 1.3, through:

- (a) Demand Draft/ Banker's cheque drawn in favour of "Pay & Accounts Officer (HQ), Department of Telecom, New Delhi" and payable at New Delhi;
Or
Bank Guarantee as per the format given in Annexure-6 of the tender document.
- (b) The EMD should be valid for 45 days beyond the initial bid validity of 180 calendar days from *the Bid Opening Date* i.e. 225 days (and extendable at the request of the Administrator for a further period of 180 days) for the Bidding Units.
- (c) No interest shall be payable for the sum deposited as EMD.

1.12 TIME LINES FOR VARIOUS ACTIVITIES OF THE TENDER

Sr.	Stage	Date
1	Issue of NIT on DoT/USOF website	08/05/2020
2	Start date/ Time of availability Tender Document on e-tender portal for downloading / start of e-bidding process (https://eprocure.gov.in/eprocure/app)	08/05/2020 17:30 Hrs.
3	Pre-bid meeting Venue: Conference Room, Sanchar Bhawan, Ashoka Road, New Delhi – 110 001.	15/05/2020 11:30 Hrs.
4	Last Date/ Time for submission of Pre-Bid queries	22/05/2020 17:30 Hrs.
5	Last date for download of Tender document from e-tender portal	18/06/2020 13:00 Hrs.
6	Bid / tender closing date - Last date and time for submission of online bids (Both Techno-Commercial & Financial) and offline documents.	18/06/2020 14:00 Hrs.
7	Time and Date for Public opening of Techno-Commercial Bid.	19/06/2020 15:00 Hrs.
8	Declaration of Successful Techno-Commercial Bidders	To be notified later
9	Opening of Financial bids	
10	Declaration of Shortlisted bidders of Financial Bids	

11	Notice for entering into an Agreement (Issue of Letter of Intent)	
12	Acceptance of Offer for Agreement	
13	Submission of Performance Bank Guarantee by successful bidders	
14	Signing of Agreement	

NOTE: The dates of events may be changed at the discretion of Administrator without assigning any reason. Such change of dates, if any, will be suitably notified on USOF website www.usof.gov.in and the e-Tendering portal.

In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to the next working day at the same schedule time. Any change in bid opening date due to any other unavoidable reason will be duly intimated.

1.13 DATE OF OPENING OF BIDS

The tenders shall be opened as per the schedule provided in Clause 1.12 or as notified separately by the tendering authority.

1.14 PLACE OF OPENING OF BIDS

1.14.1 The tenders shall be opened through “Public Online Tender Opening Event (POTOE)”.

1.14.2 Maximum two authorized representatives of each bidder can attend the TOE in the Sanchar Bhawan, New Delhi, where USOF/DoT’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

1.15 Tender bids received after due time and date will not be accepted.

1.16 Incomplete, ambiguous, conditional Bids are liable to be rejected.

1.17 Administrator, USOF reserves the right to accept or reject any or all tender bids without assigning any reason. Administrator is not bound to accept the lowest tender.

1.18 The Bidder shall ensure that no addition / deletion/ corrections have been made in the downloaded Tender document being submitted and it is identical to the Tender document appearing on the e-Tendering Portal. A self-certificate in this regard is to be submitted along with techno-commercial bid.

1.19 In case of any correction/ addition/ alteration/ omission in the Tender submitted as a part of the submission of Bid, the Bid shall be treated as nonresponsive and shall be rejected summarily.

1.20 Integrity Pact program is to be implemented for this tender for which signing of integrity pact is mandatory for the buyer and bidder. Format of integrity pact is provided in the tender. IEM appointed by DoT shall oversee the implementation of Integrity Pact Program. Name and address of IEMs are as below:

1. Shri Arvind Kumar Arora, IDSE
Ex. Director General, Indian Defence Service of Engineers, Ministry of Defence
B-333, Chittaranjan Park
New Delhi – 110019
Email: arvindarora2016@gmail.com
Phone: 011-26273406

2. Shri Pradeep Kumar Gupta
Ex Spl Director General, Central Public Works
Department, T-17, Green Park Extension,
New Delhi - 110016
E-mail: pradeepkgupta53@gmail.com
Phone: 011-26191696

1.21 Any queries in respect of the Tender document, if any, can be sent to E-mail ID and address of this office:

**Director (VSB), USO Fund, DoT
Room No. 515, Sanchar Bhawan,
New Delhi - 110 001
Phone: 011-23724623
E-mail ID: vilas.burde@gov.in**

SECTION – II: E-TENDERING INSTRUCTIONS TO BIDDERS

2.1 GENERAL

- 2.1.1. Submission of Bid only through online process is mandatory for this Tender.
- 2.1.2. For conducting Electronic Tendering, USOF is using the Central Public Procurement Portal (CPP Portal) (<https://eprocure.gov.in/eprocure/app>).

2.2 TENDER BIDDING METHODOLOGY

- 2.2.1 Sealed Bid System: **'First Stage - Two Envelopes'** after opening of Financial-part (Financial & Techno-commercial bid shall be submitted at the same time).
- 2.2.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 2.2.3 More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

2.3 REGISTRATION:

- 2.3.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrolment"** on the CPP Portal which is free of charge.
- 2.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e Mudhra etc.), with their profile.
- 2.3.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.3.6 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.

2.4 SEARCHING FOR TENDER DOCUMENTS

- 2.4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2.4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.5 PREPARATION OF BID

- 2.5.1 Bidder should take into account all the corrigendum/ addendums published on the tender document before submitting their bids.
- 2.5.2 Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 2.5.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.6 SUBMISSION OF BID

- 2.6.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.6.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2.6.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.6.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.6.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.6.7 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.6.8 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.7 ASSISTANCE TO BIDDERS

- 2.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.7.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 2.7.3 For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5.
E-Mail: support-eproc[at]nic[dot]in

2.8 PUBLIC ONLINE TENDER OPENING EVENT (TOE)

The bids shall be opened online on the CPP Portal after the last date/ time of bid submission. Authorized representatives of bidders can attend the Online Tender Opening Event (TOE) from their offices also.

2.9 OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal (<https://eprocure.gov.in/eprocure/app>), and go to the "**Help for Contractors**" section.

Note: It is strongly recommended that all authorized users of Supplier/bidder organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

2.10 CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

- (i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
- (ii) Register your organization on CPPP well in advance of the important deadlines for your first tender on CPPP viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
- (iii) Get your organization's concerned executives trained on CPP well in advance of your first tender submission deadline on CPPP.
- (iv) Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to internet timeout, breakdown, et)

2.11 VENDORS' TRAINING PROGRAM

Vendor are advised to refer the Portal for trainings on CPP Portal at URL- <https://eprocure.gov.in/cppp/trainingdisp/>

SECTION – III: GENERAL CONDITIONS

3.1. INTRODUCTION

- 3.1.1. **FOR AND ON BEHALF OF** the President of India, the Administrator, Universal Service Obligation Fund, Department of Telecom, proposes to enter into Agreements with USPs for “PROVISION OF 4G BASED MOBILE SERVICES in Identified Uncovered Villages and Seamless Mobile Coverage Along National Highways in ANDAMAN & NICOBAR ISLANDS” as described in Section-I and as per details provided in Appendix-1.
- 3.1.2. The terms and conditions of this tender document apply at all stages of the bidding process (from submission of initial bid till signing of the Agreements) and the bidders must ensure compliance to these conditions at each stage of the process.
- 3.1.3. Administrator reserves the right to disqualify any bidder, for non-compliance to these conditions at any stage of the bidding process.
- 3.1.4. Technical, Commercial, Operating, Financial Conditions, Terms of Financial Bid, Special Conditions and other General conditions are given in this Tender Document. The Agreements containing terms and conditions, will be broadly in line with this tender document including clarification(s) issued, if any. The Agreement(s) will be signed with the successful bidder(s) against each bidding unit.
- 3.1.5. The USPs shall always be liable to perform the obligations under these Agreements during the validity period of the Agreements. After the expiry of the agreement period, the responsibility of operation and maintenance of the equipment installed for provision of mobile services shall lie on the owner operator i.e. USP.

3.2. SCOPE OF THE SCHEME

3.2.1. INTRODUCTION

- (i) Universal Service Obligation means the obligation to provide access to telegraph services to people in the rural and remote areas at affordable and reasonable prices.
- (ii) The Universal Service Obligation Fund (USOF) has come into force w.e.f. 01.04.2002 under the Indian Telegraph Act 1885 as amended by Indian Telegraph (Amendment) Act, 2003. The Indian Telegraph Act has further been amended through the Indian Telegraph (Amendment) Ordinance 2006. The implementation of USO Fund is governed by the Indian Telegraph (Amendment) Rules 2004 and subsequent amendments in 2006, 2008, 2011, 2013 & 2014.
- (iii) The USOF provides financial support to eligible entities for meeting the Universal Service Obligation for various activities under Stream-I to Stream-VI.
- (iv) The present tender is to implement the provisions contained in the Indian Telegraph Rules and has been formulated under the powers vested in the Administrator in accordance with Rule 524 (i) of the Indian Telegraph Rules, 1951. It is contemplated to provide financial support for “PROVISION OF 4G BASED MOBILE SERVICES in Identified Uncovered Villages and Seamless Mobile Coverage Along National Highways in ANDAMAN & NICOBAR ISLANDS” (ANI under Stream-III of Indian Telegraph (Amendment) Rules, 2006.

3.2.2 OBJECTIVE AND SCOPE OF THE SCHEME

- (i) Objective of the scheme is to provide financial support from USO Fund for CAPEX & OPEX for a period of five years, for “PROVISION OF 4G BASED MOBILE SERVICES in Identified Uncovered Villages and Seamless Mobile Coverage along National Highways in ANDAMAN & NICOBAR ISLANDS” where there is no existing mobile coverage.
- (ii) In line with the provisions related to Green Telecom in NDCP-2018 policy, the Scheme is designed to use Renewable Energy Technologies (RETs) at the discretion of bidder.
- (iii) USP, at its discretion, shall share infrastructure with other Licensed Service Providers, subject to compliance of the guidelines /instructions issued by DoT in this regard. However, there shall not be any additional financial support from USOF.

3.2.3 DELIVERABLES

- (i) Deliverables of the Scheme shall be provision of mobile coverage in specified hitherto uncovered village and seamless mobile coverage along National Highways, as per the terms and conditions of the USOF Tender. It shall include, inter alia, commissioning of infrastructure and continued provision of mobile services in specified uncovered villages and along National Highways in Andaman & Nicobar Island in compliance with DoT Licenses and TRAI Regulations, as applicable.
- (ii) The successful bidders will be responsible for:
 - (a) Carrying out survey to identify the exact location of sites for installation of tower/eNode-B, and decide the exact number of towers and type of backhaul to be installed at each location considering the provisions allowed in tender document.
 - (b) Acquisition of site in the villages and along National Highways in ANI as specified in the Tender Document;
 - (c) Installation of telecom towers on the land acquired by the successful bidder in the villages and along National Highways as specified in the Tender Document;
 - (d) Provision of Electrical/Grid connection (where Grid-power available), Battery, and DG of specified capacity,
 - (e) Installation of eNode-B and associated equipment as per specifications in the Tender Document;
 - (f) Installation of Antennas and all other associated equipment as per specifications;
 - (g) Providing Backhaul as per the specifications and requirement in the tender.
 - (h) Commissioning of services and providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT.
 - (i) To maintain the desired quality of service (QoS) as per the TRAI recommendations. (uptime of minimum 98%).
 - (j) Continued Operation and Maintenance of the Tower and infrastructure created and provision of 4G mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of Ten years from the date of roll out of services.

- (iii) The successful bidders will have to submit following to USOF:
 - a. A Survey report covering assessment of exact number of towers and type of backhaul to be installed at identified land at each location given in the Appendix-I of the tender document.
 - b. Affidavits from the authorised signatory confirming the commissioning, operation & maintenance of mobile services through each tower towards claiming the subsidy for the individual tower, based on the Representative Rates, along with details of the infrastructure created with cost and specification in the prescribed format in this tender document;
 - c. Quarterly status reports on operation and maintenance of towers confirming that each tower is functional and efficiently providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT. Traffic volume of each ENODEB should also be reported.
 - d. Status reports on operation and maintenance of towers confirming that each tower is functional and efficiently providing 4G based mobile services consistent with the terms and conditions of the License Agreement signed with DoT.
- (iv) If any new tower location is received which is not a part of this tender document, then USP shall be ordered for provision of mobile services (4G) in these additional locations. However, total number of sites in any bidding unit shall be within +20% of sites mentioned in 1.3 of this tender document.
- (v) After deployment of the project, Social Impact Assessment by an independent agency shall be conducted by USP to ascertain the efficacy and utility of the project and submit a report to USOF which would provide input for further deployment and extension of the project.
- (vi) USOF shall have the right to appoint a TPA. The TPA shall randomly inspect, verify and certify the progress and completion of the work of mobile towers and mobile services on sample basis in each bidding unit. The TPA shall submit reports to USOF.

3.3. ELIGIBLE BIDDERS

- 3.3.1. 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.
- 3.3.2. Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.
- 3.3.3. Universal service provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USOF will enter into agreement only with universal service provider who will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.

3.4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Administrator will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.5. TYPE OF TENDER

- 3.5.1. There shall be two stage opening using two electronic envelopes. The techno-commercial bid shall be evaluated first and the financial bids of only those bidders whose techno-commercial bids are substantively responsive, shall be opened.
- 3.5.2. The financial bidding would occur in the form of e-bidding process, to arrive at a Representative Rate of subsidy support for infrastructure (tower/ENODEB) sites.
- 3.5.3. The bidders have to submit their financial bid(s) for the bidding unit, for which they desire to quote, for total subsidy payable in the Tender, calculated based on the Representative Rate and the number of tower sites specified herein.
- 3.5.4. Only one bidder will be selected for the bidding unit.
- 3.5.5. The unit of bidding will be as stated in Clause 1.3. Bidder shall quote for all the specified sites in a Bidding Unit. Otherwise, the bid will be rejected. The list of identified uncovered villages to be provided with mobile services and portions of National Highways to be provided with seamless mobile coverage is enclosed at Appendix-1 of the Tender Document. The Agreements shall be entered into with the successful bidder.
- 3.5.6. Bidder shall quote for all the sites specified in bidding unit as given at appendix-1. L-1 will be decided based on the total Quote for the bidding unit. Subsidy for each site (Tower Location) in a bidding unit will be determined as per L-1 Quote.
- 3.5.7. The successful bidders shall set up (i.e. Supply, install, test, commission), operate, maintain and manage the respective infrastructure sites required for effective provision of mobile coverage in the identified tower locations to provide 4G based mobile services for the period of the Agreement as per the terms and conditions laid down in the Agreement. The Agreement to be signed between USOF and successful bidder of will be based on the conditions stipulated in the Tender document.
- 3.5.8. The indicative locations (Latitude, Longitude) for each site are given at Appendix-1 in the Tender document. The successful bidder, based on field survey, shall determine the location for each site to ensure coverage of maximum population in the area, and finalize implementation plan in consultation with USOF. The percentage variation permitted for no. of towers in a bidding unit shall be up to +20% of the Quantities specified herein.
- 3.5.9. USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed and commissioned under the Scheme and will be limited to the number of sites finalized and approved by USOF.
- 3.5.10. Installation of tower and associated infrastructure at any given location is not required if it is already covered from any type of technology i.e. 2G or 3G or 4G through any TSP. The same should be duly justified and certified by the USP.

3.6. RIGHT TO VARY NUMBER OF INFRASTRUCTURE SITES AND TYPE OF ENODEB

The Administrator will have the right to vary the quantity to the extent of up to +20% in infrastructure/ ENODEB sites appendix-1 in the bidding unit based on the suitable justification provided by successful bidder after carrying out the survey of infrastructure sites without any change in the Representative Rates so arrived at after the bidding process, or other terms and conditions at the time of signing of Agreement.

3.7. THE TENDER DOCUMENTS

- 3.7.1. The 4G based mobile services to be provided; bidding procedures and contract terms and conditions are prescribed in the Tender documents.
- 3.7.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Tender documents or submission of the bids not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of the bid.

3.8. CLARIFICATION OF TENDER DOCUMENT

- 3.8.1. Prospective bidders, requiring any clarification on the Tender document shall notify/ send any of their queries on the conditions of this Tender document in writing to Director(VSB), USO Fund, DOT, Room No. 515, Sanchar Bhawan, Ashoka Road, New Delhi – 110001, or through E-mail at the e-mail id mentioned in the RFP so as to reach latest in accordance with the time lines given in Section I, Clause 1.12. The Administrator shall respond in writing to any request for the clarification of the Tender documents, which it receives in accordance with the time lines given in Section I, Clause 1.12. Consolidated replies to the relevant queries (without identifying the source) shall be uploaded on the e-Tendering Portal (CPPP) and USOF website.
- 3.8.2. The prospective bidders may submit queries in the following format:

S. No.	Section No.	Clause No.	Page No.	Brief Description of the Clause	Query Submitted By (Company Name)	Query / Clarification sought for
--------	-------------	------------	----------	---------------------------------	-----------------------------------	----------------------------------

- 3.8.3. Any clarification issued by Administrator in response to query raised by prospective bidders shall form an integral part of bid/ tender documents and shall amount to an amendment of the relevant clauses of the Tender documents.

3.9. AMENDMENT OF TENDER DOCUMENT

- 3.9.1. The Administrator may, for any reason, whether at its own initiative (suo- motu) or in response to a clarification requested by a prospective bidder, may modify Tender documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 3.9.2. The amendments, if any, shall be notified by Addendum through e-tendering portal to all prospective bidders. In addition, the amendments shall be notified on USOF website <http://www.usof.gov.in> . These amendments shall form part of Tender Document and shall be binding for compliance on the bidders.
- 3.9.3. In order to afford prospective bidders a reasonable time to take the amendments into account while preparing their bids, the Administrator may, at its discretion, extend the deadline for the submission of bids suitably so as to give reasonable time after such amendment.

3.10. DOCUMENTS COMPRISING THE BID

- 3.10.1. The Tender offer shall contain two parts: the first part will be named as Techno-Commercial Bid and will contain documents of bidder's compliance to Eligibility/

Technical & Commercial conditions and the second part will be named as Financial Bid containing financial quote.

3.10.2. There is single bidding unit in this tender. A Bidder can submit Financial Bid for the Bidding Unit. Earnest Money / Bid Security shall be submitted for the same

3.10.3. The bidder shall submit only one financial bid in respect of the Bidding Unit participated by the bidder, otherwise the bid shall be summarily rejected.

3.11. Techno-commercial Bid

3.11.1. DOCUMENTS TO BE SUBMITTED ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall submit online, as part of the Techno-commercial bid, establishing the bidder's eligibility as mentioned in Clause 3.3, the following documents:

- (i) Bid Form as per **Annexure-3**.
- (ii) 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 applicable for the scheme.
- (iii) Details of Telecom Service Licenses held by the Bidder Company and the allocated spectrum from WPC (CDMA/ GSM/ Microwave etc.) for the Scheme as per **Annexure-4**.
- (iv) Compliance to General, Technical, Commercial, Financial, Operating, Special Conditions and Terms of Financial Bid of the Tender Document for the scheme in the form of the Compliance Statement (**Annexure -5**).
- (v) Audited Annual Report of last three financial years.
- (vi) Copy of PAN card of the Company/ bidder.
- (vii) Certificate stating that none of the near relatives are working in USOF/DoT in accordance with Clause 3.30.

3.11.2. OFFLINE SUBMISSIONS

In addition to the above-mentioned documents submitted on-line, the bidder shall submit hard copies of the following documents offline to **Director (VSB), Room No. 515, Sanchar Bhawan, New Delhi** on or before the date & time of submission of bids specified, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- (i) EMD-Bid Security in Original. [Separately for each bidding unit]
- (ii) Demand Draft for Rs. 25000/ towards cost of tender document [irrespective of number of bidding units participated]
- (iii) Power of attorney [One for bidder]
- (iv) 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. [for each LSA]
- (v) Details of Telecom Service Licenses held by the Bidder Company and the allocated spectrum from WPC (CDMA/ GSM/ Microwave etc.) for the Scheme as per **Annexure-4**.
- (vi) Integrity Pact as per Annexure 17 [One for the bidder]

3.12. Financial Bid:

The bidder shall submit the financial bid form on-line with the financial quotes as per prescribed proforma for each bidding unit given in **Annexure-8** of the Tender Document. Signed scanned copy(ies) of the financial bid form shall be uploaded.

Note: 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.

3.13. BID SECURITY/ EARNEST MONEY DEPOSIT

3.13.1. Pursuant to Clause 1.3 and 1.11, the bidder shall furnish the Bid Security / EMD issued by any Scheduled Bank in favour of "Pay & Accounts Officer (HQ), Department of Telecommunications, New Delhi" and payable at New Delhi. Separate EMDs shall be submitted for each bidding unit by the bidder in which he wishes to participate.

3.13.2. The bid security is required to protect the Administrator against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Clause 3.13.6.

3.13.3. A bid not secured in accordance with Clause 3.13.1 shall be rejected by the Administrator for being non-responsive at the bid opening stage and archived unopened on e-tender portal.

3.13.4. After signing of Agreement, the Earnest Money Deposit will be returned to the successful bidder(s). The EMD of others, unless otherwise forfeited shall, also be returned within 30 days after signing of Agreement with successful bidder(s).

3.13.5. The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the Administrator pursuant to clause 3.14.

3.13.6. The bid security may be forfeited:

- (i) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- (ii) In the case of successful bidder, if the bidder fails:
 - (a) To sign the Agreement in accordance with Clause 3.25 of Section-III: General Conditions or
 - (b) To furnish Performance Bank Guarantee in accordance with Clause 3.25 of Section-III: General Conditions
- (iii) In both the above cases, the bidder shall not be eligible to participate in future tenders/ Eols/ RFPs floated by USO Fund for a period of three years from the date of issue of LOI.

3.14. PERIOD OF VALIDITY OF BIDS

3.14.1. The offer contained in the bid shall remain valid for a minimum period of 180 calendar days from the date of bid opening, further extendable by a period or periods not exceeding in all another 180 days at the request of the Administrator. The extension shall be with the consent of the bidder company. The period during which there is any stay on the bidding process by a court or tribunal shall be excluded while counting the number of days stated above.

3.14.2. A bid valid for a shorter period shall be rejected by the Administrator being non-responsive.

3.14.3. In exceptional circumstances, the Administrator may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security (EMBG) provided under Clause 3.13 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request for extension will not be permitted to modify his bid.

3.15. FORMAT AND SIGNING OF BID

3.15.1. The bidder shall submit the bid, online & through sealed envelope for offline submission, complying all eligibility criteria, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized signatory. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

3.15.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

3.16. POWER OF ATTORNEY

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 Company/ institution/ Body corporate.

3.17. SUBMISSION OF BIDS

3.17.1. Bids must be submitted by the bidder on or before the specified date & time indicated in Clause 1.12 of Section-I.

3.17.2. The Administrator may, at its discretion, extend this deadline for the submission of bids and subsequent milestones as given in Clause 1.12 and in such case all rights and obligations of the Administrator and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

3.17.3. Not more than one independent and complete offer shall be permitted from the bidder for each bidding unit.

Any bid received after the deadline for submission of bids prescribed by the Administrator, shall be rejected and returned.

3.18. MODIFICATION AND WITHDRAWAL OF BIDS

3.18.1. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

3.18.2. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

3.18.3. No bid shall be modified subsequent to the deadline for submission of bids.

3.19. COMPLIANCE

- 3.19.1. Clause-by-Clause Compliance to General, Technical, Commercial, Financial, Operating, terms of financial bid and Special instructions in the prescribed proforma as per **Annexure-5** shall be submitted. It should be clearly understood that any deviation shall not be accepted.
- 3.19.2. If at any later date, it is found that averments/facts submitted by the bidder in the bid based on which the bidder has been considered eligible or successful or has entered into the Agreement, is false or not true to the knowledge or belief of the bidder, Administrator reserves the right to disqualify the bidder. Agreement signed with a bidder based on such false information shall be cancelled without any notice and any other remedies available in terms of the Agreement shall be invoked.

3.20. OPENING OF BIDS

- 3.20.1. The Administrator through his nominee shall open bids in the presence of the authorized representatives of bidders online at time & date specified in Clause 1.12 of DNIT (Section-I). Techno-Commercial bids, which are accompanied by offline documents including requisite EMD, will only be considered for online opening. The bidder's authorized representatives, who are present, shall sign in an attendance register. The letter authorizing the representative to attend the bid opening shall be submitted on the letter head of the bidder company signed by the authorized signatory before they are allowed to participate in bid opening. The bidders may ensure that their authorized representative(s) attend the bid opening at first and every subsequent stage. Bids shall, however, be opened even if the authorized representative of a bidder company is not present in bid opening.
- 3.20.2. Maximum two representative of any bidder company shall be authorized and permitted to attend the bid opening.
- 3.20.3. The bidder's names, modification, bid withdrawals and the presence or absence of the requisite bid security deposit (EMD) and such other details as the Administrator or authorized person deems fit shall be announced at the time of bid opening.
- 3.20.4. Similar steps shall be taken for opening of subsequent financial bids.
- 3.20.5. If the date fixed for opening of bids is subsequently declared as holiday by the Government, a revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

3.21. CLARIFICATION OF BIDS

- 3.21.1. To assist in the examination, evaluation and comparison of bids, the Administrator or his representative may ask the bidder for any clarification of their bid. The request for the clarification and the response thereof shall be made in writing. Uniform time of two days shall be provided to all bidders, if clarifications are asked for by the Administrator. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 3.21.2. If any of the documents, required to be submitted along with the bids is found wanting, the offer is liable to be rejected at that stage. However, the Administrator at his discretion may call for any clarification regarding the Tender document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

3.22. PRELIMINARY EVALUATION

- 3.22.1. The Administrator shall evaluate the bids to determine whether they are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 3.22.2. Prior to the detailed evaluation pursuant to Clause 3.23, the Administrator will determine the substantial responsiveness of each bid to the Tender Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Tender Document without material deviations. The Administrator's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 3.22.3. A bid, determined as not substantially responsive will be rejected by the Administrator and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 3.22.4. The Administrator may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 3.22.5. The bids will be technically and commercially evaluated giving due consideration for their conformity to the pre-qualification criteria with regard to eligibility conditions, as stated in Clause 3.3 and compliance to General, Technical, Commercial, Operating, Financial and Special Conditions and Terms of Financial Bid as laid down in this Tender Document. All the criteria have to be met for the purpose of pre-qualification and there is no weightage attached to any of the pre-qualification parameters. However, failure to meet any of these criteria will disqualify the bidder. The qualified bidders will be short-listed and their financial bids will be opened, on a date declared after techno-commercial evaluation.

3.23. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 3.23.1. The Administrator shall evaluate in detail and compare the bids determined to be substantially responsive pursuant to Clause 3.22.
- 3.23.2. The Administrator shall evaluate the bids to determine whether they are complete, whether they are free from any computational errors. Arithmetical errors shall be rectified on the following basis.
- 3.23.3. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 3.23.4. The evaluation and comparison of responsive bids shall be done on the basis of the total rate quoted for the total subsidy payable under the Agreement for a bidding unit, calculated on the basis of the rates quoted for ENODEB infrastructure (Tower Location) against the benchmark values given in the Financial Bid Form in **Annexure-8** and other terms and conditions under Section-VII: Financial Conditions & Section-VIII: Terms of Financial Bid of the Tender Document.

3.24. CONTACTING THE ADMINISTRATOR

- 3.24.1. No bidder shall try to influence the Administrator or any of his officers or employees on any matter relating to the bids, from the time of the bid opening till the time the Agreement is signed.
- 3.24.2. Any effort by a bidder to modify its bid or influence the Administrator or any of his officers or employees in the bid evaluation, bid comparison or signing of the Agreement

shall result in the rejection of the bid and disqualification of the bidder from future bidding for a period to be specified by the Administrator.

3.25. SIGNING OF AGREEMENT

- 3.25.1. The successful bidder shall submit a Performance Bank Guarantee (PBG) as per **Annexure-7** of stipulated amount as per Clause 7.3 of Section VII: Financial Conditions of the Tender Document within Fifteen days from the date of issue of LOI and prior to signing of the Agreement. The Agreement will become effective from the date of signing.
- 3.25.2. In case the successful bidder does not furnish the PBG within the given time, their EMD shall be encashed and the amount forfeited. Such bidder will be disqualified from participating in further bidding process and blacklisted for a period of three years.
- 3.25.3. No extension of time shall be given for submission of PBGs. This will result in encashing Earnest Money/ Bank Guarantee and its forfeiture.
- 3.25.4. In case USP withdraws from the Scheme after signing of the Agreement, Administrator shall take action as per Exit Clause 7.6, Section VII: Financial Conditions and retendering may be done for the respective bidding unit.
- 3.25.5. The Integrity Pact as per Annexure-17 will be part of the agreement.

3.26. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Administrator reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to signing of Agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Administrator's action.

3.27. ANNULMENT OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of Clause 3.25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Administrator may enter into Agreement with any other bidder or call for new bids.

3.28. REJECTION OF BIDS

- 3.28.1. While all the conditions specified in the Tender documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the Tender documents. Non-compliance of any one of these shall result in outright rejection of the bid. The bids will be rejected at opening stage due to one or more of the following conditions:
 - (a) Bid security / EMD is not submitted as per Clause 3.13
 - (b) Bid validity is less than the period prescribed in Clause 3.14
 - (c) If the eligibility criteria as per clause 3.3 is not met and/ or documents prescribed to establish the eligibility as per Clause 3.11 are not enclosed
 - (d) If clause-by-clause compliance as per Clause 3.19 as well as deviation statements as prescribed are not given
 - (e) Prices are not filled in as prescribed in price schedule.
- 3.28.2. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions, as stated in Clause 3.28.1, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 3.28.3. Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 3.28.4. The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representation received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively.
- 3.28.5. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after signing of Agreement against the instant tender.
- 3.28.6. If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

3.29. ADMINISTRATOR'S RIGHT TO BAN BUSINESS DEALINGS

Administrator reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of USOF for a period of three years in case the bidder fails to honour his bid without sufficient grounds.

3.30. NEAR-RELATIONSHIP CERTIFICATE

- 3.30.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Alternatively, a certificate towards the fulfilment of the above requirement submitted by the Company Secretary of the company on behalf of Chairman or Managing director of the company/Authorised signatory who is authorised for submission of bid is also acceptable.
- 3.30.2. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the Administrator will not pay any damage to the company or firm or the concerned person.
- 3.30.3. The Company or firm or the person will also be debarred for further participation in all the forthcoming tenders of USOF.
- 3.30.4. The near relatives for this purpose are defined as:
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

3.30.5. The format of the certificate to be given is "I /we s/o r/o hereby certify that none of my relative(s)/ none of the Directors on the Board as defined in the tender document is employed in DOT / USOF as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Administrator shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

3.31. VERIFICATION OF DOCUMENTS AND CERTIFICATES

3.31.1. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

3.31.2. As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and the Administrator would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

3.32. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT

3.32.1. Mandatory Licensing requirements, policy guidelines, etc., with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

3.32.2. If the entity is found indulging in acts inimical to India's national security, the tender/agreement is liable to be terminated and matter will be reported to concerned authorities for suitable legal/criminal action.

SECTION – IV: COMMERCIAL CONDITIONS

4.1 The Bidding Unit-wise Agreement signed by the successful bidder (CMTS/UASL/UL) of the scheme with the Administrator shall be subject to the terms and conditions (including transfer, assignment or franchising) of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/Unified License/Migration or award of new license in lieu of CMTS/UASL.

4.2 RESPONSIBILITIES OF THE USPs UNDER THE SCHEME

4.2.1 The USPs would be required to, inter-alia, create the requisite infrastructure for provision of 4G based mobile services covering the following activities:

- (i) Installation of tower and requisite infrastructure at the identified location.
- (ii) Supply, install, test, commission and maintain Masts/Towers/ conforming to TEC GRs as specified in Section-V: Technical Conditions of the Tender Document.
- (iii) Arrange Electrical power connection as specified in Section-V: Technical Conditions from the concerned State Electricity Boards/ Corporations
- (iv) Supply, install, test and commission Renewable Energy Source, Batteries and Engine Alternators (Diesel Generator Sets) as specified in Section-V: Technical Conditions of the Tender Document for providing power backup with changeover arrangements.
- (v) Execute associated civil and electrical works as per the specifications prescribed in Section-V: Technical Conditions.
- (vi) Install the ENODEB equipment, antenna and the associated backhaul connectivity to their respective core networks in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (vii) Provide, operate and maintain the 4G based mobile services from all the sites in the specified villages for a Bidding Unit in accordance with the prescribed specifications in Section-V: Technical Conditions.
- (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.
- (ix) Solely responsible for installation, operation & maintenance of necessary equipment & systems, provision of services to the customers, treatment of subscriber complaints, collection of call-charges and issue of receipts thereof, and attending to claims and damages arising out of operations.
- (x) All other necessary actions to provide the deliverables as specified in Clause 3.2.4.

4.2.2 The infrastructure/ assets so created under this project shall be owned by the respective USPs.

4.2.3 USP shall ensure continued provisioning of 4G based mobile services, during the currency of the Agreement, in the identified uncovered villages as per the broad parameters of Agreement.

4.2.4 During the Agreement period, cost of change of equipment /spectrum, etc., if any, will have to be borne by the respective Universal Service Provider (USP).

4.2.5 Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide 4G based mobile services compliant with the terms and conditions of the License Agreement signed with DoT, after expiry of the Agreement signed with USOF.

4.2.6 Infrastructure created and services provided under this project will not be counted towards rollout obligations (as specified under the license conditions) of service providers.

4.2.7 Preferential Market Access:

Same as 1.8 of this document.

4.2.8 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.

4.2.9 DoT/USOF will consider to refer issues such as security and protection for sites, free RoW for aerial OFC etc. to UT/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 UT/State Government or any other concerned agency.

4.3. INSPECTION AND TESTS

4.3.1. The Administrator or his representative or the agencies authorized shall have the right to inspect and test the created infrastructure and provision of 4G based mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the infrastructure sites created by USPs, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the authorized agencies at no charge to the Administrator.

4.3.2. Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USPs shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.

4.3.3. If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, USOF shall give notice to the USPs setting forth details of such defects or failure and the USP shall at their own cost make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period not exceeding one month of the initial report. These replacements shall be made by the USP free of all charges at site.

4.3.4. Nothing in Clause 4.3 shall in any way release the USPs from any warranty or other obligations under this contract.

4.4. CHANGES IN AGREEMENT SIGNED

The Administrator may, at any time, by a written order given to a USP, make changes within the general scope of the Agreement in any one or more of the following subject to the condition that such changes will not have any major financial implications:

- (i) specifications of the Scheme
- (ii) the location and number of the towers; or
- (iii) The services to be provided by the USP

4.5. DURATION OF AGREEMENT

The Agreement shall be valid for a period of 12 Months + Ten years from the date of signing of the Agreement unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per Section VII: Financial Conditions of this document. Successful bidders shall be responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of Ten years from the date of effect of Agreement and also after the expiry of Agreement period, as the

telecom service providers under the license conditions are bound to provide services under the license terms.

4.6. EXTENSION OF AGREEMENT

The Administrator may extend, if deemed expedient, the validity of Agreement for such period and on such terms as may be mutually agreed.

4.7. MODIFICATIONS IN TERMS AND CONDITIONS OF AGREEMENT

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement signed with the USP, if in the opinion of the Administrator it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the service. The decision of the Administrator shall be final in this regard.

4.8. REQUIREMENT TO FURNISH INFORMATION

The USPs shall furnish to the Administrator, on demand, such documents, accounts, estimates, returns, reports or any other information as may be called for by the Administrator pertaining to the creation of infrastructure and provisioning of 4G based mobile services under the scheme.

4.9. TERMINATION OF AGREEMENT

4.9.1. The Administrator may, without prejudice to any other remedy available for the breach of any conditions of Agreement, by a written notice of 90 calendar days issued to the USP at its registered office, terminate the Agreement under any of the following circumstances:

- (i) Failure to perform any obligation(s) under the Agreement;
- (ii) Failing to rectify, within the time prescribed, any defect as may be pointed out by the Administrator.

4.9.2. The Agreement shall stand terminated forthwith in case the USP goes into liquidation or is ordered to be wound up.

4.9.3. Provided that if the respective CMTS/ UASL/UL license is terminated, as the case may be, then the Agreement for setting up and managing Infrastructure sites and provision of mobile services based on this bidding process shall also stand terminated forth-with.

4.9.4. Wherever considered appropriate, Administrator may conduct an inquiry to determine whether there has been any breach in compliance of the terms and conditions of the Agreement by the USP and upon such inquiry the USP shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type.

4.9.5. It shall be the responsibility of the USP to maintain the Quality of Service as per conditions of the Agreement during the period of notice for termination of Agreement; otherwise this shall be a cause for invocation and forfeiture of PBG.

4.10. ACTIONS PURSUANT TO TERMINATION OF AGREEMENT

4.10.1. Wherever the Agreement is terminated prematurely, retendering may be done for the respective bidding unit.

4.10.2. If the Quality of Service (QoS) had not been maintained as per standard prescribed hereto during the notice period, then no subsidy for the notice period shall be payable.

4.10.3. In case of termination of the Agreement before the expiry period, the prescribed PBG will be encashed and forfeited towards damages. Additionally, if it is found that the USP had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately by the USP to the Administrator on demand.

4.11. 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.

4.12. 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. 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 or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties." The cost of the arbitration shall be shared equally by the parties to the agreement. However, expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 4.12.2. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligation under this Agreement without prejudice to final adjustment in accordance with such award.

4.13. FORCE- MAJEURE

- 4.13.1. If at any time, during the continuance of the Agreements, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, 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 Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 4.13.2. The decision of the Administrator as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final, binding and conclusive.

4.14. SET OFF CLAUSE

- 4.14.1. In the event any sum of money or claim becomes recoverable from or payable by the USP to the Administrator either against the Agreement or otherwise in any manner, such money or claim can be (without restricting any right of set off for counter claim given or implied by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the USP under this Agreement or any other Agreement or Contract between the Administrator and the USP.
- 4.14.2. The aforesaid sum of money payable by the USP shall include any valuable security convertible into money.

4.14.3. After exercising the right of set off, a notice shall always be given immediately by the Administrator to the USP.

4.15. OTHER OBLIGATIONS

4.15.1. The provisions of the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 as amended or replaced, the rules made and orders passed under these statutes, so far as applicable, shall be binding on the USP.

4.15.2. The USP shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations of DoT/ TRAI as per provisions of the TRAI Act, 1997 as amended from time to time and instructions/directions as are issued by the Administrator.

4.15.3. The USP shall apply all due diligence in understanding all aspects of the project including the terrain, its remoteness and the possible handicaps, hurdles or reasons for delay and shall have no cause of grievance or abatement on this score.

SECTION – V: TECHNICAL CONDITIONS

5.1 GENERAL

- 5.1.1** The Technical Specifications of the scheme for provision of 4G based mobile services from the infrastructure sites set up in identified uncovered villages of the country are explained in the forthcoming clauses.
- 5.1.2** The requirements specified herein are the minimum requirements to be complied. USPs has to expand/ upgrade the ENODEB infrastructure to enhance capacity and advanced services based on the traffic and public requirement. However, support for 4G (Data + Voice) for mobile phones is mandatory.
- 5.1.3** The USP/successful bidder shall work within the framework of the Technical conditions of the CMTS/ UASL/UL Agreement. The Technical requirements of the scheme shall supplement “General Conditions” as contained in Section-III & “Commercial Conditions” as contained in Section-IV.
- 5.1.4** The USP/successful bidder shall abide by the existing land laws, labour laws, local customs and the best of prevalent latest practices in the Industry.
- 5.1.5** Administrator, USOF shall not be responsible for any breach of such Act(s)/ Law(s) by the executing entities for whatsoever may be the reason.
- 5.1.6** USP/successful bidder shall be solely responsible to set up, operate and maintain the 4G based mobile services in identified areas by installing the following Components:
- (i) Mobile Tower
 - (ii) eNode-B, BSC equipment (if required)
 - (iii) Associated antennas,
 - (iv) Backhaul connectivity to core networks,
 - (v) Power/RET arrangements and back-up
 - (vi) Other necessary equipment and
 - (vii) Associated civil and electrical works required to provide 4G based mobile services

5.2 The summary of number of sites to be commissioned in identified uncovered villages is at **Annexure-2**.

5.3 MAST/ TOWER

5.3.1 For provisioning of 4G services the network should be compliant to the below mentioned features as given in Table 5.1. USP may deploy the equipment to enhance capacity/capability as per traffic requirement.

Table 5.1

S. No.	Particular	4G Technical requirement
1	Tower height	40 M GBT
2	Carrier Power	Minimum 20 W per sector depending upon the population and coverage required
3	Technology	eNodeB shall be based on LTE technology, outdoor versions tower mounted and shall support remote electrical tilt.
4	Minimum no. of sectors	1/1/1

5	Antenna	Sectoral antenna with radiating power of 20 Watts per Sector
6	Receiver sensitivity	Receiver sensitivity shall be as per 3GPP standards
7	Minimum Radial Coverage	4 Km for normal conditions. The data rate should be minimum 512 Kbps for single user at the edge of the cell boundary.
8	Minimum Backhaul bandwidth	VSAT of 8 Mbps or OFC/MW of minimum 15 Mbps
9	Services	Full mobility for Voice services, network should support service continuity for Data services.
10	Network	Network should support 100 active users or 20% of the population whichever is higher for a site

5.3.2 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.

5.3.3 The towers shall be located at the identified tentative tower locations as specified in Appendix-1 of the Tender Document to provide 4G based mobile services in those areas.

5.3.4 The successful bidder shall make their own arrangements to get the further detailed map of the area to be covered or any other data relevant and necessary for planning & engineering of the 4G based mobile services. The USP has to ensure coverage in the villages and NH mentioned as in the Appendix-1 of the tender document.

5.3.5 The USPs are advised to verify non-availability of the coverage in the villages as specified in Clause 3.5.10 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. No subsidy shall be paid for installation of tower to cover partially covered villages.

5.3.6 SACFA clearance shall be the responsibility of bidder.

5.3.7 Each tower, including the antenna system and other equipment mounted on the tower shall be strong enough to resist winds with a velocity as indicated in Clause 5.3.2 and to suffer no serious vibrations or torsion, which may deteriorate the network performance. Under operational wind speed, torsion and sway of the structure shall be limited to ± 0.5 degrees, when carrying full or intermediate complement of antennas.

5.3.8 The USP shall be responsible for the safety during transportation, handling and erection of tower and associated equipment.

5.3.9 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.

5.3.10 To conform to Civil Aviation regulations, the masts/ towers shall be painted in alternate bands of international orange and international white, terminating with orange at top and the bottom, Height of each band should be not exceed 6 meters

and should not be less than 0.5 meters. The correct shade for the international orange corresponds to ISI shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint.

5.4 SIGN BOARD

The successful bidder/USP shall provide a signboard of size of at least 1.5 x 1 meter on the tower indicating on it the name of the village, as the case may be, date of installation and name of the IP/ USP and that the infrastructure site has been supported by USOF. The letters on the signboards should be bold enough so that the same are clearly visible from a distance of at least 10 meters.

5.5 POWER Requirement

5.5.1 Grid Power connectivity is to be provided.

5.5.2 For the purpose of backup power calculation, one (1) day battery autonomy has been taken in each site. Following combination of power source is to be provided for all sites.

Type of Energy source	Capacity
Battery requirement	Lithium-ion or VRLA battery to cater for 24 Hrs autonomy
DG Set /Solar Panel Wattage	10 KVA

5.5.3 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.

5.5.4 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.

5.5.5 The battery shall have Output Voltage (say -48V /-24V) depending on the eNodeB used.

5.5.6 Power unit should be complete with CCU/SMPS, Power distribution, auto switching unit and remote sensors.

5.5.7 Power plants are to be compatible with the batteries and are to be equipped with Battery Health Check systems and Remote Monitoring facility.

5.5.8 Suitable switching arrangement for inter connection between various items of CCU/SMPS Power Plants, Battery sets and their interconnection in switching cubicle and further power distribution to equipment as required for the ultimate capacity shall be provided.

5.5.9 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.

5.5.10 Integrated Power units supporting above functionalities may also be used.

5.6 eNode-B (evolved node B, essentially an LTE base station):

5.6.1 The eNode-B shall be based on LTE Technology. Minimum service requirements are:

- Voice Service,
- SMS
- Data communication services minimum 512 kbps at cell boundary at 4 KM.

5.6.2 The eNode-B shall be of Outdoor versions and preferably tower mounted.

- 5.6.3 Latest EMF Radiation norms of DoT shall be complied.
- 5.6.4 eNode-B complying to the requirements given in table 5.1 shall be provided.
- 5.6.5 eNode-B shall be capable for Omni and sectorized configurations.
- 5.6.6 The sensitivity of the eNode-B shall be better than -124dBm.
- 5.6.7 The Outdoor eNode-B shall be suitable for operation without air-conditioning. Outdoor eNode-B with proper protection with respect to dust, rust and other environmental degrading factors shall be provided. Minimum standard should be IP 66.
- 5.6.8 The eNode-B shall meet the service requirement mentioned in document issued vide DoT letter no. 1-4/2013-AS-IV dated 17.03.2015 for 4G mobile services.
- 5.6.9 Security – All data sent over the radio interface shall be encrypted.

5.7 BACKHAUL CONNETIVITY

- 5.7.1 Backhaul Technology may be either Optical Fibre Cable or Microwave or VSAT. BharatNet backhaul should be preferred wherever available.

BSNL is augmenting the satellite bandwidth available on ANI upto 4 Gbps. Out of this, 1 Gbps has been reserved for USOF schemes including mobile services. Therefore, no financial implication is anticipated for the successful bidder toward the cost of satellite bandwidth for one year.

- 5.7.2 Mobile towers with VSAT backhaul shall be initially for total sites in a bidding unit. The cost of the entire VSAT connectivity will have to be borne by the successful bidder except satellite bandwidth charges for one year.
- 5.7.3 The sites installed with satellite backhaul should have minimum bandwidth of 8 Mbps (since the bandwidth requirement is asymmetric in nature i.e. more for download than for upload, generally it is distributed in 65:35 percent ratio. However, it is left to the successful bidder to provision the same as per network requirements) and sites installed with microwave/OFC backhaul should have minimum bandwidth of 15 Mbps.
- 5.7.4 Sharing of existing VSAT Hubs is permitted. Setting up new hubs for the project is not mandatory. The backhaul from BSNL gateway to PoP location of successful bidder will be decided with mutual consent. Further successful bidder can extend its own connectivity from its PoP location with BSNL gateway location.
- 5.7.5 Radio Modems may be used as backhaul as an alternative to Microwave. If ISM band is used, USP shall ensure secured and interference-free communication and data services meeting QOS requirements specified in this document.
- 5.7.6 The backhaul equipment installed shall work without the need for Air-conditioning.
- 5.7.7 USP shall convert VSAT sites on microwave/OFC backhaul within 1 year from the date of commissioning.
- 5.7.8 After completion of 1 year, the TSP shall switch from VSAT to microwave or OFC connectivity as the submarine cable between Chennai & eight Islands of Andaman & Nicobar is expected to be operational by 2020. The cable landing stations in Andaman & Nicobar are; Port Blair, Swaraj Deep (Havelock), Kamorta, Great Nicobar, Little Andaman, Long Island, Rangat & Car Nicobar.
- 5.7.9 Lat-Long details of all nine Cable Landing Stations of CANI project are as follows.

CLS Station	Lat	Long
Chennai	13.022150N	80.263767E
Port Blair	11.666900N	92.737300E
Have Lock	12.003427N	92.960000E
Long Island	12.367700N	92.921244E

Rangat	12.508205N	92.920620E
Hutbay	10.597094N	92.535370E
Car Nicobar	9.175206N	92.816925E
Campbell Bay	7.014680N	93.932000E
Kamorta	8.039507N	93.541626E

5.8 COVERAGE SPECIFICATIONS

- 5.8.1** The equipment to be installed shall have adequate RF filtering in the transmitter and receiver to avoid adjacent channel interference to any other system or to any other operator and to meet the receiver sensitivity / specifications of the equipment in the network.
- 5.8.2** Signal levels in the coverage area shall be as per prevalent TRAI regulations on QoS standards. Details of the signal coverage actually achieved and number of villages actually covered shall be provided by USP in the Self-certification as per **Annexure-10**.

5.9 FIRE ALARM & FIRE EXTINGUISHERS

- 5.9.1** Proper arrangement shall be made for fire detection and fire extinguisher system as per fire safety norms applicable for that location.
- 5.9.2** Fire alarm system is to be provided for each site.

5.10 QUALITY OF SERVICE PARAMETERS

- 5.10.1** The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied.
- 5.10.2** The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.
- 5.10.3** The Administrator or TRAI may carry out performance tests either directly themselves or through an agency authorised by Administrator, USOF and also evaluate the QoS parameters at any time during the tenure of the Agreement. The bidder shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.
- 5.10.4** 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 designated authority by 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.
- 5.10.5** The bidder shall be responsive to the complaints lodged by the customers. They shall rectify the deficiencies and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.
- 5.10.6** Proper arrangement should be made by the bidders for reporting/ booking service related complaints.

5.11 GENERAL GUIDELINES

- 5.11.1** The power backup of suitable capacity shall be provided to cater to the backup requirements of each site by the bidder.
- 5.11.2** Factory Test Certificates are to be provided for items like LTE based eNode-B and accessories, Transmission equipment, power equipment and infrastructure provided.
- 5.11.3** Detailed documentation related to periodical maintenance and procedure for faulty part replacement shall be supplied.
- 5.11.4** Logbooks on site maintenance are to be maintained. The NOC report shall be made available to USOF on quarterly basis. Online access be provided to DMA.
- 5.11.5** All types of activities are to be recorded either manually or through system generated log.
- 5.11.6** External Alarms shall be extended to OMC-R.

5.12 CONFORMITY WITH EXISTING LICENSES

USP (Successful CMSPs/ UASL/UL) shall work within the framework of the Technical conditions of CMTS (Cellular Mobile Telephone Services)/ UASL (Unified Access Service Licensees)/ Unified License.

5.13 PROOF OF CONCEPT AND PHYSICAL VERIFICATION

- 5.13.1** USP shall install and offer one site in Bidding Unit for validation of functional parameters (Proof of Concept) to Testing Agency designated by USOF (ANI constitutes one bidding unit). The USP shall submit the test schedule for proof of Concept to be conducted in accordance to relevant parameters mentioned in DoT letter no. 1-4/2013-AS-IV dated 17.03.2015, TRAI QoS parameters and technical specifications mention in this tender document for the approval of Administrator, USOF. 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.
- 5.13.2** Release of subsidy payments will start only after the Proof of Concept is approved.
- 5.13.3** Physical verification for all sites in each bidding unit under the scheme shall be conducted by an agency authorised by the Administrator, USOF, as per the verification schedule to be prescribed later by USOF.
- 5.13.4** Self-certification shall be furnished by executing entities along with test results, including drive test results for all sites in prescribed format (as at **Annexure-10**).

5.14 Mobile Charging Facility:

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. RET based mobile charging facility is desirable.

SECTION – VI: OPERATING CONDITIONS

6.1. CUSTOMER SERVICE

The terms and conditions of the CMTS or UASL or UL License Agreement, as applicable, shall prevail and shall be binding *mutatis mutandis*. The same shall also be applicable in case of migration to or award of new license in lieu of the CMTS/ UASL/UL license.

6.2. RIGHT TO INSPECT, TEST AND MONITOR

- 6.2.1. The Administrator or his authorized representative shall have the right to inspect the infrastructure sites created for providing the 4G based mobile services and also the equipment installed by the USPs at the Infrastructure site so created in particular but not limited to, access to NOC/NMS, backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests. The USP will provide the necessary facilities at own cost for monitoring of the system, as required by the Administrator or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.
- 6.2.2. Wherever considered appropriate Administrator may conduct any inquiry either *suo-motu* or on a complaint, to determine whether there has been any breach in compliance of terms & conditions of the Agreement by the USP, and during such inquiry the USP shall extend all reasonable facilities without any hindrance.
- 6.2.3. Online access to Network Operations Centre(NOC)/Network Management System (NMS) shall be provided to concerned DoT licensed service area authorised by the Administrator. Web based access to NOC/NMS is desirable.

6.3. PROVISIONING OF 4G BASED MOBILE SERVICES

The USP shall ensure that the mobile connections as mentioned in the monthly report have actually been provided in the area being served by the ENODEB installed with the subsidy support from USO Fund. A certificate to this effect is to be provided by the USP in the monthly report in the prescribed pro forma, **Annexure-12**.

6.4. UPGRADATION OF EQUIPMENT

The USP may upgrade the existing equipment by installing new equipment, if required, during the validity of the Agreement provided it meets all other performance parameters of Quality of Service. USP shall not claim any charges for such upgradation.

6.5. ROLL OUT

- 6.5.1. The indicative locations (Latitude, Longitude) for each site (mobile tower) are given at Appendix-1 to the Tender document.
- 6.5.2. The successful bidder (USP) shall complete the field survey within three months of date of signing of the agreement to finalize the requirement of infrastructure at sites. The successful bidder (USP) shall commission & provide 4G based mobile services from all the infrastructure sites in a Bidding Unit within a period of 12 months from the date of signing of the Agreement.

- 6.5.3. The Rollout period may be extended by the Administrator by Six months, if reasons for delay submitted by the implementing USP in a bidding unit are justified.
- 6.5.4. The USP shall provide a monthly statement in the format prescribed in **Annexure-12** giving details of the sites commissioned in the LSA and traffic generated from each site & registered during the month from the sites commissioned respectively.

6.6. LIQUIDATED DAMAGES

- 6.6.1. For the infrastructure sites not commissioned as per the rollout required to be achieved, without prior written concurrence of the Administrator, the delayed period shall entail recovery of liquidated damages (L.D.). Provided further, that for the infrastructure sites that are provided within 30 calendar days of the expiry of the rollout period from the effective date by the USP, the Administrator shall accept the infrastructure site without levy of any L.D. charges.
- 6.6.2. 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 be entitled to impose and recover Liquidated Damages at the rate of 2% of the 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., maximum LD shall be 10% of the Representative Rate for each site, beyond a grace of one month as per Clause 6.6.1.
- 6.6.3. For the purpose of charging the Liquidated Damages, the Representative Rate per site, as discovered in the tendering process and as applicable for the respective Bidding Unit, where the relevant roll out obligation of providing 4G based mobile services from Infrastructure/ENODEB sites has not been fulfilled, shall be taken into account.
- 6.6.4. In case, the successful bidder fails to roll out the mobile services(4G) from the infrastructure sites within six months after the expiry of the rollout period, action as per Clause 7.5 of Section VII: Financial Conditions shall be taken and action as per Clause 4.9 and 4.10 of Section-IV: Commercial Conditions of this Tender Document may be taken.

6.7. CONFIDENTIALITY OF INFORMATION

The terms and conditions as to confidentiality of information of the CMTS or UASL or UL Agreement, as the case may be, shall be binding mutatis mutandis.

6.8. PROHIBITION OF CERTAIN ACTIVITIES BY THE UNIVERSAL SERVICE PROVIDER

The terms and conditions as to prohibition of certain activities of the CMTS or UASL or UL Agreement, as the case may be, shall be binding mutatis mutandis.

6.9. SECURITY CONDITIONS

The terms and conditions as to security conditions of the CMTS or UASL or UL Agreement, as the case may be, shall be binding mutatis mutandis.

SECTION – VII: FINANCIAL CONDITIONS

7.1. SUBSIDY FROM UNIVERSAL SERVICE OBLIGATION FUND

- 7.1.1. Support shall be payable as Representative Rate for each site arrived on the basis of the outcome of the bidding process as per details given in Section-VIII: Terms of Financial Bid.
- 7.1.2. The Representative Rate (RR) of subsidy support, may vary depending on the bidding unit.
- 7.1.3. The Representative Rate (RR) of subsidy emerging from the bidding process which shall be specified in the Agreement(s) shall be disbursed in Indian Rupees to the successful bidder for the scheme in two parts- Front Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS).
- 7.1.4. First part shall be due and payable @ 49% of Representative Rate, as an FLS at the time of successful commissioning of ENODEB and provision of 4G based mobile services from the identified site. Second part of the remaining subsidy (50%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of ENODEB 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.
- 7.1.5. 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.
- 7.1.6. 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 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.
- 7.1.7. USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed, commissioned and provision of mobile service(4G) has been made, as per the terms & conditions of the Agreement duly verified by a TPA and will be limited to the number of sites in each Bidding unit, subject to the Variation Clause 3.6 of Section III: General Conditions.

7.2. SCHEDULE FOR DISBURSEMENT OF SUBSIDY

- 7.2.1. The validation/approval of the PoC by USOF as per Clause 5.13 & submission of the same would be a pre-requisite for any release of the subsidy payments. The USP shall be eligible to submit the claim for FLS (49%) within 30 days from the end of quarter in which the 4G based mobile services are commissioned/ launched from the infrastructure site set up. USP shall submit a self-certificate to the respective Controller of Communication Accounts (CCA) office, giving details of the infrastructure site(s), the equipment installed along with system generated reports, traffic reports etc. establishing successful completion/ launch of the 4G based mobile services work as per the proforma given in Annexure-10, with a copy to Administrator, USOF.

- 7.2.2. The EQS of remaining 50% subsidy from USOF shall be disbursed by the respective Controller of Communication Accounts (CCA) office in 20 quarterly instalments during each financial year, within 30 days from the end of quarter. The claim for a part of the quarter will be computed with reference to the actual number of days in that quarter. Each instalment shall be disbursed quarterly generally within 30 days of receipt of a valid claim for the services rendered.
- 7.2.3. The USP shall submit the claim for quarterly subsidy in a statement in the prescribed form given in the three Attachments (A, B & C) to **Annexure-9** showing the computation of subsidy for the quarter. The statement shall be furnished by the USP even if no new Site has been set up during the quarter for provision of 4G based mobile services. The Bidding Unit wise subsidy claim should be submitted in the prescribed formats on a hard copy duly signed by the authorized signatory of the Company.
- 7.2.4. Following supporting documents shall be submitted along with the prescribed Claim Statement and thus are integral part of the subsidy claim:
- (a) The claim shall be duly certified as per prescribed affidavit proforma as mentioned in **Annexure-9** on a stamp paper by a representative of the USP duly authorized by a board resolution of the USP.
 - (b) All claims for subsidy shall be accompanied by a pre-receipted bill with revenue stamp.
 - (c) In addition to the hard copy, the USP should also submit the claim on a CD ROM in MS Excel format also. The authorized signatory of the company should put his signature and seal of the company on the CD ROM Disc.
 - (d) Monthly statement of Sites commissioning & mobile traffic generated for the quarter, as per **Annexure 12** and Service interruption report as per **Annexure-13** duly certified by concerned DoT Licensed Service Area unit. The USP, along with Annexure-12, shall also provide name of villages (along with the census code) covered by the installed tower.
 - (e) Self-Certificate as per **Annexure-10** along with test results, as per Clause 5.13 of the Section V: Technical conditions, with the FLS claim.
- 7.2.5. The claim along with the supporting documents should be prepared Bidding Unit wise, awarded to USP and should be submitted within 30 days from the end of the quarter. Condonation of delays for claims received after this date may be considered by the Administrator under exceptional circumstances.
- 7.2.6. The claims along with the supporting documents should be submitted at the designated Controller of Communication Account Offices of the respective Licensed Service Area.
- 7.2.7. **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 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.

- 7.2.8. Processing of Front-Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS) claims of USP for subsidy disbursement and settlement shall be as per the terms & conditions of the Agreement and through the Office of the designated Controller of Communication Accounts (CCAs) of the respective Telecom Service Area. However the claims of USP would be said to be settled only after adjustment & recovery of any pending LD, penalties, dues, etc. as liable as per the Agreement or recovery of inadmissible/excess subsidy for a site as ascertained on the basis of physical verification by an agency authorized by Administrator, USOF as per Clause 5.13.3 & sample inspection conducted by TPA/ Administrator representative, during the Agreement period, as per instructions issued thereunder for compliance of its provisions, as per the inspection/verification schedule to be prescribed later by USOF.
- 7.2.9. The aforesaid quarterly statements of each year shall be required to be audited by the auditors of the USP appointed under Section-224 of the Companies Act, 1956 or Section 139 or any other relevant section of the New Companies Act, 2013. The report of the Auditors should be in the prescribed form given in **Annexure-11** to be filed with the Administrator or an authorized agency /CCA as specified within 7 (seven) calendar days of the date of signing of the audit report but not later than 30th September of the following year.
- 7.2.10. The subsidy for a quarter shall be paid after making adjustments, if any, for the payments made in the previous quarter(s).
- 7.2.11. Final adjustment, if any in respect of excess or shortage in the subsidy disbursed shall be made in the following year based on the quarterly statements duly certified by the auditors of the USP.
- 7.2.12. In case the USP is found to have claimed and received in excess of 10% of the subsidy due to them, the entire amount in excess shall be recovered along with an interest from the date of disbursement at the prime lending rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. (Month for this purpose shall be taken as an English calendar month). No further subsidy shall be disbursed until final adjustment of the excess payment.
- 7.2.13. No interest shall be payable for any short/late payment made to the USP by the paying authority.
- 7.2.14. All the relevant records, systems, relevant NOC (Network Operation Centre)/ Network Management System (NMS) data, logbooks, books of accounts of the USP shall be subject to such scrutiny & examination as may be prescribed by the Administrator so as to facilitate independent verification of the subsidy claimed and paid.
- 7.2.15. In order to ensure effective utilisation of the USO fund released for the rendering the obligations by USP and proper and correct verification of subsidy paid & ensuring compliance, for the deliverables and agreement conditions, as claimed in its subsidy claim, over the period of the Agreement, the Administrator can issue instructions/directions, prescribe inspection & verification guidelines/procedures, formats for monitoring performance, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and also can modify, alter, or substitute and amend, if deemed necessary, whatever stated in the Agreement.

7.3. BANK GUARANTEES

- 7.3.1. The successful bidders shall submit a Performance Bank Guarantee (PBG) to Administrator USOF in the prescribed proforma (as per **Annexure-7**) valid for 6 months beyond the validity of Agreement for each Bidding Unit where the work is awarded to USP, from any scheduled bank in India. The amount of performance bank guarantee shall be equivalent to 5% of total subsidy amount payable to the USP for the entire bidding unit, as specified in tender, for which work has been awarded to the USP. The PBG must be submitted within Fifteen days of issue of letter of intent and before signing of the Agreement.
- 7.3.2. Initially, the bank guarantee (s) shall be valid for a period of Two years. The USP, on its own, shall extend the validity period of the bank guarantee(s) on similar terms at least one month prior to the day of its expiry without any demand or notice from the Administrator for a period of one year.
- 7.3.3. The bank guarantees shall be kept valid for an extended period of six months beyond the period of Agreement or till finalization of accounts i.e. issue of no-dues certificate from the concerned CCA and final settlement of all the subsidy claims, and adjustment & recoveries of any pending LD, penalties, dues, excess claim etc. as per the Agreement & instructions issued there under, whichever is later. Any failure to do so, shall amount to violation of the terms of the Agreement and entitle the Administrator to encash the bank guarantee(s) and to convert it into a cash security without any reference to the USP at its risk and cost. No interest or compensation whatsoever shall be payable by the Administrator on such encashment.
- 7.3.4. Without prejudice to its rights of any other remedy, Administrator may encash bank guarantee and forfeit the amount upon any failure of performance of the terms & conditions of the Agreement by the USP.
- 7.3.5. PBG is not required from a USP as long as the Government of India has 100% controlling stake in it.

7.4. MAINTENANCE OF RECORDS

- 7.4.1. The Administrator or its authorised representative shall have the right to call for and the USP shall be obliged to maintain, supply and provide for examination the relevant books of accounts, financial records and provide access to its systems and any other records that it maintains in respect of the business carried on to provide the service(s) under this Agreement at any time.
- 7.4.2. The USP shall invariably preserve all accounting and financial records and other records (electronic as well as hard copy) for a period of three years from the date of publishing of duly audited & approved accounts of the company or until the finalization of accounts, whichever is later. Any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for termination of the Agreement.

7.5. NON-PERFORMANCE PENALTY

- 7.5.1 In case, USP fails to commission & provide 4G based mobile services from a site(s), within six months of the expiry of the roll-out period (as stated in Clause 6.5), action as per Clause 6.6 shall be taken. In addition, non-performance-penalty @ 5% of the Representative Rate per site, as specified in the tender document, shall be payable, in respect of sites not commissioned, as penalty by the USP and the site(s) would be

deleted/struck-off from the Agreement. Administrator reserves the right to take necessary action, as deemed fit for provisioning of 4G based mobile services from such sites.

- 7.5.2 USP shall indemnify and at all times keep the Administrator, USOF indemnified against any loss to it or any claims by any third person. The USP shall be solely responsible to deal with any/all dispute(s)/issue(s) arising out of the said deletion of the site(s) from the Agreement and consequences thereof.

7.6. EXIT Policy:

- 7.6.1. A notice of at least 90 days (three months) shall have to be given by the USP seeking exit from the entire scheme in a bidding unit to Administrator, USOF.
- 7.6.2. Date of Exit shall be the date of expiry of three months' notice for exit as given by the USP seeking exit.
- 7.6.3. USP shall pay 50% of the total subsidy amount payable to the USP for the bidding unit as penalty, as specified in the tender document, for premature exit/withdrawal from the entire scheme.
- 7.6.4. It shall be the responsibility of USP to maintain the Quality of Service as per conditions of the Agreement during the notice period also. If the Quality of Service is not maintained as per standards prescribed in the Agreement during the notice period, then a Penalty as per Clause 7.2.7 shall be imposed & recovered from the USP.
- 7.6.5. Exit from already commissioned sites will be subject to Terms and Conditions of relevant Telecom License Agreement signed by USP with DoT.
- 7.6.6. Exiting USP shall indemnify Administrator, USOF and USP shall be solely responsible to deal with any/all dispute(s)/issue(s) arising out of the said exit and consequences thereof including inter-alia matters related to continuity of services to subscribers, compliance to pertinent clauses of relevant telecom license agreement under which USP is operating.
- 7.6.7. In addition, the Administrator shall terminate the Agreement and take action as per Clause 4.10 and recover any Liquidated damages and non-performance penalty, if applicable.

SECTION – VIII: TERMS OF FINANCIAL BID

- 8.1** The bidding units are as provided in Clause 1.3.
- 8.2** Financial Bid Form (Price Schedule) is enclosed at **Annexure-8**. The bidder shall submit the bid clearly indicating the quote against the Bidding Units in the prescribed pro-forma for which the bidder wishes to quote.
- 8.3** The bidders shall note that the bid submitted by them is applicable for all the infrastructure sites/towers mentioned against a specified Bidding Unit and not selectively for few infrastructure sites/ towers in that Bidding Unit.
- 8.4** The bidder has to submit technical & financial bids in the bidding stage. The bidder subsequently at no stage can back out unless it is declared as unsuccessful.
- 8.5** The bid shall be opened on the specified date and time (including extension, if any) in the presence of the representatives of bidders. While opening the bid, the name of the bidder, the name of the Bidding Unit and the bid amount quoted by the bidder in **Annexure-8** will be read out to the bidders who are present.
- 8.6** The Administrator reserves the right to enter into the Agreements with a successful bidder for one or more Bidding Units. Agreements will be signed with a successful bidder on Bidding Unit basis, where bidder has been declared successful.
- 8.7 PROCESS OF FINANCIAL BIDDING FOR THE SCHEME**
- 8.7.1** The financial bidding shall be held Bidding Unit-wise and mutually exclusive of each other. A single rate of subsidy should be quoted for a bidding unit. The evaluation of the bid would be on the basis of the least quoted total subsidy payable for the entire bidding unit during the Agreement period, discovered through financial bidding process.
- 8.7.2** The bidding would occur in the form of two envelopes single stage bidding, two stage opening e-bidding process to arrive at a Representative Rate of subsidy support per site.
- 8.7.3** (i) The Financial Bids of those who qualify in the pre-qualification shall be opened and shall be made public in the presence of bidders' authorized representatives, carrying an authority letter.
- (ii) The bidders must quote a subsidy amount less than or equal to the amount specified for the total Benchmark for a bidding unit. Quotes higher than the total

Benchmark value and individual benchmarks shall not be treated as a valid bid and shall be summarily rejected.

- 8.7.4 Withdrawal, backing out of their quoted bid shall result in disqualification of such bidder(s) and their EMBGs shall be forfeited.
- 8.7.5 The subsidy values per site shall become the Representative Rate per site for that bidding unit for the purpose of subsidy disbursement.
- 8.7.6 The signing of Agreement as a result of bidding process will not be treated and taken as grant of fresh License under the Indian Telegraph Act, 1885.
- 8.7.7 If the Agreement is not signed by the successful bidder for whatsoever reason, the EMBG shall be encashed and the amount forfeited. Such bidder will be disqualified from participating in further bidding process and blacklisted for a period of three years. Retendering may be done for the respective bidding unit.

SECTION – IX: SPECIAL INSTRUCTIONS to the USP

- 9.1 After signing of the Agreements by USPs with Administrator USOF, USP shall roll out as per schedule given in clause 6.5.
- 9.2 For shifting of the location of the site/tower from one place to another, the USP shall take up the case for change of location with Administrator as per the prescribed pro forma attached at **Annexure-15**.
- 9.3 For installation of additional site(s) or deletion, the USP shall take up the case with Administrator as per the prescribed pro forma attached at **Annexure-14**. The variation shall be permitted with the prior approval of Administrator, USOF, subject to Clause 3.5 & 3.6 of Section III: General Conditions.
- 9.4 The decision of the Administrator for according approval to such requests shall be final and binding on the concerned USPs. All the related clauses of the Roll out, LDs, Penalties, Suspension, Termination & other terms & conditions of the Agreement shall be applicable for these new locations also.

SECTION – X: INTERPRETATION OF TERMS/ DEFINITIONS

- 10** Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:
- 10.1. ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.
- 10.2. AGREEMENT** shall mean the Agreement signed by the USP with the Administrator for setting up and managing the infrastructure sites and for Provision of 4G based mobile services in identified tower locations in identified uncovered villages affected areas for each bidding Unit, on the basis of the outcome of the bidding process.
- 10.3. 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 financial bidding
CAPITAL RECOVERY means the aggregate of depreciation, interest on debt and return on equity on the capital cost as worked out proportionately and annualized over the period for which support is provided from the Fund.
- 10.4. DESIGNATED MONITORING AGENCY** refers to the agency authorized by the Administrator to carry out testing & inspection of the records, systems, claims and installations in order to ensure compliance with terms & conditions of the Agreement.
- 10.5. EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 10.6. EQS means** Equated Quarterly Subsidy
- 10.7. FLS means** Front loaded Subsidy
- 10.8. Infrastructure Providers-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 10.9. SITES** means the locations for installation of tower & ENODEB for provision of 4G based mobile services, as per the terms & conditions of the Agreement and as identified in Appendix-1.
- 10.10. LICENCE** means a License granted or having effect as if granted under the Section-4 of the Indian Telegraph Act, 1885 and the Indian Wireless Act, 1933.
- 10.11. LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the CMTS / UASL /UL Service License except the areas that may be notified to be excluded from time to time.
- 10.12. LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Basic and/ or CMTS and/ or Unified Access Service), within the geographical boundaries of the specified Licensed Service Area.
- 10.13. 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.

- 10.14. QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof.
- 10.15. RURAL CONNECTIONS** means the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the ENODEB site installed with the subsidy support from USO Fund.
- 10.16. SUBSIDY** from Universal Service Obligation Fund (USOF) means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.
- 10.17. TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 10.18. UNIVERSAL SERVICE PROVIDER (USP)** means such entities like CMTS/ UASL/UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 10.19. USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.
- 10.20. USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.

ANNEXURE-1: LICENSED SERVICE AREAS FOR CMTS/ UASL/UL LICENSEES

S. No.	LSA	Geographical areas covered
1	West Bengal	Entire area falling within the State of West Bengal, Sikkim and UT Andman & Nicobar Island.

ANNEXURE-2: SITE DETAILS

S. No.	UT/State	LSA	No of Villages	Towers in uncovered villages	Towers along NH-223	Total towers
1	Andaman & Nicobar Islands	West Bengal	85	82	42	124

**ANNEXURE-4: BIDDER'S PROFILE & DETAILS OF TELECOM SERVICE LICENCES
HELD BY THE BIDDER**

(To be filled in and submitted by the bidder)

PART-A: BIDDER'S PROFILE

1. Name of the Firm:
2. Registered Address:

Telephone No.:

FAX No.

- 3 Correspondence Address:

Telephone No.:

Mobile No.

FAX No.

Email:

- 4 UIN:
- 5 PAN:
- 6 Service Tax Registration No.
- 7 Name of the Authorized Signatory:
Designation:

PART-B: DETAILS OF TELECOM SERVICE LICENSES HELD

S No	Name of Licensed Service Area	Type of Service (CMTS / UAL/UL)	Licence Agreement No.	Licence Start Date	Licence Expiration Date	Details of Allocated Spectrum from WPC

For and on behalf of (Name of the company)

Signature of the authorized signatory of the Bidder

Date:

ANNEXURE-5: COMPLIANCE STATEMENT

We _____ (name of the Company) state to comply in full manner with all the General, Commercial, Technical, Operating, Financial Conditions, Terms of Financial Bid and Special instructions of the Tender Document for Support from USO Fund for "PROVISION OF 4G BASED MOBILE SERVICES in Identified Uncovered Villages and Seamless Mobile Coverage Along National Highways in ANDAMAN & NICOBAR ISLANDS (ANI) Tender No. USOF/TENDER/ANI/30-174-7/2015-USOF-BB (Vol. XII) _____ without any reservation and deviation.

For and on behalf of (Name of the company):

Signature of the authorized signatory of the Bidder

Date:

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 4G based mobile services in Identified Uncovered Villages and Seamless Mobile coverage along National Highways in Andaman & Nicobar Islands**" (ANI) (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-----

Bank:

Date-----

Rubber Stamp of the

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 -----

ANNEXURE-7: PROFORMA FOR PERFORMANCE BANK GUARANTEE

(on Rs. 100 non judicial stamp paper)/ (To be type on the letterhead of the Bank)

To

The President of India
Acting through the Administrator (USOF)

1. In consideration of the President of India (hereinafter referred to as 'the Administrator') having agreed to enter into an Agreement with M/s _____ of _____ (hereinafter called 'the SUCCESSFUL BIDDER') to(name of activity) provided under the Agreement (hereinafter called 'the SERVICE') as per Tender Document and Letter of Intent/Agreement No. _____ dated _____ (hereinafter called 'the said Agreement') on the terms and conditions contained in the said Agreement which inter-alia provides for production of a Bank Guarantee to the extent of Rs. _____ (in words _____) for the due observance and performance of the terms and conditions of the said Agreement. We _____ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the SUCCESSFUL BIDDER hereby irrevocably and unconditionally guarantee to the Administrator that the SUCCESSFUL BIDDER shall render all necessary and efficient services which may be required to be rendered by the SUCCESSFUL BIDDER in connection with and/or for the performance of the said AGREEMENT and further guarantees that the service which shall be provided by the SUCCESSFUL BIDDER under the said Agreement, shall be actually performed in accordance with terms & conditions of the AGREEMENT to the satisfaction of the Administrator.
2. We, the Bank, hereby undertake to pay the Administrator an amount not exceeding Rs. _____ (Rupees _____ only) as the Administrator shall demand for any claim under the said AGREEMENT for liquidated damages or breach of any of the terms and conditions contained in the said Agreement including non-extension of the validity of this guarantee.
3. We, the Bank hereby, in pursuance of the terms of the said Agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. _____ (Rupees _____ only) to the Administrator to secure due and faithful performance by the SUCCESSFUL BIDDER of all his/their obligations under the said Agreement.
4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Administrator stating that the amount claimed is due by way of liquidated damages or by reason of breach by the said SUCCESSFUL BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform any of its obligations under the said Agreement.
5. We, the Bank, hereby agree that the decision of the Administrator as to whether the SUCCESSFUL BIDDER has failed to or neglected to perform or discharge his duties and

obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Agreement and as to the amount payable to the Administrator by the Bank hereunder shall be final and binding on the Bank notwithstanding any differences between the Administrator and the SUCCESSFUL BIDDER, or any dispute between them pending before any court, tribunal arbitrator or otherwise or by the discharge of the SUCCESSFUL BIDDER for any reason whatsoever.

6. We, the Bank, do hereby declare and agree that:
 - (a) the Guarantee herein contained shall remain in full force and effect for a period of **TWO Years** from the date hereof and that it shall continue to be enforceable till Administrator certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SUCCESSFUL BIDDER and accordingly discharged this guarantee.
 - (b) the Administrator shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of any obligations by the said SUCCESSFUL BIDDER from time to time or to postpone for any time or from time to time any of the powers exercisable by the Administrator against the said SUCCESSFUL BIDDER and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said SUCCESSFUL BIDDER or forbearance act or omission on the part of the Administrator or any indulgence by the Administrator to the said SUCCESSFUL BIDDER or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
 - (c) any claim which we have against the SUCCESSFUL BIDDER shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Administrator exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
 - (d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the SUCCESSFUL BIDDER
 - (e) This Guarantee shall not be vitiated by reconstruction or merger of the SUCCESSFUL BIDDER with any other company or winding up or liquidation of the SUCCESSFUL BIDDER.
7. We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Administrator in writing.

(Signature for and behalf of the Bank)

Bank Seal/Stamp of the Bank:

ANNEXURE-8: FINANCIAL BID FORM (PRICE SCHEDULE)

Important note:

1. First financial bid forms with benchmark values shall be supplied along with tender document.
2. The digitally signed copy of the financial bid form should be submitted with the financial bid documents in the e-tendering portal.
3. Financial bid form should be digitally signed by the authorised signatory for and on behalf of the bidder.

BIDDING UNIT 1: Andaman & Nicobar Islands – Area falling within the 8 Islands of Andaman & Nicobar

Benchmark Subsidy = Rs.

Site Locations	No. of Sites	Benchmark Subsidy per site (in Rs. Lakh)	Subsidy quote per site (Rs. in figures)	Total Subsidy Quote (Rs. in figure)	Total Subsidy Quote (Rs. in words)
1	2	3	4	5 = 2x4	6 = 2x4
Identified Uncovered villages (82)	124	110.61			
National Highways (42)					

Note: - Subsidy quote is inclusive for all the equipment and backhaul.

ANNEXURE-9: FORMAT FOR CERTIFICATION OF SUBSIDY CLAIM

AGREEMENT NO. _____ DATED _____
FOR
UNIVERSAL SERVICE PROVIDER

I, _____, aged about _____ years s/o, d/o of Shri _____,
resident of _____, do solemnly affirm and state as under:

1. That I am _____ of _____ (Name of the Company), Universal Service Provider in _____ Licensed Service Area and I am duly authorized by the resolutions dated _____ passed by Board of Directors of the Company to furnish a Certificate on behalf of _____ (Name of the Company).
2. That a claim of Rs. _____ (Rupees _____) is being made or the period _____ to _____. The details of calculation of subsidy are as per Attachments enclosed.
3. That the contents of **Attachments A, B and C** are true and correct to the best of my knowledge, based on the records of the company, which are available for further verification by the appropriate authorities and that the **infrastructure has been commissioned & were functional and 4G based mobile services have been rendered** from the quarter in which they have been shown as installed & commissioned.
4. That the claim pertains to the 4G based mobile services commissioned after the date of entering into the Agreement.
5. That excess payment or shortage, if any, in the subsidy received shall be adjusted in the following year based on the quarterly statements duly certified by the Auditors of the Company and scrutiny as prescribed by the Administrator.
6. The services/ mobile connections provided under this Agreement have not been utilized in claiming subsidy under any other Agreement entered into with the Administrator.
7. No subsidy has been claimed for the period in which the 4G based mobile services remained disrupted during the quarter as per terms and conditions of the Agreement.
8. The 4G based mobile services shown as commissioned in the said quarter have been completed in the _____ on the date _____ as provided in the claim.
9. I understand that Administrator or his representative shall have the right to inspect & verify the site and records & systems, during the currency of the Agreement and if any deficiency is observed the subsidy paid to the company shall be recovered forthwith, without prejudice to the right of Administrator to take any other action(s) as deemed fit.

For and on behalf of (Name of the company)

Signature of the authorized signatory of the bidder company

ATTACHMENT A TO ANNEXURE 9: SUMMARY CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER

Name of Universal Service Provider : Name of Implementation Unit :

S No.	State	Total No. of Mobile Service Sites to be provided (As per Agreement)	No. of Mobile Service Sites provided at the end of the previous quarter	No. of Mobile Service Sites added during the quarter	Total No. of Mobile Service Sites at which Mobile Service is functional	Total subsidy payable for the Mobile Service Sites in col 4 (from Col 14 of Attachment B)	Subsidy payable for Mobile Service Sites in col 5 (from Col 17 of Attachment C)	Total subsidy payable (7+8)	Remarks, if any
		Tower Locations	Tower Locations	Tower Locations	Tower Locations				
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									

(Signature of Authorized Signatory) along with Company seal

ATTACHMENT B TO ANNEXURE 9: EQS CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER FOR THE 4G based mobile services THAT HAVE ALREADY BEEN COMMISSIONED

Name of Universal Service Provider :

Name of Implementation Unit :

S. No	Site ID	State	Site details (District-Block-Village)	Site Location		Date of Completion /Commission of the 4G based mobile services site	Backhaul type	Subsidy payable	Duration of interruption of services		Total days for which services were interrupted	Deduction of subsidy on Pro rata basis for Col 12	Net subsidy payable (Col 9-13)
				Lat	Long				From date	To date			
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1													
2													

(Signature of Authorized Signatory) along with Company seal

Note:

1. Deduction of subsidy on account of interruption of services shall be made on the total no. of days such incidences have happened from the specific site. Further, the details of interruption are to be separately provided.
2. Rounding off the subsidy to the nearest rupee shall be made only in the total subsidy due.

ATTACHMENT C TO ANNEXURE 9: FLS CLAIM STATEMENT FOR QE FROM UNIVERSAL SERVICE PROVIDER (FOR THE 4G based mobile services COMMISSIONED DURING THE QUARTER)

Name of Universal Service Provider : Name of Implementation Unit :

S.No	Site ID	State	Site details (District-Block - Village)	Site Location		Date of Completion - Commission of the Mobile Services site	backhaul type	FLS component	No. of days in the Quarter	No. of days since mobile services site is Complete/Commissioned	Subsidy payable	Duration of interruption of services		Total days for which services were interrupted	Deduction of subsidy on Pro rata basis for Col 15	Net subsidy payable (Col 12-16)
				Lat	Long							From date	To date			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1																
2																

(Signature of Authorized Signatory along with Company seal)

Note:

1. Deduction of subsidy on account of interruption of services shall be made on the total no of days such incidences have happened from the specific site. The details of interruption are to be separately provided.
2. Rounding off the subsidy to the nearest rupee shall be made only in the total subsidy due.
3. Date of Commissioning/ installation (Col 7) shall be included while calculating the number of days in a quarter for Col 10.
4. The claim shall be accompanied with the Self Certification as per Annexure-10.

ANNEXURE-10: PROFORMA FOR SELF CERTIFICATION BY UNIVERSAL SERVICE PROVIDER

PROFORMA FOR SELF-CERTIFICATION BY UNIVERSAL SERVICE PROVIDER

1. I,, aged about years s/o, d/o Shri, resident of, do solemnly affirm and state as under:
2. That I am of (Name of the Company), Universal Service Provider in Service Area and I am duly authorized by the resolutions dated passed by Board of Directors of the Company to furnish a Certificate on behalf of (Name of the Company).
3. That as per the Agreement signed with Administrator, USOF vide Agreement No. _____ dated _____ for provisioning of 4G based mobile services in the Service Area of _____, the following works have been completed successfully as per the specifications, drawings defined in the terms and conditions of the Agreement and the Tender Document:

A) Details of land:

- (i) Type of Land (Govt./ Private/ Camp/ Police Strn.)
- (ii) Size of the land (Dimensions):
- (iii) Village/ Khasra Number/ Survey Number/ Revenue Record Number:
- (iv) Nearest Identification/ landmark:
- (v) Name of the owner:

B) Tower:

- (i) Tower ID:
- (ii) Latitude:
- (iii) Longitude:
- (iv) Name of the Village, Block, District, State:
- (v) Height of the tower/Mast:
- (vi) Date of Commissioning:
- (vii) TEC GRS (Number and Title)
to which Tower complied or
certification from an agency like Structural Engineering Research Centre (SERC)/ TEC/ IITs for structural fitness:

C) ENODEB:

- (i) Tower ID:
- (ii) Name of the Village, Block, District, State:
- (iii) Technology (GSM/ CDMA):
- (iv) Make:
- (v) Model:
- (vi) Type of ENODEB
- (vii) Capacity/ Configuration:
- (viii) Radiated Power in Watts:
- (ix) Date of manufacturing:

- (x) Serial No.:
- (xi) Proof of purchase (Invoice/ Bill):
- (xii) SACFA Clearance Status:
- (xiii) Date of Commissioning:

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:

E) Renewable Energy Source

- (i) Capacity:
- (ii) Make:
- (iii) Type:
- (iv) Date of Manufacturing:
- (v) Date of Commissioning:

F) Engine Alternator:

- (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:

G) Mandatory Approvals

The following mandatory approvals have been obtained and copies of various certificates are attached.

- (i) Director General of Civil Aviation (in case the tower falls in the corridor)
- (ii) Environment Pollution Clearance
- (iii) Others, if any, as per the local laws.

H) Battery:

- (i) Rated Capacity:
- (ii) Make:
- (iii) Type:
- (iv) Date/ Year of Manufacturing:
- (v) Proof of purchase (Invoice/ Bill):
- (vi) Number of Sets:
- (vii) Date of Commissioning:

I) SMPS Power Plant:

- (i) Rated Capacity of each module:

- (ii) Make:
- (iii) Type:
- (iv) Date of Manufacturing:
- (v) Proof of purchase (Invoice/ Bill):
- (vi) Number of Modules:
- (vii) Date of Commissioning:

J) Antenna for ENODEB/ Microwave (To be provided separately):

- (i) Type:
- (ii) Gain:
- (iii) Beam width:
- (iv) Size:
- (v) Weight:
- (vi) Frequency of operation:
- (vii) Location on the Tower:
- (viii) Make:
- (ix) Date of Manufacture:
- (x) Date of Commissioning:

K) Backhaul:

- (i) Type of backhaul:
- (ii) Antenna Specification as per J) above in case of Microwave backhaul:

L) Signal Coverage details:

Certified that the actual coverage achieved from the infrastructure site installed is as per the prevalent TRAI regulations on QoS standards.

Signal Strength	Details of Coverage Area

M) Village Coverage details:

The actual number of villages covered from the infrastructure site installed in the village cluster as against the number of villages to be covered as specified in the Agreement is as given below:

Names of villages to be covered from ENODEB of the Infrastructure Site as per the Agreement	Names of villages actually covered from ENODEB of the Infrastructure Site	Names of villages not covered as proposed in the Agreement

N) National highways Coverage Details:

NH to be covered from ENODEB of the Infrastructure Site as per the Agreement	Section of NH actually covered from ENODEB of the Infrastructure Site	Section of NH not covered as proposed in the Agreement

4. That the details of the components mentioned above are true and correct, based on the records of the company, which are available for further verification by the appropriate authorities and that the components **have been provided and are functional/ services are being rendered** from the quarter in which they have been shown as installed/commissioned.
5. That the components at the infrastructure site shown as installed/ commissioned in the said quarter have been completed on the dates as shown above.
6. The contents of the Self Certification are true and correct, no part of it is false and nothing has been concealed there from.

For and on behalf of USP

Signature of the authorized signatory of the USP

Note:

A copy of the Self-Certification is also to be submitted to Administrator, USOF.

ANNEXURE-11: FORMAT FOR AUDITOR’S REPORT ON STATEMENT OF CLAIM FOR SUBSIDY FROM USOF

To

The Board of Directors

.....

.....

We have examined the attached Statement(s) of claim for subsidy from USO Fund of (The name of the Universal Service Provider) for the quarter (s) ending _____. We understand that the aforesaid statement(s) is /are to be furnished to the Central Government for assessment of the subsidy payable to the Universal Service Provider by the Government, in terms of the Tender Document No. _____ for Subsidy Disbursement for setting up and managing infrastructure sites and provision of 4G based mobile services in specified rural and remote areas in the country under Universal Service Obligation.

We report that:

1. We have examined all the record and obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statements have been prepared in accordance with the conditions contained in the said Agreement and instructions/guidelines issued there under and clarification thereon in this behalf and gives a true and correct view of the subsidy claimed for the period computed on the basis of the aforesaid conditions.
3. In our opinion and to the best of information, record of the disruption of 4G based mobile services is kept in such a manner as to reflect the correct position, for the purpose of claiming subsidy.

(Name and Signature of the Auditor signing)

FOR AND ON BEHALF OF (NAME OF THE AUDITOR FIRM)

ANNEXURE-12: MONTHLY STATEMENT

MONTHLY STATEMENT OF SITES COMMISSIONING & MOBILE TRAFFIC GENERATED

NAME OF THE UNIVERSAL SERVICE PROVIDER:

NAME OF THE IMPLEMENTATION UNIT: <e.g. >

A. FOR THE MONTH ENDING:

Sl. No.	Location of Site	District & Block	State	Details of Tower			Deployed ENODEB Type, Configuration & Backhaul	Date of Commissioning of the Mobile Service Site (i.e. ENODEB) i.e. commencement of 4G based mobile services	No. of Mobile Connections provided	Total traffic generated during the month
				Tower ID	Lat.	Long.				

SIGNATURE OF THE AUTHORIZED SIGNATORY FOR OR ON BEHALF OF USP

B. CUMULATIVE:

For Sites in uncovered villages -

Sl. No.	District	Total Number of 4G based Sites (ENODEB) to be commissioned as per Agreement	Number of 4G based Sites commissioned prior to the current month	Number of Mobile Services Sites commissioned during the month	Cumulative Number of Mobile Services Sites commissioned
Total					

FOR SITES ALONG NATIONAL HIGHWAYS:

Sl. No.	State	National Highways	Total Number of 4G based Sites (ENODEB) to be commissioned as per Agreement	Number of 4G based Sites commissioned prior to the current month	Number of Mobile Services Sites commissioned during the month	Cumulative Number of Mobile Services Sites commissioned
Total						

SIGNATURE OF THE AUTHORIZED SIGNATORY FOR OR ON BEHALF OF USP

ANNEXURE-13: FORMAT FOR THE CERTIFICATION FOR CONTINUATION OF THE SERVICES STATUS

FORMAT FOR THE CERTIFICATION FOR CONTINUATION OF THE SERVICES STATUS (PERIOD: DD/MM/YYYY TO DD/MM/YYYY)

This is to certify that the ENODEB situated at Tower: <Tower ID> in the village <Village Name>, Sub district <Ward/Block/Tehsil Name> and District <District Name>; which is owned and operated by <Service Provider Name>, has been providing 4G based mobile services complaint to the requirements of the agreement to the subscribers during the above stated period. The following parameters are indicative of the same.

SI No	Tower ID	Tower Location	Config. of ENODEB	Radiated Power	Traffic handled in erlangs	Details of Interruption in Services		Total Down time	Total Up time
		State/Distt./Block/Village and NH no. if applicable				From Date (HH- MM- SS)	To Date (HH- MM- SS)		

Enclosures:

1. **Link-Status Report:** giving details of the total number of times the links failed along with the duration and reasons thereof.
2. **A detailed note by the Universal Service Provider** citing causes for the down time e.g. unavailability of Electrical Power (Primary and Secondary), Backhaul (Media Problem) etc.

ANNEXURE-14: FORMAT FOR INSTALLATION OF TOWERS IN ADDITION/DELETION TO THE PROPOSED TOWERS

Tower ID as per the Agreement signed	Proposed Tower Location of the additional tower	Name of left out Villages planned to be covered including additional villages, if any	Population of the Villages Planned to be covered	Lat	Long	Type of terrain	Distance from the existing tower	Purpose for installation of additional tower	Coverage specifications of the additional tower	No. of USPs and their consent	Justification

e.g. Proper justification may be given for Addition of the towers:

1. Proper Coverage not available for the targeted area/ villages/ population/ household
2. Possibility of improved coverage by addition of the tower due to terrain/ clutter
3. Required population getting served by addition of the tower
4. Any other reason

ANNEXURE-15: FORMAT FOR REQUEST FOR SHIFTING OF TOWERS

(PROPOSAL TO BE SUBMITTED ALONG WITH THE RF PLAN AND COMPARATIVE BENEFITS)

Existing Tower ID as per the Agreement signed	Proposed Tower Location after shifting	Name of the Villages planned to be covered including additional villages, if any	Population of the Villages Planned to be covered	Lat	Long	Type of terrain	Distance from the existing tower	Purpose for shifting tower	Coverage specifications of proposed tower	No. of USPs and their consent	Justification

Proper justification may be given for Shifting of the towers:

1. Coverage already available
 - a) Name of the Service provider
 - b) Lat-Long of the corresponding tower
2. Possibility of improved coverage by relocation of the tower due to terrain
3. More population getting served by relocation of the tower
4. Difficulty in tower construction due to soil and geographical conditions
5. Any other reason

ANNEXURE-16: MONTHLY STATEMENT OF PROGRESS OF PROJECT IMPLEMENTATION

NAME OF THE UNIVERSAL SERVICE PROVIDER:

Implementation Unit: <e.g.

Report for the month of -----

S . N o .	Dist rict Na me	Tota l No. of villa ges	Site Survey		Total No. of Towe r locati ons finali sed	Site Acquired		Site Preparation/ Foundation		Receipt of Tower Material at site		Tower Installation		Receipt of Material, power + electronics + backhaul		Installation of equipment		Testing and Commissioning of Tower sites		Total No. of villag es cover ed	
			Prog ress durin g the mont h	Cumul ative Progre ss		Prog ress durin g the mont h	Cumul ative Progr ess	Prog ress durin g the mont h	Cumul ative Progr ess	Pro gres s durin g the mont h	Cumu lative Progr ess	Progr ess durin g the mont h	Cumulative Progress	Prog ress durin g the mont h	Cumulativ e Progr ess	Progr ess durin g the mont h	Cumulativ e Progr ess	Progr ess durin g the mont h	Cumulati ve Progr ess		
1																					
2																					
3																					
.																					
	Tot al																				

ANNEXURE 17: Integrity Pact

INTEGRITY PACT
(To be submitted on plain paper)

Universal Service Obligation Fund (USOF) hereinafter referred to as “The Principal” and ----- (hereinafter referred to as “The Bidder/Contractor”)

Preamble

The Principal/ USOF intends to award, under laid down organizational procedures, contract/s for Agreement No. -----dated.....to..... The Principal values full compliance with all relevant laws of the land, rules and regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

The word(s) bidder(s), contractor(s) and Universal Service Provider will have the same meaning.

The word(s) tender includes the process of selection and award of work.

The word(s) contract includes agreement / MOU including any addendum thereto.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s) /Contractor(s) before award of the Contract or during execution of the Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security/amount paid.
2. If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/amount paid.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.
2. If the Bidder makes any incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section 6 – Equal treatment of all Bidders/ Contractors / Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, or Contractor, or Subcontractor or of an employee or a representative or an associate of a Bidder, or Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform to the Chief Vigilance Officer.

Section 8 – Independent External Monitor(s)

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

2. The Independent External Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He reports to the Administrator USOF.

3. The Bidder(s)/Contractor(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that provided by its contractor. The Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Subcontractor(s) with confidentiality.

4. The Principal will provide to the Independent External Monitor sufficient information about all meetings among the Parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The Parties offer to the Independent External Monitor the option to participate in such meetings.

5. As soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact Agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Independent External Monitor can in this regard submit non-binding recommendations. Beyond this, the Independent External Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

6. The Independent External Monitor will submit a written report to the Administrator USOF within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to IEMs in similar cases.

8. If the Independent External Monitor has reported to the Administrator USOF, a substantiated suspicion of an offence under IPC/PC Act, and the Administrator USOF has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word Independent External 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by Administrator USOF.

Section 10 – Other provisions

1. This Integrity Pact Agreement is subject to Indian laws. The place of performance and jurisdiction is the registered office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.

3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this Integrity Pact Agreement turn out to be invalid, the remainder of this Integrity Pact Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intention.

**For & on behalf of the Principal(s)
(Office Seal)**

**For& on behalf of Bidder/Contractor
(Office Seal)**

Place.....

Date

Witness 1 : (Name & Address)

Witness 2 : (Name & Address)

APPENDIX-1: SITE LOCATIONS AND DETAILS

Sr	District Name	SDT Name	Village Code	Village Name	Population	Effective Population	Cluster	Lat	Long
1	North & Middle Andaman	Diglipur	645255	Gandhi Nagar (EFA)	47		B10	0	0
2	North & Middle Andaman	Diglipur	645256	Gandhi Nagar (Forest Beat)	502	549	B10	0	0
3	North & Middle Andaman	Rangat	645437	Khatta Khari (EFA)	75		B20	12°06'23.79"N	92°46'19.48"E
4	North & Middle Andaman	Rangat	645436	Wrafter's Creek (EFA)	220	295	B20	12°06'22.58"N	92°46'18.28"E
5	Nicobars	Great Nicobar	645143	Makhahu/Makachua	47	67	C20	7°22'30.21"N	93°42'31.20"E
6	Nicobars	Great Nicobar	645140	Pulomilo	20		C20	7°22'29.45"N	93°40'52.54"E
7	North & Middle Andaman	Diglipur	645278	Hoari Bay (EFA)	101	101	Single	13°12'33.80"N	92°50'33.52"E
8	North & Middle Andaman	Diglipur	645266	Lamiya Bay (WLS)	102	102	Single	13.2057222N	93.0266078E
9	Nicobars	Nancowry	645037	Luxi	149	149	Single	8°13'36.46"N	93°08'40.77"E
10	Nicobars	Great Nicobar	645166	Afra Bay	138	138	Single	0	0
11	Nicobars	Great Nicobar	645168	Alexandera River	47	47	Single	11.5784716	92.6114849
12	North & Middle Andaman	Diglipur	645253	Amber Chad (EFA)	124	124	Single	0	0
13	South Andaman	Port Blair	645547	Bada Khari (FC)	169	169	Single	11°29'57.04"N	92°37'51.10"E
14	North & Middle Andaman	Diglipur	645249	Bandhan Nallaha (EFA)	129	129	Single	0	0
15	North & Middle Andaman	Rangat	645367	Bangaon (RV)	67	67	Single	0	0
16	North & Middle Andaman	Diglipur	645277	Bara Dabla (EFA)	536	536	Single	0	0
17	North & Middle Andaman	Diglipur	645267	Baskata Nallaha (EFA)	24	24	Single	0	0
18	North & Middle Andaman	Diglipur	645247	Beach Dera (EFA)	302	302	Single	0	0
19	South Andaman	Ferrargunj	645494	Between Middle Strait (JPPC) & Jirkatang (JA)	143	143	Single	11.8370833N	92.6666267E
20	North & Middle Andaman	Rangat	645430	Bolcha (EFA)	45	45	Single	0	0
21	North & Middle Andaman	Diglipur	645240	Borang (RV)	140	140	Single	0	0
22	North & Middle Andaman	Rangat	645402	Boroinyol II (FC)	10	10	Single	0	0
23	North & Middle Andaman	Diglipur	645258	Burmachad (EFA)	237	237	Single	0	0
24	South Andaman	Little Andaman	645567	Butler Bay Forest Camp 4-IV (FDCA)	183	183	Single	10°40'38.50"N	92°32'35.07"E
25	Nicobars	Nancowry	645113	Chanel/Chanol*	13	13	Single	0	0
26	Nicobars	Great Nicobar	645189	Chingen (incl.FC at Magar Nalla)	12	12	Single	6°50'10.95"N	93°53'15.24"E
27	North & Middle Andaman	Diglipur	645248	Coffe Dera (EFA)	94	94	Single	0	0
28	Nicobars	Nancowry	645111	Daring	115	115	Single	8°06'11.60"N	93°30'02.01"E
29	North & Middle Andaman	Rangat	645388	Dhani Nallaha (EFA)	37	37	Single	0	0
30	South Andaman	Little Andaman	645552	Dugong Creek (OS)	109	109	Single	10°48'35.46"N	92°33'36.58"E
31	North & Middle Andaman	Diglipur	645243	East Island (Police post & Light house)	16	16	Single	0	0
32	North & Middle Andaman	Diglipur	645246	Elezabeth Bay (EFA)	175	175	Single	13°29'55.69"N	92°57'31.80"E
33	Nicobars	Nancowry	645036	Enam	223	223	Single	8°15'06.7"	93°06'35.6"

34	North & Middle Andaman	Rangat	645411	Foster Valley (EFA)	70	70	Single	0	0
35	North & Middle Andaman	Rangat	645416	Foul Bay (JA)	17	17	Single	12°20'23.40"N	92°42'59.01"E
36	North & Middle Andaman	Diglipur	645252	Ganesh Nagar (EFA)	667	667	Single	0	0
37	North & Middle Andaman	Mayabunder	645332	Ganesh Nagar I & II (EFA)	22	22	Single	0	0
38	North & Middle Andaman	Diglipur	645281	Ganna Dabla (EFA)	202	202	Single	0	0
39	North & Middle Andaman	Diglipur	645272	Ganna Level (EFA)	32	32	Single	0	0
40	North & Middle Andaman	Rangat	645394	Gol Pahar (EFA)	11	11	Single	0	0
41	North & Middle Andaman	Mayabunder	645305	Hanspuri (RV) (including JPP Camps)	265	265	Single	12°45'13.25"N	92°45'40.92"E
42	North & Middle Andaman	Diglipur	645286	Hara Tikry (EFA)	192	192	Single	0	0
43	North & Middle Andaman	Diglipur	645259	Haran Nallaha (EFA)	136	136	Single	0	0
44	North & Middle Andaman	Diglipur	645250	Haridas Kattai (EFA)	69	69	Single	0	0
45	North & Middle Andaman	Mayabunder	645319	Interview Island (WLS)	15	15	Single	12°53'53.48"N	92°41'18.41"E
46	Nicobars	Nancowry	645043	Kalasi	335	335	Single	8°28'51.74"N	93°11'23.33"E
47	North & Middle Andaman	Diglipur	645230	Kalipur (RV)	545	545	Single	0	0
48	North & Middle Andaman	Mayabunder	645328	Karanch Khari (EFA)	27	27	Single	0	0
49	North & Middle Andaman	Diglipur	645245	Karen Basti (EFA)	95	95	Single	12°53'28.97"N	92°50'51.03"E
50	North & Middle Andaman	Mayabunder	645331	Khukari Tabla (EFA)	17	17	Single	0	0
51	Nicobars	Great Nicobar	645183	Kokeon	20	20	Single	6°52'16.44"N	93°50'10.50"E
52	North & Middle Andaman	Rangat	645417	Lakra Lungta (JA)	17	17	Single	12°18'06.38"N	92°43'09.62"E
53	North & Middle Andaman	Diglipur	645265	Lamiya Bay (EFA)	83	83	Single	13°12'21.33"N	93°01'25.53"E
54	Nicobars	Great Nicobar	645207	Lawful	20	20	Single	7°10'9.84"	93°52'32.53"
55	Nicobars	Great Nicobar	645193	Laxmi Nagar	230	230	Single	6.89227	93.88773
56	North & Middle Andaman	Mayabunder	645334	Luis-in-Let-Bay (JPPC)	10	10	Single	0	0
57	North & Middle Andaman	Rangat	645409	Macarthy Valley (EFA)	142	142	Single	0	0
58	South Andaman	Ferrargunj	645472	Mohwa Dera (RV)	14	14	Single	0	0
59	North & Middle Andaman	Diglipur	645268	Mutha Nallaha (EFA)	83	83	Single	0	0
60	North & Middle Andaman	Diglipur	645244	Narcondam Island (Police post)	16	16	Single	13°26'36.02"N	94°15'39.69"E
61	South Andaman	Port Blair	645548	North Sentinel Island (SA)	15	15	Single	11°33'07.81"N	92°13'59.99"E
62	North & Middle Andaman	Mayabunder	645323	Paiket Bay (EFA)	154	154	Single	12°47'00.66"N	92°55'01.25"E
63	North & Middle Andaman	Diglipur	645276	Pathi Level (EFA)	25	25	Single	0	0
64	Nicobars	Great Nicobar	645209	Patisang	13	13	Single	0	0
65	Nicobars	Great Nicobar	645155	Pattia (Pulopattia)	11	11	Single	6°54'06.31"N	93°49'21.53"E
66	North & Middle Andaman	Diglipur	645279	Pilone Nallaha (FDCA)	386	386	Single	0	0
67	South Andaman	Ferrargunj	645515	Pongi Balu (FC) & Bada Balu (EFA)	12	12	Single	0	0
68	North & Middle Andaman	Rangat	645403	Porlobjig No. 15 (FC, APWDC & JPPC)	27	27	Single	0	0

69	Nicobars	Great Nicobar	645150	Pulloulo/Puloulo	81	81	Single	7°18'06.59"N	93°41'18.37"E
70	Nicobars	Great Nicobar	645153	Pulobha/Pulobahan	52	52	Single	6°49'10.07"N	93°50'23.41"E
71	Nicobars	Great Nicobar	645158	Pulopanja	75	75	Single	7°22'07.80"N	93°44'41.45"E
72	North & Middle Andaman	Rangat	645381	Raglachang (RV)	79	79	Single	0	0
73	North & Middle Andaman	Diglipur	645242	Sagar Dweep (RV)	337	337	Single	0	0
74	North & Middle Andaman	Rangat	645396	Sagwan Nallaha (FC)	45	45	Single	12°33'06.01"N	92°51'42.70"E
75	North & Middle Andaman	Diglipur	645254	Santi Nagar (EFA)	239	239	Single	0	0
76	North & Middle Andaman	Mayabunder	645335	Shippi Tikry (EFA)	90	90	Single	0	0
77	Nicobars	Great Nicobar	645198	Shompen hut	63	63	Single	0	0
78	Nicobars	Great Nicobar	645172	Shompen Village-A	10	10	Single	0	0
79	Nicobars	Great Nicobar	645176	Shompen Village-B	44	44	Single	0	0
80	North & Middle Andaman	Diglipur	645271	Srinagar (EFA)	297	297	Single	0	0
81	North & Middle Andaman	Rangat	645373	Strait Island (AS)	39	39	Single	12°14'52.95"N	92°53'32.18"E
82	North & Middle Andaman	Mayabunder	645327	Sundari Khari (EFA)	63	63	Single	0	0
83	North & Middle Andaman	Diglipur	645214	Swarajgram (RV)	940	940	Single	13°20'48.60"N	92°56'13.49"E
84	Nicobars	Nancowry	645091	Tapong incl. Kabila	270	270	Single	7°59'49.39"N	93°33'14.63"E
85	Nicobars	Nancowry	645033	Tillang Chong Island*	38	38	Single	8°48'64.29"N	93°63'06.35"E