

# DETAILED NOTICE INVITING E-TENDER

Government of India  
Department of Telecommunications  
Universal Service Obligation Fund

Tender No. USOF/TENDER/NER/30-252-4/2015

Dated: 02.05.2016

- 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 Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country**”. Support from USO Fund shall be provided to the successful bidder(s) based on Representative Rates (RR) arrived through a two-stage informed descending e-bidding process (reverse auction) as per the financial terms and conditions specified herein.
- 1.2.** The Representative Rate (RR) of subsidy support varies depending on the location of a tower, either along National Highway or in uncovered villages, type of tower/BTS and backhaul type. The subsidy payable per site at RR for each category (total six) would be provided in two parts. The first part, 25 % would be payable upfront on commissioning of tower and provision of 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 Units:

Sr. No.	Bidding Unit	Licensed Service Area	Number of Towers to be installed & BTSs to be commissioned for providing Mobile Coverage in			Earnest Money Deposit Amount (in Rs. crore)
			Uncovered Villages*	Along National Highways <sup>#</sup>	Total	
1	Entire area falling within the state of Assam except the districts of Karbi Anglong and Dima Hasao (North Cachar)	Assam	950	33	983	14.06

Sr. No.	Bidding Unit	Licensed Service Area	Number of Towers to be installed & BTSs to be commissioned for providing Mobile Coverage in			Earnest Money Deposit Amount (in Rs. crore)
			Uncovered Villages*	Along National Highways <sup>#</sup>	Total	
2	Entire area falling within the state of Meghalaya	North East	2162	11	2173	26.21
3	Entire area falling within the state of Mizoram	North East	227	19	246	3.46
4	Entire area falling within the state of Tripura	North East	2	7	9	0.14
5	Entire area falling within the state of Nagaland	North East	112	48	160	2.30
6	Entire area falling within the state of Arunachal Pradesh	North East	0	149	149	1.96
7	Entire area falling within the state of Manipur	North East	384	53	437	5.89
8	Entire area falling within the state of Sikkim	West Bengal	19	1	20	0.26

- \* - BSNL has been nominated to execute the work related to the provision of mobile Coverage in the uncovered villages of the state of Arunachal Pradesh and 2 Districts of Assam namely Karbi Anglong and Dima Hasao (North Cachar). Work related to providing mobile coverage in other areas as mentioned above is to be executed under this scheme.
- # - Work related to the provision of seamless mobile coverage along the National Highways for all the states in the North Eastern Region, which includes the state of Arunachal Pradesh and 2 Districts of Assam namely Karbi Anglong and Dima Hasao (North Cachar), is to be executed under this scheme.
- (a) The definition of local areas with regard to the above Licensed Service Area as applicable to this License is as per definition applicable to CMTS/ UASL/ UL Licenses.

- (b) Details of Licensed Service Areas (LSAs) are given in **Annexure-1**. 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 Units, as stated in Clause 1.3, in the respective LSAs for provision of mobile coverage in identified uncovered villages and seamless mobile coverage along the National Highways in the North Eastern Region 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 in the states of the North Eastern Region is enclosed at Appendix-1 of the Tender Document. The USOF shall enter into Agreements with the respective successful bidders (Universal Service Provider) individually for each of the aforementioned bidding units in the respective Licensed Service Area.
- 1.5.** The number of towers, type-wise, 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 of -10% to +10% of specified number of sites, for each type of infrastructure/ BTS, as a result of actual survey to be carried out by the successful bidder, without any change in the Category – specific Representative Rates so arrived at after the bidding process or other terms & conditions of the Agreement.
- 1.6.** The percentage variation permitted for each type of infrastructure/ BTS [Type A, B, C, D for uncovered villages and Type B for National Highways] in a bidding unit shall be +/- 10% of the numbers specified herein. Installation of tower and associated infrastructure in an uncovered village is not required if the same can be covered by the towers to be installed along National Highways. The same should be duly justified and certified by the USP.
- 1.7.** It shall be the responsibility of the successful bidders to 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 uncovered village clusters and along National Highways and provide 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 bidders of the respective bidding unit will be based on the conditions stipulated in the Tender document.
- 1.7.1. Support at the Category-wise Representative Rates, for each bidding unit, emerging from the bidding process shall be given for provision of mobile services, from the identified number of sites, on production of certificates as per the formats prescribed in the Tender Document.
- 1.8. Preferential Market Access :**
- 1.9.1 Preferential Market Access as per gazette notification dated 5<sup>th</sup> Oct. 2012, issued by DoT, titled “Policy for Preference to domestically manufactured telecom products in procurement – Notifying Telecom Products for Government Procurement in furtherance of the Policy” shall be applicable.
- 1.9.2 Preferential Market Access to domestic manufacturers in respect of applicable Domestically Manufactured Telecom Products and minimum Value Addition (VA), shall be as stipulated in the said notification for the year(s) as applicable.
- 1.9. PURCHASE / AVAILABILITY OF TENDER DOCUMENT**
- 1.9.1. The bidders have to submit Non Disclosure Agreement (NDA) as per the prescribed format and Rs.25000/- (Rupees Twenty Five Thousand only), non-refundable, in the form of a 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, to Assistant Director General, USO Fund, DoT, Room No. 1405, Sanchar Bhawan, New Delhi - 110 117. Thereafter, the prospective Bidder who has complied as per above para, will be authorized by USO Fund to access/download the tender document from the E-tendering portal.

- 1.9.2. Only one Tender document is required for submission of bids for any/ all the Bidding Units for the Scheme. The format of NDA is provided along with D.N.I.T.
- 1.9.3. For e-bidding process a bidder is required to register compulsorily and complete all the required formalities on the E-tender portal ETS with URL <https://www.tcil-india-electronictender.com> (if not registered earlier) and submit Organisation ID on ETS portal to this office.
- 1.9.4. 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.
- 1.9.5. 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 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.

#### **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 Units, 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;
- (b) Bank Guarantee as per the format given in Annexure-6
- (c) 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.
- (d) Separate EMDs shall be submitted for each bidding unit by the bidder in which he wishes to participate.
- (e) No interest shall be payable for the sum deposited as EMD.

### 1.12. TIME LINES FOR VARIOUS ACTIVITIES OF THE TENDER

S No.	Stage	Date
1	Start date of availability of Detailed NIT on DoT/USOF website/TCIL Portal/ CPP Portal for information of prospective bidders	2-5-2016
2	Start date of availability Tender Document on e-tender portal for downloading / start of e-bidding process (www.tcil-india-electronictender.com)	5-5-2016
3	Pre Bid Conference	12-5-2016
4	Last date for receipt of queries/ clarification from bidders	23-5-2016
5	Issue of comprehensive replies of queries/ clarifications along with draft Agreement document	6-6-2016
6	Last date for download of Tender document from e-tender portal	29-6-2016
7	Bid / tender closing date - Last date and time for receipt of online sealed bids (Both Techno-Commercial & Financial)	11.00 Hrs, 29-6-2016
8	Time and Date for Public opening of Techno-Commercial Bid.	12.00 Hrs, 29-6-2016

**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 only to those who purchased the tender document. The notification will also be put up on USOF website [www.usof.gov.in](http://www.usof.gov.in)**

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 intimated only to those concerned.

### 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. Only one 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.** A Bidder can submit Financial Bids for one or more Bidding Units but Bidding Unit-wise Earnest Money / Bid Security shall be submitted.

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

- 1.17.** Incomplete, ambiguous, conditional Bids are liable to be rejected.
- 1.18.** 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.
- 1.19.** 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.
- 1.20.** 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.

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 IEM is as below :

Mrs. Indu Liberhan,  
C-559, Ground Floor,  
Defence Colony,  
New Delhi - 110024

- 1.21.** Any queries in respect of the Tender document, if any, can be sent at E-mail IDs and address of this office:

Dy. Administrator(T), USO Fund, DoT  
Room No. 719, Sanchar Bhawan,  
New Delhi - 110 001  
Phone: 011-2303 6409  
Fax: 011-2303 2088  
E-mail ID: dyadmnt.hq-dot@nic.in

**Encl:** Format for NDA

## NON- DISCLOSURE AGREEMENT

(on non-judicial stamp paper of Rs 100/-)

The President of India, acting through the Administrator, Universal Service Obligation Fund (USOF) who for the purpose of this Agreement is being represented by Shri Vivek Srivastava, Dy. Administrator (T) USOF, Department of Telecommunications, under Government of India and having its office at 2<sup>nd</sup> Floor, Sanchar Bhawan, 20 Ashoka Road, New Delhi 110001, (hereinafter referred to as the "Buyer ", which expression, unless repugnant to the context or meaning thereof, shall include its successors, administrators or assignees;) of the First Part

AND

M/s. -----, a company registered under the Companies Act 1956, having its registered office at -----, acting through Shri -----, the Authorised Signatory (hereinafter called the 'Bidder/Seller' which expression shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assignees) of the Second Part.

Whereas a tender was floated by USOF for 'Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country' and M/s \_\_\_\_\_ is one of the bidders. The bidder will be issued tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the bidder agrees as follows:-

1. This Agreement will apply to any information including information listed in Exhibit 'A' given below pertaining to project disclosed by USOF to the bidder in writing or otherwise information consists of tender document, specifications, designs, plans drawing, software, prototypes and / or technical information, and all copies and derivatives containing such Information, that may be disclosed to bidder for and during the Purpose. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by USOF to the bidder.
2. The bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The bidder shall cause its employees to comply with the provisions of this Agreement applicable to his and shall not reproduce information without prior permission of USOF. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The bidder may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify USOF for any breach of those obligations.
3. The bidder shall not disclose any information pertaining to this project to any third party.

4. Upon the request of USOF, the bidder shall return all information to USOF immediately, provided, however, that an archival copy of the information may be retained in the files of the bidder's counsel, solely for the purpose of providing the contents of the information.
5. In case the bidder is not selected for awarding the work of this project, he/she shall return to USOF all the original documents that have been made over by USOF to him/her pertaining to this project within 15 days of outcome of the tender and shall destroy all hard / soft copy/(ies) of the information pertaining to this project. Intimation in this regard is to be given by bidder to USOF.
6. The bidder recognizes and agrees that all the information pertaining to this project is highly confidential and is owned solely by USOF Govt of India and that the unauthorized disclosure or use of such Confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the bidder agrees that USOF will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. The bidder's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
9. This Agreement and Exhibit A attached hereto constitutes the entire agreement with respect to the bidders obligations in connection with information disclosed hereunder.
10. The bidder shall not assign this Agreement without first securing USOF's written consent.
11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by USOF in writing.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the ---- day of , 2016.

M/s \_\_\_\_\_

USOF

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



**Exhibit 'A'**  
**(Refer Para 1 above of NDA)**

1. **Business Purpose.** Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country.
  
2. **Confidential Information of Universal Service Obligation Fund (USOF)**
  - 2.1. Tender document for USOF Supported Scheme for “Provision of Mobile Services in Identified Uncovered Villages & Seamless Mobile Coverage along National Highways in the North Eastern Region of the Country”
  - 2.2. Details of sites and National Highways.
  - 2.3. All information shared in oral or in written by USOF with M/s\_\_\_\_.

USOF

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M/s

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