

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

**Request for Expression of Interest (EOI)
For
Empanelment of Agency (ies) for Third Party Audit of Last Mile Access
Projects under BharatNet**

(EOI Method: Online)

EOI Ref. No.- 30-415/2019-USOF(T)

(Total Pages: 38)

**Universal Service Obligation Fund (USOF)
Department of Telecommunications
Ministry of Communications
Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001
www.usof.gov.in**

Disclaimer

The information contained in the EOI document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Universal Service Obligation Fund (USOF), Department of Telecommunications, Ministry of Communications is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

The EOI is not an agreement or an offer by the Universal Service Obligation Fund (herein after, USOF/Employer) to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI include statements, which reflect various assumptions and assessments arrived at by the USOF in relation to the Consultancy. Such assumptions, assessments, statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the USOF, its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI.

Information provided in this EOI to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

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USOF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI. USOF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that USOF is bound to empanel or select any Applicant for the Consultancy. USOF reserves the right, without any obligation or liability, to reject all or any of the proposals without assigning any reasons whatsoever. USOF reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposals.

The Applicants shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by USOF or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and USOF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Empanelment Process.

Universal Service Obligation Fund (USOF)
Department of Telecommunications
Ministry of Communications
Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001
Website: www.usof.gov.in

SECTION-I

Notice Inviting Expression of Interest (EOI)

EOI No: 30-415/2019-USOF (T)

Dated: 20-4-2021

1. Notice Inviting EOI

EOIs in the prescribed format are invited on behalf of the President of India from suitable bidder(s) for the “Empanelment of Agency (ies) for Third Party Audit of Last Mile Access projects under BharatNet”. The EOI details are as provided below: -

S. No.	Particulars	Details
i.	Name of the Authority	Administrator, Universal Service Obligation Fund Department of Telecommunications, Ministry of Communications, Sanchar Bhawan, 20Ashoka Road, New Delhi 110001 Contact: 011- 23372144
ii.	EOI Reference No.	30-415/2019-USOF(T)
iii.	EOI Title	“Empanelment of Agency (ies) for Third Party Audit of Last Mile Access projects under BharatNet ”
iv.	Date and URL of Publishing of EOI	EOI can be downloaded from www.usof.gov.in or https://eprocure.gov.in/eprocure/app from 20/4/2021
v.	Due Date and Time of Submitting EOIs	18/5/2021 (11:00 hrs)

vi.	Date and Time of Opening Technical Bid	19/5/2021 (11:30 hrs)
vii.	Validity of EOI	The EOI shall remain valid for a period of minimum 180 (One Hundred Eighty) days from the last date of submission.
viii.	Empanelment Period	Minimum period of empanelment will be 12 Months and it may be extended afterward on requirement basis (upto maximum five (5) years, inclusive of the initial period of empanelment), based on the satisfactory performance by the successful bidder(s) on mutual consent. Third Party Agency (TPA) will have to verify 100% sites electronically based on NOC, MIS reports etc. and physically verify 10% of sites as per requirement of USOF which will be intimated from time to time. In case of material supplied, TPA may be asked to verify 100% at District/Central store level.
ix.	EOI Opening, Evaluation and Empanelment	The Empanelment will be done on the basis of qualifications as elaborated in the EOI document in single stage bidding process as Technical bid only. The financial bids are not being sought as part of this EOI and the financial quotes will be obtained from the empanelled agencies by USOF from time to time by specifying scope of work for various Last Mile Access Projects at Gram Panchayat/Village level under BharatNet.
x.	Method of Selection	Bidders fulfilling Eligibility criteria mentioned in Para 7 of Section-II of this EOI (Evaluation of Eligibility criteria)

Note: EOI Document for participating in e-Tender will be available in public domain at USOF website, www.usof.gov.in/ Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and can be downloaded free of cost. The bidders have to submit Rs. 2000/- (Rupees Two Thousand only), in the form of a Account Payee non-refundable 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 New Delhi towards EOI document fee, along with the EOI.

2. **Last Date & Time of Submission of EOI Response:** 18/5/2021 by 11:00 hrs. In case the date of submission (and opening) is declared to be a holiday, the date of submission of offline documents and opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in EOI opening date due to any other unavoidable reason will be intimated to all the bidders separately.
3. **Opening of EOI Response:** At 11:30 hrs of 19/5/2021.
4. **Place of opening of EOI Response:** USOF has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. USOF's EOI Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from their offices. Please refer Annexure-II of EOI document for further instructions. However, authorized representatives of bidders, if they desire can attend the TOE.
5. The bidder is required to submit the EOI response online at CPP Portal: <https://eprocure.gov.in/eprocure/app> EOI response received after due time & date will not be accepted.
6. Incomplete, ambiguous, conditional, digitally unsealed EOI responses are liable to be rejected.
7. Administrator, USOF reserves the right to accept or reject any or all EOI responses without assigning any reason.
8. In case of any correction/ addition/ alteration/ omission in the EOI document, EOI response shall be treated as non-responsive and shall be rejected summarily. All documents submitted in the EOI response should be preferably in English. In case the certificate viz. experience, registration etc. is issued in a language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator, to be true copy in addition to the relevant certificate.

9. All computer generated documents should be duly attested/ signed by the issuing organization.

10. Tentative date/time schedule for various activities is as mentioned below:

Activity	Tentative Date	Time
Issue of EOI	20/4/2021	
Accessibility of EOI	20/4/2021	17:00 hrs
Last Date & Time of seeking clarifications	27/4/2021	15:00 hrs
Closure of download of EOI document	18/5/2021	11:00 hrs
Last Date & Time of Submission of EOI Responses online and Off line documents	18/5/2021	11:00 hrs
Opening of EOI Responses	19/5/2021	11:30 hrs

Note: USOF shall not be responsible for non-receipt/ no-delivery of the EOI Response due to any reason whatsoever.

Deputy Administrator (T-II)
O/o Administrator, USOF
Room no. 413,
Sanchar Bhawan, New Delhi
Phone No. 011-23036132
E-mail: dat2usof-dot@gov.in

SECTION-II

Section-II

Details of Empanelment Process

1. List of Abbreviations:

Expression	Full Form
AP	Access Point
BBNL	Bharat Broadband Network Limited
CCA	Controller of Communication Accounts
FLM	First Line Maintenance
FPOI	Fiber Point of Interconnection
GP	Gram Panchayat
GPON	Gigabit Passive Optical Network
LMC	Last Mile Connectivity
MIS	Management Information System
NOC	Network Operation Centre
O &M	Operation and Maintenance
OFC	Optical Fibre Cable
OLT	Optical Line Terminal
ONT	Optical Network Terminal
PSP	Private Service Provider
SLA	Service Level Agreement
TERM	Telecom Enforcement Resource and Monitoring
TPA	Third Party Agency
TSP	Telecom Service Provider
USOF	Universal Service Obligation Fund

2. Definitions

Universal Service Obligation Fund (USOF), is an attached office of Department of Telecommunications, Ministry of Communications, headed by Administrator, USOF. As part of the implementation activities, USOF invites EOI for the “Empanelment of Agency (ies) for Third Party Audit of Last Mile Access projects under BharatNet”. These Agencies will have to verify 100% sites electronically based on NOC, MIS reports etc. and physically verify 10% of sites as per requirement of USOF which will be intimated from time to time. In case of material supplied, TPA may be asked to verify 100% at District/Central store level

- **“Third Party Agency”** means the Successful Bidder / Independent & Trusted Advisor selected for auditing the Last Mile Access Services under BharatNet Project through this EOI.
- **Empanelled Agency:** Empanelled Agency means the Bidder who becomes successful through the EOI process.
- **Purchaser:** “The Purchaser” means the Administrator, USOF, DoT, New Delhi
- **Bidder:** “The Bidder” means the individual or firm who participate in this EOI and submits its EOI.
- **Designated Monitoring Agencies (DMAs)** – DoT units in various States designated for monitoring the USOF works like CCAs, TERM cells etc.
- USOF reserves the right to decide on the number of agencies to be empanelled for TPA.

3. Project Background

3.1 About BharatNet

BharatNet earlier known as National Optical Fiber Network (NOFN) is a project approved in 2011 to provide broadband connectivity to over 2.5 lakh (2,50,000) Gram Panchayats across India. Project aims to connect all the 2.5 lakh GPs in the country by an optimal mix of media, i.e., Underground OFC, Aerial OFC, and Radio & Satellite and provide affordable broadband services to citizens and institutions in rural and remote areas. It will also facilitate the delivery of e-Governance, e-health, e-education, e-banking, Internet and other services to the rural India. A special purpose vehicle Bharat Broadband Network Limited was created as a Public Sector Undertaking for the execution of the project. The project is being funded by Universal Service Obligation Fund.

The endeavor is not only to create the network infrastructure at the GPs but to also enable affordable last mile access to the village population. Provisioning of community Wi-Fi services and FTTH connectivity across all the Gram Panchayats is envisaged as an intended outcome of the BharatNet project.

The entire project is being funded by Universal Service Obligation Fund, which was set up for improving telecom services in rural and remote areas of the country.

The Government intends to create digital highway by laying OFC or Radio Connectivity from Block to Gram Panchayat, including supply of OLT, ONT, and Solar Panel to enable the intended services such as internet, telephone, e-services and value-added services. USOF is carrying out several projects of LMC across various states under BharatNet; therefore, the EOI is called for empanelment of TPAs who may be awarded work based on the BharatNet. The financial proposals will be called from the empanelled TPAs from time to time giving description/scope of work.

4. Broad Scope of Work of TPA

TPA will have to verify 100% sites electronically based on NOC, MIS reports etc. and physically verify 10% of sites as per requirement of USOF which will be intimated from time to time. In case of material supplied, TPA may be asked to verify 100% at District/Central store level. The exact scope of work of TPA shall be described while calling for the financial proposals time to time. The broad indicative scope of work (**but not limited to**) is as follows:

- i. Physical verification on random basis - TPA shall perform inspection of sites on random sample basis and conduct the audit for the equipment installed and check the commissioning report along with the utilization of the created infrastructure. For sampling, stratified multi-stage random sampling method shall be adopted. This means, the physical sites to be inspected would be covering all districts and blocks in a State to the extent possible.
- ii. Electronic verification of 100% sites based on NOC, MIS etc. to assess the commissioning.
- iii. TPA shall verify the technical specification of the equipment installed etc.
- iv. TPA shall conduct the performance and throughput testing of the connections provided including coverage testing, signal strength, bandwidth test etc.
- v. Verifying the local content (LC) as per the definitions of the LC in PMA (Preference to Make in India) guidelines of DIPP (Department for Promotion of Industry and Internal Trade), and DoT, Govt. of India.
- vi. Verification of bills /certificate of utilisation/certificate of commissioning and commencement of services/acceptance testing of equipment as per USOF agreement with the respective implementation agencies.
- vii. Quality of services as per standards etc.

4.1 Report Submission

TPA shall verify and submit the technical specifications report to USOF/respective CCAs offices/DoT Units.

4.2 Resource Deployment

- a) TPA shall deploy their resources in consultation with USOF/designated DMAs in the DoT field units.
- b) TPA will designate one senior official to co-ordinate with USOF. In case TPA does not have their office in locations of States, one senior level personnel should be stationed in those locations for day to day co-ordination activities between USOF and TPA.
- c) The TPA shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- d) Adequate training, required to carry out the activities mentioned in the scope of work above shall be provided by TPA to all deployed resources.
- e) Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by TPA.
- f) USOF shall be at liberty to object to and require the TPA to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by USOF to be undesirable. Such person shall not be employed again at works site without the written permission of USOF and the persons so removed shall be replaced with in a week's time by competent substitutes.

4.3 Project Monitoring

- a) The TPA may be required to be involved in some projects from Survey activities stage and project monitoring also. The exact scope of work shall be informed at the time of calling financial quotes along with estimated cost and payment terms.

5. Evaluation of EOI

- a) The Purchaser shall examine the received EOIs to determine their responsiveness, i.e. whether they are complete, whether the EOI format confirms to the EOI requirements, whether the documents have been properly signed, and whether the EOI is generally in order.
- b) EOI determined as not substantially responsive shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- c) Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser’s requirements, as described in the EOI. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully audit and monitor the work as mentioned in the scope of work. The EOI must be complete in all respect and covering the entire scope of work as stipulated in the EOI.

6. Clarifications

- a) When deemed necessary, during the process, the Purchaser may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the EOI submitted.
- b) USOF reserves the right to seek clarifications on the already submitted documents.

7. Evaluation of Eligibility Criteria

The EOI shall be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the EOI. Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

Following are the minimum eligibility criteria based on which Bidder shall be evaluated for eligibility for further processing:

Eligibility Criteria:

S. No.	Eligibility Criteria	Documents Required
1.	<p>A. The Sole Bidder and all the consortium members should be registered under Companies Act, 1956/2013 or as amended or an LLP firm/Partnership firm under Partnership Act 1932.</p> <p>B. The Sole Bidder should have completed at least 7 years of Operations in India as on EOI submission date.</p> <p>C. Consortium is allowed. Maximum 2 consortium members are allowed to participate.</p>	<p>The Bidder and all the consortium members:</p> <ul style="list-style-type: none"> ● Copy of Certification of Incorporation/Registration Certificate ● PAN card ● GST Registration

S. No.	Eligibility Criteria	Documents Required
2.	<p>The Sole Bidder/ Lead Bidder (in case of consortium) should have an average annual turnover of INR 20 Crores for the last three financial years (FY 2017-18, 2018-19 and 2019-20)</p>	<p>The Bidder/ Lead Bidder (in case of consortium)</p> <ul style="list-style-type: none"> ● Audited financial statements for the last three financial years (FY 2017-18, 2018-19 and 2019-20) ● Certificate from the Statutory Auditor / Chartered Accountant on turnover details for the last three (3) financial years (FY 2017-18, 2018-19 and 2019-20) ● Certificate from the Statutory Auditor / Chartered Accountant on positive net-worth for the last three financial years (FY 2017-18, 2018-19 and 2019-20)
3.	<p>The Sole Bidder/Lead Bidder (in case of consortium) possess any two (2) of the below certifications which are valid at the time of bidding:</p> <ol style="list-style-type: none"> i. ISO 9001:2008/ ISO 9001:2015 for Quality Management System ii. ISO 20000:2011 for IT Service Management iii. ISO 27001:2013 for Information Security Management System 	<p>The Sole Bidder/ Lead Bidder (in case of consortium):</p> <p>Copies of valid certificates</p>
4.	<p>The Sole Bidder/ Lead Bidder (in case of consortium) should possess at least 50 full time employees on payroll of the Bidder, working in the IT/Telecom: Design/ Implementation / Audit of Enterprise Network services as on EOI submission date.</p>	<p>The Bidder/ Lead Bidder (in case of consortium):</p> <p>Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorised signatory of this EOI.</p>

S. No.	Eligibility Criteria	Documents Required
5	<p>A. The Sole Bidder or any of the consortium member must have an experience of Project management/ auditing/monitoring/consulting of at least five (5) projects involving IT Consultancy /Telecom/ IT Advisory `in State / Central Government with a value of more than INR 2 Crore each in India in the last five (5) financial years as on EOI submission date.</p> <p>B. The Sole Bidder should have experience of auditing/monitoring of similar projects in State / Central Government with a value of more than INR 1 Crore each in India in the last five (5) financial years as on EOI submission date.</p>	<p>The Bidder or any of the consortium member:</p> <p>Work order/Purchase Order/ Contract Agreement</p> <p>OR</p> <p>Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order</p> <p>OR</p> <p>Self-certificate from the Bidder mentioning the Scope of Work, Bill of Material and value of the Work order/Purchase Order/ Contract Agreement, signed by authorised signatory of the Bidder for this EOI along with the certificate issued by the Statutory Auditor / Chartered Accountant certifying value of the project</p> <p>OR</p> <p><i>Work Order/Agreement/Client Certificate or self-certificate from authorized signatory</i></p>
6.	<p>The Sole Bidder and all the consortium members should not have been black-listed for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government as on EOI submission date (during last three (3) years).</p>	<p>The Sole Bidder and all the consortium members shall furnish an undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in Annexure VIII</p>

S. No.	Eligibility Criteria	Documents Required
7.	Specific Power of Attorney in favour of Authorized Signatory signing the EOI and Board Resolution in favour of person granting the Power of Attorney for the Sole Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the Contract Agreement	Specific Power of Attorney for the Sole Bidder to sign the Contract Agreement on Non Judicial stamp paper of Rs 100/-

***Note:** During EOI evaluation, if required, USOF may seek additional document(s)/ clarification(s) from Bidders. The Bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, USOF shall have right to disregard the clarification and proceed with the evaluation as per the EOI terms and conditions.

SECTION-III

Section-III

1. Terms and Conditions of the EOI

1.1 General:

- a) The Bidders are requested to examine the instructions and terms and conditions given in the EOI. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of EOI.
- b) It will be imperative for each Bidder to familiarize itself/themselves with the prevailing legal situations for the execution of contract. USOF shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the EOI.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the EOI and no claim whatsoever, including those of financial adjustments to the contract awarded under this EOI, will be entertained by USOF. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its bid to cover all obligations under this EOI.
- e) The financial quotes for Last Mile Access projects under BharatNet project will be called from the empanelled Third Party Agencies from this EOI only. The exact scope of work shall be informed at the time of calling financial quotes along with estimated cost, EMD, PBG, payment terms, penalties etc. The successful bidders of financial bid stages will be required to sign an Integrity pact as per format supplied by USOF before award of work.
- f) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced.

Note: The Bidder should be fully and completely responsible to USOF for all the deliverables.

1.2 Clarifications in the EOI

A prospective Bidder requiring any clarification in the EOI may notify USOF in writing by e-mail to dat2usof-dot@gov.in on or before 15:00 hrs on 27/4/2021. The Bidder shall submit any queries related to the EOI document in the following format. The queries should necessarily be in the below given format:

S. No.	Page Reference in the EOI Document	Clause No. in the EOI	Clarification Sought

Note: Any clarification issued by USOF in response to queries raised by prospective bidders shall form an integral part of EOI documents and it may amount to amendment of relevant clauses of EOI document.

1.3 Amendments to the EOI

- a) Before closing of the EOI, clarifications and amendments, if any, will be notified through e-tendering portal/USOF website. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this EOI. USOF will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) Before the closing of the EOI, USOF may amend the EOI document as per requirements or wherever USOF feels that such amendments are necessary.
- c) Amendments may also be given in response to the queries by the prospective Bidders.
- d) USOF, at its discretion, may or may not extend the due date and time for the submission of EOI on account of amendments.
- e) USOF is not responsible for any misinterpretation of the provisions of this EOI document on account of the Bidders failure to update the EOI documents on changes announced through the website.

1.4 Language of the EOI

The EOI prepared by the Bidder as well as all correspondence and documents relating to the EOI shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied

by an accurate translation in English duly notarized, in which case, for all purposes of the EOI, the translation shall govern. EOI received without such translation copy are liable to be rejected.

2. Contacting EOI Inviting Authority

Bidders shall not make attempts to establish unsolicited and unauthorized contact with USOF/ EOI Committee from the time of the opening of EOI till the notification of the Award and any attempt by any Bidder to induce any extraneous pressures on the EOI Accepting Authority shall be sufficient reason to disqualify the Bidder. Notwithstanding anything mentioned above, USOF may seek bonafide clarifications from Bidders relating to the EOI response submitted by them during the evaluation process.

3. Submission of Eligibility EOI

- a) The EOI prepared by the Bidder and all correspondence and documents relating to the EOI exchanged by the Bidder and USOF, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the EOI, the English translation shall govern.
- b) Scanned copy of the EOI duly signed by the authorised signatory shall be uploaded on the CPP Portal along with other bid documents.
- c) It shall be deemed that the Bidders have done careful study and examination of the EOI document and has fully understood the implications.
- d) The response to the EOI should be full and complete in all respects. Failure to furnish the requisite information or submission of EOI not substantially responsive to the EOI document in every respect will be at the Bidder's risk and may result in rejection of the EOI.
- e) All materials submitted by the Bidder become the property of USOF and may be returned at its sole discretion.
- f) A firm may submit ONLY ONE EOI. Furthermore, a firm which is a Bidder cannot be a Subcontractor in other EOI. In BharatNet project, the TPAs are also working on behalf of BBNL/State Project Implementing Agencies. The final award of work in

any State would be excluded to such TPAs who are already Implementing Agency or appointed as TPAs by the Implementing agency.

- g) If a Bidder intends to subcontract major items of supply or services, it shall include in the EOI details the name and nationality of the proposed subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any subcontractor proposed complies with the requirements applicable to a Bidder. For the purpose of these bidding documents, a subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the contract.

4. Cost of EOI

The Bidder shall bear all costs associated with the preparation and submission of its EOI including cost of presentation for the purposes of clarification of the EOI, if so desired by the USOF. USOF shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

5. Documents Comprising the EOI

The EOI prepared by the Bidder shall comprise the following components. The EOI not conforming to the requirements shall be summarily rejected. The Bidder must submit all the Documents as mentioned in **Annexure-III**. In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the EOI), original copies or attested copies, as the case may be, in the absence of which the EOI will be rejected.

- a) Annexure-IV: EOI Cover Letter
- b) Annexure-V: Profile of sole Bidder
- c) Annexure-VI: Declaration of Acceptance of EOI Terms & Conditions
- d) Annexure-VII: Project Experience
- e) Annexure-VIII: Affidavit certifying that Bidder is not blacklisted
- f) Annexure-IX: Near Relationship Certificate
- g) Demand Draft for Rs. 2000/ towards cost of EOI document
- h) Power of Attorney along with Board Resolution/Authorisation, Noterised and on 100Rs Stamp paper
- i) Validity of EOI responses on company letter head duly signed by Authorised signatory
- j) All documents required as mentioned in the table in Section-II, clause- 7

6. Force Majeure

TPA/USOF shall not be liable for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Govt. authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

7. Other Conditions

- a) The final decision would be based on the technical capacity and meeting the Eligibility Criteria as specified in the EOI.
- b) USOF reserves the right to reject any or all the EOIs without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of EOI as deemed necessary in the best interest of USOF for good and sufficient reasons.
- c) TPA would be required to adhere to the practices, terms and conditions and specifications mentioned in EOI for Labour Welfare and Insurance, Regulatory Compliance, Tools and Safety Precautions. TPA will ensure the implementation of same.

8. Arbitration and Jurisdiction

- a) In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Delhi, India and in the English language only.
- b) Subject to the above, the Courts at Delhi alone only shall have jurisdiction in the matter.
- c) Service Tax, as applicable, will be paid extra.

9. EOI Closing Date and Time

The EOI should be submitted not later than the date and time specified in the Notice Inviting EOI or corrigendum if notified.

10. EOI Validity

The EOI submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the EOI. However, USOF reserves the right to extend or short close the EOI validity period if situation warrants benefiting the Government.

11. Initial Scrutiny

Initial EOI scrutiny shall be conducted, and incomplete details as given below will be treated as non-responsive, if EOIs are:

- a) Not submitted as per procedure of submission of EOI as specified in the EOI.
- b) Received without the Letter of Authorization.
- c) Are found with suppression of details with incomplete information, subjective, conditional offers and partial offers.
- d) Submitted without support documents as per the Eligibility Criteria.
- e) Non-compliance of any of the clauses stipulated in the EOI.
- f) Lesser validity period.

All responsive EOI shall be considered for further evaluation. The decision of USOF will be final in this regard.

12. Suppression of Facts and Misleading Information

- a) During the EOI evaluation, if any suppression or misrepresentation of facts is brought to the notice of USOF, USOF shall have the right to reject the EOI and if after selection than USOF would terminate the contract, as the case may be, without any compensation to the Bidder.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving the ineligibility is found suppressed or erased, USOF shall have the right to seek the correct facts and figures or reject such EOI.

13. Opening of EOI Responses by USOF

- a) USOF shall open EOI response online at the time specified in the Detailed Notice Invitation for Expression of Interest (EOI). The bidders or their authorized representatives, who are present, shall sign in an attendance sheet. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in EOI response opening. The bidders may also attend the EOI response/Tender Opening Event (TOE) online. A maximum of two

representatives of any bidder shall be authorized and permitted to attend the EOI response opening. The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14. Letter of Empanelment

- a) The final acceptance of the EOI is entirely vested with USOF who reserves the right to accept or reject any or all of the EOIs in full or in parts without assigning any reason whatsoever. The EOI Accepting Authority may also reject all the EOIs for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the EOI by USOF, the Successful Bidder shall have no right to withdraw their EOI.
- b) After acceptance of the EOI by USOF an Empanelment Letter will be issued to the Successful Bidder(s) by USOF.

15. Termination of Contract

Termination for Default

USOF may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven (7) days, sent to the Successful Bidder, terminate the contract in whole or part,

- a) if the Successful Bidder fails to deliver the services within the time period(s) specified in the Contract, or within any extension thereof granted by USOF; or
- b) if the Successful Bidder fails to perform any of the obligation(s) under the Contract; or
- c) if the Successful Bidder, in the judgment of USOF, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event USOF terminates the Contract in whole or in part, USOF may take, upon terms and in such manner as it deems appropriate, the services similar to those delivered and the Successful Bidder shall be liable to USOF for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

Termination for Insolvency

USOF may at any time terminate the Contract by giving written notice with a notice period of seven (7) days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to USOF.

Termination for Convenience

USOF may by written notice, with a notice period of seven days (7) sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

Assigning of EOI whole or in part

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any Person (s) or body corporate for the execution of the contract or any part thereof without the written consent of USOF

16. Rejection Criteria

Besides other terms & conditions highlighted in the EOI, EOI may be rejected under following circumstances

General Rejection Criteria

- a) EOI received through Telegraphic / Fax/E-Mail/ Hard copies except, wherever required.
- b) EOI which do not conform to unconditional validity of the EOI as prescribed in the EOI.
- c) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the EOI Process.
- d) Any effort on the part of a Bidder to influence the Purchaser's EOI evaluation, EOI comparison or contract award decisions.
- e) EOI received by the Purchaser after the last date for receipt of EOI prescribed by the Purchaser

- EOI without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

17. Near-relationship certificate

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 EOI. 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 fulfillment of the above requirement submitted by the Company Secretary/Chairman or Managing Director of the Company/Authorized Signatory who is authorized for submission of EOIs, on behalf of all the Directors is also acceptable. Due to any breach of these conditions by the company or firm or any other person the EOI will be cancelled and EOI 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. The Company or firm or the person will also be debarred for further participation in all the forthcoming EOIs of USOF. 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).

The format of the certificate is as per **Annexure-IX**.

ANNEXURE-I
LETTER OF AUTHORISATION FOR ATTENDING EOI OPENING
(To be typed preferably on letterhead of the company)

To
Deputy Administrator
USOF
New Delhi - 110 001

Subject: Authorization for attending EOI opening on _____ (date) in
the EOI of _____.

I/We Mr./Ms. have submitted our EOI response for the EOI no.
..... in respect of
..... (Item of work) which is due to
open on (date).

Following persons are hereby authorized to attend the EOI opening for the EOI mentioned
above on behalf of (Bidder) in order of
preference given below.

Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder/ Officer authorized to sign the EOI Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend EOI opening. In cases where
it is restricted to one, first preference will be allowed. Alternate representative will be
permitted when regular representatives are not able to attend.

ANNEXURE-II
SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

1. REGISTRATION

1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode / eMudhra etc.), with their profile.

1.5 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.

1.6 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. SEARCHING FOR TENDER DOCUMENTS

2.1 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.

2.2 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 / email in case there is any corrigendum issued to the tender document.

2.3 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.

3. PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

3.2 Please 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.

3.3 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.

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

3.5 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.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. SUBMISSION OF BIDS

4.1 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.

4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

4.5 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.

4.6 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.

4.7 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.9 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.

4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

5. Offline Submissions:

The bidder is requested to submit the following documents offline to Deputy Administrator (T-II), Room no.413, USOF, DoT, Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, before the last date and time of bid submission in a Sealed Envelope otherwise the bid shall not be opened:

5.1 Original copy of the letter of authorization shall be indicated by written power-of-attorney.

5.2 Demand Draft/ Bankers cheque of an amount of Rs. 2000/- (Rupees Two Thousand Rupees only) , drawn in favour of "Pay & Accounts Officer (HQ), Department of Telecom,

New Delhi” towards EOI document fee, along with the EOI, drawn on any nationalised / scheduled bank and payable at New Delhi.

5.3 Validity of EOI responses on company letter head duly signed by Authorised signatory.

6. ASSISTANCE TO BIDDERS

6.1 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.

6.2 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.

Annexure-III (Eligibility Document Checklist)

S. No.	Section & Clause No.	Documents Required	Page No & File Name in Bid
Off Line Documents			
1	ANNEXURE-I	Letter of Authorisation for attending EOI opening	
2	I.1	DD for Tender Fee	
3	II.7	Power of Attorney along with Board Resolution/Authorisation, Noterised and on Rs. 100/- Stamp paper	
4	I.1	Validity of EOI responses on company letter head duly signed by Authorised signatory	
On Line Documents			
1	II.7	All documents required as mentioned in the table in Section-II, clause- 7	
2	Annexure-IV	EOI Cover Letter	
3	Annexure-V	Bidder's / Supplier Profile	
4	Annexure-VI	Declaration of Acceptance of Terms and Conditions in EOI	
5	Annexure-VII	Project Experience	
6	Annexure-VIII	Affidavit certifying that Bidder is not blacklisted	
7	Annexure-IX	Near Relation Certificate	

Annexure-IV-EOI Cover Letter (To be submitted on Letter Head)

To

Universal Service Obligation Fund
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi 110001

Subject: EOI for Empanelment of Agency (ies) for Third Party Audit of Last Mile Access projects under BharatNet

Dear Sir,

With reference to your EOI dated, I/We, having examined all relevant documents and understood their contents, hereby submit our EOI for Empanelment of Agency (ies) for Third Party Audit of Last Mile Projects under BharatNet

The Proposal is unconditional and unqualified.

1. All information provided in the EOI and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our EOI without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any EOI that you may receive nor to select the agency, without incurring any liability to the Bidders.
6. I/We to the best of our knowledge certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the

Project or which relates to a grave offence that outrages the moral sense of the community.

7. I/We to the best of our knowledge further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Govt. or convicted by a Court of Law for any offence committed by us or by any of our Associates.

8. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Govt. of India in connection with the selection of agency or in connection with the Selection Process itself in respect of the above-mentioned Project.

9. I/We agree and understand that the Proposal is subject to the provisions of the EOI document. In no case, shall I/We have any claim or right of whatsoever nature if me or our Proposal is not opened or rejected.

10. I/We agree to keep this offer valid for minimum 180 days from the Proposal Due Date specified in the EOI.

11. I/We agree and undertake to abide by all the terms and conditions of the EOI document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure-V-Profile of the Sole Bidder

S. No.	Particulars	Information/documentary proof submitted for the compliance as applicable along with the page No. reference
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	Registered Office Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	

5.	Name	
	Personal Telephone Number	
	Email Address	
6.	Local presence at Delhi	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
7.	Contact Person	
	Name	
	Personal Telephone Number	
8.	Registration Details	
	Permanent Account Number	
	GSTN Registration Number	
9.	Banker's Name, Address and Account Number	
10.	Certificate of Incorporation	

Annexure-VI- Declaration of Acceptance of EOI Terms & Conditions

To,

 Universal Service Obligation Fund
 Department of Telecommunications
 Sanchar Bhawan, 20
 Ashoka Road New Delhi 110001
 Contact:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI document [EOI Ref. No. XXXXXXXX] regarding “EOI for Empanelment of Agency (ies) for Third Party Audit of Last Mile Access Projects under BharatNet”

I declare that all the provisions of this EOI/EOI Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure-VII-Project Experience

S. No.	Item	Details
General Information		
1.	Customer Name/Government Department	
2.	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3.	Contract Value of the Project in INR (Crore)	
Project Details		
4.	Name of the Project	
5.	Start Date / End Date	
6.	Current Status (work in progress, completed)	
7.	Contract Tenure	
8.	Type of Project	

Annexure- VIII-Format for undertaking of non-blacklisting

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

(Insert Bidder Name) have not been blacklisted/debarred by any Central/ State Government and also have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice with any Indian Central/ State Government in last three (3) years.

Authorized Signature: _____

Name and Title of Signatory: _____

Location: _____ Date: _____

Annexure- IX-Format for Near Relationship Certificate

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