

SECTION-I

Request for Quotation (RFQ)
from the Empanelled Agency for Third Party Audit of "Pilot project regarding
extending BharatNet connectivity up to villages in the State of Bihar executed by M/s
CSC-SPV"

File No.DDG(SplProj)/USOF/DoT/DCC-BH/2020
Government of India
Ministry of Communications
Department of Telecommunications
Digital Bharat Nidhi
Sanchar Bhawan, New Delhi – 110001

Dated: 17.04.2025

To

All Empanelled Agencies

Subject: Inviting Request for Quote (RFQ) from the Empanelled Agencies for Third Party Audit of "Pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar executed by M/s CSC-SPV"

Sir/Madam,

On behalf of the President of India, Administrator, Digital Bharat Nidhi (DBN) (erstwhile USOF), having office at Room No. 318, Third Floor, Sanchar Bhawan, New Delhi, invites financial bids from the empanelled agencies as communicated vide this office letter, No.30-415/2019-USOF(T) dated 19.08.2021 and any addendum(s)/clarification(s) issued thereof.

2. DBN wishes to engage Agency for Third Party Audit of pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar. The responsibilities and services to be provided by the selected agency are mentioned in this RFQ.
3. The bidders are advised to study the RFQ document carefully. Submission of bids shall be deemed to have been done after careful study and examination of this RFQ document with full understanding of its implementation. Bidders shall bear all the costs associated with the preparation and submission of the bids.
4. The issue of this RFQ does not imply that DBN is bound to select any bidder or to appoint the selected bidder, as the case may be. DBN reserves the right, without any obligation or liability, to accept or reject any or all the bids in whole or part without assigning any reasons thereof. DBN reserves the right to withhold or withdraw the process at any stage with intimation to all the participating bidders.
5. Empanelled Agencies willing to participate in the RFQ, shall submit the proposal in sealed cover duly signed by the Authorised representative before the scheduled date and time for bid submission. Proposals submitted after due date and time will not be entertained.



Bidders are requested to refer the website www.usof.gov.in on regular basis to note any changes in the timelines as stated in the Key Dates section. Address for Communication is as under:

Director (SP-I)
O/o Administrator, DBN
Room no 1213, Sanchar Bhawan, New Delhi
Phone No. 011-23753039
E-mail: director-t2-usof@gov.in

6. The Agency selected for the work is required to sign the Integrity Pact as per Annexure-IX, Section VII of this RFQ. IEMs appointed by DoT shall oversee the implementation of Integrity Pact Program.



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Ministry of Communications
Department of Telecommunications
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Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001
www.usof.gov.in

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Selection of Agency for Third Party Audit of
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Date of Issue: 17.04.2025

(Total Pages: 42)

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Key Dates

Sl. No.	Description	Date
1.	Issue of RFQ	17.04.2025
2.	Last Date/Time for submission of Queries and Clarifications	24.04.2025
3.	Due Date, Time & Place For submission of proposal	08.05.2025 (15:00 Hrs) Room No.1213, Sanchar Bhawan, 20 Ashoka Road, New Delhi
4.	Due Date, Time & Place of opening of Proposals (Proposal received after due date and time will be summarily rejected)	08.05.2025 (15:30 Hrs) Room No.1213, Sanchar Bhawan, 20 Ashoka Road, New Delhi
5.	Issue of Advance Work Order/Lol	Will be done in due course

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SECTION-II

General Instructions to Bidders

1. Definitions:

1.1 As per DBN rules, "Administrator" means the Administrator of the DBN, an attached office of the Department of Telecommunications under Ministry of Communications.

1.2 "Agreement" shall mean the Agreement signed between the Administrator and the Agency for Third Party Audit (TPA) of Last Mile Access projects under BharatNet. The Agency Agreement is part of this RFQ (Section VI).

1.3 "Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.

1.4 "Agency" shall mean the agency that have been empanelled vide letter No.30-415/2019-USOF(T) dated 19.08.2021 in pursuance to the EOI No:30-415/2019-USOF(T) dated 20-04-2021 and any addendum(s)/ clarification(s) issued thereof.

1.5 "Bidder" means the TPA who is already empanelled with DBN and desirous to participate in this financial bid and submits the same.

1.6 "Contract Price" means the price payable to the TPA under the Work order for the full and proper performance of its contractual obligations.

1.7 'Fees' means the fee payable to Agency for the performance of the services subject to such deductions there from, as may be made pursuant to the decision of Administrator.

1.8 "Purchaser" means the Administrator, DBN, Department of Telecommunications, New Delhi.

1.9 'RFQ' means the Request for Quotation issued by the DBN for the selection of Agency.

1.10 'Services' means the work, activities, tasks and responsibilities to be performed by the Agency in pursuance to the Work Order and expected results and deliverables as specified under the Work Order.

1.11 "Successful Bidder(s)" means the bidder(s) to whom work is awarded.

1.12 'TPA' means the Third Party Agency offering the services as per Scope of Work and which has been empanelled in pursuance to the EOI No: 30-415/2019-USOF (T) dated: 20.04.2021.

1.13 'DBN' shall have the same meaning as ascribed to it under the Clause (1A) of Section 3 read with Section 9A of Indian Telegraph Act, 1885 as amended from time to time.

1.14 "Work Order" means the order placed by the Purchaser on the TPA including all attachments and appendices thereto and all documents incorporated by reference therein.

2. Introduction

2.1 Administrator, DBN wishes to engage agency for Third Party Audit of Pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar from the empanelled agencies communicated vide letter dated 19.08.2021 in pursuance to the EOI No: 30-415/2019-USOF(T) dated 20.04.2021 and any addendum(s)/clarification(s) issued thereof.

2.2 The date, time and address for submission of the proposal have been given in the Key Dates section of the RFQ.

2.3 The empanelled agencies are invited to submit their Financial Bids for the proposed work as per Section IV of this RFQ.

2.4 Participating bidders should familiarize themselves with local conditions in Bihar and take them into account while preparing their Bids. If any clarification is required on any clause/condition of the RFQ, the same may be forwarded within the prescribed time period to DBN.

2.5 Participating bidders shall bear all costs associated with the preparation and submission of their Bids. Administrator, DBN is not bound to accept any Bids and reserves the right to annul the selection process at any time prior to letter of award.

2.6 All the provisions listed out in the EOI No: 30-415/2019-USOF(T) dated 20.04.2021 & clarifications issued there upon and terms & conditions of Empanelment shall be binding upon the participating bidders of this RFQ. The Responsibilities & Services to be performed by Agency, selected in pursuance to this RFQ, is stated in the RFQ and EOI document.

3. Clarification and Amendment of RFQ Document

3.1 Participating bidder may request a clarification on any clause of the RFQ document within the time frame indicated in the Key Dates section of this RFQ. Any request for clarification may be notified to DBN in writing by e-mail to director-t2-usof@gov.in on or before **...-...-2025**. The Bidder shall submit any queries related to the RFQ document in the following format:

Sl. No.	Page Reference in the RFQ Document	Clause No. in the RFQ	Clarification Sought

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

3.2 At any time before the submission of proposals, Administrator may, in its sole discretion, amend the RFQ by issuing an addendum in writing & conveying the same to the participating bidders which shall be binding to them. Participating bidders shall acknowledge receipt of all such amendments/clarifications/amendments. To give the participating bidder reasonable time in which to take an amendment into account in their Bids, Administrator may, if the amendment is substantial, extend the deadline for the submission of bid.

4. Bid Validity

4.1 Bids shall remain valid for 180 days from the date of opening of financial bids. A bid valid for a shorter period shall be rejected by the purchaser being nonresponsive.

4.2 In exceptional circumstances, the purchaser 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.

5. Preparation of Bids

5.1 The bids as well as all related correspondence exchanged by the Bidders and the DBN shall be written in English language, unless specified otherwise.

5.2 In preparing their bids, Bidders are expected to examine in detail the documents comprising the RFQ. Material deficiencies in providing the information requested may result in rejection of Bid.

5.3 The Financial Bids shall be prepared using the prescribed Forms. It shall list the total cost plus taxes/duties applicable. The financial proposal shall be rejected summarily, in case any condition is indicated in the Bid.

6. Taxes

Bidders shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable. All such duties and taxes must be included by the Bidder in the financial proposal.

7. Currency

Agency shall express the price of their assignment/job in Indian Rupees (INR) only.

8. Submission, Receipt and opening of Proposal

8.1 The Proposal with all the accompanying documents shall be strictly on the forms provided in this RFQ. The proposal shall contain no interlineations or overwriting.

8.2 DBN would evaluate only those Proposals that are received in the specified forms & complete in all respects.

8.3 An authorized representative of the Bidder shall sign all pages of the RFQ document for unconditional acceptance of all clauses. The representative's authorization should be confirmed by a written Power of Attorney by the competent authority accompanying the Proposals or copy of Board resolution authorizing the signatory for signing of Proposal.

8.4 DBN shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal.

8.5 The proposals must be submitted to the addressee not later than the time and the date indicated in the Key Dates section, or any extension thereof. The information on the envelope should include: **"RFQ for Selection of Agency for Third Party Audit of pilot project regarding extending BharatNet connectivity by M/s CSC-SPV up to villages in the State of Bihar "**. Any proposal received by the DBN after the deadline for the submission will not be considered. Proposals will be opened on the date and time indicated in Key Dates section in the presence of the representatives of the Bidders who wish to attend. If the Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.

9. Proposal Evaluation

9.1 From the time the proposals are opened to the time the contract is awarded, Bidders should not contact DBN or its officers on any matter related to its Proposal. Any effort by Bidders to influence the DBN during examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Bidders' proposal.

9.2 When correcting computational errors, in case of discrepancy between words and figures, the former will prevail.

9.3 DBN shall determine whether the Proposals are complete, unqualified and unconditional. The cost indicated in the Proposal shall be deemed as final and shall be including total cost of services. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations within the total quoted price shall be that of the Bidder, in case of its selection.

9.4 After opening of financial proposals, the agency, with lowest bid, shall be declared eligible for award of the contract. The selected agency will then be invited for negotiations, if considered necessary.

9.5 In case where the lowest financial bid submitted by two or more Agency is same, the Administrator reserves the sole right to decide the award of work to agency with cumulative higher turnover during the last three years.

10. Award of Contract

DBN will issue Advance work order/Letter of Intent to the selected Agency. The selected Agency is expected to furnish Performance Bank Guarantee (PBG) and commence the assignment/ job as per the Work Orders issued subsequently. The Agency is required to sign an Agency Agreement as per Section VI of this RFQ after submission of PBG. Work order(s) will be issued thereafter.

11. Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the agencies who submitted the proposals or to other persons not officially concerned with the process, until the issue of the award of work. The undue use by any agency of any information related to the process may result in the rejection of its proposal.

12. Late Bids

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser as above shall be summarily rejected.

13. Integrity Pact: This work is governed by Integrity Pact as per **Annexure-IX of Section VII** of this RFQ.

SECTION-III
Scope of Work & Financial
Conditions

1. Background:

1.1 A pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar was approved by DCC in its meeting held on 19.09.2020 to be implemented by M/s CSC e-Governance Services India Ltd. under Ministry of Electronics and Information Technology (MeitY). Approval of DCC was conveyed vide letter No.DDG (Spl. Proj.)/USOF/DoT/DCC-BH/2020 dated 15-10-2020 for this Pilot project. The proposal was approved for 5 years wherein BharatNet connectivity was to be extended from Gram Panchayats (GPs) up to villages level on fibre with provisioning of minimum 1 Wi-Fi Access Point (AP) and 5 FTTH connections in Government institutions each GP/village (Aanganwadi, Asha, Jivika Didi, Primary Schools, Govt. Institutes, VLE Centres) on outcome basis on a technology neutral approach covering approximately 39,436 villages/GPs (2692 GPs of Phase II plus 36744 villages) in the State of Bihar. The OFC laid from GPs to Villages be as the technical specifications approved in the existing MoU with CSC-SPV for Phase-I. The OFC cable used for the local connectivity to household / development institutions will be as per 'normal industry practice.' M/s CSC-SPV was to implement the project with VGF support from DBN for CAPEX with free optical bandwidth (carrier charges of M/s BBNL) for 1 year of operations. Entire OPEX including the Internet Lease Line charges was the responsibility of CSC-SPV.

1.2 Administrator intends to appoint Agency from already empanelled Agencies for verification of the Pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar by CSC-SPV through the aforementioned Wi-Fi APs and FTTH connections.

2. Scope of work:

2.1 TPA shall conduct physical and electronic verification of Wi-Fi APs and FTTH connections installed in the GPs/ Villages as per the Test Schedule annexed as **Annexure-I, Annexure-IA, Annexure- IB, Annexure-II, Annexure-III, Annexure-IV , Annexure-V and Annexure-VI of Section VII of the RFQ.**

2.2 **Physical verification:** 5% of the GPs/villages are to be visited physically for verification of all Wi-Fi Access Points (APs) and upto 5 FTTH connections in each village (Aanganwadi, Asha, Jivika Didi, Primary Schools, Govt. Institutes, VLE Centres) commissioned in these GPs/ Villages. The coordination work if required shall be done by DBN involving CCAs/LSAs field units. The selected agency would submit the details as given in Annexures (I to V) including 'Customer verification form' (**Annexure- IA**) dully filled and signed at the time of physical verification.

2.3 Electronic verification: Electronic verification of 100% of Wi-Fi APs and FTTH connections as per list provided by CSC-SPV has to be verified from Network Management System (NMS)/ Network Operation Centre (NOC)/ Provisioning Centre of BBNL/BSNL/CSC by TPA alongwith visit to Provisioning Centre as per Annexure-II

2.4 The work order shall consist of details of GPs/Villages along with the installed Wi-Fi AP and FTTH connections installed at respective GPs, where CSC SPV had commissioned the services. The details to be verified by the agency including:

- (i) Commencement/termination of services. It is required to be verified including the duration for which the FTTH and Wi-Fi connections had worked.
- (ii) Data usage to be verified in GBs consumed by the subscribers.
- (iii) 5% Villages/ GPs are to be covered under physical verification using stratified sampling method so as to cover representative District.

2.5 The defects/ discrepancies, if any, found during verification of the Wi-Fi AP/FTTH connections shall be clearly mentioned in the Remark column of the Physical Verification form (Annexure-I).

2.6 Timelines: The timelines for physical and electronic verification of the work will be provided in the work order depending on the number of GPs to be visited and Wi-Fi APs/FTTH connections to be verified. The entire verification work is required to be completed within 90 days from the date of issue of work order. Only in exceptional circumstances the timeline would be extended beyond 90 days for a maximum period of 30 days.

2.7 Delay on account of TPA for non-provisioning of due resources for conducting verification (both physical and electronic) shall invite penal action as per provision in the clause mentioned in Para 6 below.

2.8 The TPA shall quote the rate of physical verification at a GP/village (which may include one Wi-Fi AP and upto five FTTH connections) along with the rate for electronic verification of Wi-Fi APs/FTTH connections as specified in the format of Financial Bid submission as prescribed in the RFQ Section- IV along with the Financial Proposal.

2.9 In addition to the aforesaid works, the TPA shall also verify, validate and certify the Wi-Fi APs of different vendors deployed by CSC SPV (one Wi-Fi AP per vendor) to ensure that the APs deployed in field are meeting the specifications as specified in TEC GR. The technical specifications are to be tested as per **Annexure-VI, Section VII of RFQ**. The type of fiber deployed for extending the FTTH connections is also to be verified on sample basis with respect to the specifications as given in the earlier MoU with CSC-SPV for Phase-I GPs, the technical specifications were as per BSNL P.O. No.MM/HR-2019/2F,4F of Drop cable/HCL/2018-19/30 dated 09.01.2019 which were used for FTTH connectivity as drop cable. No separate cost would be paid for these verifications.

3. Bid Security Declaration:

The Bidder shall furnish Bid Security Declaration as per **Annexure-VII, Section VII of this RFQ.**

4. Performance Bank Guarantee (PBG):

4.1 The selected Agency shall furnish performance security with validity of one year to the purchaser for an amount equal to 3% of the value of work (as per Advance work order) within 15 days from the date of issue of Advance work order by the Purchaser.

4.2 The work order will be issued upon receiving the PBG. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in Annexure-VIII, Section VII of this RFQ. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations.

5. Payment Schedule:

5.1 Payment shall be released only on satisfactory acceptance of the deliverables as per the scope of work for each work order.

5.2 The payment shall be made respectively for:

- (i) physical verification and electronic verification by the TPA as per the rates finalised.
- (ii) electronic verification if none of the APs could be verified electronically.

5.3 Payment shall be released for actual quantity of GP/village/nodes verified by TPA.

5.4 TPA is to submit the invoices (work order wise) to DBN along with certification of the work done and copy of reports. The invoices after due verification by DBN officials would be processed for payment at DBN office.

6. Stipulated Time Schedule & Liquidated Damages (LD):

6.1 TPA is expected to complete verification within the time frame specified in the work order. Any delay would amount to deficiency in service. Hence, LD of 1% of the work order cost for offered sites per week or part thereof shall be imposed.

6.2 Penalties shall be capped at a maximum of 12% of total cost of award of work to TPA. Beyond 12%, DBN has the right to terminate the contract or a portion or part of the work thereof. DBN shall give 30 days' notice to the TPA of its intention to terminate the contract and shall so terminate the contract unless the Bidder initiates remedial action acceptable to the Purchaser during the 30 days' notice period.

6.3 Notwithstanding the imposition of LD as specified in sub Para 1 and 2 above, DBN reserves the right to get the work completed for balance GPs at risk and cost of TPA.

6.4 DBN may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the TPA in its hands (which includes the DBN's right to claim such amount against TPAs' Bank Guarantee) or which may become due to the TPA. Any such recovery or liquidated damages shall not in any way, relieve the TPA from any of its obligations to complete the works, or from any other obligations and liabilities under the contract.

6.5 Delay, not attributable to the TPA, shall be considered for exclusion for the purpose of computing liquidated damages.

7. Report Submission:

TPA shall verify and submit the compiled Test Report (Physical verification and electronic verification both) to DBN along with invoices for payment.

8. Resource Deployment:

8.1 TPA shall deploy their resources in consultation with BBNL.

8.2 TPA will designate one senior official for day to day co-ordination with DBN. In case TPA does not have their office in locations of Bihar State, one senior level personnel should be stationed in those locations for day to day co-ordination activities. TPA shall carry out all necessary activities as necessary for proper fulfilling of the obligations under the work order.

8.3 Adequate training, required to carry out the activities mentioned in the scope of work shall be provided by TPA to all deployed resources. Tools and testers required for carrying out the physical and electronic verification are to be arranged by the TPA on its own expense.

8.4 Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by TPA.

8.5 DBN 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 DBN to be undesirable. Such person shall not be employed again at works site without the written permission of DBN and the persons so removed shall be replaced within a week's time by competent substitutes.

9. Evaluation Criteria:

9.1 Financial Quotes are invited for the State of Bihar. Evaluation of the Bids will be done as one package including Physical and Electronic verification

9.2 Evaluation shall be done as per total cost mentioned by the bidders in the format for Financial Bids as provided in **Section IV** of the RFQ.

9.3 Post selection of the successful bidders, for all practical purposes, TPAs shall report to DBN till the final report submission for day to day assistance and co-ordination.

9.4 The payment to TPA shall be released by DBN as per procedure mentioned in payment terms.

SECTION-IV
Format for Financial Bid

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of DBN]

Subject: Proposal for "[Insert the name of the assignment]"

Dear Sir,

Having examined the RFQ document, we, [Insert name of the company], the undersigned, hereby offer to render the LMC verification services to DBN in conformity with the requirements defined in the RFQ dated [Insert date].

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount of the total cost quoted for the assignment is inclusive of all costs & expenses, taxes and duties.

We are empanelled with the DBN in pursuance to the EOI No: 30-415/2019-USOF (T) Dated: 20.04.2021 and any addendum(s)/clarification(s) issued thereof and we understand that the provisions listed out in the EOI and addendum/clarification issued thereupon dated and terms & conditions of Empanelment shall be binding upon us.

We have read all the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Proposal/Bid.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our Proposal.

We understand you are not bound to accept any bid/proposal you receive in response to this RFQ.

We would like to declare that we are not under a declaration of ineligibility for any corrupt or fraudulent practices.

We, hereby declare that we have not been blacklisted by any Central/ State/ UT Government. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Administrator which shall be binding on us.

Our correspondence details with regard to this RFQ are:

Sl. No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFQ	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Format for the Bidders for submitting Financial Quotations for LMC verification [Physical and Electronic]

Name of the State/Circle	Total no. of GPs	Tentative number of GPs for physical verification of WiFi AP and up to 5 FTTH connections	Average Cost in Rupees per GP for Physical verification (for 1 WiFi AP and up to 5 FTTH connections)	Cost in Rupees per electronic verification (Wi-Fi AP / FTTH	Total Cost in Rupees (Figures and words) (Exclusive of taxes)	Applicable Tax rate	Total cost (Figures and words) (Inclusive of taxes)
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(1)	(2)	(3)	(4)	(5)	(6)=[1347*(4)+ 56086*(5)]	(7)	(8)
Bihar							

Note:

1) The Average Physical Verification cost per GP to be quoted in Column (4) comprises of average cost for visiting around 1347 GPs/Villages. The number of 1347 GPs/Villages has been arrived by assuming 5% of 26,945 Villages reported by CSC –SPV where APs have been installed.

2) The Electronic Verification cost to be quoted in Column (5) is the cost for electronic verification of one Wi-Fi AP or one FTTH connection.

3) The Total cost in Column (6) is the total cost for physical verification in around 1347 GPs/Villages and electronic verification of maximum of 56,086 Wi-Fi APs/FTTH connections (26,945 APs and 29,141 FTTH connections).

4) The final/actual price paid upon successful competition of work will depend on the number of GPs physically visited and the exact number of Wi-Fi APs and FTTH connections verified electronically.

Authorized Signature [In full and
initials]:

Name and Title of Signatory:

Name of Agency:

SECTION-V
Other Terms and Conditions

1. Force Majeure:

1.1 For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.

1.2 Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-agency or agents or employees, nor (b) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

1.3 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.4 A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.5 Should either of the parties be prevented from or delayed by Force Majeure, in such an eventuality, no party shall be responsible towards the other party for non-performance or delay or termination in performance of its obligations.

1.6 A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

2. Suspension, Revocation or Termination of Agreement

2.1 Suspension:

The Administrator, by written notice of suspension to the Agency, suspend all payments if the Agency fails to perform any of its responsibilities including carrying out of the services, provided such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding 10 days of such notice of suspension.

2.2 Termination:

The Administrator reserves the right to terminate the contract by giving not less than 10 days written notice to the Agency in case of the occurrence of any of the following events and on such a termination no fees will be payable to the Agency:

2.2.1 If the Agency fails to remedy a failure in the performance of its obligations within time as specified in a notice of suspension.

2.2.2 If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.

2.2.3 If the Agency submits to the Administrator a false statement which has adverse effects on the rights, obligations or interests of the Administrator.

2.2.4 If the Agency fails to provide the quality of services as envisaged, the Administrator's decision regarding the poor quality of services shall be final and binding on the Agency. The Administrator may give another chance, for the reasons to be recorded in writing, to the Agency to improve the quality of service.

2.2.5 In the eventuality of termination of this agreement, the Performance Bank Guarantee of the Agency shall be forfeited and further action as deemed fit by the Administrator shall be taken against the Agency, inclusive of TPA services from any other party at the risk and cost of the Agency.

3. Obligations of the Agency:

3.1 The Agency shall perform the Services and carry out its responsibilities with all due diligence.

3.2 The Agency shall hold the Administrator's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or his own interests.

3.3 The Agency has an obligation to disclose any situation of actual or potential conflict and also situations wherein the Agency is auditors or advisors or agency to a bidder for a DBN project/scheme, that impacts their capacity to serve the best interest of the Administrator, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as soon as any potential conflict comes to their notice. If the Agency fails to disclose said situations and if the Administrator comes to know about any such situation at any time, it may

lead to the termination of the contract and/or of the empanelment. Administrator shall, upon being notified of the actual or potential conflict by the Agency, decide whether it wishes to terminate the services/Empanelment or otherwise and its decision would be final.

4. Prohibition of conflicting activities:

The Agency shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them.

5. Confidentiality:

Except with the prior written consent of the Administrator, the Agency or its employees/agents shall not at any time communicate to any person or entity any confidential information acquired in the course of the services nor shall the Agency or any of its employees/agents make public the recommendations formulated in the course of or as a result of the services performed by them.

6. Documents prepared by the Agency to be the property of the Administrator:

All the reports, other documents and software prepared by the Agency for the Administrator shall become and remain property of the Administrator, and the Agency shall deliver all such documents to the Administrator. The Agency is required to ensure the privacy, confidentiality and integrity of the data collected during the Audit activity.

7. Indemnity:

The Agency shall indemnify and at all times keep the Administrator indemnified and harmless against all damages, claims, dues, payments, fines, penalties, compensation, liabilities, other losses etc. caused by or attributable to any act or omission on the part of the Agency, its employees, agents or servants.

8. Mediation scheme of DoT:

8.1 In the event of any question, dispute or difference the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled as per the provisions of the mediation scheme of DoT, Ministry of Communications, Government of India circulated vide OM No. 1-1/4/2024-Law(I) dated 22.11.2024.

8.2 The venue of mediation shall be New Delhi. The mediation proceedings shall be conducted in accordance with the provisions of the mediation scheme of DoT.

9. Set Off Clause:

9.1 In the event any sum or money or claim becomes recoverable by the Administrator from the Agency or payable by the Agency to the Administrator under this Agreement in any manner, such money or claim can be deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the Agency. The Administrator shall have the right to make deductions or adjustments from the security deposit, any valuable security convertible into money, Performance Bank Guarantee.

9.2 After exercising the right of set-off under this paragraph a notice shall be given within seven days by the Administrator to the Agency.

SECTION-VI

Agency Agreement

AGENCY AGREEMENT

PREAMBLE

1.1 This AGREEMENT (hereinafter called the "Agreement") is entered into on the....day of by and between, on the one hand, President of India through the Administrator, Digital Bharat Nidhi (DBN) (hereinafter called the "Administrator"), Department of Telecommunications, Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, with Director (T-II), DBN as his authorised signatory, and, on the other hand, (hereinafter called the Agency), a company registered in India, having its registered office at..... and Corporate office at..... to render services for Third Party Audit of Pilot project regarding extending BharatNet connectivity up to villages in the State of Bihar.

WHEREAS,

a) The Agency has expressed its capability, professional skills and its willingness to render the services and recommendations as sought by the Administrator on the terms and conditions set forth in the RFQ No. 30-415/2019-USOF(T) (hereinafter referred to as RFQ).

b) The Administrator has requested the Agency to render services as defined in this RFQ.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following shall be deemed to form an integral part of this Agreement.

a) The General Instructions to Bidders (Section-II of the RFQ);

b) Scope of Work & Financial Conditions (Section-III of the RFQ);

c) Format for Financial Bid (Section-IV of the RFQ);

d) Other Terms and Conditions (Section-V of the RFQ);

e) Annexure (Section-VII of the RFQ)

2. The mutual rights and obligations of the Administrator and the Agency are set in the Agreement, in particular:

a) The Agency shall carry out the Services in accordance with the provisions of this Agreement, and

b) The Administrator shall release payments to the Consultant in accordance with the provisions of this Agreement.

3 RFQ No.DDG(SplProj)/USOF/DoT/DCC-BH/2020 dated ...-...-2023, any amendment/corrigendum to the RFQ, financial proposal as submitted by the Agency and Work Order/Advance Work Order or Letter of Intent issued by the Administrator shall be deemed to form and be read and construed as part of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed through their respective Authorised Representatives on

1. For and on behalf of President of India through Administrator, DBN.

(Authorised Representative)

2. For and on behalf of the Agency

(Authorised Representative)

Witnesses:

1.

2.

SECTION-VII
Annexures

ANNEXURE-I

Test Schedule for Physical verification of Wi-Fi Access Points

A. Access Point Location Details.

Sl. No.	Parameter	Details	Remarks
1.	AP Mac-id		
2.	AP Vendor		
3.	AP Controller Name		
4.	State Name/ State Code		
5.	District Name/ District Code		
6.	Block Name/ Block Code		
7.	GP Name/ GP Code		
8.	Village Name / Village Code		
9.	Parent ONT Location Name		Reference to BharatNet NMS
10.	Parent ONT Location Code		

B. AP Status:

Sl. No.	Parameter	Observation	Details	Remarks
11.	Is AP Powered Up			
12.	Is SSID "Wi-Fi Choupal" available on Smartphone/ Tablet/ Laptop			
13.	Is connection to Wi-Fi Choupal SSID successful with IP obtained through DHCP			
14.	Are all websites browsable through browser or apps like YouTube etc.			
15.	In case AP is powered up & SSID is visible in the receiver's device, AP is healthy & perfectly fine, but backhaul or GPON devices of BBNL/BSNL/CSC needs to be checked			

Note: M/s CSC SPV will provide complete inventory details as at table A above (S.no 1 to to 10) to DBN.

It is certified that I have verified above details and found to be correct.

Signature of TPA

Customer verification form (FTTH)

1	State Name/ State Code	
2	District Name/District Code	
3	Block Name/Block Code	
4	GP name/GP Code	
5	FTTH Beneficiary-Govt. Organization	
6	User name (Govt. Official)	
7	Aadhar No. of the user	
8	Address of the FTTH/Wi-Fi AP connection	
9	Start Date	
10	End Date	
11	Data flow	
12	Feedback	
13	Signature of the customer with date	
14	Remarks (In case customer's signature not captured)	

It is certified that I have verified above details and found to be correct.

Signature of TPA

Customer verification form (WiFi APs)

1	State Name/ State Code	
2	District Name/District Code	
3	Block Name/Block Code	
4	GP name/GP Code	
5	Wi-Fi AP (Serial No. & Make)	
6	Address of Wi-Fi AP	
7	Start Date	
8	End Date	
9	Data flow	
10	No. of Wi-Fi coupons sold	
11	Remark (if any)	

It is certified that I have verified above details and found to be correct.

Signature of TPA

Annexure-II**Physical verification of NOC/NMS/ Provisioning Centre for Wi-Fi APs/ FTTH Connections**

Sl. No.	Parameter	Details		Remarks
1.	Address of NOC/NMS /Provisioning Centre			
2.	Details of Server			
3.	Status of Provisioning Servers (Working/ Non working)			
4.	Details of WiFi APs/ FTTH connections visible if servers found working(Yes/No)			
5.	Whether Wi-Fi- APs visible on live server ? (Yes/No) i. No. of WiFi APs visible			
6.	Whether FTTH Connections visible on live server ? (Yes/No) i. No. of FTTH connections visible			
7.	Whether Backup Server available (Yes/No)			
8.	Whether the details mentioned at Sr no 5 & 6 above is visible in the Backup Server (Yes/No)			

Name & Signature of M/S CSC Official

It is certified that I have verified above details and found to be correct.

Signature of TPA

Test Schedule for electronic verification of Wi-Fi Access Points from NMS/ NOC

Sl. No.	Parameter	Options	Observation	Remarks
1.	AP Mac-id			
2.	AP Vendor			
3.	AP Controller Name			
4.	State Name/ State Code			
5.	District Name/ District Code			
6.	Block Name/ Block Code			
7.	GP Name/ GP Code			
8.	Village Name / Village Code			
9.	Parent ONT Location Name			Reference to BharatNet NMS
10.	Parent ONT Location Code			
11.	Date & Time of Verification/ Testing			
12.	Whether AP Status is visible on Controller	YES/ NO		
13.	Operational Status	Current		UP/ Faulty/ Down
14.		Last Status Change		Date/ Time
15.	No. of Customers Latched (If UP)	Current		Any TWO to be filled
16.		24 Hrs.		
17.		7 Days		
18.		30 Days		
19.	Data Flow through AP (MB) (If UP)	Current		Any TWO to be filled
20.		24 Hrs.		
21.		7 Days		
22.		30 Days		

23.	Operational Status of	Current		UP/ Down
24.	Parent ONT	Last Status Change		Date/ Time
25.	Operational Status of Parent ONT	YES / NO		
26.	Whether AP becomes UP/ Accessible after ONT is enabled from BBNL NOC	YES / NO		
27.	Date of commencement of services from the Access Point (*)			
28.	Overall Assessment		Verified OK	NOT Verified

Note: M/s CSC SPV will provide complete inventory details as at S No. 1 to 10 to DBN.

* To be verified from the operation/service log of Access Points to be provided by CSC SPV to DBN

It is certified that I have verified above details and found to be correct.

Signature of TPA

Test Schedule for physical verification of FTTH Connections**A. FTTH Connection Location Details.**

Sl. No.	Parameter	Details	Remarks
2.	ONU Mac-id/ equipment serial number		
3.	ONU Vendor		
9.	State Name/ State Code		
10.	District Name/ District Code		
11.	Block Name/ Block Code		
12.	GP Name/ GP Code		
13.	Village Name / Village Code		
14.	Parent ONT Location Name		Reference to BharatNet NMS
15.	Parent ONT Location Code		

B. FTTH Connection Status:

Sl. No.	Parameter	Observation	Details	Remarks
16.	FTTH Status (whether Active or Plan Expired)			
	Connect the Smartphone/Tablet/Laptop with FTTH Connection (Wi-Fi or Wired)			
17.	Is IP obtained & Connection Successful			
18.	If PPPOE is not configured, whether landing page is available to use the services			
19.	In Case PPPOE is configured , whether services can be used without any UID & PWD			
20.	Whether all websites browsable through browser or apps like YouTube etc.			
21.	Check the speed, speed will be as per the Subscriber package			
22.	Verification of OFC as per specification			

Note: In case FTTH is installed & SSID is visible in the receiver's device, FTTH is healthy & perfectly fine, but backhaul or GPON devices of BBNL/BSNL/CSC need to be checked.

Note: M/s CSC SPV to provide complete inventory details as at table A above including EMS, NOC, Local NOC of CSC to DBN.

It is certified that I have verified above details and found to be correct.

Signature of TPA

ANNEXURE-V**Test Schedule for electronic verification of FTTH Connections from BBNL NMS/ NOC**

Sl. No.	Parameter	Options	Observation	Remarks
1.	State Name/ State Code			
2.	District Name/District Code			
3.	Block Name/Block Code			
4.	GP name/GP Code			
5.	FTTH Beneficiary-Govt. Organization			
6.	User Id of FTTH Customer			
7.	Address of the FTTH connection			
8.	Parent BharatNet ONT Location Name			Reference to BharatNet NMS
9.	Parent BharatNet ONT Location Code			
10.	IP Address of the CSC NAS Router at OLT			
11.	VLAN Id of the CSC connection			To be verified further through BBNL NOC
12.	Mac Id of ONT/ONU at customer premise			
	Date & Time of Verification/testing			
13.	Whether access logs* of FTTH (User Id) include the information of Mac Id of end device used for Internet Access			
14.	Whether access logs of FTTH (User Id) include the information of Mac Id of ONT/ONU			
15.	Whether access logs of FTTH (User Id) include the information of VLAN Id			

16.	Whether access logs of FTTH (User Id) include the information of IP Address of CSC NAS Router			
17.	Data Flow through FTTH (User ID) to be calculated from access logs	24 Hrs.		Any two to be filled
		7 Days		
		30 Days		
18.	Operational Status of Parent BharatNet ONT	Current		UP/ Down
		Last Status Change		Date/ Time
19.	Whether Interface Port of NAS Router becomes UP/Down after SNI port of OLT is enabled/disabled from BBNL NOC			
20.	Whether SNI Port of OLT becomes UP/Down after Interface Port of NAS Router is enabled/disabled from CSC NOC			
21.	Date of commencement of services from the FTTH connection (**)			
22.	Overall Assessment		Verified OK	NOT Verified

* Details of access logs to be provided by CSC SPV to DBN

** To be verified from the operation/service logs of FTTH connections to be provided by CSC SPV to DBN.

It is certified that I have verified above details and found to be correct.

Signature of TPA

Technical Specifications of Wi-Fi APs:

Minimum Technical specification for Wi-Fi Access Point (Outdoor) equipment

Wi-Fi Access Points for outdoor use shall be certified from Wi-Fi Alliance for Hotspot or Type Approved as per TEC GR.

The Wi-Fi Access Points (or "AP") used shall conform to the following Technical specifications:

- i. AP shall have hardened enclosures for outdoor deployment and shall have a robust design for durability, weather proofing.
- ii. It shall have dual radios for concurrent dual band (5 GHz / 2.4 GHz) operation.
- iii. Minimum one number of 1 Gbps Ethernet port RJ-45.
- iv. AP along with the antennas shall be IP67 certified for outdoor deployment. Indoor AP inside third party enclosures/boxes shall NOT be acceptable.
- v. Outdoor AP shall support 802.11r fast roaming. Provisioning of inter package roaming (in addition to intra package roaming mentioned at present) to be provisioned as and when guidelines from TRAI/DoT are issued.
- vi. The AP shall comply with IEEE 802.11ac at a minimum and be backwards compatible to IEEE 802.11a/b/g/n standards.
- vii. AP shall operate at least in full 2X2:2 MIMO or more mode without any loss of features or capabilities.
- viii. AP shall have an aggregate data rate capability of minimum 1.1 Gbps.
- ix. AP must support 20 MHz, 40 MHz and 80 MHz channels.
- x. Each AP must support minimum 50 (Fifty) concurrent clients in total (including both 2.4GHz and 5GHz radios).
- xi. The AP shall provide the coverage in minimum 100 meter area.
- xii. The AP shall provide a minimum of 28dBm EIRP for both 2.4 GHz and 5 GHz frequencies. Deployment shall be with EIRP as per regulatory guidelines.
- xiii. AP shall support WDS or MESH networking.
- xiv. AP shall support QoS or WMM for voice over Wi-Fi.
- xv. AP shall support all security guidelines prescribed by Government of India (and updated from time to time) for APs.
- xvi. AP shall support Wi-Fi Protected Access.
- xvii. AP shall support rogue access point detection.
- xviii. AP shall have dual-Band Omni-directional Antenna, either internal or external. Field. Deployment shall be with EIRP as per the WPC guideline.

- xix. AP should be compatible with 802.3 AF/AT Power over Ethernet (PoE)/AC adaptor.
- xx. AP should have operating temperature in the range of -20°C to 55°C.
- xxi. Wind resistances of 140 Kmph for sustained wind and 224 Kmph for wind gusts.
- xxii. AP shall operating humidity of 10%-95%.
- xxiii. Intelligent RF control plane for self-healing, and self- optimization.
- xxiv. Overvoltage protection category I as per EN60950.
- xxv. Power failure alarm should be extended to NOC as a separate alarm.
- xxvi. AP shall be able to assign end user the IP address as received from backend core DHCP server.

Technical specification for Security of the System:

- i. Security enforcement for wireless users through the use of a role-based, stateful firewall that can be directly integrated with the roles defined within existing authentication servers.
- ii. Capability to ensure privacy protection by preventing firewall and IP spoofing attacks.
- iii. System should provide the capability to capture the data and syslog for audit and analysis.
- iv. Rules for access rights based on any combination of role identity, and device identity.
- v. The firewall must be able to take action including allowing the traffic, denying the traffic, rejecting the traffic and routing the traffic.
- vi. Network monitoring through centralized NOC.
- vii. Fault management and performance management (FCAPS).
- viii. Comply with other applicable norms/ standards/ guidelines of the Government of India DoT/ TRAI.

Technical specifications for Intrusion Detection and Prevention for the System

- i. Wireless Intrusion Detection Solution (WIDS).
- ii. Ability for the system to provide visibility into Channels including the detection of rogue devices / RF activity occurring between channels.
- iii. Should be able to classify real rogues (on network) versus interfering neighbour networks, irrespective of whether rogues have encryption or not, and without client software or upgrades to current network.
- iv. The system must support Pair-wise Master Key (PMK) caching.

Bid Security Declaration Form

(To be submitted on bidder's Letter head)

To

Administrator, DBN
Department of Telecom
2nd Floor, Sanchar Bhawan,
New Delhi – 110001.

Reference: RFQ No: 30-415/2019-USOF (T) dated 17.01.2022.

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

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

(a) That, if we withdraw or modify the bids during the period of validity, or

(b) If awarded the contract and fail to sign the contract, or fail to submit a performance security before the deadline defined in the Letter of Intent.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____ Date: _____

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(on Rs. 100 non judicial stamp paper)

(To be typed on the letterhead of the Bank)

To

The President of India

Acting through the Administrator (DBN)

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 RFQ 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 and Six months 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:

Integrity Pact

INTEGRITY PACT (To be submitted on plain paper)

DBN hereinafter referred to as “The Principal” and-----
-- (hereinafter referred to as “The Bidder/Contractor”)

Preamble

The Principal/ DBN 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 DBN.

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 DBN 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 DBN, a substantiated suspicion of an offence under IPC/PC Act, and the Administrator DBN 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 DBN.

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

(Office Seal)

Place.....

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)
