



*REQUEST FOR PROPOSAL*

*Tender (RFP) for Provision of  
Mobile Services in 354 Uncovered  
Villages as part of uncovered  
villages Project*

**Government of India  
Ministry of Communications  
Department of Telecommunications  
Universal Service Obligation Fund  
Room No. 1007, Sanchar Bhawan  
20, Ashoka Road, New Delhi-110 001, India**

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# 1 Section-I: Detailed Notice Inviting E-Tender

**Tender No.:** DDG (Spl. Projects)/USOF/Uncovered/2018-19

**Dated:** 17.10.2019

- 1.1** On behalf of the President of India, Digitally Sealed Online tenders are hereby invited from eligible bidders for the USOF Supported Scheme for “Provision of Mobile Services in 354 Uncovered Villages as part of uncovered villages Project”. Support from USO Fund shall be provided on VGF basis to the successful TSPs based on lowest rates arrived through a two-stage e-bidding process with L1 in second stage, as per the financial terms and conditions specified herein.
- 1.2** The Representative Rate (RR) of subsidy support (VGF) i.e. market discovered subsidy as the outcome of this tender process, would be provided in two parts. The first part, 49% would be payable upfront on commissioning of tower& providing coverage to uncovered villages and provision of mobile services and second part of the remaining subsidy shall be payable in 20 equated quarterly instalments.
- 1.3** For and on behalf of the President of India, the Administrator, Universal Service Obligation Fund, (Hereinafter referred to as “Administrator-USOF”) proposes to enter into Agreement for the above scheme in the following Bidding Units:
- (a) The definition of local areas with regard to the respective state Licensed Service Area as applicable to this License is as per definition applicable to UASL/ UL Licenses.
- (b) The list of uncovered villages state/LSA wise is as follows:

State Name	LSA	Total no. of villages
Bihar	Bihar	8
Gujarat	Gujarat	70
Himachal Pradesh	Himachal Pradesh	59
J&K and Ladakh	J&K	144
Karnataka	Karnataka	3
Madhya Pradesh	Madhya Pradesh	1
Rajasthan	Rajasthan	31
Uttar Pradesh	Uttar Pradesh (E)	9
Uttarakhand	Uttar Pradesh (W)	28
West Bengal	West Bengal	1
<b>Total</b>		<b>354</b>

- (c) Reorganization of LSA or Metro City or change of Local Area, if any, during the operative period of the Agreement will have no effect on the territory comprised in Bidding Unit.
- 1.4** Bids are invited for the Bidding Unit, as stated in Clause 1.8.1 for provision of mobile coverage in Inhabited and uncovered villages where there is no existing mobile coverage. The list of Inhabited and uncovered villages to be provided with mobile services is enclosed at **Appendix-1** of the Tender Document. The USOF shall enter into agreement with the successful bidder (Universal Service Provider) for the aforementioned bidding unit.

1.4.1 The bidders may take a technology neutral approach, wherein the service providers would be required to provision the services with prescribed service (voice & data) and QoS parameters as per TRAI guidelines irrespective of the mobile technology deployed as defined in detail in this RFP document.

**1.5** It shall be the responsibility of the successful bidder to set up (i.e. Supply, Install, Test, Commission), Operate, Maintain and Manage the respective infrastructure sites required for effective provision of mobile coverage in the Inhabited and uncovered village and provide mobile services for the period as per the terms and conditions laid down in the Agreement. The Agreement to be signed between USOF and successful bidder will be based on the conditions stipulated in the Tender document.

1.5.1 Support at the Representative Rates, emerging from the bidding process shall be given for provision of mobile services, from the identified number of sites, on production of certificates as per the formats prescribed in the Tender Document.

## **1.6 Purchase / Availability of Tender Document**

1.6.1 Tender Documents are available in public domain at USOF/ CPPP (Central Public Procurement Portal) websites and can be downloaded free of cost. The bidders have to submit Rs 25,000/- (Rupees Twenty-Five Thousand only), non-refundable, in the form of an Account Payee Demand Draft drawn on any Scheduled Bank in New Delhi, in favour of the “Pay & Accounts Officer (HQ), Department of Telecom, New Delhi” payable at Delhi towards tender document fee, along with the technical bid.

1.6.2 For e-bidding process a bidder is required to register compulsorily and complete all the required formalities on the E-tender portal with URL <https://eprocure.gov.in/eprocure/app> (if not registered earlier).

1.6.3 USO Fund has decided to use process of e-tendering for inviting this tender and thus the hard / paper copy of the tender would not be sold.

1.6.4 The tender document shall not be available for downloading/ submission on expiry of closing date of the bidding process.

## **1.7 Preferential Market Access (PMA):**

1.7.1 Public Procurement guideline issued as per gazette notification dated 29th August 2018 issued by the Department of Telecommunications, titled “Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works” shall be applicable for this tender.

## **1.8 Eligibility Criteria**

1.8.1 Access Service Licensees (UASL/ UL) with the requisite spectrum allocated by the WPC wing of DoT (As on the date of issue of NIT) in the License Service Area(s) as below are eligible to bid, as a sole bidder. No consortium is allowed.

The circle (LSA) wise break up of sites is given in the table below:

State Name	LSA	Total no. of villages
Bihar	Bihar	8
Gujarat	Gujarat	70
Himachal Pradesh	Himachal Pradesh	59
J&K and Ladakh	J&K	144
Karnataka	Karnataka	3
Madhya Pradesh	Madhya Pradesh	1
Rajasthan	Rajasthan	31
Uttar Pradesh	Uttar Pradesh (E)	9
Uttarakhand	Uttar Pradesh (W)	28
West Bengal	West Bengal	1
<b>Total</b>		<b>354</b>

The bidding units have been defined as under:

Bidding Unit	State Name	Total no. of villages
1	Bihar & West Bengal	9
2	Gujarat	70
3	Himachal Pradesh	59
4	J&K and Ladakh	144
5	Rajasthan	31
6	Uttar Pradesh & Uttarakhand	37
7	Karnataka & MP	4
	<b>Total</b>	<b>354</b>

1.8.2 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.

1.8.3 Universal Service Provider (USP), at its discretion, may have back-end tie-up with Infrastructure Providers Category-1 (IP-1) registered with the Department of Telecom. However, USOF will enter into agreement only with Universal Service Provider which will be solely responsible to comply with all the terms and conditions of the tender and to perform all obligations as per the terms and conditions of the tender and USOF Agreement.

## 1.9 Bid Security/ Earnest Money Deposit

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

Bidding unit	LSA	Total no. of villages	EMD (in Rs. Lakhs)
1	Bihar & West Bengal	9	16.46
2	Gujarat	70	139.03
3	Himachal Pradesh	59	132.03
4	J&K and Ladakh	144	322.24
5	Rajasthan	31	69.10
6	Uttar Pradesh & Uttarakhand	37	81.25
7	Karnataka & MP	4	7.90
	<b>Total</b>	<b>354</b>	

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

#### 1.10 Time Lines for Various Activities of the Tender

S No.	Stage	Date
1.	Issue of NIT on DoT/USOF website	<b>17.10.2019</b>
2.	Start date/ time of availability Tender Document on e-tender portal for downloading / start of e-bidding process ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )	<b>17.10.2019, 13:15 Hrs.</b>
3.	Pre-Bid Conference <b>Venue:</b> Conference Room, 13th Floor, Department of Telecommunications, 20, Sanchar Bhawan, Ashoka Road, New Delhi- 110 001.	<b>23.10.2019, 15:30 Hrs.</b>
4.	Last date/ time for receipt of queries / clarifications from bidders	<b>31.10.2019, 17:00 Hrs.</b>
5.	Bid / tender closing date - Last date and time for receipt of online sealed bids (Both Technical & Financial) and Off-line documents.	<b>13.11.2019, 15:00 Hrs.</b>
6.	Time and Date for Public opening of Technical Bid.	<b>14.11.2019, 15:00 Hrs.</b>
7.	Declaration of Successful Technical Bidders	To be notified later
8.	Opening of Financial bids	
9.	Declaration of Shortlisted bidders of Financial Bids	
10.	Method of Selection	Lowest Cost (L1) of technically responsive bids.

**NOTE: The dates of events may be changed at the discretion of Administrator without assigning any reason. Such change of dates, if any, will be suitably notified only**

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

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

**1.11 Date of Opening of Bids**

The tenders shall be opened as per the schedule provided in Clause 1.10 or as notified separately by the tendering authority.

**1.12 Place of Opening of Bids**

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

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

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

**1.14** Incomplete, ambiguous, conditional Bids are liable to be rejected.

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

**1.16** The Bidder shall ensure that no addition / deletion corrections have been made in the downloaded Tender document being submitted and it is identical to the Tender document appearing on the e-Tendering Portal.

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

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

1) Arvind Kumar Arora

B-333, Chittaranjan Park, New Delhi – 110019

Tel. No.: 011-26273406; Email Id: arvindarora2016@gmail.com.

2) Pradeep Kumar Gupta

T-17, Green Park Extension, New Delhi – 110016

Tel. No.: 011-26191696; Email Id: pradeepkgupta53@gmail.com

**1.19** Queries in respect of the Tender document, if any, can be sent by E-mail and at the address of this office:

**Director (T-2), USO Fund, DoT**  
Room No. 1007, Sanchar Bhawan,  
New Delhi - 110 001  
Phone: 011-2331 0110  
E-mail ID: director-t2-usof @gov.in

## 2 SECTION – II: E-Tendering Instructions to Bidders

### 2.1 GENERAL

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

### 2.2 TENDER BIDDING METHODOLOGY

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

### 2.3 REGISTRATION:

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

### 2.4 SEARCHING FOR TENDER DOCUMENTS

- 2.4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID,

Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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

## **2.5 PREPARATION OF BIDS**

- 2.5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.5.2 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.
- 2.5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

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

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

## **2.6 SUBMISSION OF BIDS**

- 2.6.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.6.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded

and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

## **2.7 ASSISTANCE TO BIDDERS**

- 2.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.7.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 2.7.3 For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002/5.

E-Mail: support-eproc[at]nic[dot]in

## 2.8 PUBLIC ONLINE TENDER OPENING EVENT (TOE)

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

## 2.9 OTHER INSTRUCTIONS

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

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

## 2.10 CRITICAL DO'S AND DON'TS FOR BIDDERS

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

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

## 2.11 VENDORS' TRAINING PROGRAM

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

### 3 Section-III: General Conditions

#### 3.1 Introduction

- 3.1.1 For and on behalf of the President of India, the Administrator, Universal Service Obligation Fund, Department of Telecom, proposes to enter into Agreements with USPs for “Provision of Mobile Services in Inhabited and Uncovered Villages as described in Section-I and as per details provided in Annexure-2.
- 3.1.2 The terms and conditions of this tender document apply at all stages of the bidding process (from submission of initial bid till signing of the Agreements) and the bidders must ensure compliance to these conditions at each stage of the process.
- 3.1.3 Administrator reserves the right to disqualify any bidder, for non-compliance to these conditions at any stage of the bidding process.
- 3.1.4 Technical, Commercial, Operating, Financial Conditions, Terms of Financial Bid, Special Conditions and other General conditions are given in this Tender Document. The Agreement containing terms and conditions will be broadly in line with this tender document including clarification(s) issued, if any. The Agreement will be signed with the successful bidder.
- 3.1.5 The USP shall always be liable to perform the obligations under this Agreement during the validity period of the Agreements.

#### 3.2 Scope of the Scheme

##### 3.2.1 Introduction

- (i) Universal Service Obligation means the obligation to provide access to telegraph services to people in the rural and remote areas at affordable and reasonable prices.
- (ii) The Universal Service Obligation Fund (USOF) has come into force w.e.f. 01.04.2002 under the Indian Telegraph Act 1885 as amended by Indian Telegraph (Amendment) Act, 2003. The Indian Telegraph Act has further been amended through the Indian Telegraph (Amendment) Ordinance 2006. The implementation of USO Fund is governed by the Indian Telegraph (Amendment) Rules 2004 and subsequent amendments in 2006, 2008, 2012, 2013, 2014, 2015 and 2017.
- (iii) The USOF provides financial support to eligible entities for meeting the Universal Service Obligation for various activities under Stream-I to Stream-VI.
- (iv) The present tender is to implement the provisions contained in the Indian Telegraph Rules and has been formulated under the powers vested in the Administrator in accordance with Rule 524 (i) of the Indian Telegraph Rules, 1951. It is contemplated to provide financial support for Provision of **Mobile Services in Inhabited 354 uncovered villages in 10 States/ LSAs, divided in 7 bidding units.**

##### 3.2.2 Project back ground:

The scope, specifications and the implementation strategy, deployment of mobile voice and data services for uncovered villages has been envisaged as follows:

- (i) Provision of Mobile Services to be made available in the entire geographical range of village area.

- (ii) Technology should be decided by the prospective telecom service providers meeting the minimum requirements of the network as per the telecom policy i.e. NDCP-2018 and the TRAI parameters of minimum QOS requirements. Minimum QOS are provided in the tender while it would be incumbent on TSPs to upgrade according to minimum service requirements in the coverage area of BTS for voice/data speed as per NDCP policy & TRAI QOS service requirement as per TRAI Guidelines. The data rate should be minimum 2 MBPS as per TRAI guidelines as per defined contention ratio.
- (iii) Combination of Battery, DG, EB and Solar Energy sources are to be used for the power requirement of each site with 72 hrs power backup.
- (iv) TSPs for the appropriate bidding unit LSA wise to be selected through Competitive Bids from the licensed Universal Service Providers (USPs).

3.2.3 Since the project is proposed to be funded through USOF, the selection of implementing agency/Universal Service Provider shall be through a transparent & competitive bidding process in accordance with the Rule 526 of the ITRs, 1951. Subsidy modelling for determining the subsidy benchmark on Net Cost basis, would be done by USOF in accordance with the governing ITRs, 1951.

3.2.4 Under the project, financial support from the Fund will be provided on Net Cost basis. The procedure and deliverables shall be governed by the Agreement signed between USOF and TSPs in accordance with the Rule 525 of ITRs, 1951. The implementing agency, under the Project shall be bound to provide mobile services for a period of 10 years from rollout (including subsidy period of 5 years), since Universal Service Providers (USPs) under the license conditions are bound to provide services under the license terms and the assets so created has to integrate with their existing telecom network.

### **3.2.5 Objective and Scope of the Scheme**

- (i) Objective of the scheme is to provide financial support from USO Fund for a period of five years after commissioning/ roll-out of mobile services, for provision of mobile coverage and telecom services in Inhabited and uncovered villages as per the tender document.
- (ii) In line with the provisions related to Green Telecom in NTP-12 policy, the Scheme is designed to use Solar Panel.
- (iii) USP may share infrastructure with other Licensed Services Providers with compliance of the guideline /instructions issued by DoT, However, there shall be no extra financial support from USOF.

### **3.2.6 Deliverables**

- (i) Deliverables of the Scheme shall be the provision of mobile connectivity in specified village locations, as per the terms and conditions of the USOF Tender. It shall include, inter alia, commissioning of infrastructure and continued provision of mobile services in Inhabited and uncovered villages in compliance with DoT Licenses and TRAI Regulations, as applicable.
- (ii) The successful bidders will be responsible for:

- (a) Carrying out survey to identify the exact sites for installation of ground-based tower/BTS, and decide the exact number of towers to be installed at each village. If the coverage of village is already available of any TSP as determined during the survey by the successful bidder, the same village will be excluded from the VGF funding. Bidders have to submit undertaking in this regard along with the bid.
  - (b) Provision of Electrical connection (where Grid-power available), Battery power back up etc., ROW permission, land acquisition, and any other formalities will be the responsibility of the bidder only.
  - (c) Electrical connection given in any form or combination must be capable of ensuring the desirable site up-time of 98% (14.4 hours of allowed downtime in a month) and the battery back-up should be sufficient for 72 hours.
  - (d) Commissioning of services and providing mobile services consistent with the terms and conditions of the License Agreement signed with DoT.
  - (e) To maintain the desirable uptime of the network for Services as 98% (14.4 hours in a month down time).
  - (f) Continued Operation and Maintenance of the Tower and infrastructure created and provision of mobile services compliant with the terms and conditions of the License Agreement signed with DoT, for a period of Ten years from the date of roll out of services.
- (iii) Network Operation Centre (NOC)
- USP shall provide access to the TSP NOC to USOF for online monitoring of the Network for monitoring purpose, if required. Monthly/weekly reports should be made available online and USP shall also provide the mobile App for monitoring the services and to get the feedback of the services if required during the period of contract.
- (iv) After deployment of the project, Social Impact Assessment by an independent agency shall be conducted by USP to ascertain the efficacy and utility of the project and submit a report to USOF which would provide input for further deployment and extension of the project.
  - (v) USOF shall have the right to appoint a TPA. The TPA shall randomly inspect, verify and certify the progress and completion of the work of mobile towers and mobile services on sample basis in each bidding unit. The TPA shall submit reports to USOF

### 3.3 Eligible Bidders:

3.3.1 Access Service Licensees (UASL/ UL) with the requisite spectrum allocated by the WPC wing of DoT (As on the date of issue of NIT) in the License Service Area(s) are eligible to bid, as a sole bidder. No consortium is allowed.

The circle (LSA) wise break up of sites is given in the table below:

State Name	LSA	Total no. of villages
Bihar	Bihar	8
Gujarat	Gujarat	70
Himachal Pradesh	Himachal Pradesh	59
J&K and Ladakh	J&K	144
Karnataka	Karnataka	3

State Name	LSA	Total no. of villages
Madhya Pradesh	Madhya Pradesh	1
Rajasthan	Rajasthan	31
Uttar Pradesh	Uttar Pradesh (E)	9
Uttarakhand	Uttar Pradesh (W)	28
West Bengal	West Bengal	1
<b>Total</b>		<b>354</b>

The bidding units have been defined as under:

Bidding Unit	State Name	Total no. of villages
1	Bihar & West Bengal	9
2	Gujarat	70
3	Himachal Pradesh	59
4	J&K and Ladakh	144
5	Rajasthan	31
6	Uttar Pradesh & Uttarakhand	37
7	Karnataka & MP	4
	<b>Total</b>	<b>354</b>

\* However, subsidy will be released on the basis of state/LSA

3.3.2 The Sole Bidder should be registered under Companies Act, 1956 or as amended from time to time.

3.3.3 The sole bidder must provide with the following documents:

1. Copy of Certification of Incorporation / Registration Certificate
2. PAN Card
3. GST Registration

3.3.4 The Sole Bidder should not have been blacklisted/ debarred by any Govt. department or any PSU in India as on bid submission date.

3.3.5 Public Procurement guideline issued as per gazette notification dated 29th August 2018 issued by the Department of Telecommunications, titled “Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works” shall be applicable for this tender.

3.3.6 Universal Service Provider (USP) would have to ensure that it continues to hold a valid telecom license & necessary spectrum, during the currency of the USOF Agreement.

### 3.4 Cost of Bidding

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

### **3.5 Type of Tender**

- 3.5.1 There shall be two stage opening using two electronic envelopes. The technical bid shall be evaluated first and the financial bids of only those bidders whose technical bids are substantively responsive, shall be opened.
- 3.5.2 The financial bidding would occur in the form of two-stage e-bidding process, to arrive at a Representative Rate of subsidy support for each village.
- 3.5.3 Only one bidder per Bidding Unit will be selected for Provision of Mobile Services in Inhabited and Uncovered Villages.
- 3.5.4 The bidder cannot bid selectively for a group of villages. Bidder shall quote for all the specified sites in a Bidding Unit. Otherwise, the bid will be rejected. The list of Inhabited and uncovered villages to be provided with mobile services in the uncovered villages in 10 States/ LSAs is enclosed at **Appendix-1** of the Tender Document. The Agreement shall be entered into with the successful bidder.
- 3.5.5 The successful bidders shall set up (i.e. Supply, install, test, and commission), operate, maintain and manage the respective infrastructure sites required for effective provision of mobile coverage in the Inhabited and uncovered village clusters and provide mobile services for the period of the Agreement as per the terms and conditions laid down in the Agreement. The Agreement to be signed between USOF and successful bidder will be based on the conditions stipulated in the Tender document.
- 3.5.6 USOF subsidy will be paid only in respect of the sites where mobile tower with backhaul and associated equipment is installed and commissioned under the Scheme and will be limited to the number of sites finalized and approved by USOF.
- 3.5.7 Installation of tower and associated infrastructure in an uncovered village is not required if it is already covered from any type of technology i. e. 2G or 3G or 4G through any TSP. The same should be duly justified and certified by the USP.

### **3.6 Right to Vary Number of Infrastructure Sites and type of BTS**

- 3.6.1 The Administrator will have the right to increase or decrease up to 10% of villages as specified in the Annexure-I in a bidding unit.

### **3.7 The Tender Documents**

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

#### **3.7.3 Clarification of Tender Document:**

Prospective bidders, requiring any clarification on the Tender document shall notify/ send any of their queries on the conditions of this Tender document in writing or by

E-mail to Director (T-2), USO Fund, DOT, Room No.1007, Sanchar Bhawan, Ashoka Road, New Delhi – 110 001, so as to reach latest in accordance with the time lines given in Section I, Clause 1.10. The Administrator shall respond in writing to any request for the clarification of the Tender documents, which it receives in accordance with the time lines given in Section I, Clause 1.10. Copies of the query (without identifying the source) and clarifications by the Administrator shall be issued through e-Tendering portal and USOF website.

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

### **3.8 Amendment of Tender Document**

- 3.8.1 The Administrator may, for any reason, whether at its own initiative (Suo-moto) or in response to a clarification requested by a prospective bidder, may modify Tender documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 3.8.2 The amendments, if any, shall be notified in writing by FAX or E-mail or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the Tender document from the Administrator. In addition, the amendments shall be notified on USOF website <http://www.usof.gov.in> . These amendments shall form part of Tender Document and shall be binding for compliance on the bidders.
- 3.8.3 In order to afford prospective bidders a reasonable time to take the amendments into account while preparing their bids, the Administrator may, at its discretion, extend the deadline for the submission of bids suitably so as to give minimum of five Calendar Days' time after such amendment.

### **3.9 Documents Comprising the BID**

- 3.9.1 The Tender offer shall contain two parts: the first part will be named as Technical Bid and will contain documents of bidder's satisfying the Eligibility/ Technical & Commercial conditions and the second part will be named as Financial Bid containing financial quote.
- 3.9.2 There are seven bidding unit in this tender. A Bidder has to submit the Financial Bid for one or more bidding unit (s) separately along with Earnest Money / Bid Security.
- 3.9.3 The bidder shall submit only one financial bid in respect of the Bidding Unit; otherwise the bid shall be summarily rejected.

### **3.10 Technical bid**

#### **3.10.1 Documents to Be Submitted Establishing Bidder's Eligibility and Qualification**

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

- (i) Bid Form as per **Annexure-3**.
- (ii) Copy of Page 1 to 5 of the Unified Access Services License (UASL)/ Unified License (UL) Agreement along with subsequent amendments, if any, for the

Licensed Service Area for the scheme of sole bidder.

- (iii) Details of Telecom Service Licenses held by the sole Bidder and the allocated spectrum from WPC (GSM/ Microwave etc.) for the Scheme as per **Annexure-4**.
- (iv) Compliance to General, Technical, Commercial, Financial, Operating, Special Conditions and Terms of Financial Bid of the Tender Document for the scheme in the form of the Compliance Statement (**Annexure -5**).
- (v) Audited Annual Report of last three financial years.
- (vi) Attested copy of PAN card of the Company/ bidder.

### 3.10.2 Offline Submissions

In addition to the above-mentioned on-line submission, the bidder shall submit the following documents offline to Director (T-2), USO Fund, DoT, Room No. 1007, Sanchar Bhawan, New Delhi-01 on or before the date & time of submission of bids specified in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- (i) EMD-Bid Security in Original. [For the bidding unit(s)]
- (ii) Demand Draft for Rs. 25,000/- towards cost of tender document [irrespective of number of bidding units participated]
- (iii) Power of attorney [One for each bidder]
- (iv) Copy of the Unified Access Services License (UASL)/ Unified License (UL) Agreement along with subsequent amendments, if any, for the Licensed Service Area for the scheme. [Only One Set]
- (v) Details of Telecom Service Licenses held by the Bidder Company and the allocated spectrum from WPC (Mobile/ Microwave etc.) for the Scheme as per **Annexure-4**.
- (vi) Integrity Pact as per **Annexure 17** [One for each bidder].
- (vii) Certificate stating that none of the near relatives are working in USOF/DoT in accordance with Clause 3.26 [One for each bidder].

### 3.10.3 Financial Bid:

The bidder shall submit the financial bid form on line indicating the rates to be quoted value as per details given in **Annexure-8** of the Tender Document.

**Note:** All the documents comprising a bid are to be mandatorily signed and submitted by the digital signatures of authorised signatory in whose favour Power of Attorney has been issued.

## 3.11 Bid Security/ Earnest Money Deposit

- 3.11.1. Pursuant to Clause 1.9, the bidder shall furnish the Bid Security / EMD issued by any Scheduled Bank in favour of "Pay & Accounts Officer (HQ), Department of Telecommunications, New Delhi" and payable at New Delhi. Separate EMDs shall be submitted for each bidding unit by the bidder in which he wishes to participate.
- 3.11.2. The bid security is required to protect the Administrator against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Clause 3.11.6.

- 3.11.3. A bid not secured in accordance with Clause 3.11.1 shall be rejected by the Administrator for being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened.
- 3.11.4. After signing of Agreement, the Earnest Money Deposit will be returned to the successful bidder(s). The EMD of others, unless otherwise forfeited shall, also be returned within Fifteen days after signing of Agreement with successful bidder(s).
- 3.11.5. The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the Administrator pursuant to clause 3.12.
- 3.11.6. The bid security may be forfeited:
  - (i) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - (ii) In the case of successful bidder, if the bidder fails:
    - (a) To sign the Agreement in accordance with Clause 3.23 of Section-III: General Conditions or
    - (b) To furnish Performance Bank Guarantee in accordance with Clause 3.23 of Section-III: General Conditions
  - (a) In both the above cases, the bidder shall not be eligible to participate in future tenders/ EoIs/ RFPs floated by USO Fund for a period of three years from the date of issue of LOI.

### **3.12 Period of Validity of BIDs**

- 3.12.1 The offer contained in the bid shall remain valid for a minimum period of 180 calendar days from the date of bid opening, further extendable by a period or periods not exceeding in all another 180 days at the request of the Administrator. The extension shall be with the consent of the bidder company. The period during which there is any stay on the bidding process by a court or tribunal shall be excluded while counting the number of days stated above.
- 3.12.2 A bid valid for a shorter period shall be rejected by the Administrator being non-responsive.
- 3.12.3 In exceptional circumstances, the Administrator may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security (EMBG) provided under Clause 3.11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request for extension will not be permitted to modify his bid.

### **3.13 Format and Signing of BID**

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

authorized signatory. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

### **3.14 Power of Attorney**

- 3.14.1 The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- 3.14.2 The power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

### **3.15 Submission of BIDs**

- 3.15.1 Bids must be submitted by the bidders on or before the specified date & time indicated as per Clause 1.10 of Section-I i.e. DNIT.
- 3.15.2 The Administrator may, at its discretion, extend this deadline for the submission of bids and subsequent milestones as given in Clause 1.10 and in such case all rights and obligations of the Administrator and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 3.15.3 Not more than one independent and complete offer shall be permitted from the bidder for the bidding unit.
- 3.15.4 Any bid received after the deadline for submission of bids prescribed by the Administrator, shall be rejected and returned.

### **3.16 Modification and Withdrawal of Bids**

- 3.16.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 3.16.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 3.16.3 No bid shall be modified subsequent to the deadline for submission of bids.

### **3.17 Compliance**

- 3.17.1 Clause-by-Clause Compliance to General, Technical, Commercial, Financial, Operating and Special Conditions and Terms of Financial Bid in the prescribed proforma as per **Annexure-5** shall be submitted. It should be clearly understood that any deviation shall not be accepted.
- 3.17.2 If at any later date, it is found that averments/facts submitted by the bidder in the bid based on which the bidder has been considered eligible or successful or has entered into the Agreement, is false or not true to the knowledge or belief of the bidder, Administrator reserves the right to disqualify the bidder. Agreement signed with a

bidder based on such false information shall be cancelled without any notice and any other remedies available in terms of the Agreement shall be invoked.

### **3.18 Opening of BIDs**

- 3.18.1 The Administrator through his nominee shall open bids in the presence of the authorized representatives of bidders online at time & date specified in Clause 1.10 of DNIT (Section-I). Technical bids, completed in all respects including EMD and cost of tender document, will only be considered. The bidder's authorized representatives, who are present, shall sign in an attendance register. The letter authorizing the representative to attend the bid opening shall be submitted on the letter head of the bidder company signed by the authorized signatory before they are allowed to participate in bid opening. The bidders may ensure that their authorized representative(s) attend the bid opening at first and every subsequent stage. Bids shall, however, be opened even if the authorized representative of a bidder company is not present in bid opening.
- 3.18.2 Only one representative of any bidder company shall be authorized and permitted to attend the bid opening.
- 3.18.3 The bidder's names, modification, bid withdrawals and the presence or absence of the requisite bid security deposit (EMBG) and such other details as the Administrator or authorized person deems fit shall be announced at the time of bid opening.
- 3.18.4 Similar steps shall be taken for opening of subsequent financial bids.
- 3.18.5 If the date fixed for opening of bids is subsequently declared as holiday by the Government, a revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

### **3.19 Clarification of BIDs**

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

### **3.20 Preliminary Evaluation**

- 3.20.1 The Administrator shall evaluate the bids to determine whether they are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 3.20.2 The Administrator will determine the substantial responsiveness of each bid to the Tender Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Tender Document without

material deviations. The Administrator's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 3.20.3 A bid, determined as not substantially responsive will be rejected by the Administrator and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 3.20.4 The Administrator may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 3.20.5 The bids will be technically and commercially evaluated giving due consideration for their conformity to the pre-qualification criteria with regard to eligibility conditions, and compliance to General, Technical, Commercial, Operating, Financial and Special Conditions and Terms of Financial Bid as laid down in this Tender Document. All the criteria have to be met for the purpose of pre-qualification and there is no weightage attached to any of the pre-qualification parameters. However, failure to meet any of these criteria will disqualify the bidder. The qualified bidders will be short-listed and their financial bids will be opened, on a date as given in Clause 1.10.

### **3.21 Evaluation and Comparison of Substantially Responsive BIDs**

- 3.21.1 The Administrator shall evaluate in detail and compare the bids submitted by the bidders.
- 3.21.2 The Administrator shall evaluate the bids to determine whether they are complete, whether they are free from any computational errors. Arithmetical errors shall be rectified on the following basis.
- 3.21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 3.21.4 The evaluation and comparison of responsive bids shall be done on the basis of the total rate quoted for the total payable for the bidding unit.

### **3.22 Contacting the Administrator**

- 3.22.1 No bidder shall try to influence the Administrator or any of his officers or employees on any matter relating to the bids, from the time of the bid opening till the time the Agreement is signed.
- 3.22.2 Any effort by a bidder to modify its bid or influence the Administrator or any of his officers or employees in the bid evaluation, bid comparison or signing of the Agreement shall result in the rejection of the bid and disqualification of the bidder from future bidding for a period to be specified by the Administrator.

### **3.23 Signing of Agreement**

- 3.23.1 The successful bidder shall submit a Performance Bank Guarantee (PBG) (as per **Annexure-7** of stipulated amount within Fifteen days from the date of issue of LoI and prior to signing of the Agreement. The Agreement will become effective from the date of signing.
- 3.23.2 In case the successful bidder does not furnish the PBG within the given time, their EMD shall be encashed and the amount forfeited. Such bidder will be disqualified

from participating in further bidding process and blacklisted for a period of three years.

### **3.24 Right to accept any BID and to reject any or all BIDs**

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

### **3.25 Rejection of BIDs**

3.25.1 While all the conditions specified in the Tender documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the Tender documents. Non-compliance of any one of these shall result in outright rejection of the bid. The bids will be rejected at opening stage due to one or more of the following conditions:

- (a) Bid security/ EMD is not submitted.
- (b) Bid validity is less than the period prescribed.
- (c) If the eligibility criteria are not met and/ or documents prescribed to establish the eligibility are not enclosed.
- (d) If clause-by-clause compliance as well as deviation statements are not given.
- (e) Prices are not filled in as prescribed in price schedule.

### **3.26 Near-Relationship Certificate**

3.26.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Alternatively, a certificate towards the fulfilment of the above requirement submitted by the Company Secretary of the company on behalf of all the Directors is also acceptable.

3.26.2 Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the Administrator will not pay any damage to the company or firm or the concerned person.

3.26.3 The Company or firm or the person will also be debarred for further participation in all the forthcoming tenders of USOF.

### **3.27 Verification of Documents and Certificates**

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

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

### **3.28 Annulment of Letter of Intent**

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

### **3.29 Security Clause as per Latest Guidelines and Requirement**

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

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

### **3.30 Administrator's Right to Ban Business Dealings**

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

## 4 Commercial Conditions

### 4.1 Agreement

- 4.1.1 The Agreement (bidding unit wise) signed by the successful bidder (UASL/UL) of the scheme with the Administrator shall be subject to the terms and conditions (including transfer, assignment or franchising) of UASL (Unified Access Service Licensees)/Unified License/Migration or award of new license in lieu of UASL.

### 4.2 Responsibilities of the USPs under the Scheme

- 4.2.1 The USPs would be required to, inter-alia, create the requisite infrastructure for provision of mobile services to meet TRAI QoS for both Voice & Data as defined in Para 3.2.2 & Para 5.4, covering the following activities:
- (i) Provisioning of Mobile services and Supply, install, test, commission and maintain Towers.
  - (ii) Arrange Electrical power connection from the concerned State Electricity Boards/Corporations.
  - (iii) Supply, install, test and commission for providing power backup.
  - (iv) Install the BTS equipment, antenna and the associated backhaul connectivity to their respective core networks.
  - (v) Provide, operate & maintain the mobile services from all the sites in the specified tower locations in the Bidding Unit.
  - (vi) Only new equipment and material shall be provided under the Scheme.
  - (vii) Solely responsible for installation, operation & maintenance of necessary equipment & systems, provision of services to the customers, treatment of subscriber complaints, collection of call-charges and issue of receipts thereof, and attending to claims and damages arising out of operations.
  - (viii) All other necessary actions to provide the service deliverables.
- 4.2.2 The infrastructure/ assets so created under this project shall be owned by the respective USPs.
- 4.2.3 USP shall ensure continued provisioning of mobile services, during the currency of the Agreement, in the inhabited & uncovered villages as per the broad parameters of Agreement.
- 4.2.4 During the Agreement period, cost of change of equipment / spectrum, etc., if any, will have to be borne by the respective Telecom Service Provider (USP).
- 4.2.5 Continued Operation and Maintenance of the Tower and infrastructure so created in order to provide mobile services compliant with the terms and conditions of the License Agreement signed with DoT, after expiry of the Agreement signed with USOF.
- 4.2.6 Infrastructure created and services provided under this project will not be counted towards rollout obligations (as specified under the license conditions) of service providers.

### **4.3 Inspection and Tests**

- 4.3.1 The Administrator or his representative or the agencies authorized (Hereinafter Designated Monitoring Agency) shall have the right to inspect and test the created infrastructure and provision of mobile services as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the infrastructure sites created by USPs, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the Designated Monitoring Agency at no charge to the Administrator.
- 4.3.2 Should any inspected or tested components fail to conform to the specifications, the Administrator may reject them and the USPs shall either replace the rejected components or make all alterations necessary to meet specification/ requirements free of cost to the Administrator.
- 4.3.3 If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, USOF shall give notice to the USPs setting forth details of such defects or failure and the USP shall at their own cost make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period not exceeding one month of the initial report. These replacements shall be made by the USP free of all charges at site.
- 4.3.4 Nothing in Clause 4.3 shall in any way release the USPs from any warranty or other obligations under this contract.

### **4.4 Changes in Agreement Signed**

The Administrator may, at any time, by a written order given to a USP, make changes within the general scope of the Agreement in any one or more of the following:

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

### **4.5 Duration of Agreement**

The Agreement shall be valid for a period of Ten years and nine months (execution time and time period for provision of service) from the date of signing of the Agreement unless revoked earlier for reasons as specified elsewhere in the document. The subsidy support period and subsidy claim and disbursement schedule is as per **Section VII: Financial Conditions** of this document. Successful bidders shall be responsible for operation and maintenance of the created infrastructure and provision of specified services for a period of Ten years from the date of roll out in each village and also after the expiry of Agreement period, as the telecom service providers under the license conditions are bound to provide services under the license terms.

### **4.6 Extension of Agreement**

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

#### **4.7 Modifications in terms and Conditions of Agreement**

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

#### **4.8 Requirement to Furnish Information**

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

#### **4.9 Termination of Agreement**

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

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

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

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

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

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

#### **4.10 Actions Pursuant to Termination of Agreement**

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

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

4.10.3 In case of termination of the Agreement before the expiry period, the prescribed PBG will be encashed and forfeited towards damages. Additionally, if it is found that the USP had received any payment in excess of the amounts under the Agreement prior

to termination, then such amount shall be paid back immediately by the USP to the Administrator on demand. Any amount due from the USP under this Agreement may, without prejudice to any other mode of recovery may be recovered as arrears of land revenue.

#### **4.11 Indemnity**

The USP shall indemnify the Administrator in respect of any damages, claims, loss or action against Administrator for acts of commission or omission on the part of the USP, its agents or servants.

#### **4.12 Settlement of Disputes & Arbitration**

- 4.12.1 In the event of dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Telecommunications, Ministry of Communications, on the recommendation of the Secretary, Department of Legal Affairs (“Law Secretary”), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the “Award”), which shall be final and binding on the parties.” The cost of the arbitration shall be shared equally by the parties to the agreement. However, expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 4.12.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligation under this Agreement without prejudice to final adjustment in accordance with such award.

#### **4.13 Force- Majeure**

- 4.13.1 If at any time, during the continuance of the Agreements, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the USP), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 10 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either party have any claims for damages against the other, in respect of such non-performance or delay in performance. Provided mobile services under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

- 4.13.2 The decision of the Administrator as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final, binding and conclusive.

#### **4.14 Set off Clause**

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

#### **4.15 Other Obligations**

- 4.15.1 The provisions of the Indian Telegraph Act, 1885 or the Indian Wireless Telegraphy Act, 1933 as amended or replaced, the rules made and orders passed under these statutes, so far as applicable, shall be binding on the USP.
- 4.15.2 The USP shall be bound by the terms and conditions of the Agreement as well as by such orders/ directions/ regulations of DoT/ TRAI as per provisions of the TRAI Act, 1997 as amended from time to time and instructions/ directions as are issued by the Administrator.
- 4.15.3 The USP shall apply all due diligence in understanding all aspects of the project including the terrain, its remoteness and the possible handicaps, hurdles or reasons for delay and shall have no cause of grievance or abatement on this score.

## **5 General Terms and Conditions**

### **5.1 The summary of village sites to be commissioned is at Annexure-I.**

### **5.2 Tower Site**

- 5.2.1 The successful bidder shall make their own arrangements to get the further detailed map of the area to be covered or any other data relevant and necessary for planning & engineering of the mobile services.
- 5.2.2 The Successful bidder shall map the tower locations and the area covered [including the villages] with the mobile connectivity on the GIS map.
- 5.2.3 The USPs are advised to verify non-availability of the coverage in the villages before installing equipment for which it intends to claim support from Universal Service Obligation Fund. No claims shall be admissible for cases of duplicate/ redundant infrastructure sites/ towers.
- 5.2.4 Care shall be taken to ensure that all proposed infrastructure sites are at a specified distance from the international borders as per the license conditions/ guidelines issued by DoT. However, if any infrastructure site lies within the specified distance from the international border, the same shall be dealt in accordance with the conditions stipulated in this regard in the license Agreements and the same shall also be brought to the notice of Administrator.
- 5.2.5 SACFA clearance shall be the responsibility of bidder.
- 5.2.6 The USP shall be responsible for the safety during transportation, handling and erection of tower and associated equipment.
- 5.2.7 The USP shall maintain on site detailed calculations, standards of materials and specification data on the deflection limit of towers and the safety factor used in tower erection, as well as detailed drawings.
- 5.2.8 To conform to Civil Aviation regulations, the towers shall be painted in alternate bands of international orange and international white, terminating with orange at top and the bottom, Height of each band should be not exceeding 6 meters and should not be less than 0.5 meters. The correct shade for the international orange corresponds to ISI shade 592 as given in the Indian Standard Institution Publication-colours for ready mixed paint.

### **5.3 Fire Alarm & Fire Extinguishers**

- 5.3.1 Proper arrangement shall be made for fire detection and fire extinguisher system as per fire safety norms applicable for that location.
- 5.3.2 Fire alarm system is to be provided for individual components.

### **5.4 Quality of Service Parameters**

- 5.4.1 The Quality of Service Parameters for Mobile Telecommunication Services as prescribed by TRAI shall be complied. The signal strength has to be better

than -85 dBm (for indoor coverage the signal strength at street level shall be  $\geq$  -75 dBm and in vehicle shall be  $\geq$  -85 dBm) for voice and for data as per TRAI QoS standards.

- 5.4.2 The USP shall ensure provision of reliable services to the customers as per the Quality of Service (QoS) prescribed by the TRAI from time to time. The USP shall adhere to such QoS standards and provide timely information as required therein.
- 5.4.3 The Administrator or TRAI may carry out performance tests either directly themselves or through Designated Monitoring Agency and also evaluate the QoS parameters at any time during the tenure of the Agreement. The bidder shall provide ingress and other support including documents, instruments, equipment etc. for carrying out such performance tests and evaluation of Quality of Service parameters.
- 5.4.4 The bidder will keep a record of rural connections provided from the BTS installed under the scheme and the telecom traffic generated & registered from each site. The USP shall also maintain faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in respect of the service rendered which will be produced before the Administrator and/ or TRAI as and when and in whatever form desired.
- 5.4.5 The bidder shall be responsive to the complaints lodged by the customers. They shall rectify the deficiencies and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.
- 5.4.6 Proper arrangement should be made by the bidders for reporting/ booking service-related complaints.

## **5.5 General Guidelines**

- 5.5.1 The power backup of suitable capacity shall be provided to cater to the backup requirements of each site by the bidder. Panel diagram for each site are to be made available at the time of Acceptance Testing.
- 5.5.2 Factory Test Certificates are to be provided for items like BTS and accessories, Transmission equipment, power equipment and infrastructure provided.
- 5.5.3 Detailed documentation related to periodical maintenance and procedure for faulty part replacement shall be supplied.
- 5.5.4 Logbooks on site maintenance are to be maintained.
- 5.5.5 All types of activities are to be recorded either manually or through system generated log.

## **5.6 Conformity with Existing Licenses**

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

## **5.7 Proof of Concept and Physical Verification**

- 5.7.1 USP shall install and offer one site in each bidding unit for validation of functional parameters (Proof of Concept) to Testing Agency designated by USOF. Release of subsidy payments will start only after the Proof of Concept is approved.
- 5.7.2 Physical verification for all sites under the scheme shall be conducted by a Designated Monitoring Agency authorised by the Administrator, USOF as per the verification scheduled to be prescribed later by USOF. This is over & above the verification through TPA.
- 5.7.3 The tender will be awarded to the USPs by Bidding Unit wise, whereas the USP shall conduct the POC for State wise (for the LSA having 2 States, in that case two towers are to be offered for POC i.e. one tower in each state).
- 5.7.4 Self-certification shall be furnished by executing entities along with test results, including drive test results for all sites in prescribed format (as at Annexure-10).

## **6 Operating Conditions**

### **6.1 Customer Service**

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

### **6.2 Right to Inspect, Test and Monitor**

6.2.1 The Administrator or his authorized representative shall have the right to inspect the infrastructure sites created for providing the mobile services and also the equipment installed by the USPs at the Infrastructure site so created in particular but not limited to, access to NOC/ NMS, backhaul, terminating interfaces, distribution frames etc. and conduct the service performance tests. The USP will provide the necessary facilities at own cost for monitoring of the system, as required by the Administrator or its authorized representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

6.2.2 Wherever considered appropriate, Administrator may conduct any inquiry either Suo-moto or on a complaint, to determine whether there has been any breach in compliance of terms & conditions of the Agreement by the USP, and during such inquiry the USP shall extend all reasonable facilities without any hindrance.

6.2.3 Online access to Network Operations Centre (NOC)/ Network Management System (NMS) shall be provided to USOF representatives authorised by the Administrator. Web based access to NOC/ NMS is desirable. USP shall also provide the mobile App for monitoring the services and to get the feedback of the services if required during the period of contract.

### **6.3 Provisioning of Mobile Services**

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

### **6.4 Up-gradation of Equipment**

The USP may upgrade the existing equipment by installing new equipment, if required, during the validity of the Agreement provided it meets all other performance parameters of Quality of Service. However, no financial support will be extended by USOF to USP.

### **6.5 Roll Out**

6.5.1 The successful bidder (USP) shall complete the field survey of all the sites in the bidding unit in three months & also complete the POC work of one site from the date of signing of the agreement, to finalize location and type of infrastructure at each site. The successful bidder (USP) shall commission & provide mobile services from all the infrastructure sites in a Bidding Unit within a period of 9 months (3 month for site

survey & completion of POC, 6 months implementation) from the date of signing of the Agreement.

6.5.2 The Rollout period may be extended by the Administrator by three months, if reasons for delay submitted by the implementing USP in a bidding unit are justified.

6.5.3 The USP shall provide a monthly statement in the format prescribed in **Annexure-12** giving details of the sites commissioned in the LSA and traffic generated from each site & registered during the month from the sites commissioned respectively.

## **6.6 Liquidated Damages & Rewards**

6.6.1 For the infrastructure sites not commissioned as per the rollout required to be achieved, the delayed period shall entail recovery of liquidated damages (L.D.) at the rate of 2% of the Rate per village site, as specified in the tender, for those Infrastructure sites for each month of delay or part thereof, subject to maximum of five months' delay i.e., max LD shall be 10% of the quoted Rate for each village site.

6.6.2 For the purpose of charging the Liquidated Damages, the Rate per village site, as discovered in the tendering process and as applicable for the respective Bidding Unit, where the relevant roll out obligation of providing mobile services from Infrastructure/ BTS sites has not been fulfilled, shall be taken into account.

**6.7** In case, the successful bidder fails to roll out the mobile services from the infrastructure sites within six months after the expiry of the rollout period, action as per Clause 4.9 and 4.10 of Section-IV: Commercial Conditions of this Tender Document may be taken.

## **6.8 Outage Penalty**

6.8.1 Service level penalty will be applicable as per TRAI QoS norms.

6.8.2 The said penalty shall not be applicable in Force Majeure conditions.

## **6.9 Confidentiality of Information**

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

## **6.10 Prohibition of Certain Activities by the Universal Service Provider**

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

## **6.11 Security Conditions**

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

## **7 Financial Conditions**

### **7.1 SUBSIDY FROM UNIVERSAL SERVICE OBLIGATION FUND**

- 7.1.1 Support shall be payable per Representative Rate for each site arrived on the basis of the outcome of the bidding process as per details given in this section.
- 7.1.2 The Representative Rate (RR) of subsidy emerging from the bidding process which shall be specified in the Agreement(s) shall be disbursed in Indian Rupees to the successful bidder for the scheme in two parts- Front Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS).
- 7.1.3 First part shall be due and payable, @ 49% of RR, as an FLS at the time of successful commissioning of BTS and provision of mobile services from the identified site. Second part of the remaining subsidy (50%), for each site shall be payable in 20 equated quarterly Subsidy (EQS). These EQS shall be payable over a maximum period of 5 years from the date of commissioning of BTS i.e. commencement of mobile services from the sites identified under the Agreement or up to the expiry of the currency of the Agreement, whichever is earlier.
- 7.1.4 Further, Equated Quarterly Instalment shall be released after verification by a Third-Party Audit (TPA), unless specified otherwise by Administrator, for which payment shall be a maximum of 1% of the Representative rate of subsidy emerging from the bidding process and will be paid directly to the TPA.
- 7.1.5 The FLS & EQS components of the subsidy shall be payable at the end of the quarter, in which it becomes due. Thus, the USP shall be eligible to claim FLS only at the end of the quarter in which the mobile services are commissioned/ launched from the infrastructure site set up. Similarly, the EQS claim for a quarter can be made by the USP only at the end of that quarter.
- 7.1.6 USOF subsidy will be paid only in respect of the sites where mobile tower is installed and commissioned and services are being provided, as per the terms & conditions of the Agreement duly verified by a TPA.

### **7.2 SCHEDULE FOR DISBURSEMENT OF SUBSIDY**

- 7.2.1 The validation/ approval of the PoC by USOF & submission of the same would be a pre-requisite for any release of the subsidy payments. The USP shall be eligible to submit the claim for FLS (49 %) at the end of the quarter in which the mobile services are commissioned/ launched from the infrastructure site set up. USP shall submit a self-certificate to the respective Controller of Communication Accounts (CCA) office, giving details of the infrastructure site(s), the equipment installed along with system generated reports, traffic reports etc. establishing successful completion/ launch of the mobile services work as per the pro forma given in **Annexure-10**, with a copy to Administrator, USOF.
- 7.2.2 The EQS of remaining 50% subsidy from USOF shall be disbursed by the respective Controller of Communication Accounts office in 20 quarterly instalments during each

financial year, with each quarter ending on 30<sup>th</sup> of June, 30<sup>th</sup> of September, 31<sup>st</sup> of December and 31<sup>st</sup> of March. The claim for a part of the quarter will be computed with reference to the actual number of days in that quarter. Each instalment shall be disbursed quarterly generally within 30 days of receipt of a valid claim for the services rendered.

7.2.3 The USP shall submit the claim for quarterly subsidy in a statement in the prescribed form given in the three Attachments (A, B & C) to **Annexure-9** showing the computation of subsidy for the quarter. The statement shall be furnished by the USP even if no new Site has been set up during the quarter for provision of Mobile Services. The Bidding Unit wise subsidy claim should be submitted in the prescribed formats on a hard copy duly signed by the authorized signatory of the Company.

7.2.4 Following supporting documents shall be submitted along with the prescribed Claim Statement and thus are integral part of the subsidy claim:

- a) The claim shall be duly certified as per **Annexure-9** by a representative of the USP duly authorized by a board resolution of the USP.
- b) All claims for subsidy shall be accompanied by a pre-receipted bill with revenue stamp.
- c) In addition to the hard copy, the USP should also submit the claim on a CD ROM in MS Excel format also. The authorized signatory of the company should put his signature and seal of the company on the CD ROM Disc.
- d) Monthly statement of Sites Commissioning & mobile traffic generated for the quarter, as per **Annexure 12** and Service interruption report as per **Annexure-13**.
- e) Self-Certificate as per **Annexure-10** along with test results, with the FLS claim.

7.2.5 The claim along with the supporting documents should be prepared Bidding Unit wise, awarded to USP and should be submitted within 30 days of the end of the quarter. Condonation of delays for claims received after this date may be considered by the Administrator under exceptional circumstances.

7.2.6 The claims along with the supporting documents should be submitted at the designated Controller of Communication Account Offices of the respective Licensed Service Area.

### **7.3 Penalty for interruption:**

7.3.1 Deduction in subsidy (EQS) shall be made from USP on pro-rata basis, if there is interruption in services for more than 43.2 Hrs (cumulatively) in a quarter; and the EQS shall not be payable for that particular site, if there is interruption in services for 45 days or more in a quarter. The USP shall furnish the details of interruption/ down time of the services along with the payment statement as per the pro forma attached at **Annexure-13**. In addition, the USP, as Licensed Access Service Provider shall be bound by and shall comply with the relevant regulations of TRAI for QoS.

7.3.2 Processing of Front-Loaded Subsidy (FLS) & Equated Quarterly Subsidy (EQS) claims of USP for subsidy disbursement and settlement shall be as per the terms & conditions

of the Agreement and through the Office of the designated Controller of Communication Accounts (CCAs) of the respective Telecom Service Area. However, the claims of USP would be said to be settled only after adjustment & recovery of any pending LD, penalties, dues, etc. as liable as per the Agreement or recovery of inadmissible/ excess subsidy for a site as ascertained on the basis of physical verification & sample inspection conducted by CCA office, during the Agreement period, as per instructions issued thereunder for compliance of its provisions, as per the inspection/ verification schedule to be prescribed later by USOF.

- 7.3.3 The aforesaid quarterly statements of each year shall be required to be audited by the auditors of the USP appointed under Section-224 of the Companies Act, 1956 or Section 139 or any other relevant section of the New Companies Act, 2013. The report of the Auditors should be in the prescribed form given in **Annexure-11** to be filed with the Administrator or designated monitoring agency / CCA as specified within 7 (seven) calendar days of the date of signing of the audit report but not later than 30th September of the following year.
- 7.3.4 The subsidy for a quarter shall be paid after making adjustments, if any, for the payments made in the previous quarter(s). Final adjustment, if any in respect of excess or shortage in the subsidy disbursed shall be made in the following year based on the quarterly statements duly certified by the auditors of the USP.
- 7.3.5 In case the USP is found to have claimed and received in excess of 10% of the subsidy due to them, the entire amount in excess shall be recovered along with an interest from the date of disbursement at the prime lending rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest. (Month for this purpose shall be taken as an English calendar month). No further subsidy shall be disbursed until final adjustment of the excess payment.
- 7.3.6 No interest shall be payable for any short/ late payment made to the USP by the paying authority.
- 7.3.7 All the relevant records, systems, relevant NOC (Network Operation Centre)/ Network Management System (NMS) data, logbooks, books of accounts of the USP shall be subject to such scrutiny & examination as may be prescribed by the Administrator so as to facilitate independent verification of the subsidy claimed and paid.
- 7.3.8 In order to ensure effective utilisation of the USO fund released for the rendering the obligations by USP and proper and correct verification of subsidy paid & ensuring compliance, for the deliverables and agreement conditions, as claimed in its subsidy claim, over the period of the Agreement, the Administrator can issue instructions/ directions, prescribe inspection & verification guidelines/ procedures, formats for monitoring performance, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and also can modify, alter, or substitute and amend, if deemed necessary, whatever stated in the Agreement.

#### **7.4 BANK GUARANTEES**

- 7.4.1 The successful bidders shall submit a Performance Bank Guarantee (PBG) to Administrator USOF in the prescribed pro-forma (as per **Annexure-7**) valid for Two years for each Bidding Unit where the work is awarded to USP, from any scheduled bank in India. The amount of performance bank guarantee shall be equivalent to 5% of total subsidy amount payable to the USP for the entire bidding unit, as specified in tender, for which work has been awarded to the USP. The PBG must be submitted within Fifteen days of issue of Letter of Intent and before signing of the Agreement.
- 7.4.2 Initially, the bank guarantee (s) shall be valid for a period of Two years. The USP, on its own, shall extend the validity period of the bank guarantee(s) on similar terms at least one month prior to the day of its expiry without any demand or notice from the Administrator for a period of one year.
- 7.4.3 The Bank Guarantees shall be kept valid for an extended period of six months beyond the period of Agreement or till finalization of accounts i.e. issue of no-dues certificate from the concerned CCA and final settlement of all the subsidy claims, and adjustment & recoveries of any pending LD, penalties, dues, excess claim etc. as per the Agreement & instructions issued there under, whichever is later. Any failure to do so, shall amount to violation of the terms of the Agreement and entitle the Administrator to encash the bank guarantee(s) and to convert it into a cash security without any reference to the USP at its risk and cost. No interest or compensation whatsoever shall be payable by the Administrator on such encashment.
- 7.4.4 Without prejudice to its rights of any other remedy, Administrator may encash bank guarantee and forfeit the amount upon any failure of performance of the terms & conditions of the Agreement by the USP.

#### **7.5 MAINTENANCE OF RECORDS**

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

#### **7.6 NON-PERFORMANCE PENALTY**

- 7.6.1 In case, USP fails to commission & provide mobile services from a site(s), within six months of the expiry of the roll-out period action as per Clause 6.6 shall be taken. In

addition, non-performance-penalty @ 5% of the category specific Representative Rate per site, as specified in the tender document, shall be payable, in respect of sites not commissioned, as penalty by the USP and the site(s) would be deleted/ struck-off from the Agreement. Administrator reserves the right to take necessary action, as deemed fit for provisioning of mobile services from such sites.

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

## **8 Terms of Financial Bid**

- 8.1** Sample copy of Financial Bid Form (Price Schedule) is enclosed at **Annexure-8**. The bidder shall submit the bid clearly indicating the quote against the Bidding Unit in the prescribed proforma.
- 8.2** The bids shall be opened on the specified date and time (including extension, if any) in the presence of the representatives of bidders. While opening the bid, the name of the bidder and the bid amount quoted by the bidder in **Annexure-8** will be read out to the bidders who are present.
- 8.3** A single rate should be quoted for a bidding unit. The evaluation of the bid would be on the basis of the least quoted total payable for the entire bidding unit during the Agreement period, discovered through financial bidding process.
- 8.4** The Financial Bids of those who qualify in the technical evaluation shall be opened and shall be made public in the presence of bidders' authorized representatives, carrying an authority letter.
- 8.5** The bidders must quote an amount less than or equal to the amount specified for the "Average Benchmark Subsidy Per Site" for a bidding unit. Quotes higher than the Benchmark value in the bidding unit shall not be treated as a valid bid and shall be summarily rejected. If there are N number of pre-qualified bidders are eligible for financial bidding, the bidder quoted lowest cost in the financial bidding is selected as a L-1 bidder in the bidding unit.
  - 8.5.1** Withdrawal, backing out of their quoted bid shall result in disqualification of such bidder(s) and their EMBGs shall be forfeited.
  - 8.5.2** The signing of Agreement as a result of bidding process will not be treated and taken as grant of fresh License under the Indian Telegraph Act, 1885.
  - 8.5.3** If the Agreement is not signed by the successful bidder for whatsoever reason, the EMBG shall be encashed and the amount forfeited. Such bidder will be disqualified from participating in further bidding process and may be blacklisted.

## **9 Special Instructions to the USP**

- 9.1** After signing of the Agreements by USPs with Administrator USOF, the tower locations for all the infrastructure sites must be finalised. The USP, based on tender quote and field survey, shall finalize location for each site to ensure that all village sites, as identified & stipulated, are covered, and finalize implementation plan in consultation with USOF.
- 9.2** The Sole Bidder should comply with Preferential Market Access (PMA) guidelines notified by DoT and all its clarifications/ amendments applicable on this Tender.
- 9.3** For shifting of the location of the site/ tower from one place to another, the USP shall take up the case for change of location with Administrator as per the prescribed proforma attached at **Annexure-15**.
- 9.4** For installation of additional site(s) or deletion, the USP shall take up the case with Administrator as per the prescribed proforma attached at **Annexure-14**. The variation shall be permitted with the prior approval of Administrator, USOF.
- 9.5** The decision of the Administrator for according approval to such requests shall be final and binding on the concerned USPs. All the related clauses of the Roll out, LDs, Penalties, Suspension, Termination and other terms & conditions of the Agreement shall be applicable for these new locations also.

## 10 Interpretation of Terms/ Definitions

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

- 10.1 ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications & IT.
- 10.2 AGREEMENT** shall mean the Agreement signed by the USP with the Administrator for setting up and managing the infrastructure sites and for Provision of Mobile Services in Inhabited and Uncovered Villages for the Bidding Unit, as defined in Clause 1.8 of DNIT, on the basis of the outcome of the bidding process.
- 10.3 BENCHMARK** is the rate that shall form the upper ceiling for submission of bids and is the estimated rate of Net Cost support assessed in accordance with ITRs, 1951 and is based on a percentage of the capital recovery, depending on the revenue potential and operating expenditure net of revenue, incurred over a period of five years of operation against which the bids shall be received in the first round of financial bidding.
- 10.4 CAPITAL RECOVERY** means the aggregate of depreciation, interest on debt and return on equity on the capital cost as worked out proportionately and annualized over the period for which support is provided from the Fund.
- 10.5 DESIGNATED MONITORING AGENCY** refers to the agency authorized by the Administrator to carry out testing & inspection of the records, systems, claims and installations in order to ensure compliance with terms & conditions of the Agreement.
- 10.6 EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 10.7 EQS** means Equated Quarterly Subsidy.
- 10.8 FLS** means Front loaded Subsidy.
- 10.9 INFRASTRUCTURE PROVIDER-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 10.10 LICENCE** means a License granted or having effect as if granted under the Section-4 of the Indian Telegraph Act, 1885 and the Indian Wireless Act, 1933.
- 10.11 LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the or UASL Service License except the areas that may be notified to be excluded from time to time.
- 10.12 LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Unified Access Service), within the geographical boundaries of the specified Licensed Service Area.
- 10.13 OPERATIONAL EXPENDITURE** means the Annual Operating Expense incurred on routine maintenance of infrastructure and recurring expenditures on diesel, electricity, security etc. including satellite bandwidth charges, to be paid by Universal Service Providers.

- 10.14 QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR) and faults carried over beyond the MTTR and the satisfactory disposal thereof.
- 10.15 RURAL CONNECTIONS** means the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the BTS site installed with the subsidy support from USO Fund.
- 10.16 SITES** means the locations for installation of tower & BTS for provision of mobile services, as per the terms & conditions of the Agreement and as identified in Appendix-1.
- 10.17 SUBSIDY** from Universal Service Obligation Fund (USOF) means the disbursements from USOF towards meeting the universal service obligations in terms of the Agreement.
- 10.18 TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 10.19 UNIVERSAL SERVICE PROVIDER (USP)** means such entities like UASL/ UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 10.20 USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.
- 10.21 USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.

## ANNEXURE-1: Bidding units

Bidding Unit	State Name	Total no. of villages
1	Bihar & West Bengal	9
2	Gujarat	70
3	Himachal Pradesh	59
4	J&K and Ladakh	144
5	Rajasthan	31
6	Uttar Pradesh & Uttarakhand	37
7	Karnataka & MP	4
	<b>Total</b>	<b>354</b>

## ANNEXURE-2: STATE-WISE /LSA -WISE SITE DETAILS

State Name	LSA	Total no. of villages
Bihar	Bihar	8
Gujarat	Gujarat	70
Himachal Pradesh	Himachal Pradesh	59
J&K and Ladakh	J&K	144
Karnataka	Karnataka	3
Madhya Pradesh	Madhya Pradesh	1
Rajasthan	Rajasthan	31
Uttar Pradesh	Uttar Pradesh (E)	9
Uttarakhand	Uttar Pradesh (W)	28
West Bengal	West Bengal	1
<b>Total</b>		<b>354</b>

### **ANNEXURE-3: BID FORM**

To

The President of India  
Acting through the Administrator (USOF)

Ref: Your Tender No. .... dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda No. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said conditions of contract and specifications for the sum shown in the Price schedule as part of the Financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee of a Scheduled Bank for a sum @ 5% of the total amount payable to the USP for the due performance of the contract.
6. Until a formal Agreement / Contract is prepared and executed, this Bid together with your written acceptance thereof in your Letter of Intent shall constitute a binding contract between us.

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

Signature of the authorized signatory of the Bidder

Date:

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

(To be filled in and submitted by the bidder)

**PART-A: BIDDER'S PROFILE**

1.	Name of the Firm:	
2.	Registered Address:	
	Telephone No.:	
	FAX No.	
3.	Correspondence Address:	
	Telephone No.:	Mobile No.
	FAX No.	Email:
4.	(GSTIN)	
5.	PAN:	
6.	Service Tax Registration No.	
7.	Name of the Authorized Signatory:	
	Designation:	

**PART-B: DETAILS OF TELECOM SERVICE LICENSES HELD**

Sl. No.	NAME OF LICENSED SERVICE AREA	TYPE OF SERVICE (UAL/UL)	LICENCE AGREEMENT NO.	LICENCE START DATE	LICENCE EXPIRATION DATE	DETAILS OF ALLOCATED SPECTRUM FROM WPC
1.	Bihar					
2.	Gujarat					
3.	Himachal Pradesh					
4.	J&K and Ladakh					
5.	Karnataka					
6.	Madhya Pradesh					
7.	Rajasthan					
8.	Uttar Pradesh (E)					
9.	Uttar Pradesh (W)					
10.	West Bengal					

For and on behalf of (Name of the company)

Signature of the authorized signatory of the Bidder

Date:

## **ANNEXURE-5: COMPLIANCE STATEMENT**

We \_\_\_\_\_ (name of the Company) state to comply in full manner with all the General, Commercial, Technical, Operating, Financial Conditions, Terms of Financial Bid and Special Conditions of the Tender Document for Support from USO Fund for “Setting up and Managing Infrastructure Sites and Provision of Mobile Services in specified villages in a LSA” vide Tender No. \_\_\_\_\_ without any reservation and deviation.

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

Signature of the authorized signatory of the Bidder

Date:

## ANNEXURE-6: PROFORMA FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

(To be type on the letterhead of the Bank)

To

The President of India

Acting Through Administrator, USOF

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted their Bid in response to Tender no. \_\_\_\_\_ dated \_\_\_\_\_ for **“Provision of Mobile Services in 354 Uncovered Villages as part of uncovered villages Project”** (hereinafter called the “tender”).

KNOW ALL MEN by these presents that WE, \_\_\_\_\_ (hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto the President of India acting through Administrator, Universal Service Obligation Fund (hereinafter called the “Administrator”) in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said Administrator. The Bank binds itself, its successors and assigns by these presents.

### THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Administrator during the period of its validity-
  - a) fails to furnish the Performance Bank Guarantee for the due performance of the Agreement.
  - b) fails or refuses to execute the Agreement within the specified period.

We undertake to pay without any demur the Administrator up to the above amount upon receipt of its first written demand, without the Administrator having to substantiate its demand, provided that in its demand the Administrator will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity of 180 calendar days and is further extendable at the request of the Administrator for another period of 180 days.

Signed and sealed with the Common Seal of the said Bank this \_\_\_\_\_day of the \_\_\_\_\_2018.

(Signature for and behalf of the Bank)

Bank Seal:

## **ANNEXURE-7: PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be type on the letterhead of the Bank)

To  
The President of India  
Acting through the Administrator (USF)

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

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

6. We, the Bank, do hereby declare and agree that:

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

7. We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Administrator in writing.

(Signature for and behalf of the Bank)

Bank Seal:

## ANNEXURE-8: FINANCIAL BID FORM (PRICE SCHEDULE)

### Important note:

1. FINANCIAL BID FORMS WITH BENCHMARK VALUES SHALL BE SUPPLIED ALONG WITH TENDER DOCUMENT.
2. THE DIGITALLY SIGNED COPY OF THE FINANCIAL BID FORM SHOULD BE SUBMITTED WITH THE FINANCIAL BID DOCUMENTS IN THE E-TENDERING PORTAL.
3. FINANCIAL BID FORM SHOULD BE DIGITALLY SIGNED BY THE AUTHORIZED SIGNATORY FOR AND ON BEHALF OF THE BIDDER.

**BIDDING UNIT: uncovered villages in LSA/ State area**

### **BIDDING UNIT 1: Bihar & West Bengal –**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>9</b>	<b>91.46</b>			

**BIDDING UNIT 2: Gujarat –**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>70</b>	<b>99.31</b>			

**BIDDING UNIT 3: Himachal Pradesh–**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>59</b>	<b>111.89</b>			

**BIDDING UNIT 4: Jammu & Kashmir and Ladakh –**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>144</b>	<b>111.89</b>			

**BIDDING UNIT 5: Rajasthan –**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>31</b>	<b>111.45</b>			

**BIDDING UNIT 6: UP & Uttarakhand–**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>37</b>	<b>109.80</b>			

**BIDDING UNIT 7: Karnataka & MP –**

<b>No. of Villages</b>	<b>Average Benchmark Subsidy Per Village (in Rs. Lakhs)</b>	<b>Average Subsidy Quote Per Village (in Rs.)</b>	<b>Total Subsidy quote (Rs. in figures)</b>	<b>Total Subsidy Quote (Rs. in words)</b>
1	2	3	4=3x1	5 = 3 x1
<b>4</b>	<b>98.75</b>			

## ANNEXURE-9: FORMAT FOR CERTIFICATION OF SUBSIDY CLAIM

AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

FOR

UNIVERSAL SERVICE PROVIDER

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

1. That I am \_\_\_\_\_ of \_\_\_\_\_ (Name of the Company), Universal Service Provider in \_\_\_\_\_ Licensed Service Area and I am duly authorized by the resolutions dated \_\_\_\_\_ passed by Board of Directors of the Company to furnish a Certificate on behalf of \_\_\_\_\_ (Name of the Company).

- 
2. That a claim of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is being made or the period \_\_\_\_\_ to \_\_\_\_\_. The details of calculation of subsidy are as per Attachments enclosed.

3. That the contents of **Attachments A, B and C** are true and correct to the best of my knowledge, based on the records of the company, which are available for further verification by the appropriate authorities and that the **infrastructure has been commissioned & were functional and mobile services have been rendered** from the quarter in which they have been shown as installed & commissioned.

4. That the claim pertains to the **mobile services** commissioned after the date of entering into the Agreement.

5. That excess payment or shortage, if any, in the subsidy received shall be adjusted in the following year based on the quarterly statements duly certified by the Auditors of the Company and scrutiny as prescribed by the Administrator.

6. The services/ mobile connections provided under this Agreement have not been utilized in claiming subsidy under any other Agreement entered into with the Administrator.

7. No subsidy has been claimed for the period in which the mobile services remained disrupted during the quarter as per terms and conditions of the Agreement.

8. The **mobile services** shown as commissioned in the said quarter have been completed in the ..... on the date .....as provided in the claim.
  
9. I understand that Administrator or his representative shall have the right to inspect & verify the site and records & systems, during the currency of the Agreement and if any deficiency is observed the subsidy paid to the company shall be recovered forthwith, without prejudice to the right of Administrator to take any other action(s) as deemed fit.

For and on behalf of (Name of the company)

Signature of the authorized signatory of the bidder company

**ATTACHMENT A TO ANNEXURE 9: SUMMARY CLAIM STATEMENT FOR QE ..... FROM UNIVERSAL SERVICE PROVIDERS**

**Name of Service Provider:**

**Name of Service Area:**

<b>Sl. No.</b>	<b>State/LSA</b>	<b>Total No. of Mobile Service Village Sites to be provided (As per Agreement)</b>	<b>No. of Mobile Service Sites provided at the end of the previous quarter</b>	<b>No. of Mobile Service Sites added during the quarter</b>	<b>Total No. of Mobile Service Village Sites at which Mobile Service is functional</b>	<b>Payment for the Mobile Service village Sites in col 4 (from Col 15 of Attachment B)</b>	<b>Payment for Mobile Service Sites in col 4 (from Col 16 of Attachment C)</b>	<b>Total Payment (7+8)</b>	<b>Remarks, if any</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
1									
2									
3									
4									

**(Signature of Authorized Signatory) along with Company seal**

**ATTACHMENT B TO ANNEXURE 9: EQS CLAIM STATEMENT FOR QE ..... FROM UNIVERSAL SERVICE PROVIDERS FOR THE MOBILE SERVICES THAT HAVE ALREADY BEEN COMMISSIONED**

Name of Service Provider:

Name of Service Area:

Sl. No.	Site ID	State/LSA	Site details (District-Block-Village)	Site Location		Date of Completion / Commission of the Mobile Services site	Backhaul type	EQS component	Payment payable	Duration of interruption of services		Total days for which services were interrupted	Deduction of payment on Pro rata basis for Col 13	Net payable (Col 10-14)
				Lat & Long	uncovered village					From date	To date			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1														
2														

**(Signature of Authorized Signatory) along with Company seal**

**Notes:**

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

**ATTACHMENT C TO ANNEXURE 9: FLS CLAIM STATEMENT FOR QE ..... FROM UNIVERSAL SERVICE PROVIDERS  
(FOR THE MOBILE SERVICES COMMISSIONED DURING THE QUARTER)**

Name of Service Provider:

Name of Service Area:

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

(Signature of Authorized Signatory along with Company seal)

**Note:**

1. Deduction of payment on account of interruption of services shall be made on the total no of days such incidences have happened from the specific site. The details of interruption are to be separately provided.
2. Rounding off the payment to the nearest rupee shall be made only in the total payment due.
3. Date of Commissioning/ installation (Col 7) shall be included while calculating the number of days in a quarter for Col 10.
4. The claim shall be accompanied with the Self Certification as per Annexure-9.

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

1. I, ....., aged about ..... years s/o, d/o Shri ....., resident of ....., do solemnly affirm and state as under:
2. That I am .....of ..... (Name of the Company), Universal Service Provider in .....Service Area and I am duly authorized by the resolutions dated ..... passed by Board of Directors of the Company to furnish a Certificate on behalf of .....( Name of the Company).

3. *That as per the Agreement signed with Administrator, USOF vide Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ for provisioning of mobile services in the Service Area of \_\_\_\_\_, the following works have been completed successfully as per the specifications, drawings defined in the terms and conditions of the Agreement and the Tender Document:*

**A) Tower Site:**

S. no	Details	Remarks
1.	Tower ID	
2.	Latitude	
3.	Longitude	
4.	Name of the Village	
5.	Name of the Block	
6.	Name of the District	
7.	Name of the State	
8.	Height of the tower	
9.	Date of Commissioning	
10.	TEC GRS (Number and Title) to which Tower complied	

**B) BTS/eNodeB:**

S. no	Details	Remarks
1.	Tower ID	
2.	Name of the Village	
	Name of the Block,	
	Name of the District	
	Name of the District	
	Name of the State	
3.	Technology (GSM/ LTE)	

S. no	Details	Remarks
4.	Make	
5.	Model	
6.	Height of Tower	
7.	Capacity/Configuration	
8.	Radiated power in watts	
9.	Date of manufacturing	
10.	Serial No	
11.	Proof of Purchase (Invoice/Bill)	
12.	SACFA Clearance Status	
13.	Date of Commissioning	

**C) Electrical power connection:**

S. No.	Details	Remarks
1.	Capacity of Sanctioned load	
2.	Proof of sanction from SEB	
3.	Main Energy Meter Type/ Capacity/ Sl. No	
4.	Sub-Energy Meters Type/ Capacity/ Sl. No.	
5.	Earth Resistance (value in ohms)	
6.	Date of Installation	

**D) Solar Panel Source as provided**

S. No.	Details	Remarks
1.	Capacity	
2.	Make	
3.	Type	
4.	Date of Manufacturing	
5.	Date of Commissioning	

**E) Engine Alternator if provided:**

S. No.	Details	Remarks
1.	Rated Capacity of Engine alternator:	
2.	Make of Engine/ Alternator:	
3.	Serial Number of Engine/ Alternator:	
4.	Year of Manufacture:	
5.	Supplied by:	
6.	Proof of purchase (Invoice/ Bill):	
7.	Details of other components provided	
8.	Testing and Commissioning Report:	
9.	Date of Commissioning:	

**F) Mandatory Approvals**

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

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

**G) Battery:**

S. No.	Details	Remarks
1.	Rated Capacity:	
2.	Make:	
3.	Type:	
4.	Date/ Year of Manufacturing:	
5.	Proof of purchase (Invoice/ Bill):	
6.	Number of Sets:	
7.	Date of Commissioning:	

**H) SMPS Power Plant:**

S. No.	Details	Remarks
1.	Rated Capacity:	
2.	Make:	
3.	Type:	
4.	Date/ Year of Manufacturing:	
5.	Proof of purchase (Invoice/ Bill):	
6.	Number of Sets:	
7.	Date of Commissioning:	

**I) Antenna for BTS/ Microwave (To be provided separately):**

S. No.	Details	Remarks
1.	Type:	
2.	Gain:	
3.	Beam width:	
4.	Size:	
5.	Weight:	
6.	Frequency of operation:	
7.	Location on the Tower:	
8.	Make:	
9.	Date of Manufacture:	
10.	Date of Commissioning:	

**J) Backhaul:**

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

**K) Signal Coverage details:**

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

Tower ID	
Name of the Village	
Name of the Block,	
Name of the District	
Name of the District	
Name of the State	
Signal Strength	Details of Coverage Area

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

For and on behalf of (Name of the company)

Signature of the authorized signatory of the bidder company

**Note:**

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

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

To

The Board of Directors

.....  
.....

WE HAVE EXAMINED THE ATTACHED STATEMENT(S) OF CLAIM FOR SUBSIDY FROM USO FUND OF ..... (THE NAME OF THE UNIVERSAL SERVICE PROVIDER) FOR THE QUARTER (S) ENDING \_\_\_\_\_. WE UNDERSTAND THAT THE AFORESAID STATEMENT(S) IS /ARE TO BE FURNISHED TO THE CENTRAL GOVERNMENT FOR ASSESSMENT OF THE SUBSIDY PAYABLE TO THE UNIVERSAL SERVICE PROVIDER BY THE GOVERNMENT, IN TERMS OF THE TENDER DOCUMENT NO. \_\_\_\_\_ FOR SUBSIDY DISBURSEMENT FOR SETTING UP AND MANAGING INFRASTRUCTURE SITES AND PROVISION OF MOBILE SERVICES IN SPECIFIED RURAL AND REMOTE AREAS IN THE COUNTRY UNDER UNIVERSAL SERVICE OBLIGATION.

WE REPORT THAT:

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

(NAME AND SIGNATURE OF THE AUDITOR SIGNING)

For and on behalf of (Name of the AUDITOR FIRM)

**ANNEXURE-12: MONTHLY STATEMENT OF SITES COMMISSIONED& MOBILE TRAFFIC GENERATED**

**NAME OF THE UNIVERSAL SERVICE PROVIDER:**

**NAME OF THE LSA:**

**A. FOR THE MONTH ENDING:**

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

**SIGNATURE OF THE AUTHORIZED SIGNATORY FOR OR ON BEHALF OF USP**

**B. CUMULATIVE:**

**For Sites in uncovered villages -**

<b>Sl. No.</b>	<b>State</b>	<b>Total Number of Mobile Services Sites (BTS) to be commissioned as per Agreement</b>	<b>Number of Mobile Services Sites commissioned prior to the current month</b>	<b>Number of Mobile Services Sites commissioned during the month</b>	<b>Cumulative Number of Mobile Services Sites commissioned</b>

**SIGNATURE OF THE AUTHORIZED SIGNATORY FOR OR ON BEHALF OF USP**

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

(PERIOD: DD/MM/YYYY to DD/MM/YYYY)

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

Sl. No.	Tower ID	Tower Location	Config. of BTS	Radiated Power	Traffic handled in erlangs	Details of Interruption in Services		Total Down time	Total Up time
		State/Dist/Block /Village if applicable				From Date (HH-MM-SS)	To Date (HH-MM-SS)		
								(DD-HH-MM-SS)	(DD-HH-MM-SS)

### Enclosures:

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

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

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

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

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

## ANNEXURE-15: FORMAT FOR REQUEST FOR SHIFTING OF TOWERS

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

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

#### Proper justification may be given for Shifting of the towers:

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

## Annexure-16 MONTHLY STATEMENT OF PROGRESS OF PROJECT IMPLEMENTATION

**NAME OF THE UNIVERSAL SERVICE PROVIDER:**

**NAME OF THE LSA:**

**Report for the month of -----**

S.No.	District Name	Total No. of villages	Site Survey		Total No. of Tower locations finalised	Site Acquired		Site Preparation/Foundation		Receipt of Tower Material at site		Tower Installation		Receipt of Material, power + electronics + backhaul		Installation of equipment		Testing and Commissioning of Tower sites		Total No. of villages covered	
			Progress during the month	Cumulative		Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress	Progress during the month	Cumulative Progress		
1.																					
2.																					
3.																					
.																					
.																					
	Total																				

**(To be submitted on plain paper)**

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

**Preamble**

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

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 4 – Compensation for Damages**

1 If the Principal has disqualified the Bidder(s) from the Tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security/amount paid.

2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/amount paid.

#### **Section 5 – Previous transgression**

1 The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.

2 If the Bidder makes any incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

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

1 The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2 The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

3 The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

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

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

#### **Section 8 – Independent External Monitor(s)**

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

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

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

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

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

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

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

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

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

## **Section 9 – Pact Duration**

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

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

## **Section 10 – Other provisions**

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

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

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

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

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

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

Place.....

Date .....

Witness 1 : ..... (Name & Address)

Witness 2 : ..... (Name & Address)

Name of the officer -----

Designation -----

Name of the Company -----

Address -----

-----  
Dated -----

**ANNEXURE-18 NEAR-RELATIONSHIP CERTIFICATE**

To

The Board of Directors

.....

.....

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

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

Signature of the authorized signatory of the Bidder

Date:

## APPENDIX-1: SITE LOCATION AND DETAILS

S.N.	State	District	Block	Village	Census Code
1	Bihar	West Champaran	Ramnagar	Bairiya Kalan	216182
2	Bihar	West Champaran	Ramnagar	Barwa Dih	216183
3	Bihar	West Champaran	Ramnagar	Gardi	216179
4	Bihar	West Champaran	Ramnagar	Gobrahia	216184
5	Bihar	West Champaran	Ramnagar	Majurha	216181
6	Bihar	West Champaran	Ramnagar	Naurangia	216180
7	Bihar	West Champaran	Ramnagar	Rupwaliya	216191
8	Bihar	West Champaran	Ramnagar	Sitalbari	216201
9	Gujarat	Banaskantha	Wav	Radha Nesda	507372
10	Gujarat	Dohad	Dhanpur	Alindra	519686
11	Gujarat	Dohad	Dhanpur	Bhuvera	519687
12	Gujarat	Dohad	Dhanpur	Pipargota	519684
13	Gujarat	Dohad	Limkheda	Jamri	519266
14	Gujarat	Dohad	Limkheda	Kelkuva	519268
15	Gujarat	Dohad	Limkheda	Vadapipla	519267
16	Gujarat	Kachchh	Nakhatrana	Paneli	506925
17	Gujarat	Kachchh	Nakhatrana	Valka Nana	506927
18	Gujarat	Narmada	Dediapada	Bebar	521574
19	Gujarat	Narmada	Dediapada	Chopdi	521562
20	Gujarat	Narmada	Dediapada	Chuli	521661
21	Gujarat	Narmada	Dediapada	Dabka	521741
22	Gujarat	Narmada	Dediapada	Duthar	521738
23	Gujarat	Narmada	Dediapada	Gadh	521581
24	Gujarat	Narmada	Dediapada	Gichad	521573
25	Gujarat	Narmada	Dediapada	Kanjali	521559
26	Gujarat	Narmada	Dediapada	Kanji	521568
27	Gujarat	Narmada	Dediapada	Khapar	521735
28	Gujarat	Narmada	Dediapada	Kokati	521750
29	Gujarat	Narmada	Dediapada	Mal	521591
30	Gujarat	Narmada	Dediapada	Mathasar	521566
31	Gujarat	Narmada	Dediapada	Mathavali	521588
32	Gujarat	Narmada	Dediapada	Mohbi	521744
33	Gujarat	Narmada	Dediapada	Mohbudi	521590
34	Gujarat	Narmada	Dediapada	Pankhala (Mathasar)	521565
35	Gujarat	Narmada	Dediapada	Pankhala (Shisha)	521743
36	Gujarat	Narmada	Dediapada	Sada	521732
37	Gujarat	Narmada	Dediapada	Sagai	521745
38	Gujarat	Narmada	Dediapada	Samot	521618
39	Gujarat	Narmada	Dediapada	Shisha	521742
40	Gujarat	Narmada	Dediapada	Vaghumar	521564
41	Gujarat	Narmada	Dediapada	Vandri	521567
42	Gujarat	Narmada	Nandod	Amli	521538
43	Gujarat	Narmada	Nandod	Boridra	521526
44	Gujarat	Narmada	Nandod	Chapat	521548
45	Gujarat	Narmada	Nandod	Dadhvada	521549
46	Gujarat	Narmada	Nandod	Datanambali	521552
47	Gujarat	Narmada	Nandod	Dhirkhadi	521529
48	Gujarat	Narmada	Nandod	Dhochki	521551
49	Gujarat	Narmada	Nandod	Gadher	521546
50	Gujarat	Narmada	Nandod	Gadit	521539
51	Gujarat	Narmada	Nandod	Gagar	521537

52	Gujarat	Narmada	Nandod	Gulvani	521462
53	Gujarat	Narmada	Nandod	Handi	521550
54	Gujarat	Narmada	Nandod	Haripura	521464
55	Gujarat	Narmada	Nandod	Junaraj	521532
56	Gujarat	Narmada	Nandod	Kamodiya	521533
57	Gujarat	Narmada	Nandod	Khamar	521513
58	Gujarat	Narmada	Nandod	Mandan (Gaditvalun)	521534
59	Gujarat	Narmada	Nandod	Mandan (Gorvalun)	521528
60	Gujarat	Narmada	Nandod	Mankad Khada	521461
61	Gujarat	Narmada	Nandod	Mota Haidva	521515
62	Gujarat	Narmada	Nandod	Moti Chikhli	521535
63	Gujarat	Narmada	Nandod	Movi	521527
64	Gujarat	Narmada	Nandod	Namalgadh	521536
65	Gujarat	Narmada	Nandod	Nana Haidva	521514
66	Gujarat	Narmada	Nandod	Nani Chikhli	521525
67	Gujarat	Narmada	Nandod	Nani Daberi	521540
68	Gujarat	Narmada	Nandod	Panchla	521459
69	Gujarat	Narmada	Nandod	Ringni	521490
70	Gujarat	Narmada	Nandod	Surpan	521547
71	Gujarat	Narmada	Nandod	Zarvani	521531
72	Gujarat	Narmada	Sagbara	Kherpada	521826
73	Gujarat	Narmada	Sagbara	Kunvar Khadi	521776
74	Gujarat	Vadodara	Nasvadi	chhotiumar	520723
75	Gujarat	Vadodara	Nasvadi	kunda	520717
76	Gujarat	Vadodara	Nasvadi	kuppa	520726
77	Gujarat	Vadodara	Nasvadi	talav	520716
78	Gujarat	Vadodara	Nasvadi	vadia	520719
79	Himachal Pradesh	Chamba	Bharmaur	Bajol (221)	8124
80	Himachal Pradesh	Chamba	Bharmaur	Bhadar (37)	8188
81	Himachal Pradesh	Chamba	Bharmaur	Chuned (242)	8100
82	Himachal Pradesh	Chamba	Bharmaur	Dhar Jalsu (251)	8108
83	Himachal Pradesh	Chamba	Bharmaur	Jhikli Kugti (75)	8244
84	Himachal Pradesh	Chamba	Bharmaur	Khnar (227)	8118
85	Himachal Pradesh	Chamba	Bharmaur	Navei (217)	8091
86	Himachal Pradesh	Chamba	Bharmaur	Naya Graon (219)	8102
87	Himachal Pradesh	Chamba	Bharmaur	Sarothha (33)	8183
88	Himachal Pradesh	Chamba	Bharmaur	Sindi (223)	8123
89	Himachal Pradesh	Chamba	Bharmaur	Thanetar (243)	8094
90	Himachal Pradesh	Chamba	Bharmaur	Uparli Kugti (72)	8242
91	Himachal Pradesh	Chamba	Bharmaur	Urna (237)	8114
92	Himachal Pradesh	Chamba	Mehla	Almi (132)	7896
93	Himachal Pradesh	Chamba	Mehla	Girad (128)	7894

94	Himachal Pradesh	Chamba	Mehla	Kalaunce (135)	7900
95	Himachal Pradesh	Chamba	Pangi	Gawari (41)	6715
96	Himachal Pradesh	Chamba	Pangi	Ghisal (49)	6727
97	Himachal Pradesh	Chamba	Pangi	Tuwan (61)	6734
98	Himachal Pradesh	Chamba	Pangi	Udeen (57)	6735
99	Himachal Pradesh	Chamba	Saluni	Bharandui (469)	7072
100	Himachal Pradesh	Chamba	Saluni	Chasak (66)	6774
101	Himachal Pradesh	Chamba	Saluni	Chasak Bhatore (68)	6777
102	Himachal Pradesh	Chamba	Saluni	Dhar Supacholu (141)	7094
103	Himachal Pradesh	Chamba	Saluni	Juri (476)	7078
104	Himachal Pradesh	Chamba	Saluni	Khundi Maral (139)	7096
105	Himachal Pradesh	Chamba	Saluni	Kunda (483)	7088
106	Himachal Pradesh	Chamba	Saluni	Phanaota (494)	7060
107	Himachal Pradesh	Chamba	Saluni	Seri (37)	6710
108	Himachal Pradesh	Chamba	Tisa	Khajwa (431)	6943
109	Himachal Pradesh	Chamba	Tisa	Pre Garaon (3)	6698
110	Himachal Pradesh	Chamba	Tisa	Teppa (386)	6916
111	Himachal Pradesh	Kinnaur	Kalpa	Dhar Ranikanda (70)	27358
112	Himachal Pradesh	Kinnaur	Kalpa	Dhar Shonchayo (71)	27359
113	Himachal Pradesh	Kinnaur	Pooh	Chuling (8)	26764
114	Himachal Pradesh	Kinnaur	Pooh	Dhupak (15/2)	26799
115	Himachal Pradesh	Kinnaur	Pooh	Dung (19/3)	26761
116	Himachal Pradesh	Kinnaur	Pooh	Hangmat (7/2)	26762
117	Himachal Pradesh	Kinnaur	Pooh	Hango (7/1)	26760
118	Himachal Pradesh	Kinnaur	Pooh	Kuno Khas (60/1)	26981
119	Himachal Pradesh	Kinnaur	Pooh	Liti (29/3)	26736
120	Himachal Pradesh	Kinnaur	Pooh	Sumra (45)	26714
121	Himachal Pradesh	Kinnaur	Pooh	Surting Ting (59/4)	26979
122	Himachal Pradesh	Kinnaur	Pooh	Up Mohal Khabo (32/1)	26829
123	Himachal Pradesh	Kinnaur	Pooh	Up Mohal Namgia Kanda (35/2)	26830

124	Himachal Pradesh	Kinnaur	Pooh	Up Mohal Thoropa (43/2)	26773
125	Himachal Pradesh	Lahaul & Spiti	Spiti	Chobrang (152/1)	12603
126	Himachal Pradesh	Lahaul & Spiti	Spiti	Kauririk (183/1)	12655
127	Himachal Pradesh	Lahaul & Spiti	Spiti	Keuling (74)	12509
128	Himachal Pradesh	Lahaul & Spiti	Spiti	Kibri (163/3)	12621
129	Himachal Pradesh	Lahaul & Spiti	Spiti	Komik (69)	12501
130	Himachal Pradesh	Lahaul & Spiti	Spiti	Lalung Khas (163/1)	12619
131	Himachal Pradesh	Lahaul & Spiti	Spiti	Lidang (72)	12507
132	Himachal Pradesh	Lahaul & Spiti	Spiti	Mulche (155/3)	12609
133	Himachal Pradesh	Lahaul & Spiti	Spiti	Newpur (149/5)	12597
134	Himachal Pradesh	Lahaul & Spiti	Spiti	Samling (149/6)	12598
135	Himachal Pradesh	Lahaul & Spiti	Spiti	Sanglung (153)	12605
136	Himachal Pradesh	Lahaul & Spiti	Spiti	Shego (71/2)	12506
137	Himachal Pradesh	Lahaul & Spiti	Spiti	Shushna (149/2)	12594
138	Jammu & Kashmir	Bandipore	Bandipora	Chhandaji	2728
139	Jammu & Kashmir	Bandipore	Bandipora	Nagin Pora (Athwatu)	2730
140	Jammu & Kashmir	Bandipore	Bandipora	Rangin Pora (Veewan))	2731
141	Jammu & Kashmir	Bandipore	Gurez	Abdullan	2726
142	Jammu & Kashmir	Bandipore	Gurez	Baduab	2724
143	Jammu & Kashmir	Bandipore	Gurez	Badugam	2718
144	Jammu & Kashmir	Bandipore	Gurez	Barnia	2710
145	Jammu & Kashmir	Bandipore	Gurez	Buglindar	2720
146	Jammu & Kashmir	Bandipore	Gurez	Dangi Thal	2712
147	Jammu & Kashmir	Bandipore	Gurez	Gujran	2725
148	Jammu & Kashmir	Bandipore	Gurez	Gulshan Pora (Bagtor)	2700
149	Jammu & Kashmir	Bandipore	Gurez	Gund Gul Sheikh	2721
150	Jammu & Kashmir	Bandipore	Gurez	Husan Gam	2722
151	Jammu & Kashmir	Bandipore	Gurez	Jurniyal	2714
152	Jammu & Kashmir	Bandipore	Gurez	Kilshi Pain	2709
153	Jammu & Kashmir	Bandipore	Gurez	Korgbal	2702

154	Jammu & Kashmir	Bandipore	Gurez	Manz Gund	2715
155	Jammu & Kashmir	Bandipore	Gurez	Mastan Khopri	2703
156	Jammu & Kashmir	Bandipore	Gurez	Niru	2716
157	Jammu & Kashmir	Bandipore	Gurez	Saradab	2719
158	Jammu & Kashmir	Bandipore	Gurez	Wazirithal	2717
159	Jammu & Kashmir	Baramula	Boniyar	Banali	2593
160	Jammu & Kashmir	Baramula	Boniyar	Bardian	2599
161	Jammu & Kashmir	Baramula	Boniyar	Chotali	2602
162	Jammu & Kashmir	Baramula	Boniyar	Dara Kujan	2595
163	Jammu & Kashmir	Baramula	Boniyar	Dudaran	2596
164	Jammu & Kashmir	Baramula	Boniyar	Gagar Hal	2601
165	Jammu & Kashmir	Baramula	Boniyar	Jabdi	2600
166	Jammu & Kashmir	Baramula	Boniyar	Maidanan	2597
167	Jammu & Kashmir	Baramula	Uri	Addosa	2519
168	Jammu & Kashmir	Baramula	Uri	Churanda	2540
169	Jammu & Kashmir	Baramula	Uri	Gohallan	2535
170	Jammu & Kashmir	Baramula	Uri	Hathlanga	2545
171	Jammu & Kashmir	Baramula	Uri	Nawa Rundan	2531
172	Jammu & Kashmir	Baramula	Uri	Sahoora	2547
173	Jammu & Kashmir	Baramula	Uri	Salli Koot	2542
174	Jammu & Kashmir	Baramula	Uri	Zamboor Pattan	2506
175	Jammu & Kashmir	Doda	Gandoh	Amarsingh Pora	4340
176	Jammu & Kashmir	Doda	Gandoh	Batmas	4392
177	Jammu & Kashmir	Doda	Gandoh	Chochlu	4386
178	Jammu & Kashmir	Doda	Gandoh	Mandhan	4388
179	Jammu & Kashmir	Doda	Gandoh	Shingni	4370
180	Jammu & Kashmir	Kargil	Drass	Jusgund	1013
181	Jammu & Kashmir	Kargil	Drass	Mushku	1006
182	Jammu & Kashmir	Kargil	Kargil	Garkon	965
183	Jammu & Kashmir	Kargil	Lungnak	Chah	1085

184	Jammu & Kashmir	Kargil	Lungnak	Kargyak	1088
185	Jammu & Kashmir	Kargil	Lungnak	Pipcha	1082
186	Jammu & Kashmir	Kargil	Lungnak	Ruru Moony	1084
187	Jammu & Kashmir	Kargil	Lungnak	Shan Shaday	1083
188	Jammu & Kashmir	Kargil	Lungnak	Testa	1087
189	Jammu & Kashmir	Kargil	Sankoo	Barto	1044
190	Jammu & Kashmir	Kargil	Sankoo	Itchoo	1046
191	Jammu & Kashmir	Kargil	Sankoo	KarcheY Khar	1042
192	Jammu & Kashmir	Kargil	Sankoo	Sangra	1039
193	Jammu & Kashmir	Kargil	Sankoo	Shergandi	1045
194	Jammu & Kashmir	Kargil	Sankoo	Umba	1036
195	Jammu & Kashmir	Kargil	Shakar Chiktan	Sanjak	985
196	Jammu & Kashmir	Kargil	Shakar Chiktan	Yogmakharbu	984
197	Jammu & Kashmir	Kargil	Shargole	Karamba	1018
198	Jammu & Kashmir	Kargil	Shargole	Karit	982
199	Jammu & Kashmir	Kargil	Shargole	Kukste	981
200	Jammu & Kashmir	Kargil	Shargole	Phoo	1015
201	Jammu & Kashmir	Kargil	Shargole	Tacha	989
202	Jammu & Kashmir	Kargil	Taifsuru	Gyaling	1048
203	Jammu & Kashmir	Kargil	Taifsuru	Parkachik	1062
204	Jammu & Kashmir	Kargil	Taifsuru	Purtikchy	1049
205	Jammu & Kashmir	Kargil	Taifsuru	Rangdum	1063
206	Jammu & Kashmir	Kargil	Taifsuru	Tangol	1060
207	Jammu & Kashmir	Kargil	Zanskar	Abran	1065
208	Jammu & Kashmir	Kargil	Zanskar	Akshow	1064
209	Jammu & Kashmir	Kargil	Zanskar	Icher	1086
210	Jammu & Kashmir	Kargil	Zanskar	Tangday Kumi	1081
211	Jammu & Kashmir	Kargil	Zanskar	Techa Khasar	1072
212	Jammu & Kashmir	Kargil	Zanskar	Tonrian Thagan	1071
213	Jammu & Kashmir	Kathua	Bani	Kilore	1773

214	Jammu & Kashmir	Kathua	Bani	Raulka	1759
215	Jammu & Kashmir	Kathua	Duggan	Bholri	1764
216	Jammu & Kashmir	Kathua	Duggan	Dhaggar	1763
217	Jammu & Kashmir	Kathua	Lohai Malhar	Bhattodi	1666
218	Jammu & Kashmir	Kishtwar	Kishtwar	Saranwan	4671
219	Jammu & Kashmir	Kishtwar	Marwah	Hanzal	4749
220	Jammu & Kashmir	Kishtwar	Marwah	Tiller	4748
221	Jammu & Kashmir	Kishtwar	Nagseni	Piyas	4661
222	Jammu & Kashmir	Kishtwar	Padder	Batwas	4792
223	Jammu & Kashmir	Kishtwar	Padder	Cheto	4795
224	Jammu & Kashmir	Kishtwar	Padder	Ishtahari	4793
225	Jammu & Kashmir	Kishtwar	Padder	Pandail	4775
226	Jammu & Kashmir	Kishtwar	Padder	Tun	4789
227	Jammu & Kashmir	Kishtwar	Warwan	Aftee	4734
228	Jammu & Kashmir	Kishtwar	Warwan	Busmina	4733
229	Jammu & Kashmir	Kishtwar	Warwan	Rekenwas	4730
230	Jammu & Kashmir	Kishtwar	Warwan	Sukhnai	4729
231	Jammu & Kashmir	Kupwara	Kralpora	Mindiyan	5
232	Jammu & Kashmir	Kupwara	Kralpora	Patrin	6
233	Jammu & Kashmir	Kupwara	Teetwal	Chat Kari	360
234	Jammu & Kashmir	Kupwara	Teetwal	Hajitrah	364
235	Jammu & Kashmir	Kupwara	Teetwal	Teetwal	331
236	Jammu & Kashmir	Kupwara	Trehgam	Juma Gund	7
237	Jammu & Kashmir	Leh(Ladakh)	Chuchat	Nang	857
238	Jammu & Kashmir	Leh(Ladakh)	Khalsi	Fotoksar	960
239	Jammu & Kashmir	Leh(Ladakh)	Khalsi	Lingshet	959
240	Jammu & Kashmir	Leh(Ladakh)	Khalsi	Youl Chung	961
241	Jammu & Kashmir	Leh(Ladakh)	Kharu	Igoo	881
242	Jammu & Kashmir	Leh(Ladakh)	Kharu	Langokor	870
243	Jammu & Kashmir	Leh(Ladakh)	Kharu	Meroo	889

244	Jammu & Kashmir	Leh(Ladakh)	Kharu	Sharnose	882
245	Jammu & Kashmir	Leh(Ladakh)	Leh	Chiling Sumda	864
246	Jammu & Kashmir	Leh(Ladakh)	Leh	Skiumarkha	865
247	Jammu & Kashmir	Leh(Ladakh)	Nubra	Khemakhungiu	937
248	Jammu & Kashmir	Leh(Ladakh)	Nubra	Largiab	924
249	Jammu & Kashmir	Leh(Ladakh)	Nubra	Tangyar	938
250	Jammu & Kashmir	Leh(Ladakh)	Nubra	Thanga Chathang	911
251	Jammu & Kashmir	Leh(Ladakh)	Nubra	Warisfistan	916
252	Jammu & Kashmir	Leh(Ladakh)	Nyoma	Demjok	906
253	Jammu & Kashmir	Leh(Ladakh)	Nyoma	Kharnak	895
254	Jammu & Kashmir	Leh(Ladakh)	Nyoma	Kumgyam	885
255	Jammu & Kashmir	Leh(Ladakh)	Nyoma	Skitmang	897
256	Jammu & Kashmir	Leh(Ladakh)	Nyoma	Tukla	884
257	Jammu & Kashmir	Leh(Ladakh)	Panamic	Chamshan Charasa	930
258	Jammu & Kashmir	Leh(Ladakh)	Panamic	Khemi	917
259	Jammu & Kashmir	Leh(Ladakh)	Saspol	Saspochey	949
260	Jammu & Kashmir	Leh(Ladakh)	Saspol	Tarhipti	956
261	Jammu & Kashmir	Punch	Balakote	Datote	1231
262	Jammu & Kashmir	Punch	Buffliaze	Poshiana	1258
263	Jammu & Kashmir	Rajouri	Budhal	Gurasarkari	1435
264	Jammu & Kashmir	Rajouri	Manjakote	Methi Dhara	1389
265	Jammu & Kashmir	Rajouri	Nowshehra	Jajot Kandu	1554
266	Jammu & Kashmir	Rajouri	Nowshehra	Kalal	1600
267	Jammu & Kashmir	Rajouri	Nowshehra	Khambah	1567
268	Jammu & Kashmir	Rajouri	Nowshehra	Sariah	1566
269	Jammu & Kashmir	Reasi	Arnas	Dhaki Kote	5221
270	Jammu & Kashmir	Reasi	Arnas	Narkote	5223
271	Jammu & Kashmir	Reasi	Mahore	Bhransal (Bharasal)	5182
272	Jammu & Kashmir	Reasi	Mahore	Khorh	5183
273	Jammu & Kashmir	Reasi	Mahore	Nandkot	5160

274	Jammu & Kashmir	Reasi	Mahore	Sarsot	5161
275	Jammu & Kashmir	Reasi	Mahore	Shibras	5178
276	Jammu & Kashmir	Reasi	Reasi	Sahri	5290
277	Jammu & Kashmir	Reasi	Reasi	Syal Sagarh	5296
278	Jammu & Kashmir	Udhampur	Dudu	Kadwa	5048
279	Jammu & Kashmir	Udhampur	Dudu	Khanad	5049
280	Jammu & Kashmir	Udhampur	Dudu	Ladhra	5046
281	Jammu & Kashmir	Udhampur	Dudu	Rai Chak	5047
282	Karnataka	Gadag	MUNDARGI	Ekklapur	602155
283	Karnataka	Mysore	Somvarpet	Kumaralli	617918
284	Karnataka	Mysore	Somvarpet	SURALABHI	617950
285	MP	Betul	Multai	khambar	486348
286	Rajasthan	Barmer	Chohtan	Kelnor	88786
287	Rajasthan	Barmer	Sheo	Moti ki Beri	86615
288	Rajasthan	Barmer	Sheo	Panchla	86604
289	Rajasthan	Barmer	Sheo	Sagordiya	86617
290	Rajasthan	Bikaner	Khajuwala	33 Kjd	69725
291	Rajasthan	Bikaner	Khajuwala	39 Kjd	69724
292	Rajasthan	Bikaner	Kolayat	Bhoorasar	69349
293	Rajasthan	Bikaner	Kolayat	Kabrawala	69346
294	Rajasthan	Bikaner	Kolayat	Maganwala	69350
295	Rajasthan	Bikaner	Kolayat	Miranwala	69351
296	Rajasthan	Bikaner	Kolayat	Miyawala	69356
297	Rajasthan	Bikaner	Kolayat	Musewala	69348
298	Rajasthan	Jaisalmer	Jaisalmer	Devawala Gaon	86205
299	Rajasthan	Jaisalmer	Jaisalmer	Jaloowala	86193
300	Rajasthan	Jaisalmer	Jaisalmer	Karnewala	86194
301	Rajasthan	Jaisalmer	Jaisalmer	Khara	86202
302	Rajasthan	Jaisalmer	Jaisalmer	Malasar	86188
303	Rajasthan	Jaisalmer	Jaisalmer	Meerpura	86204
304	Rajasthan	Jaisalmer	Jaisalmer	Naya Khara	86201
305	Rajasthan	Jaisalmer	Jaisalmer	Tarpura	86200
306	Rajasthan	Jaisalmer	Sam	Bhuwana	85996
307	Rajasthan	Jaisalmer	Sam	Buili	85913
308	Rajasthan	Jaisalmer	Sam	Jhalariya	86040
309	Rajasthan	Jaisalmer	Sam	Karta	86015
310	Rajasthan	Jaisalmer	Sam	Kerla	86150
311	Rajasthan	Jaisalmer	Sam	Khabdela	86053
312	Rajasthan	Jaisalmer	Sam	Liloi	85851
313	Rajasthan	Jaisalmer	Sam	Mandhalwali	86036
314	Rajasthan	Jaisalmer	Sam	Mukne Ka Tala	85837
315	Rajasthan	Jaisalmer	Sam	Shastrinagar	85914
316	Rajasthan	Sikar	Neem-Ka-Thana	Ladika Bas Nimkathana	82338
317	Uttar Pradesh	Lakhimpur Kheri	Paliya	Bajahi	135176
318	Uttar Pradesh	Lakhimpur Kheri	Paliya	Bankati	135163
319	Uttar Pradesh	Lakhimpur Kheri	Paliya	Dhakiya	135170
320	Uttar Pradesh	Lakhimpur Kheri	Paliya	Kajariya	135162
321	Uttar Pradesh	Lakhimpur Kheri	Paliya	Piprola	135175

322	Uttar Pradesh	Lakhimpur Kheri	Paliya	Poya	135194
323	Uttar Pradesh	Pilibhit	Puranpur	Ram Nagar	132541
324	Uttar Pradesh	Pilibhit	Puranpur	Singhara Urf Tatarganj	132356
325	Uttar Pradesh	Shrawasti	Sirsiya	Bankati	172801
326	Uttarakhand	Chamoli	Joshimath	Bampa	40887
327	Uttarakhand	Chamoli	Joshimath	Farkiagaon	40895
328	Uttarakhand	Chamoli	Joshimath	Garpak	40901
329	Uttarakhand	Chamoli	Joshimath	Gurguti	40890
330	Uttarakhand	Chamoli	Joshimath	Jalam	40897
331	Uttarakhand	Chamoli	Joshimath	Jumma	40898
332	Uttarakhand	Chamoli	Joshimath	Kaga Lagga Dronagiri	40900
333	Uttarakhand	Chamoli	Joshimath	Kailashpur	40893
334	Uttarakhand	Chamoli	Joshimath	khiron	40809
335	Uttarakhand	Chamoli	Joshimath	Sukhi	40857
336	Uttarakhand	Chamoli	Joshimath	Tolma	40856
337	Uttarakhand	Champawat	Champawat	Bastiya	53860
338	Uttarakhand	Champawat	Champawat	Birgola	53947
339	Uttarakhand	Champawat	Champawat	Chuka	54408
340	Uttarakhand	Champawat	Champawat	Mosta	53945
341	Uttarakhand	Champawat	Champawat	Ninori	53934
342	Uttarakhand	Champawat	Champawat	Tarkuli	53936
343	Uttarakhand	Champawat	Lohaghat	Matiyani	54380
344	Uttarakhand	Pithoragarh	Dharchula	DAR	49115
345	Uttarakhand	Pithoragarh	Dharchula	Jipti	49095
346	Uttarakhand	Pithoragarh	Dharchula	Sirkha	49097
347	Uttarakhand	Pithoragarh	Dharchula	SOVALA	49114
348	Uttarakhand	Pithoragarh	Munakot	Katiyani	50401
349	Uttarakhand	Pithoragarh	Munakot	Tarigaon	50485
350	Uttarakhand	Pithoragarh	Munsiari	BONA	48865
351	Uttarakhand	Pithoragarh	Munsiari	Bilju	48843
352	Uttarakhand	Pithoragarh	Munsiari	Milam	48842
353	Uttarakhand	Uttarkashi	Mori	Monda	40190
354	West Bengal	Murshidabad	Bhagabangola-II	Jazira Char Dumuria	314563

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