

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

**Expression of Interest (EoI)**  
**for**  
**Empanelment of Third-Party Agency(ies) for**  
**Mobile Services Projects under USOF**

**(EoI Method: Online)**

**EoI Ref. No. DDG(SP)/USOF-2022/EOI for TPA**

**(Total Pages: 38)**

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

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## **Key Dates**

1	Issue of Expression of Interest (EoI) on USOF website and CPP Portal	20.12.2022
2	Start of availability of EoI on CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )	20.12.2022 17:00 Hrs
3	Pre-bid Meeting	26.12.2022 11:30 Hrs
4	Last date/time for submission of pre-bid queries	02.01.2023 17:00 Hrs
5	Last date/ time for download of EoI document from e-tender portal	16.01.2023 15:00 Hrs
6	Bid / EoI closing date - Last date and time for receipt of online bid (Technical) and offline documents.	16.01.2023 15:00 Hrs
7	Time and Date for Public opening of Technical Bid.	17.01.2023 15:00 Hrs
8	Declaration of Successful Technical Bidders	To be notified later
9	Issue of Letter of Intent for Empanelment	
10	Acceptance of Letter of Intent for Empanelment	
11	Signing of Agreement	

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

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

## **Disclaimer**

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

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

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

USOF, its employees make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or information contained therein or deemed to form part of this EoI or arising in any way in this Empanelment Process.

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

The Applicants shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by

USOF or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and USOF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Empanelment Process.

## **Acknowledgment**

This document shall be returned with each page duly signed by the authorized person accepting the terms and conditions. It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the qualification process for Third Party Agency(ies) for Mobile Services Projects under USOF and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

## **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:

- 1.1 ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.
- 1.2 THIRD PARTY AGENCY** refers to the agency authorized by the Administrator to carry out verification and testing of the records, systems, claims and installations in order to ensure compliance with terms & conditions of the Agreement.
- 1.3 DESIGNATED MONITORING AGENCY (DMA)** means DoT units in various states designated for monitoring the USOF works like CCAs, LSAs etc., will be the DMAs. TPA shall submit its report to USOF and respective CCAs/LSAs as per directions of Administrator, USOF.
- 1.4 EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 1.5 INFRASTRUCTURE PROVIDERS-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 1.6 SITES** means the locations for installation of tower & eNode-B for provision of 4G based mobile services, as per the terms & conditions of the Agreement signed with USPs.
- 1.7 LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the CMTS / UASL/UL Service License except the areas that may be notified to be excluded from time to time.
- 1.8 LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Basic and/ or CMTS and or Unified Access Service and or Unified License), within the geographical boundaries of the specified Licensed Service Area.
- 1.9 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.
- 1.10 QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof.
- 1.11 RURAL CONNECTIONS** mean the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the eNode-B site installed with the subsidy support from USO Fund.
- 1.12 TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 1.13 UNIVERSAL SERVICE PROVIDER (USP)** means such entities like CMTS/ UASL/UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 1.14 USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.

**1.15 USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.

**1.16 EMPANELLED AGENCY** means the Bidder who becomes successful through the EoI process.

**1.17 PURCHASER** means the Administrator, USOF, DoT, New Delhi

**1.18 BIDDER** means the individual or firm who participate in this EoI and submits its EoI.

## 1. Notice Inviting Expression of Interest

1.1. Expression of Interest (EoI) in the prescribed format are invited on behalf of the President of India from suitable bidder(s) for the “Empanelment of Third Party Agency(ies) for Mobile Services Projects under USOF”. The EoI details are as provided below:

Sr.	Particulars	Details
1.	Name of the Authority	Universal Service Obligation Fund Department of Telecommunications Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110001 Contact: 011- 23036409
2.	EoI Reference No.	DDG(SP)/USOF-2022/EOI for TPA
3.	EoI Title	“Empanelment of Third Party Agency(ies) for Mobile Services Projects under USOF”
4.	Date and URL of Publishing of EoI	EoI can be downloaded from <a href="http://www.usof.gov.in">www.usof.gov.in</a> and <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> from 20.12.2022
5.	Due Date and Time of Submitting EoIs	16.01.2023 (15:00 Hrs)
6.	Date and Time of Opening Technical Bid	17.01.2023 (15:00 Hrs)
7.	Validity of EoI	The EoI shall remain valid for a period of minimum 180 (One Hundred Eighty) days from the last date of submission
8.	Empanelment Period	Minimum period of empanelment will be 12 Months and it may be extended afterward on requirement basis (upto maximum five (5) years, inclusive of the initial period of empanelment), based on the satisfactory performance by the successful bidder(s) on mutual consent.
9.	EoI Opening, Evaluation and Empanelment	The Empanelment will be done on the basis of qualifications as elaborated in the EoI document in single stage bidding process as Technical bid only. The financial bids are not being sought as part of this EoI and the financial quotes will be obtained from the empaneled agencies by USOF from time to time by specifying scope of work for various Mobile Services Projects of USOF.
10.	Method of Selection	Bidders fulfilling Eligibility criteria mentioned in Para 7 of this EoI (Evaluation of Eligibility criteria)

Note: EoI Document will be available in public domain at USOF website ([www.usof.gov.in](http://www.usof.gov.in)) / Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and can be downloaded free of cost. The bidders have to submit Rs. 2000/- (Rupees Two Thousand only), non-refundable Demand Draft in the form of 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 New Delhi towards EoI document fee, along with the EoI. The bidders shall submit the hard copy of Demand Draft in a sealed envelope to Director (BB-

1), USO Fund, DoT, Room No. 719, Sanchar Bhawan, New Delhi - 110 001 on or before the date & time of submission of bids specified.

## **1.2. Place of Opening of Bids**

- 1.2.1.** The EoI shall be opened through “Public Online Tender Opening Event (POTOE)”.
- 1.2.2.** Maximum two authorized representatives of each bidder can attend the TOE in the Sanchar Bhawan, New Delhi, where USOF/DoT’s EoI Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 1.3.** EoI bids, including off-line documents, received after due time and date will not be accepted.
- 1.4.** Incomplete, ambiguous, conditional Bids are liable to be rejected.
- 1.5.** Administrator, USOF reserves the right to accept or reject any or all EoI bids without assigning any reason. Administrator is not bound to accept the lowest EoI.
- 1.6.** The Bidder shall ensure that no addition / deletion corrections have been made in the downloaded EoI document being submitted and it is identical to the EoI document appearing on the e-Tendering Portal. A self-certificate in this regard is to be submitted along with Technical bid.
- 1.7.** In case of any correction/ addition/ alteration/ omission in the EoI submitted as a part of the submission of Bid, the Bid shall be treated as nonresponsive and shall be rejected summarily.
- 1.8.** Integrity Pact program is to be implemented for this EoI for which signing of integrity pact is mandatory for the buyer and bidder. Format of integrity pact is provided in the EoI at Annexure-VII. IEMs appointed by DoT shall oversee the implementation of Integrity Pact Program. Name and address of IEM is as below:

1. Shri Ravikant, IAS (Retd.),  
Apartment no. 502, Tower-I, M3M  
Merlin, Sector-67, Gurugram-  
122001  
(Mob. No. 9953555566 & Email Id:  
84ravikant@gmail.com).
2. Shri Rajiv, IPS (Retd.),  
A-6, Ground Floor, West End  
Colony, Anand Niketan, New Delhi  
(Mob. No. 9818916161 & Email Id:  
shreerajiv1975@gmail.com).

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

Director (BB-1), USO Fund, DoT  
Room No. 719, Sanchar Bhawan,  
New Delhi - 110 001  
Phone: 011-2303 6409  
E-mail ID: dirusof2-dot@gov.in

## **2. About Expression of Interest (EoI)**

Universal Service Obligation Fund (USOF), is an attached office of Department of Telecommunications, Ministry of Communications, headed by Administrator. As part of the implementation activities, USOF invites EoI for the “Empanelment of Agency (ies) for Mobile Services projects under USOF”. These Agencies will have to verify sites physically and coverage verification as per requirement of USOF which will be intimated from time to time. USOF reserves the right to decide on the number of agencies to be empanelled for TPA.

## **3. Project Background**

### **3.1 About USOF**

The Indian Telegraph (Amendment) Act, 2003 gave statutory status to the Universal Service Obligation Fund passed by Parliament in December 2003. The Rules for administration of the Fund known as Indian Telegraph (Amendment) Rules, 2004 were notified on 26.03.2004. As per the Indian Telegraph Act 1885 (as amended in 2003, 2006), the Fund is to be utilized exclusively for meeting the Universal Service Obligation such as to provide widespread and non-discriminatory access to quality ICT services at affordable prices to people in rural and remote areas and to ensure that by developing hitherto unconnected areas, the benefits of inclusive growth are reaped by our nation, bringing in its wake rapid socio-economic development and improved standards of living.

Therefore, USOF has undertaken many projects like provision of mobile services in identified uncovered villages in North Eastern States, LWE areas under LWE phase-I, provision of mobile services in 354 uncovered villages, provision of 4G mobile services in 502 Aspirational Districts, provision of 4G mobile services in LWE areas under LWE phase-II, provision of 4G mobile services in Meghalaya, provision of 4G mobile services in Arunachal Pradesh & two Districts of Assam, provision of 4G mobile services in Andaman and Nicobar islands, provision of 4G mobile services in 7287 uncovered villages in Aspirational Districts etc.

Similarly, Universal Service Obligation Fund supported scheme to provide Saturation of 4G mobile coverage of uncovered villages is being implemented by BSNL. This scheme is for saturating 4G mobile coverage by covering 24,680 uncovered villages in the country with additional provision of 20% villages (4,936). Accordingly, total villages planned for coverage under this scheme are 29,616 (24680+4936). Additional 6,279 villages with only 2G/3G coverage have also been added for 4G saturation in this scheme.

Therefore, the EoI is called for empanelment of TPAs who may be awarded work based on the the USOF requirements. The financial proposals will be called from the empaneled TPAs from time to time giving description/scope of work.

#### **4. Broad Scope of Work of TPA (but not limited to) is as follows:**

TPA will have to conduct 100% physical verification and coverage verification of mobile tower sites under various USOF mobile services projects. The exact scope of work of TPA shall be described while calling for the financial proposal from time to time. The broad indicative scope of work (but not limited to) is as follows.

- i. Physical verification for all sites in each bidding unit under the schemes as per the prescribed format provided by USOF.
- ii. Verification of coverage evaluation in village/NH/cluster of villages to be covered by USOF's site through Drive Test as per Test Procedure & Test Schedule (TSTP)
- iii. Verification of coverage evaluation of all other TSPs in village/NH/cluster of villages to be covered by USOF's site for identification of duplicate/ redundant infrastructure sites/ towers as per TSTP.
- iv. TPA shall also be responsible for presentation of the reports/ information to LSAs/USOF, as per the prescribed format.
- v. TPA shall coordinate with LSAs/USOF and Universal Service Providers / Telecom service Providers for the assignment.
- vi. TPA shall carry out the performance tests and evaluation of Quality of Services as per directions of Administrator, USOF from time to time.

##### **4.1 Report Submission**

TPA shall submit its report to USOF and respective CCAs/LSAs as per directions of Administrator, USOF.

##### **4.2 Resource Deployment**

- TPA shall deploy their resources in consultation with USOF/designated DMAs in the DoT field units
- TPA will designate one senior official to co-ordinate with USOF. In case TPA does not have their office in locations of States, one senior level personnel should be stationed in those locations for day to day co-ordination activities between USOF and TPA
- The TPA shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract
- Adequate training, required to carry out the activities mentioned in the scope of work above shall be provided by TPA to all deployed resources
- Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by TPA
- USOF shall be at liberty to object to and require the TPA to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by USOF to be undesirable. Such person shall not be employed again

at works site without the written permission of USOF and the persons so removed shall be replaced with in a week's time by competent substitutes

#### **4.3 Project Monitoring**

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

#### **5. Evaluation of EoI**

- The Purchaser shall examine the received EoIs to determine their responsiveness, i.e. whether they are complete, whether the EoI format confirms to the EoI requirements, whether the documents have been properly signed, and whether the EoI is generally in order.
- EoI determined as not substantially responsive shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the EoI. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully audit and monitor the work as mentioned in the scope of work. The EoI must be complete in all respect and covering the entire scope of work as stipulated in the EoI.

#### **6. Clarifications**

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

#### **7. Evaluation of Eligibility Criteria**

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

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

### Eligibility Criteria

Sr.	Eligibility Criteria	Documents Required
1.	<p>A. The Sole Bidder and all the consortium members should be registered under Companies Act, 1956/2013 or as amended or an LLP firm/Partnership firm under Partnership Act 1932.</p> <p>B. The Sole Bidder and/or consortium should have completed at least 5 years of operation in India as on EoI submission date.</p> <p>C. Consortium is allowed.</p>	<p>The Bidder and all the consortium members:</p> <ul style="list-style-type: none"> <li>● Copy of Certification of Incorporation/Registration Certificate</li> <li>● PAN card</li> <li>● GST Registration</li> </ul>
2.	<p>The Sole Bidder/ Lead Bidder (in case of consortium) should have an average annual turnover of INR 10 Crores during the last three financial years, ending 31<sup>st</sup> March of previous financial year</p>	<p>The Bidder/ Lead Bidder (in case of consortium)</p> <ul style="list-style-type: none"> <li>● Audited financial statements for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> <li>● Certificate from the Statutory Auditor / Chartered Accountant on turnover details for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> <li>● Certificate from the Statutory Auditor / Chartered Accountant on positive net-worth for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> </ul>
3.	<p>The Sole Bidder/Lead Bidder (in case of consortium) should possess any two (2) of the below certifications which are valid at the time of bidding:</p> <ol style="list-style-type: none"> <li>i. ISO 9001:2008/ ISO 9001:2015 for Quality Management System</li> <li>ii. ISO 20000:2011 for IT Service Management</li> <li>iii. ISO 27001:2013 for Information Security Management System</li> </ol>	<p>The Sole Bidder/ Lead Bidder (in case of consortium):</p> <ol style="list-style-type: none"> <li>i. Copies of valid certificates</li> </ol>

Sr.	Eligibility Criteria	Documents Required
4.	<p>The Sole Bidder/ Lead Bidder (in case of consortium) should possess full time employees on payroll of the bidder, working in the IT/Telecom: Design/ Implementation / Infrastructure creation / Audit of Enterprise Network services as on EoI submission date.</p>	<p>The Bidder/ Lead Bidder (in case of consortium):</p> <p>Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory of this EoI.</p>
5	<p>The Sole Bidder/ Lead Bidder (in case of consortium) must have successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>Three similar completed works costing not less than INR 13.2 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two similar completed works costing not less than INR 16.5 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>One similar completed work costing not less than INR 26.4 Cr.</p> <p>‘Similar work’ implies Drive Test and Site verification (Physical Inspection) done in Telecom Network of any TSP.</p> <p>One Similar Work means a Single Work/Purchase Order of value as given above.</p>	<p>The bidder should submit supporting documents i.e. work order and completion certificate from client.</p>
6.	<p>The Sole Bidder and all the consortium members should not have been black-listed for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government as on EoI</p>	<p>The Sole Bidder and all the consortium members shall furnish an undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by</p>

<b>Sr.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	submission date (during last three (3) years).	notary public as per format in <b>Annexure -VI</b>
7.	Specific Power of Attorney in favour of Authorized Signatory signing the EoI and Board Resolution in favour of person granting the Power of Attorney for the Sole Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the Contract Agreement	Specific Power of Attorney for the Sole Bidder to sign the Contract Agreement on Non-Judicial stamp paper of Rs 100/-
8.	As per GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 for Make in India only Class-I local supplier & Class-II local supplier are eligible to bid for this tender.	Mandatory Undertaking for Purchase Preference to MAKE In INDIA to be submitted as per format in <b>Annexure -IX</b>

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

## **8. Terms and Conditions of the EoI**

### **8.1 General**

- The Bidders are requested to examine the instructions and terms and conditions given in the EoI. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of EoI.
- It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. USOF shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the EoI.
- It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the EoI and no claim whatsoever, including those of financial adjustments to the contract awarded under this EoI, will be entertained by USOF. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its bid to cover all obligations under this EoI.
- The financial quotes for Mobile services projects under USOF will be called from the empanelled Third Party Agencies from this EoI only. The exact scope

of work shall be informed at the time of calling financial quotes along with estimated cost, EMD, PBG, payment terms, penalties etc. The successful bidders of financial bid stages will be required to sign an Integrity pact as per format supplied by USOF before award of work.

- It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced.

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

## 8.2 Clarifications in the EoI

A prospective Bidder requiring any clarification in the EoI may notify USOF by e-mail to dirusof2-dot@gov.in on or before 17:00 Hrs on 02.01.2023. The Bidder shall submit any queries related to the EoI document in the following format. The queries should necessarily be in the below given format:

Sr.	Page reference in the EoI Document	Clause No. in the EoI	Clarification Sought

**Note:** The responses to the clarifications will be notified on the DoT/USOF website by means of corrigendum to the EoI Document.

## 8.3 Amendments to the EoI

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

## 8.4 Language of the EoI

The EoI prepared by the Bidder as well as all correspondence and documents relating to the EoI shall be in English only. The supporting documents and printed literature

furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the EoI, the translation shall govern. EoI received without such translation copy are liable to be rejected.

## **8.5 Contacting EoI Inviting Authority**

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

## **8.6 Submission of Eligibility EoI**

- The EoI document should be properly page numbered and appropriately flagged / tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the EoI.
- The EoI prepared by the Bidder and all correspondence and documents relating to the EoI exchanged by the Bidder and USOF, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the EoI, the English translation shall govern.
- The EoI should be signed on all the pages by the Bidder or his authorized representative and should be affixed with the Bidder's Seal.
- It shall be deemed that the Bidders have done careful study and examination of the EoI document and has fully understood the implications.
- The response to the EoI should be full and complete in all respects. Failure to furnish the requisite information or submission of a EoI not substantially responsive to the EoI document in every respect will be at the Bidder's risk and may result in rejection of the EoI.
- All materials submitted by the Bidder become the property of USOF and may be returned at its sole discretion.
- A firm may submit ONLY ONE EoI. Furthermore, a firm which is a Bidder cannot be a Subcontractor in other EoI..
- If a Bidder intends to subcontract major items of supply or services, it shall include in the EoI details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements applicable to a Bidder. For the purposes of these bidding documents, a subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Contract.

## **8.7      Validations of Interlineations in the EoI**

The EoI shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the EoI.

## **8.8      Cost of EoI**

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

## **8.9      Documents Comprising the EoI**

The EoI prepared by the Bidder shall comprise the following components. The EoI not conforming to the requirements shall be summarily rejected.

- a. The Bidder must submit a detailed checklist for the Eligibility EoI mentioned in Annexure-I. Bidders are requested to add a column for page no. in the pre-qualification check list table and provide the corresponding page no. of the respective criteria.
- b. In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the EoI), original copies or attested copies, as the case may be, in the absence of which the EoI will be rejected.
- c. Annexure-I: Eligibility EoI Checklist
- d. Annexure-II: EoI Cover Letter
- e. Annexure-III: Profile of Sole Bidder
- f. Annexure-IV: Declaration of Acceptance of EoI Terms & Conditions
- g. Annexure-V: Project Experience
- h. Annexure-VI: Affidavit certifying that Bidder is not blacklisted
- i. Annexure-VII: Near-relationship certificate
- j. Annexure-VIII: Integrity Pact
- k. Annexure-IX: Make in India Undertaking
- l. Demand Draft for Rs. 2000/- towards cost of EoI document
- m. All documents as mentioned in Clause 7 (Evaluation of Eligibility Criteria).

## **8.10     Force Majeure**

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

- a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b. Acts of any Govt. authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.

- c. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

### **8.11 Other Conditions**

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

### **8.12 Arbitration and Jurisdiction**

- In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Administrator USOF in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Delhi, India and in the English language only.
- Subject to the above, the Courts at Delhi alone only shall have jurisdiction in the matter.

### **8.13 Conflict of Interest**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this EoI. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest as per Annexure-II.

### **8.14 Indemnify the Administrator**

The bidder shall indemnify and at all times keep the Administrator indemnified and harmless against any direct loss to it or any claims by any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the bidder or any of his officer or his employee, agent or professional etc. while performing or purporting to perform the work.

### **8.15 EoI Closing Date and Time**

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

## **8.16 Modification and Withdrawal of EoI**

- The Bidder may modify or withdraw its EoI after the EoI's submission, provided that the Purchaser receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of EoI.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of EoI.
- No EoI may be altered / modified subsequent to the closing time and date for receipt of EoI. Unsolicited correspondences from Bidders will not be considered. No EoI may be withdrawn in the interval between the last date for receipt of EoI and the expiry of the EoI validity period specified by the Bidder in the EoI.

## **8.17 EoI Validity**

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

## **8.18 Initial Scrutiny**

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

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

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

## **8.19 Suppression of Facts and Misleading Information**

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

## **8.20 Letter of Empanelment**

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

## **8.21 Termination of Contract**

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

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

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

### **Termination for Insolvency**

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

### **Termination for Convenience**

USOF may by written notice, with a notice period of seven days (7) sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its

convenience. The notice of termination shall specify that termination is for convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

### **Assigning of EoI whole or in part**

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

## **8.22 Rejection Criteria**

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

### **General Rejection Criteria**

- a. EoI received through Telegraphic / Fax/E-Mail/ Hard copies except, wherever required.
- b. EoI which do not conform to unconditional validity of the EoI as prescribed in the EoI
- c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the EoI Process
- d. Any effort on the part of a Bidder to influence the Purchaser's EoI evaluation, EoI comparison or contract award decisions
- e. EoI received by the Purchaser after the last date for receipt of EoI prescribed by the Purchaser
- f. EoI without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

## **8.23 Near-relationship certificate**

The Bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the EoI. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Alternatively, a certificate towards the fulfillment of the above requirement submitted by the Company Secretary/Chairman or Managing Director of the Company/Authorized Signatory who is authorized for submission of EoIs, on behalf of all the Directors is also acceptable. Due to any breach of these conditions by the company or firm or any other person the EoI will be cancelled and EoI Security will be

forfeited at any stage whenever it is noticed and the Administrator will not pay any damage to the company or firm or the concerned person.

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

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is as per Annexure-VII.

**EoI Eligibility Checklist**

**Annexure-I**

<b>Sr.</b>	<b>Contents of Pre-Qualification EoI Checklist</b>	<b>Format</b>	<b>Yes / No</b>	<b>Reference Page No.</b>
1.	Eligibility Checklist	Annexure-I		
2.	EoI Cover Letter	Annexure-II		
3.	Profile of Bidder	Annexure-III		
4.	Declaration of Acceptance of Terms and Conditions in EoI	Annexure-IV		
5.	Project Experience	Annexure-V		
6.	Undertakings for non-black listing from the Lead Bidder	Annexure-VI		
7.	Near Relation Certificate	Annexure-VII		
8.	Integrity Pact	Annexure-VIII		
9.	Make in India Undertaking	Annexure-XI		

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**EoI Cover Letter (To be submitted on Letter Head)**

To

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

Subject: EoI for Empanelment of Third Party Agency (ies) for Mobile Services Projects under USOF

Dear Sir,

With reference to your EoI dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our EoI for Empanelment of Third Party Agency (ies) for Mobile Services Projects under USOF.

The Proposal is unconditional and unqualified.

1. All information provided in the EoI and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our EoI without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any EoI that you may receive nor to select the agency, without incurring any liability to the Bidders

6. I/We to the best of our knowledge certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

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

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

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

10. I/We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

**Annexure-III**

**Profile of the Sole Bidder**

<b>Sr.</b>	<b>Particulars</b>	<b>Information/documentary proof submitted for the compliance as applicable along with the page No. reference</b>
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	<b>Registered Office Address</b> Office Telephone Number Fax Number	
5.	<b>Contact Person</b> Name Personal Telephone Number Email Address	
6.	<b>Local presence at Delhi</b> Telegraphic Address Office Telephone Number Fax Number	
7.	<b>Contact Person</b> Name Personal Telephone Number Email Address	
8.	<b>Registration Details</b> Permanent Account Number GSTN Registration Number	
9.	Banker's Name, Address and Account Number	
10.	Certificate of Incorporation	

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure-IV**

**Declaration of Acceptance of EoI Terms & Conditions**

To,

Universal Service Obligation Fund  
Department of Telecommunications  
Sanchar Bhawan, 20  
0Ashoka Road New Delhi 110001  
Contact:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EoI document [EoI Ref. No. XXXXXXXX] regarding "EoI for Empanelment of Third Party Agency (ies) for Mobile Services Projects under USOF "

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure-V****Project Experience**

Sr.	Item	Details
<b>General Information</b>		
1.	Customer Name/Government Department	
2.	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3.	Contract Value of the Project in INR (Crore)	
<b>Project Details</b>		
4.	Name of the Project	
5.	Start Date and End Date	
6.	Current Status (work in progress, completed)	
7.	Contract Tenure	
8.	Type of Project	

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure-VI**

**Format for undertaking of non-blacklisting**

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Annexure-VII**

**Format for Near-relationship certificate**

To,

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

Dear Sir,

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Annexure-VIII**

**INTEGRITY PACT**

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

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

**Preamble**

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

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the

Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines of Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure.
- e. The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

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

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

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

## **Section 5 – Previous transgression**

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

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

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

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

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

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

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

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

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

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

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

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)

## Annexure-IX

### Format for Make in India Undertaking

**Bidder shall furnish following self-certificate on its letter head.**

"We M/s \_\_\_\_\_ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the EoI of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. \_\_\_\_\_ dated \_\_\_\_\_ against USOF EoI No. ----- dated ..... Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

Sr	Description of Items / Products / services	Make	Model	location(s) at which the local value addition is made

If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this EoI i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against USOF EoI No. ----- dated ..... by M/s. \_\_\_\_\_ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

For Details Govt. of India Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.

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