

EXPRESSION OF INTEREST

FOR

**SELECTION of BACKEND TECHNOLOGY PARTNER FOR PARTICIPATION IN
TENDER FOR**

Tender no. NIT_TANFINET_020_LMC_O&M dated 15.11.2023 floated by Tamil Nadu FibreNet Corporation (TANFINET) for Selection of Third Party Agency (TPA) to provide audit services during implementation of Last Mile Connectivity Project and during O&M of BharatNet Project in Tamil Nadu

EOI Ref No. BECIL/PROJ/SS&IT/EOI-4/TPA/2023-24

Dated: 08 December 2023

Issued By

Binay Kumar Tiwari, DGM

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823 Fax: 01123379885</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850 Fax: 0120 4177879</p> <p>Web: www.becil.com E-mail: binay.tiwari@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder 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, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

TABLE OF CONTENTS

1. SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION.....	4
2. SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL).....	6
3. SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITION.....	7
4. SECTION-IV: SCOPE OF WORK.....	13
5. SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION.....	14
6. SECTION-VI: ENCLOSURES AND ANNEXURES.....	19
7. ANNEXURE A: PRE CONTRACT INTEGRITY PACT.....	19
8. ANNEXURE B: BANK MANDATE FORM.....	23
9. ANNEXURE C: PARTICULARS OF THE BIDDER.....	24
10. ANNEXURE D: ANNUAL TURNOVER AND NET WORTH.....	25
11. ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING.....	26
12. ANNEXURE F: BID COVERING LETTER.....	27
13. ANNEXURE G: CREDENTIALS SUMMARY.....	28
14. ANNEXURE H: SELF-DECLARATION FOR NON BLACKLISTING.....	29
15. ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST.....	30
16. ANNEXURE J: PRE-BID AGREEMENT.....	31
17. ANNEXURE K: POWER OF ATTORNEY.....	41
18. ANNEXURE L: PRICE BID FORMAT.....	42

SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technologies including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology(IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which carry out business, both in India and abroad, in the fields of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.), and electronic media contents including films etc. The activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC etc.

2. INTRODUCTION OF PROJECT/TENDER

Tamil Nadu FibreNet Corporation (TANFINET) has floated a tender Number: NIT_TANFINET_020_LMC_O&M dated 15.11.2023 having Last date of submission as 14 December 2023 for Selection of Third Party Agency (TPA) (*hereinafter mentioned as 'bidder'*) to provide audit services during implementation of Last Mile Connectivity Project and during O&M of BharatNet Project in Tamil Nadu

3. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:-

(a) BECIL is interested to submit a competitive bid in response to the Client Tender Number: NIT_TANFINET_020_LMC_O&M dated 15.11.2023 having Last date of submission as 14 December 2023_floated by Tamil Nadu FibreNet Corporation (TANFINET).

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, for preparation of the bid and participation in the above mentioned tender. The format of Pre Bid Agreement is at **Annexure-J**.

(c) In case the bid submitted by BECIL against the Client Tender Number: NIT_TANFINET_020_LMC_O&M dated 15.11.2023, prepared in

collaboration with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, is accepted and BECIL receives Work Order/Agreement from/with the Client, BECIL will issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.

(ii) All terms and conditions of the Client's Tender Number: NIT_TANFINET_020_LMC_O&M dated 15.11.2023, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(iii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

(iv) In case the bidding against Client's Tender requires online payment for EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from the selected bidder in case the Project is awarded to BECIL by the client

(v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.

(vi) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other lead bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost

SECTION –II

4. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/PROJ/SS&IT/EOI-4/TPA/2023-24 dated 08.12.2023
2.	Date & Time of Issue of EOI	Date: <u>08 December 2023</u> Time: <u>11:00 AM</u>
3.	Last date and Time for Submission of bids	Date: <u>11 December 2023</u> Time: <u>3:00 PM</u>
4.	Place of Submission ofEOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307, OR BECIL, 14-B, Ring Rd, IP Estate, New Delhi, Delhi, 110002
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID). Relaxation to be given to MSME & Startup as per Government norms.
7.	EMD	As per Client Tender Number NIT_TANFINET_020_LMC_O&M dated 15.11.2023. Bidder needs to submit undertaking for back to back payment of EMD if selected for EOI under reference. Relaxation to be given to MSME & Startup as per Government norms.
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details for this EOI	Binay Kumar Tiwari (DGM) , BECIL Telephone/ Mobile No. 8130190442 Email : binay.tiwari@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITION



5. EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the Tender Number NIT_TANFINET_020_LMC_O&M dated 15.11.2023, floated by Tamil Nadu FibreNet Corporation (TANFINET).

5.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 .**

5.3 The EOI must be addressed to the given name and address:To,
Sh. Binay Kumar Tiwari
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

5.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

5.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Shri Binay Kumar Tiwari, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

5.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

5.8 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

5.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.

5.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

6. SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted offline.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The EOI must contain:

6.6.1 Company/bidder profile relevant to EOI.

- 6.6.2 It should also include details of past experience relevant to the “Scope of Work”.
- 6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 6.6.4 Declaration of not been blacklisted by any of the Government agency.
- 6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

6.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

6.9 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

6.10 Bidders have to take into account any changes/amendments made in the end client’s tender/RFP through corrigendum till date of submission of bid in response of EOI.

6.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.14	Checklist of documents/information to be submitted	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Bid Security Declaration to be submitted by the MSME
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder’s letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.

	(l)	Bidders Details as per format
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Price Offer to BECIL as per Format of the EoI

7. OPENING OF EOI

- 7.1 The bids submitted against this EOI shall be opened on 11th December 2023 at 03:30 PM. BECIL reserves the right to change the date of opening of bid.
- 7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8. GENERAL TERMS & CONDITIONS OF EOI

8.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as "**Response For EOI No. BECIL/PROJ/SS&IT/EOI-4/TPA/2023-24 dated 08 December 2023 Submitted by: [Firm/Company name]**"

8.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

8.3 BECIL reserves the right to solicit additional information from bidder/OEM/ImplementationAgency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client

8.4

8.5 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.

8.6 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.

8.7 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

8.8 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its

commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

8.9 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

8.10 Intellectual Property Rights:

8.10.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.10.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.10.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.11 The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

"We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]".

8.12 The bidder needs to submit un-priced BOQ along with their technical bid.

8.13 The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

9. SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL.

Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

SECTION –IV SCOPE OF WORKS



10. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

10.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

Client's Tender Reference No: NIT_TANFINET_020_LMC_O&M dated 15.11.2023

Website: <https://tntenders.gov.in/>

SECTION –V
ELIGIBILITY CRITERIA AND EVALUATION



11. ELIGIBILITY CRITERIA OF BIDDERS

1.	<p><u>Company/Bidder's Profile:</u></p> <p>(a) The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).</p> <p>(b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>(d) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted.</p> <p>(e) The bidder should have valid ISO 9001:2015, ISO/IEC 27001:2013 & ISO/IEC 20000-1:2018 for Third Party Audit/ Inspection of telecom projects.</p>
2.	<p><u>Financial Eligibility:</u></p> <p>(a) The bidder must have minimum average annual turnover (of last three audited years) 30 Cr.</p> <p>(b) The bidder should have positive net worth in each of last three audited Financial Years.</p> <p>(c) Exemption in financial eligibility as per govt. guidelines shall be given to the MSME & Startups.</p>
3	<p><u>Technical Eligibility Criteria:</u></p> <p>(a) Part – A: The Bidder should have experience in laying or auditing of atleast 25 Km (Route Length) of Underground OFC in India in the last five years in maximum of three projects</p> <p>Part – B: The Bidder should have experience in Laying or Auditing of at least 4332 Km (Route Length) of Underground or Overhead OFC in India in the last five years in maximum of three projects.</p>

(b) **Part – A:** The Bidder should have experience in Installing or Auditing at least **333 Nos of GPON OLTs** in India in the last six years in maximum of three projects.
Part – B: The Bidder should have experience in Installing or Auditing of at least **333 Nos of IP-MPLS routers** in India in the last six years in maximum of three projects.

(c) **Part – A:** The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, BNG, CGNAT, DDI, etc at NOC of a Telecom Network, PSU or Private or Enterprise network.

Part – B: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, Spine, Leaf Switch, NMS, etc at NOC of a Telecom Network, PSU or Private network.

(d) **Part- A:** The Bidder should have at least 50 qualified personnel out of which at least 16 should be Graduate Engineers, in India having technical / managerial capability as on the date of submission.

Part- B: The bidder should have at least the indicated number of professionals having minimum experience of 3 years in the following areas:

- Optical Fibre Cable (OFC) laying and/or testing – 05 employees
- IT / ICT Infra / Transmission Equipment Installation and testing - 05 employees
- Network Operations Centre and NMS, EMS implementation – 05 Employees
- Network Design -02 Employees

(e) The bidder should have experience of conducting Third Party Auditing of BharatNet project with an order value of minimum Rs. 20 Cr. Copy of Purchase Order and invoices are to be submitted as a proof of the experience

(f) The bidder should not be a PMC / MSi/ SI for implementation of BharatNet Phase II in the State of Tamil Nadu.

The bidder should not be a PMC / SI / LMA for implementation of BharatNet Last Mile Connectivity in the State of Tamil Nadu.

12. PRELIMINARY EVALUATION

12.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.

12.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.

12.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

12.4 In case two bids are received from the bidder, both the bids will be rejected

13. EVALUATION PROCESS

14.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

14.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.

14.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

14.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

14.5 Evaluation of proposals shall be based on:

14.5.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

14.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.

14.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

14.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

14.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:

14.8.1 Made untrue or false representation in the form, statements required in the EOI document.

14.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

14.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the Eol.

15 FINANCIAL EVALUATION OF THE BIDS. The Bids will be financially evaluated as under:

Financial Bid Evaluation	
	Price and Margin Bid Format: A - Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B - Quote margin to BECIL as a percentage of A [Minimum - 5%] C - Absolute value of Margin = A*B D - Overall Quoted price by bidder = A-C

a) During evaluation, bidders with least “D” will be considered as **L1** and shall be declared the successful Bidder.

b) The bid having higher value of “B” will be selected in case of two or more bidders have similar value of D.

c) In case of a tie, the bidder who will be ready to offer higher value of “B” will selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct

presentation on their proposed solution/understanding of the Project. Evaluation Committee will then select the bidder whose presentation will be the best, without giving any reasons/justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.

d) If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “**A**” and the margin offered to BECIL shall not be less than “**B**”.

e) The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.

f) **L1** bidder may be called for further negotiations, if required.

g) A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per Pre-Bid Agreement placed at **Annexure-J**.

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as "**The Bidder/Contractors**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / 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.

Section 1 – Commitments of the Principal

1.1. 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 him/herself or third person, any material or Immaterial benefit which he/she is not legally be 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 tender process or the contract execution.

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

1.2. 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 Office and in addition can initiate disciplinary actions.

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

2.1. The bidder(s) Contractor(s) commits 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 person 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 of any kind whatsoever during the tender 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 on 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.

e) The Bidder(s) Contractor(s) will, when presenting himself, 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/Agreement.

2.2. The 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 or during execution 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 defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor 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.

4.2. 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.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 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.

5.2. If the contractor makes 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 Banking of business dealings”.

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

6.1. 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.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact 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, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

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

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

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

8.4. The Principal will provide to the 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this 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 monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. 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 CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

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

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

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

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

यूनियन बैंक  **Union Bank**
of India

एक सरकारी उद्योग - A Government of India Undertaking



(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubln0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23:

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
Ix	Bank Account Type	Overdraft
X	If other, Specify	**

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST Registration Certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number. Furnish copies of income tax clearance certificate.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To

The General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
---, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government
or State Government or any organization under Central/ State Government or any Statutory Authority, or any
Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their
professional conduct or the making of false statement or misrepresentations as to their qualifications to enter
into procurement contract within a period of three years preceding the commencement of the procurement
process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **"Tax Invoice"** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatoy on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

Annexure - J

PRE-BID AGREEMENT

This Agreement is made at NOIDA on ___ NOVEMBER 2023 between:

M/s. Broadcast Engineering Consultants India Limited, Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through _____, Deputy General Manager (hereinafter referred to as "**BECIL**" or "**First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at **YYY** by Mr. **XYZ**, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

A) WHEREAS (Hereinafter referred as "**CUSTOMER**" or "**END CUSTOMER**") floated Tender **Number:** _____ **Dated:** _____ for _____ (name of the work). (Hereinafter referred as "**RFP**")

B) That BECIL intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with bidder of the related technology for the purpose of this RFP.

C) **AND WHEREAS** BECIL has floated an EOI no. _____ (hereinafter referred to “EOI”) for selection of Backend partner for **RFP**.

D) **AND WHEREAS** XX has been selected as backend partner of BECIL through terms of EOI. Also XX agrees to execute entire scope of work for above mentioned Customer’s RFP, if the bid submitted by BECIL against the RFP is accepted, and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.

E) **AND WHEREAS** the purpose of this pre bid agreement is to formalize an understanding between BECIL and XX for RFP. Tender, if awarded to BECIL will be called as “Project”.

F) **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer’s RFP and in case of award of work to BECIL, execute the work

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 PURPOSE

A) **WHEREAS**, End Customer has floated RFP/ Tender Number: _____ Dated: _____ for _____ (Name of the work).

B) XX has agreed to associate itself and render its services to BECIL in the capacity of System Integrator for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to the First Party that as on date of

- (a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.
- (b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the Agreement and articles of association, bye-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Contract, indenture or any other instrument to which Second Party is a party or by which Second Party or any of its properties or assets are bound or that is otherwise applicable to Second Party;
 - (v) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Second Party so as to prevent such Party from fulfilling its obligations under this Contract;
- (c) That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.
- (d) That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (e) That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.
- (f) That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

1.3 RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S. N O .	PRE-BID RESPONSIBILITY	BE CI L	XX
1.	Pre bidding site survey, if any	S	P

2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

- **NOTE : A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.**

1.4 The detailed Agreement for selected bidder between the parties will contain:

- (a) Tasks to be performed by each Party towards execution of the Project
- (b) Expenditure to be incurred by the parties towards execution of the Project.
- (c) The paying or making of all necessary provisions for taxation.
- (d) The making of all necessary provisions for the repayment of any borrowings by the Consortium Members.
- (e) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.
- (f) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.

The above list is illustrative and not exhaustive and will include apart from the above other clauses also.

- (g) Financial Arrangements.

The above list is illustrative and not exhaustive and will include apart from above other clauses also

ARTICLE 2:- TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

or

b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

or

c) By Mutual consent between the Parties

2.2. **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

2.3 In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any

ARTICLE 3:- PAYMENT & COMMERCIAL TERMS AND CONDITIONS

3.1 While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Proportionate amount to BECIL on back to back basis.

3.2 In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:-

- (i) BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from _____XX_____.
- (ii) BECIL will issue Work/Supply Order/s to _____XX_____, on becoming L1, ensuring net __% margin to BECIL on the total basic value of the project

- (iii) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendums thereof, will be applicable fully on back to back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (iv) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back to back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigendums thereof.
- (v) In case the bidding against Customer's RFP requires online cash payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* has to submit back to back EMD to BECIL the cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
- (vi) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
- (vii) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL. Their bid price shall be for completeness of system without any extra cost.

ARTICLE 4: CONFIDENTIAL INFORMATION

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the

other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

ARTICLE 6:- GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal to principal basis and it is agreed that _____XX_____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

- i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.
- ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD ,BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note : During a dispute, each Party must continue to perform its obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

14. NOTICES

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile ; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

Address: XXXX

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN , C56/A17 Sector 62 Noida 201307

Fax: +91 11 23379885

E-mail: binay.tiwari@becil.com

15. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SURVIVAL

i. The representations and warranties contained in this Agreement survive the termination of this Agreement.

ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

17. VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

18. COUNTERPARTS

This Agreement is executed in two counterparts, with each party retaining one original.

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever. EMD will be forfeited by BECIL and can claim damages for the loss of reputation

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement.

By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE : ALL the RFP Terms and condition and corrigendum thereof , shall be binding on the XX on back to back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of "_____", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of "_____" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)_____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)
- 2.

PRICE BID FORMAT

				A	B	C	D	D
SI	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc) as per full Scope of Work (exclusive of GST)	NET margin offered to BECIL on Total Valueof Project (IN Figure %)	A*B	A-C	Total D in figure
1	Selection of Backend Technology Partner For Participation In Tender no. NIT_TANFINET_020_LMC_O &M dated 15.11.2023 floated by Tamil Nadu FibreNet Corporation (TANFINET) for Selection of Third Party Agency (TPA) to provide audit services during implementation of Last Mile Connectivity Project and during O&M of BharatNet Project in Tamil Nadu	1	Lot					


	Tamil Nadu FibreNet Corporation (TANFINET)
	Selection of Third Party Agency (TPA) to provide audit services during implementation of Last Mile Connectivity Project and during O&M of BharatNet project
	<u>Tender Reference</u> NIT_TANFINET_020_TPA_LMC_O&M
	Tamil Nadu FibreNet Corporation Ltd 807, 5th floor, P.T lee Chengalvaraya Naicker Maaligai Anna Salai Chennai – 600 002 Phone: 044-28888230 e-mail: tenders.tanfinet@tn.gov.in Dated:15.11.2023

Table of Contents

Letter of Undertaking	6
1. Preamble.....	8
2. Tender Schedule.....	11
3. General Instructions	12
3.1 General	12
3.2 Clarifications in the Tender.....	13
3.3 Amendments to the Tender	14
3.4 Language of the Bid	15
3.5 Bid Currency	15
3.6 Contacting Tender Inviting Authority	15
3.7 Force Majeure.....	16
3.8 Arbitration	16
4. Eligibility Criteria	18
5. Bid Preparation and Submission.....	21
5.1 Tender Procedure.....	22
5.2 Cost of Bidding	22
5.3 Tender Document Fee	22
5.4 Earnest Money Deposit (EMD)	23
5.7 Letter of Authorisation	24
5.8 Two Part Bidding.....	24
5.9 Bid closing date and time.....	26
5.10 Withdrawal of Bids	26
6. Tender opening and Evaluation	27
6.1 Technical Bid Opening	27
6.2 Tender Validity	27
6.3 Initial Scrutiny.....	27
6.4 Clarifications by TANFINET	28
6.5 Tender Evaluation	29
6.6 Negotiations.....	32
6.7 TANFINET reserves the right to:	32
7. Execution of Work	33
7.1 Acceptance of Tender and Withdrawals	33
7.2 Letter of Acceptance (LOA).....	33
7.3 Payment of Security Deposit (SD)	34
7.4 Execution of Contract	34
7.5 Release of Work Order.....	35
7.6 Refund of EMD.....	36
7.7 Release of SD.....	36
7.8 Forfeiture of EMD and SD.....	36
7.9 Termination of Contract	36
7.10 Execution of Work Order.....	38
7.11 Assigning of Tender whole or in part.....	38
7.13 Penalty for Non-Fulfilment of Tender	39
7.14 Other Conditions.....	39

8. Scope of Work, SLA & Responsibility Matrix	40
8.1 Scope of Work	40
8.2 Payment Schedule	56
8.3 Stipulated Time Schedule and Penalties	60
8.4 Manpower	67
Annexure-1 Model Form of Contract.....	70
Annexure-2 Bank Guarantee Format	77
Annexure-3 Format for Clarifications / Amendments	83
Annexure - 4 Technical Bid.....	84
4.1 Check-list for Enclosures.....	84
4.2 Profile of the Company	87
4.3 Details in support of Eligibility Criteria	88
4.4 Declaration	92
Annexure 5. PRICE BID.....	94
5.1 Part – A: Audit Services for Last Mile Connectivity Project during implementation and O&M	95
5.2 Part – B: Audit Services during O&M of BharatNet Project.....	96

Importance Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (Website link <http://www.tn.gov.in/gorders/fin446-e.htm>) as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Acronyms used in the Document

AMC	Annual Maintenance Contract
BG	Bank Guarantee
DD	Demand Draft
EMD	Earnest Money Deposit
INR	Indian Rupees
ILL	Internet Leased Line
IS	Indian Standard
ISO	International Organization for Standardization
ISDN	Integrated Services Digital Network
IT	Information Technology
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Indent
MCU	Multi Control Unit
MPLS	Multiprotocol Label Switching
SD	Security Deposit
SSI	Small Scale Industries
GST	Goods and Service Tax
TPA	Third Party Audit Agency
LMC	Last Mile Connectivity
O&M	Operations and Maintenance

Letter of Undertaking

To

Tamil Nadu FibreNet Corporation Ltd
807, 5th floor, P.T. Lee Chengalvaraya Naicker Maaligai
Anna Salai,
Chennai – 600 002

Sir,

Sub: Undertaking for participating in TANFINET's Tender - Reg.

Ref: NIT_TANFINET_020_TPA_LMC_O&M

Dtd. **xx.xx .2023**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are

liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing and supply of Network Equipments and related items / tendered items. The licences for the software to be installed in the hardware items to be delivered under this contract is certified as genuine and valid.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We understand that I/ We are liable to be blacklisted by TANFINET for a period of three years.

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

- 1) Declaration in the company's letterhead should be submitted as per format given above
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

Tamil Nadu FibreNet Corporation Ltd (TANFINET) is a Government of Tamil Nadu undertaking, functioning under the administrative control of the Information Technology & Digital Services Department, Government of Tamil Nadu. TANFINET Corporation is the State Implementing Agency (SIA) for executing BharatNet Phase II Project in Tamil Nadu. The project envisages connecting all Village and Block Panchayats in the State through Optical Fiber Cable (OFC) to provide connectivity with minimum capacity of 1Gbps. BharatNet project envisages providing an OFC infrastructure from Block headquarters to Gram panchayats and establishes S-NOC at Chennai. TANFINET has already engaged a TPA to execute audit works of the BharatNet project during implementation & till Go-Live of the project.

Through this tender, TANFINET intends to avail Third Party Audit Services from reputed agencies to carry out all technical audit during the implementation of Last Mile Connectivity Project and Operation & Maintenance of BharatNet Project. With above background, TANFINET invites Bids for **Selection of Third-Party Agency (TPA) to provide audit services during the implementation of Last Mile Connectivity Project and during O&M of BharatNet project.**

The Scope against this tender covers the following:

1. Third Party Audit Services during the implementation and O&M of Last Mile Connectivity Project **(Part-A)**
2. Third Party Audit Services during O&M of the BharatNet Project. **(Part-B)**

Applicability of Tamil Nadu Transparency in Tender Act, 1998:

This Tender will be governed by the Tamil Nadu Transparency in Tender Act, 1998 with The Tamil Nadu Transparency in Tender Rules 2000 as amended from time to time. (<http://www.tn.gov.in/gorders/fin446-e.htm>)

Short Titles used in the Tender Document:

1	Bidder	Bidder means the party who makes a formal offer in pursuance of the tender floated.
2	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process.
3	Day	A day means a calendar day.
4	Third Party Audit agency	Selected agency that provides the audit services for Last Mile connectivity project or for BharatNet O&M for maintaining the infrastructure of TANFINET.
5	Purchaser	Purchaser means the end-user for whom the procurement is indented through the tender.

2. Tender Schedule

Tamil Nadu FibreNet Corporation (TANFINET)

1.	Tender inviting Authority, Designation and Address	Managing Director, Tamil Nadu FibreNet Corporation Ltd, 807, 5th floor, P.T lee Chengalvaraya Naicker Maaligai Anna Salai, Chennai – 600 002 e-mail: tanfinet@tn.gov.in , tenders.tanfinet@tn.gov.in .
2.	A) Name of the Work	Selection of Third-Party Agency (TPA) to provide audit services for Last Mile Connectivity Project and during O&M of BharatNet project
3.	B) Tender reference	NIT_TANFINET_020_TPA_LMC_O&M
	C) Place of execution	Tamil Nadu
4.	Tender documents and subsequent corrigendum issued will be available at	Tender documents can be freely downloaded from www.tenders.tn.gov.in till the closing date and time of tender.
5.	Earnest Money Deposit (EMD)	Rs.8,00,000/- (Rupees Eight Lakhs Only) should be paid electronically through e-tender portal. On-line Payment as per e-procurement Portal Procedure
6.	Tender submission	Two Parts Tender comprising of Technical Bid and Price Bid should be submitted electronically online through the e-Tender Portal
7.	Bid Signing	Bidders should possess valid Class 2/Class 3 - Digital Signature Certificates having signing and encryption keys to submit the Bids online
8	Date and Place of Pre-Bid Meeting	22.11.2023 @ 3.00 PM at the address mentioned in S.No (1) above.
9	Due Date, Time and Place of submission of Tender	14.12.2023 @ 3.00 PM at the URL mentioned in S.No (4) above.
10	Date, Time and Place of opening of the Technical Bids	14.12.2023 @ 4.00 PM at the address mentioned in S.No (1) above.
11	Date, Time and Place of opening of the Price Bids	Shall be intimated only to the Technically Qualified Bidders.
12	Bid validity	Bid validity shall be 90 days

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid. Relaxation in submission of the documentary proof had been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. TANFINET shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TANFINET. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to TANFINET and State Government for all the deliveries and deliverables.

h) Any vendor who is blacklisted in TANFINET will not be eligible to bid for Tenders in TANFINET, as per the conditions of blacklisting.

3.2 Clarifications in the Tender

a) A prospective Bidder requiring any clarification in the Tender shall notify TANFINET through email (tenders.tanfinet@tn.gov.in & tanfinet@tn.gov.in) in the following format (in spread sheet file) only.

Tender Reference			
Name of Company		Mobile No.	
Contact Person		Email ID	

S. No	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Clarification/ Amendment Sought	Reason for requesting the amendment

- b) The responses to the queries shall be notified in the website <https://tntenders.gov.in> by means of Addendum/Corrigendum to the Tender Document and shall form part of the Tender document.
- c) Inputs/Suggestions/Queries/Clarifications submitted by Bidder shall be given due consideration. However, it is not mandatory for TANFINET to accept or communicate the response to any of the Bidder' Inputs/suggestions/queries/clarifications.

3.3 Amendments to the Tender

- a) TANFINET may amend the Tender document as per requirements or wherever TANFINET feels that such amendments are absolutely necessary. Amendments also may be made in response to the queries by the prospective Bidder.
- b) Corrigendum, amendments and addendum if any shall be notified in <https://tntenders.gov.in>.
- c) The Bidder shall periodically check for the amendments or corrigendum or information in the websites till the closing date of the Tender. TANFINET shall not make any individual communication to the bidders and shall in no way be responsible for any ignorance pleaded by the Bidder.
- d) No clarifications would be offered by TANFINET within 48 hours prior to the due date and time for opening of the Tender.
- e) TANFINET at its discretion may or may not extend the due date and

time for the submission of Bids on account of amendments.

- f) TANFINET is not responsible for any misinterpretation of the provisions of this Tender document on account of the Bidder's failure to keep them updated of the Bid documents on changes announced in the website.

3.4 Language of the Bid

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid 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 notarised, in which case, for all purposes of the Bid, the translation provided by the Bidder shall govern. Bids received without such translated copies are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidder shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award.
- b) Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority or Tender Scrutiny Committee shall be a sufficient reason to disqualify the Bidder.
- c) Notwithstanding anything mentioned above, the Authority may seek bonafide clarifications from Bidder relating to the Tenders submitted

by them during the evaluation of Tenders. The bidder is bound to furnish the clarification sought by TANFINET and failure to do so may lead to summary rejection of the tender.

3.7 Force Majeure

- a) In the event of either party being rendered unable by force majeure, to perform any obligations required to be performed by them, under the agreement, the relative obligations of the party affected by such force majeure shall upon notification to the other party is suspended for the period during which such cause lasts.
- b) The term "force majeure" as employed herein shall mean act of God, war, civil riot, fire, flood and Acts and Regulations of Government of India and or State of Tamil Nadu, which prevents the performance by the parties to this agreement
- c) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- d) In the event of TANFINET/End User satisfied with the reasons provided as aforesaid, it will inform in writing that the time for performance of relative obligations suspended for such period.

3.8 Arbitration

- a. In case of any dispute in the Agreement, including interpretation if any on the clauses of the RFP or the Agreement, the parties shall first try to resolve the same amicably by mutual consultation. If the Parties fail to resolve the dispute by such

mutual consultation within twenty one (21) days of reference of such dispute by one Party to the other, then such unresolved dispute/difference shall be referred to an Arbitral tribunal consisting of three (3) arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators.

- b. The arbitral tribunal shall give reasoned and speaking award in respect of each dispute or difference referred to him. The award as foresaid shall be final conclusive and binding on all the parties of this contract in accordance with the law.
- c. The venue of the arbitration shall be at Chennai and the language of arbitration proceedings and that of all documents and communications between the parties shall be in English. The decision of the majority of the Arbitrators shall be final and binding on both the parties to the Arbitration subject to legal remedies available under the law.
- d. The provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- e. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TANFINET and the Agency. However, the expenses for arbitration shall be borne by the parties themselves.

Jurisdiction of the Court

Any dispute arising out of non-fulfilment of any of the terms and conditions of this Tender/Agreement or any other dispute arising

out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

4. Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

Eligibility conditions No.1,2,6,7,8,9,10,11 is applicable for both Part-A and Part – B and same shall be complied.

With respect to Eligibility conditions for Part-A & Part-B is separately spelled out in No.3,4,5 and same shall be complied.

No.	Eligibility Conditions	Documentary Proof to be submitted
1.	The Bidder should be a company registered in India under the Companies Act, 1956 / 2013, as amended from time to time, and should be in operation at least for the last 5 years as on the date of bid submission.	a) Copy of valid Certificate of Incorporation from Registrar of Companies along with Memorandum and Articles of Association b) Copy of Annual Returns filed by the c) Company with the Registrar of Companies d) Copy of Corporate Identification Number (CIN) e) Copy of PAN, TAN and TIN Numbers f) Copy of GST Registration
2.	The Bidder should have an average annual turnover of at least Rs. 100 Crores in the last three (3) audited financial years (2019-20, 2020-21, 2021-22).	Copy of the audited financial statements for the financial years duly certified by the Statutory Auditors (FY 2019-20, FY 2020-21, FY 2021-22) to be submitted. Certificate from the Statutory Auditor on

No.	Eligibility Conditions	Documentary Proof to be submitted
		turnover details for the last three (3) financial years (FY 2019-20, FY 2020-21, FY 2021-22).
3.	<p>Part – A: The Bidder should have experience in laying or auditing of atleast 75 Km (Route Length) of Underground OFC in India in the last five years in maximum of three projects</p> <p>Part – B: The Bidder should have experience in Laying or Auditing of at least 13000 Km (Route Length) of Underground or Overhead OFC in India in the last five years in maximum of three projects.</p>	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.
4.	<p>Part – A: The Bidder should have experience in Installing or Auditing at least 1000 Nos of GPON OLTs in India in the last six years in maximum of three projects.</p> <p>Part – B: The Bidder should have experience in Installing or Auditing of at least 1000 Nos of IP-MPLS routers in India in the last six years in maximum of three projects.</p>	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.
5.	<p>Part – A: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, BNG, CGNAT, DDI, etc at NOC of a Telecom Network, PSU or Private or Enterprise network.</p>	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.

No.	Eligibility Conditions	Documentary Proof to be submitted
	<p>Part – B: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, Spine, Leaf Switch, NMS, etc at NOC of a Telecom Network, PSU or Private network.</p>	
6.	<p>The Bidder should have at least 150 qualified personnel, out of which at least 50 should be Graduate Engineers, in India having technical / managerial capability as on the date of submission.</p>	<p>Certificate from Human Resources of the Bidder along with list of employees, qualification, eligible under this clause</p>
7.	<p>The bidder should have at least the indicated number of professionals having minimum experience of 3 years in the following areas:</p> <ul style="list-style-type: none"> • Optical Fibre Cable (OFC) laying and/or testing – 05 employees • IT / ICT Infra / Transmission Equipment Installation and testing - 05 employees • Network Operations Centre and NMS, EMS implementation – 05 Employees • Network Design -02 Employees 	<p>Certificate from Human Resources of the Bidder along with list of employees, qualification and experience, eligible under this clause</p> <p>Or</p> <p>Undertaking that he shall employ the required resources within a period of Two weeks from the date of appointment</p>
8.	<p>The bidder should not be a PMC / MSI/ SI for implementation of BharatNet Phase II in the State of Tamil Nadu.</p> <p>The bidder should not be a PMC / SI / LMA for implementation of BharatNet Last Mile Connectivity in the State of</p>	<p>Self-certification duly signed by authorised signatory on company letterhead.</p>

No.	Eligibility Conditions	Documentary Proof to be submitted
	Tamil Nadu.	
9.	The Bidder should have a project office in Tamil Nadu. However, if the local presence is not there, the selected bidder should give an undertaking for establishment of project office within one month of award of contract.	Self-certification duly signed by authorised signatory on company letterhead
10.	Bidder should have valid ISO 9001:2008 certification	Should produce copies of ISO certificate valid as on the date of tender opening.
11.	Bidders who have failed to perform in the earlier contract with TANFINET or with any other Government organisation or the bidders whose Earnest Money Deposit/ Security Deposit has been forfeited for failure to perform the contract, are not eligible to apply for the tender if the forfeiture had happened within the last three years period. The date of computation is with reference to the date of opening of this tender.	Undertaking letter from the bidder stating that the bidder did not fail to perform or did not forfeit EMD/SD within the last 3 years.

Important Note:

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection. The copy of all the documentary proof for the above should be attached while submitting the Technical Bid.

5. Bid Preparation and Submission

5.1 Tender Procedure

- a) The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- b) It is mandatory for the Bidders to possess a valid Class 2 / Class 3 Digital Signature Certificate (DSC) in the name of the tender submitting authority to complete the e-Tender Bid process as per the provisions of Government of India IT Act 2000 with latest amendments.
- c) The Technical Bid form and Price Bid form will be available in spreadsheet format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms or the bidders can also fill up the details of Technical Bid form and Price bid form and upload the relevant documents as required before submitting the bid.
- d) The Bid forms should be filled and submitted online using the Digital Signature Certificates. The supporting documents should be scanned and uploaded in the e-Tender system.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the Preparation, Submission and Evaluation of Bids including the cost for Sample evaluation and Demonstration. TANFINET/End User shall in no way be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the Bidding process.

5.3 Tender Document Fee

The Tender Documents may be freely downloaded from the portals as mentioned in the Tender Schedule.

5.4 Earnest Money Deposit (EMD)

- a) The Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs. 8,00,000/- (Rupees Eight Lakhs Only)**. EMD shall be paid on-line as per the procedure of the e-Tender Portal (www.tntenders.gov.in).
- b) The EMD in any other form will not be accepted. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be auto refunded without any interest to their bank account as per the procedure of the e-tender portal.
- c) Documentary proof of having deposited the EMD shall be submitted under Technical Bid.
- d) In the case of EMD charges paid in advance by the Bidder, but due to some reasons the Bids could not be uploaded, EMD charges paid earlier shall be refunded by applying through a letter of request to TANFINET with necessary proof.
- e) If the Successful Bidder fails to act according to the Tender conditions or backs out or fails to accept the LOA, after the Tender has been accepted, the EMD shall be forfeited by TANFINET.
- f) If the Successful Bidder fails to remit the Security Deposit, or sign the Contract, the EMD remitted by them shall be forfeited by TANFINET and the Tender submitted by the Bidder shall be held void.
- g) The Earnest Money Deposit (EMD) of the Successful Bidder shall be returned when the Successful Bidder furnishes the required Security Deposit and after confirmation of the genuineness of the Bank guarantee from the issuing Bank in case of Bank Guarantee.

- h) EMD of the unsuccessful Bidder shall be returned after Signing of Contract with the Successful Bidder. The EMD amount held by TANFINET, till it is refunded to the Successful Bidder/Unsuccessful Bidder shall not earn any interest thereof for any reason whatsoever.

5.7 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

5.8 Two Part Bidding

- a) Bidder should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every aspect shall be at the Bidder risk and may result in rejection of Bids.
- b) Any bid with conditions other than those specified in the Tender document is liable to be summarily rejected. No modification by the Bidder in any of the conditions shall be permitted.
- c) The Bidder shall duly fill, sign and stamp on all pages of the Tender documents, all statements, certificates uploaded by them, owning responsibility for their correctness/authenticity. Not signing in any of the document may lead to rejection of the Bid.**
- d) The Bid shall contain no inter-lineation, erasures or overwriting

except as necessary to correct errors made by the Bidder in which case such corrections shall be counter signed by the Authorised person with date.

5.8.1 Technical Bid Form

- a) Bidder has to upload the relevant documents in the format, as sought in the Tender against each Item. The Bidder has to verify each uploaded document and sign the same using the Digital Signature Certificate (DSC) before final submission of the bid.
- b) The Technical Bid Format shall not be changed or altered or tampered. If the Bid format is found to be tampered/altered, the Bids shall be summarily rejected.
- c) The Technical Bid documents shall not strictly contain any Price indications, failing which the Bids shall be summarily rejected.
- d) The Technical Bid format as given in the Tender shall be filled and signed using the DSC and the scanned copy in the prescribed format shall be submitted.
- e) The supporting documents and other documents shall be submitted as.pdf in the Technical Bid.

5.8.2 Price Bid Form

- a) Bidder shall submit a Price Bid letter in .pdf in the format annexed.
- b) The Price Bid Form called as the Bill of Quantity (BOQ) shall be in spread sheet format (.xls). The original BOQ shall be downloaded from the Tender site, filled in at the appropriate places indicated in offline and then it has to be uploaded with the same name against the Price Bid option. The BOQ has to be verified and then signed

using the DSC before final submission.

- c) The Price Bid Form shall not be changed or altered or tampered. If the Bid form is tampered/altered, the Bids shall be summarily rejected.
- d) The Price Bid Form shall contain only price offers.
- e) The cost quoted by the Bidder shall include cost and expenses on all counts viz., cost of equipment, materials, tools, software, techniques, methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply.
- f) The Bidder shall give the total Price with break up details of all Levies, Taxes & duties, Surcharges, EPF, ESI, Packing, Forwarding, Freight and insurance, etc.

5.9 Bid closing date and time

The Bids should be submitted online not later than the date and time specified in the Tender Schedule or Corrigendum if published. The e-Tender portal will automatically lock the date and time exactly on the date and time. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence, the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.10 Withdrawal of Bids

Bidders can withdraw their bids submitted earlier, in case they don't want to participate in this tender, before the bid closing date and time.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

- a) The Technical Bid shall be opened on the date and time as specified in the Tender schedule in the presence of that Bidder, who chooses to be present against production of an authorisation letter from the Bidder.
- b) Maximum of two representatives for each Bidder would be allowed to attend the Tender opening.
- c) If the date of opening of the Bids happens to be holiday, the Tenders shall be opened on the next working day at the same time and the same venue.

6.2 Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of **90 days** from the date of opening of the Tender.
- b) The Contract will be valid as per below:
 - a. Part A – TPA for BharatNet Infrastructure - 3 Years from the date of signing of the contract.
 - b. Part B – TPA for BharatNet Last Mile Connectivity – **3 Years and 9 months** from the date of signing of the contract.

However, TANFINET reserves the right to extend or short close the Tender validity period if situation warrants benefiting the Government. TANFINET may extend the contract, for a further period of one year or as may be agreed between the parties until the finalization of the new tender.

6.3 Initial Scrutiny

Initial Bid scrutiny shall be conducted and incomplete details as given below shall be treated as non-responsive.

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without EMD amount
- found with suppression of information or incomplete information
- furnished with subjective and conditional offers.
- submitted without supporting documents in compliance to the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids shall be considered for further evaluation. The decision of TANFINET shall be final in this regard.

6.4 Clarifications by TANFINET

- a) When deemed necessary, TANFINET may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or Price quoted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- b) If any of the documents, required to be submitted along with the Technical Bid is found wanting, the offer is liable to be rejected at that stage. However, TANFINET at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries, the Bid shall be rejected without entertaining further correspondence in this regard.
- c) In case if the Bidder failed to comply with the requirements of TANFINET, such Bids may at the discretion of TANFINET, shall be

rejected as Technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation, or any of its kind, is brought to the notice of TANFINET, then TANFINET shall have the right to reject the Bid and if after selection, TANFINET would terminate the Contract without any compensation to the Contractor and the EMD/SD, as the case may be, shall be forfeited.
- b) Bidder shall note that any figures in the proof documents submitted by the Bidder for proving their eligibility is found suppressed or erased, TANFINET shall have the right to seek the correct facts and figures or reject such Bids.
- c) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project. It is up to the Bidder to submit the full copies of the proof documents to meet out the criteria. Otherwise, TANFINET at its discretion may or may not consider such documents.
- d) TANFINET reserves the right to cancel the Tender and retender at its discretion. The decision of TANFINET is final in this regard.

6.5.2 Technical Bid Evaluation

- a) Technical Bid evaluation shall be undertaken after the due date of submission of Bid.
- b) Tender Scrutiny Committee shall examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document.
- c) Evaluation shall be conducted based on the documents submitted

by the Bidder. The Bids which did not meet the eligibility criteria and Evaluation Criteria shall be rejected and further evaluation shall not be carried out.

- d) TANFINET may waive any minor infirmity or non-conformity or irregularity of a substantially responsive Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.
- e) For those Bidders who have already worked or working with TANFINET, their previous performance in TANFINET would also be one of the criteria for selection. If any unsatisfactory performances of the Bidders are found, their Bids may be rejected. Unsatisfactory performance is defined as
 - a. Non responsiveness after getting the LOA or Purchase / Work Order
 - b. Delay in supply, installation of the ordered Items etc.
 - c. Lack of communication about the delay in deliveries, Installation etc.
 - d. Poor support during warranty period.
 - e. Delay in providing services citing reasons of OEM's support issues.
 - f. Poor Performance report from Purchaser.
 - g. Not executing the Contract.
 - h. Not submitting the Security Deposit in the stipulated time
- f) Decision of TANFINET is final and no dispute can be raised by any Bidder for rejection of their Bids and no claims on this account shall be entertained.
- g) The Bidders whose Bids meet the Eligibility Criteria and Technical specifications of the products will be called as Technically

Qualified Bidders.

6.5.3 Price Bid Evaluation

- a) The Price Bids of the Technically Qualified Bidders alone will be opened online for evaluation in the presence of the Technically Qualified Bidders who are present at TANFINET. The Price bid shall include all the expenses toward this tender. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.
- b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The Price Bid Evaluation shall include all Customs Duty, GST as part of the price. The taxes (GST) quoted by the bidders will be taken for the price bid evaluation. However, the GST rates quoted should comply with the statutory guidelines. The taxes (GST) will be paid as applicable at the time of billing
- d) The prices will be evaluated as per the tender rules and the decision of TANFINET will be final.
- e) The total value of the Price Bid for all items shall be taken for L1 evaluation and the bidder who has quoted the least price for total value would be declared as L1.
- f) The Tender Accepting Authority may reject a Tender or the Price offered by a Bidder for an item, if it has determined that the Price Bid/Price in combination with other constituent elements of the Tender is abnormally low or abnormally high in relation to the subject matter of the procurement and raises concerns with such authority as to the ability of the Bidder to perform the Contract.

- g) Negotiations shall be conducted with L1 Bidder for improvement in the scope, reduction in Price, enhancement of warranty and advancement of delivery schedule.
- h) TANFINET reserves the right to reject any or all of the Tenders received without assigning a reason.
- i) The decision of TANFINET is final.
- j) The Successful Bidder should not sell the Tendered items to any other Customers at the price which is lower than the final negotiated price offered to TANFINET. If it is found that it has been sold at lower rate, then that lower price will be fixed by TANFINET for that item in future and also for the already supplied quantities under this tender.

6.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 TANFINET reserves the right to:

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of materials to be supplied.
3. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with TANFINET who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders 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 Tender by TANFINET, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

- After acceptance of the Tender by TANFINET, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by TANFINET.

7.3 Payment of Security Deposit (SD)

The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to **Five** percent of the value of the order in the form of unconditional irrevocable Bank Guarantee taken from any Indian Nationalized Bank valid for a period equivalent to the contract period from the date of acceptance of the tender on receipt of confirmation from TANFINET. **The SD shall be paid within 15 days from the date of issue of Letter of Acceptance (LOA) by TANFINET separately for each Part.** The Security Deposit will be refunded to the Successful Bidder only after the satisfactory completion of the contract period or extended the period, if any. The Security Deposit held by TANFINET till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited, if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu in the name of the Bidder **within 30 days from the date of Letter of Acceptance issued by TANFINET** with such changes/modifications as may be indicated by TANFINET at the time of execution on receipt of confirmation from TANFINET. Contracts would be executed separately for Part A & Part B.

- b) 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 for the execution of the contract or any part thereof without the prior written consent of TANFINET. TANFINET reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TANFINET and TANFINET also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, "**Firm Work Order**" will be issued for Tendered items by TANFINET. The services rendered and payment will be based on the Work Order(s) issued.

7.6 Refund of EMD

The EMD amount paid by the successful bidder will be adjusted towards Security Deposit payable by them. If the successful bidder submits Security Deposit for the stipulated, the EMD will be refunded through online by NEFT/RTGS mode. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation of the tender.

7.7 Release of SD

The Security Deposit will be refunded to the successful bidder on completion of entire works subject to satisfaction of TANFINET. Such completion would be arrived at when the entire quantity is supplied by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by TANFINET from time to time.

7.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to TANFINET.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TANFINET and the tender will be held void.
- c) If the successful bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited to TANFINET.

7.9 Termination of Contract

7.9.1 Termination for default

- a) TANFINET may without prejudice to any other remedy for

breach of contract, by written notice of default with a notice period of 7 days, sent to the successful bidder, terminate the contract in whole or part,

(i) if the successful bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TANFINET;

or

(ii) if the successful bidder fails to perform any of the obligation(s) under the contract;

or

(iii) if the successful bidder, in the judgement of TANFINET, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of TANFINET terminating the Contract in whole or in part, TANFINET may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TANFINET for any additional costs for such similar goods. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

TANFINET may at any time terminate the Contract by giving written notice with a notice period of 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 TANFINET.

7.9.3 Termination for Convenience

TANFINET may by written notice, with a notice period of seven days sent to the successful bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TANFINET's 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.

7.10 Execution of Work Order

The successful bidder should nominate and intimate TANFINET, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

7.11 Assigning of Tender whole or in part

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

7.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Contract Format in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Contract, Terms and Conditions and work Order.

7.14 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TANFINET does not bind itself in selecting the bidder offering lowest prices.
- b) TANFINET reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TANFINET for good and sufficient reasons.
- c) The bidder(s) should make arrangements for transportation of all material to site and build their own stores for the intermediate storage of materials, maintain the stores and all related documents and records, transport the equipment to site.

8. Scope of Work, SLA & Responsibility Matrix

Tamil Nadu FibreNet Corporation Ltd (TANFINET) is a Government of Tamil Nadu undertaking, functioning under the administrative control of the Information Technology & Digital Services Department, Government of Tamil Nadu. TANFINET Corporation is the State Implementing Agency (SIA) for executing BharatNet Phase II Project in Tamil Nadu. The project envisages connecting all Village and Block Panchayats in the State through Optical Fiber Cable (OFC) to provide connectivity with minimum capacity of 1Gbps. BharatNet project envisages providing an OFC infrastructure from Block headquarters to Gram panchayats and establishes S-NOC at Chennai. TANFINET has already engaged a TPA for auditing BharatNet Project

As part of this tender, TANFINET intends to engage Third Party Audit Agencies who can provide the Audit Services for following:

- a) Part – A: During Implementation & O&M of BharatNet Last mile connectivity project.
- b) Part – B: During O&M of BharatNet Project.

8.1 Scope of Work

The current tender discovers the prices under two Parts:

8.1.1. Part –A: Audit Services for Last Mile Connectivity Project

Part-A scope includes auditing activities during implementation & O&M of Last Mile Project. Bidders quoting for this Part shall study the scope of work of System Integrator (SI) under the Tender: **NIT_TANFINET_018_LMC_SI dated 10.07.2023** in conjunction with the scope of work of LMA (Last Mile Agency) under **EOI: 001/TANFINET/EoI/LMA/2023 dated 19.07.2023**. Bidder

selected through this tender shall carry out the auditing services of all the works to be carried by System Integrator selected through NIT_TANFINET_018_LMC_SI.

Broad scope of work of selected TPA under Part-A shall include but not limited to:

1. TPA shall be responsible for verification of survey reports, BoQ and ensuring its mapping in GIS; wherever applicable.
2. TPA shall assist TANFINET for issuance of work orders
3. TPA shall inspect and verify the material receipt and ensure its mapping in to asset documentation.
4. TPA shall inspect, verify, certify and monitor the timely execution of the entire network including OFC laying, Equipment installation & integration to state NOC.
5. TPA shall do Acceptance testing of Fibre, Electronics and other Active/Passive Equipment
6. TPA shall check the As Build Diagram and ensure its mapping in the GIS; wherever applicable.
7. TPA shall be responsible for reconciliation of Inventory and ensuring the same is maintained in a common portal.
8. TPA shall do the performance / SLA Audit of the entire network created under BharatNet Last Mile connectivity in the state till the time of Go-Live.
9. TPA shall ensure the SLA compliance and certify quarterly payments to be made to MSI/SIs during O&M (after of Go-Live).
10. TPA shall verify the usage and health of the entire network created under BharatNet Last Mile connectivity in the state
11. Bidder(s) shall quote for all line items and Partial bid is not

allowed.

12. It is in scope of the TPA to certify the items (SOR & Non-SOR) procured and the works executed by the SI through the Last Mile connectivity project and certify the number of end user connections established through the infrastructure created.

8.1.2 Part –B: Audit Services for BharatNet Project during O&M

Part-B scope includes auditing activities during O&M of BharatNet project. Bidders quoting for this Part shall study the scope of work of Master System Integrator (SI)/ System Integrator under the Tender: **NIT_TANFINET_002_PACKAGE_A, B, C & D** and scope of existing TPA under the Tender: **NIT_TANFINET_003_TPA**. Bidder selected through this tender shall carry out the auditing services of all the works related to the works carried out by MSI/SI selected through the tender **NIT_TANFINET_002_PACKAGE_A, B, C & D** during O&M of the BharatNet Project.

Broad scope of work of selected TPA under Part-B shall include but not limited to:

1. Study the contract signed between TANFINET, MSI/SI, TPA and Bandwidth Service Provider and RFP floated for BharatNet Tender.
2. Study the Network Architecture & Design and the services envisaged.
3. Inventory to be reviewed once and ensure updation, if any. Report on the same to be submitted to TANFINET along with the quarterly SLA report. For the items which are not discoverable in the NMS tool, to be Physically / virtually verified in coordination

- with TANFINET.
4. The TPA shall study and validate the authenticity of the SLA Tool available with TANFINET. After studying and validating the authenticity of the SLA tool, the Successful Bidder shall submit a Tool validation report to TANFINET before generating the first quarterly SLA report. The TPA shall use the existing NMS Tool, however the TPA shall check that the tool is working properly. It is a onetime activity. As and when there is any change in the configuration, the same needs to be verified by the TPA in coordination with TANFINET.
 5. TPA Agency shall review the configuration/ deployment parameters of the Network Management System (NMS) and the process involved and followed to ensure that the reports generated are authentic.
 6. TPA Agency would proactively convey to the stakeholders any concerns based on the information generated using Network Management System/EMS.
 7. **Minimum 3 Nos (including a Manager)** of full time resource has to be deployed at TANFINET within 15 days from the date of issue of LOA for Periodical monitoring of SLA reports on daily basis and quarterly basis. The resources should be BE/B.Tech/ MCA or higher in the relevant technical field and have adequate knowledge in IP-MPLS, OFC, network security and NMS with relevant certification.
 8. TPA Agency would provide quarterly certification of the Service Level Agreement (SLA) reports of MSI/SI after checking the SLA of Bandwidth Service Provider as per the respective SLAs. Based on the SLA calculation; TPA has to calculate Penalty workings and

- submit the same to TANFINET with the recommendation.
9. TPA Agency would appraise TANFINET/GOTN about the health of the Network through reports indicating the bandwidth utilization, pain points, improvements that can be done, scalability requirements as per the current and envisaged State level applications etc
 10. TPA audit would include recommendations to TANFINET/GOTN for network expansion as per the requirements of the State.
 11. The TPA Agency would review the rules and policies for network components such as Firewall, Intrusion Detection System (IDS) etc in the NOC and provide recommendation if any.
 12. The TPA Agency shall ensure that the help desk installed is Information Technology Infrastructure Library (ITIL) perspective and must necessarily be integrated with the Network Management System (NMS) to ensure managing and monitoring of the Network.
 13. Creation of formats for Network Management System (NMS) analysis, SLA analysis and Submission of reports to TANFINET for approval. Review and validate the daily SLA reports and submission of the same at end of the quarter.
 14. It may be noted that existing TPA of the BharatNet is already entrusted with audit works. Hence, selected TPA shall study the scope of current TPA of BharatNet project and accordingly quote for the missing works only.
 15. TPA shall audit the invoices submitted by MSI/SI based on defined SLA. TPA shall provide recommendations to TANFINET towards payment of invoices and deductions of payments.

16. TPA shall audit the re-work done by MSI/SI during the O&M Phase and certify for payments as per the tender conditions.
17. TPA shall be authority to do the field visit and confirm the penalty attributable to MSI/SI.
18. TPA shall assist TANFINET for issuance of O&M work orders or any additional work orders that is required to be issued to MSI/SI for BharatNet Infrastructure maintenance.
19. TPA shall verify the usage and health of the entire network created under BharatNet Last Mile connectivity in the state

It is furnished that above scope is indicative; however, the selected bidder would be required to carry out the audit services as required for project.

8.1.3 General Scope for the TPA: (Part – A & Part – B)

- TPA Presence during O & M: It is imperative to ensure the presence of a Third-Party Agency (TPA) during the Operations and Maintenance (O & M) activities at TANFINET office and field.
- Minimum TPA Staffing at Field/TANFINET Office for LMS: Establishing a minimum staffing requirement for the TPA at both field locations and TANFINET offices is essential.
- Certification and Testing of Installed Equipment: TPA responsibilities should not be limited to mere certification; they should also conduct testing of all installed equipment as per the schedule. These certifications serve as crucial validation, demonstrating that the undertaken projects have been executed according to the specified requirements and quality standards.
- Compliance with Regulatory Standards: Ensure that all equipment

installations and operations comply with relevant industry regulations and standards. This includes local, national, and international standards as applicable.

- Regular Performance Audits: Conduct periodic performance audits of the installed systems and equipment.
- Emergency Response Protocols: Establish clear protocols for emergency situations. Define the roles and responsibilities of the TPA during emergencies and outline the procedures to be followed for swift issue resolution.
- Documentation and Reporting: Maintain detailed documentation of all activities, certifications, tests, and emergency responses. Regular reporting mechanisms to be in place to keep stakeholders informed about the status of operations and any issues faced.
- Continuous Quality Improvement: Implement a continuous quality improvement process. Regularly review operations, learn from past experiences, and implement improvements to enhance the overall efficiency and effectiveness of the systems and processes.
- Vendor Communication: Establish clear lines of communication with equipment vendors, technologically.
- TPA shall have an Online tool for project monitoring as per the requirements of TANFINET; which would be used for monitoring purpose.
- TPA should ensure that all the validation has to be done through technologically driven mechanism without manual intervention.

8.1.3.1 Survey

TPA shall be responsible for below Survey activities but not limited to:

- TPA shall approve the design and shall verify the survey reports

including Bill of Quantity (BoQ) submitted by MSI/SI and submit to TANFINET with recommendations for final approval

- TPA shall validate the adequacy of power requirements for passive and active network elements in GP, Block and Network Operations Centre (NOC)
- TPA shall ensure the survey data is mapped in the GIS; wherever applicable
- TPA shall also update the available tool, based on the validation of survey report and BoQ,
- TPA shall raise deviation/ discrepancies and share for approval.

8.1.3.2 Work Orders

- TPA shall assist Purchaser in preparation and issuance of work orders to be given to MSI/SIs after site survey. TPA shall also assist Purchaser in amending the work order due to changes in the approved route and BoQ. All such changes and the implementation on ground will be validated and certified by TPA later while certifying for payment

8.1.3.3 Material Inspection

TPA shall be responsible for below material inspection activities but not limited to:

- TPA shall be responsible for receipt of lot verification certificate for equipment/materials verified by authorised QA agency (of the supplier) before supply at site and shall update the same in PM tool
- TPA will counter-sign on the material receipt form/Delivery

Challan (in the format to be prepared) for material delivered by MSI/SI and shall update the same in PM tool

- TPA will also counter sign on the MSI/SI store register after every delivery to ensure material receipt has been adequately documented by MSI/SI.
- TPA will be responsible for checking whether the materials being supplied by MSI/SI are of such quality standards as mentioned in the Engineering Instructions and Construction Specifications (including TEC/TSEC/BSNL QA approvals, as applicable)
- TPA shall do random verification on the quality of products supplied and provide certification for the same.
- In case material delivered by MSI/SI is found to be faulty, TPA reserve the right to reject the partial/complete delivery of material by MSI/SI and shall notify the Purchaser
- TPA shall also examine the materials in the warehouse/places designated by TANFINET are insured to the appropriate value.

8.1.3.4 Execution

- TPA shall ensure that the OFC laying is carried out as per the engineering instructions.
- TPA shall validate the request of MSI/SI for allowing sub normal trenching, ensuring the required protection is provided to protect the duct and the OFC in the cases of the sub normal trenching.
- TPA shall witness and verify the OTDR testing performed by MSI/SI.
- TPA shall test all the fibres for end-to-end connectivity.
- TPA will verify Measurement Books on regular/daily basis.
- TPA shall ensure that the related activities are updated in the

Project management tool.

TPA shall be responsible for below Equipment testing and Integration activities but not limited to:

- TPA shall verify the DC supply and earthing voltage at the nodes
- TPA shall inspect, verify and certify the installation, commissioning and integration of all equipment at nodes
- TPA shall inspect, verify and certify the installation & integration of State NOC
- TPA shall ensure that the equipment are integrated and visible in EMS/NMS
- TPA shall ensure OSS and BSS settings are as per the scope
- TPA shall ensure the State NOC is connected to BBNL NOC
- TPA shall ensure that the related activities are updated in the Project Management tool

8.1.3.5 Acceptance Testing and Commissioning

TPA shall be responsible for below Acceptance testing activities but not limited to:

- TPA shall carry out Final Acceptance Test (FAT) as per the approved AT procedures and templates prepared by TPA in co-ordination with SIs for all material supplied in the project (BharatNet during O&M and BharatNet Last Mile Connectivity during implementation and O&M)
- TPA shall do the Acceptance test of laid fibre and its components (Length, Depth, Method of trenching e.g. Open Trenching, HDD, CC, Boring, length of PLB used, length of Fibre used, route indicators, splice chambers, spare coiling etc., as per the

approved AT Procedure

- TPA shall test the bandwidth availability of the Electronics at nodes
- TPA shall issue commissioning certificate after AT for each successfully completed nodes
- TPA shall ensure that the related activities are updated in the Project Management tool

8.1.3.6 Go-Live for the Network

- The SI would submit a Go-Live report to TPA and Purchaser, detailing the completeness of the activities for the connectivity and complete functioning of network.
- The Go-Live report shall be vetted and certified by TPA that network is seamless, and the traffic flowing is through as per the scope of RFP.

8.1.3.7 Inventory Reconciliation

- TPA shall verify the inventory related entries done by implementing agencies.
- TPA would also update inventory registry in event of any changes in the inventory.
- Regular audit of stores and warehouses maintained by MSI/SI/TANIFNET. Each store needs to be audited at least once in a month or whenever necessary. Any discrepancy in the store records must be communicated to concerned authorities of Purchaser
- TPA shall inform MSI/SI 48 hours in advance for the store audit so that MSI/SI can be ready with all necessary documents and

personnel required to facilitate the audit

8.1.3.8 Certifying Payments

- TPA is the auditing agency of all the invoices of implementing agencies and their related works in the field. Hence, TPA shall verify and recommend the bills to Purchaser within a time frame of 5 days of submission of bills by implementing agencies, after deduction of applicable penalties (based on the Measurement Book, AT, SLA, etc) as per the payment conditions mentioned in respective RFPs of implementing agency.
- The recommended bill shall be uploaded by TPA in a portal and same shall be submitted to Purchaser for final approval.

8.1.3.9 Compliance to time schedule and penalties

- TPA would be bound by Stipulated time schedule and the Penalties. The timelines for the activities of the TPA have been mentioned in each of the activities described in the topics above.
- TPA shall keep focus on timely completion of audit and verification processes as well as the accuracy of verification.
- Purchaser or its agencies shall have the right to verify the reports being submitted by TPA to ascertain their accuracy.

8.1.3.10 Resource Requirements

- The TPA would be required to deploy appropriate Teams at locations as per the requirements specified in the scope and timeframes.
- TPA shall have as many resources required for managing the activities at field. TPA shall have a **minimum of 3 officials**, who

are empowered to take decisions, posted in the office of the Purchaser for coordination. The officials posted in the office of the Purchaser shall be involved in the project planning committees. They may be required to advise the Purchaser in writing on the issues on implementation referred to them by the Purchaser in writing. Purchaser shall coordinate only with the above officials for the TPA activities. TPA may have adequate staff to assist the above officials, either in the Purchaser's office or in any location.

- TPA shall have a **minimum of 2 field engineers** in each district, to carry out the field activities. However, it is in the scope TPA to decide on manpower deployment as required for the project.
- TPA shall ensure that the resources deployed have wide range of skill sets required to fulfil the scope.
- 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
- All resources deployed at GP and Block level should have an Android based Smart Phone with Internet Connection, which can have Software tool specified by Purchaser, as the case may be.
- All resources deployed at the District and State level should have a laptop with internet connection
- Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by TPA
- The TPA shall provide all necessary superintendence during execution of the work and all along thereafter as may be

necessary for proper fulfilling of the obligations under the contract

- TPA shall deploy its resources on all sites that are being implemented simultaneously for daily monitoring and reporting of progress on those sites as per the scope of work detailed above
- The TPA shall maintain proof of attendance of all personnel deputed at various sites. If at any time so required by Purchaser, during any stage of execution of work, during recording / checking / test checking of measurements of works and whenever so required by the Purchaser, the same should be available for inspection by Purchaser. The personnel(s) shall not look after any other work apart from those mentioned in the Scope of work of TPA
- Purchaser 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 Purchaser to be undesirable. Such person shall not be employed again at works site without the written permission of Purchaser and the persons so removed shall be replaced within two days by competent substitutes.

8.1.3.11 Timely Action by TPA

- TPA shall point out the defects in work of MSI/SI in time during progress of the work. TPA responsible for supervision of work shall without any loss of time submit a report of occurrence of any sub-standard work to the Purchaser.

- It is in scope of TPA to validate the works done including the change of routes, works done after implementation, corrective works, etc that has impact on the costing.

8.1.3.12 Works during O&M

It is in scope of the bidder to go through the scope of SIs during O&M of the project and it is in scope of TPA to assist TANFINET in providing technical recommendation for approval for all the works carried out by implementing agencies during O&M of the network. Some of them are listed below, but not limited to:

- TPA shall validate and recommend the works related to restoration due to road widening, theft/damages made due to other factors, etc.
- TPA shall validate if regular maintenance activities are carried out by implementing agencies.
- TPA shall validate the intentional/unintentional OFC cuts reported by implementing agencies and recommend the works related to restoration as per tender conditions.
- TPA shall validate the new pole requirement that may arise due during the project maintenance and recommend TANFINET on the works related to restoration.
- TPA shall ensure all network related parameters including the SLA, uptime, MTTR, power budget, loss, etc. are maintained as per the Tender or as per existing norms. TPA shall flag issues if there are deviation to network parameters.
- TPA shall validate works related to restoration that can occur due to pre-planned shifting of routes, etc.

- TPA shall devise multiple templates that are required during the O&M operations.
- TPA shall validate all the measurements books, SLA and other relevant parameters submitted by implementing agency and provide their recommendations the same to TANFINET.
- TPA shall monitor following activities and provide necessary validation reports.
 - Periodical Maintenance of the commissioned network.
 - Corrective actions made by implementing agencies.
 - Categorize the issues under scope of implementing agencies or other factor and recommend the same to TANFINET.
 - First line maintenance are carried out by implementing agencies properly.
 - Allocation of field patrolling teams by implementing agencies.
 - UPS and Battery maintenance as per existing RFP conditions or prevalent standards.
 - Network equipment maintenance of assets under each part.
 - OFC maintenance of assets under each part.
 - Fault restoration Services
 - 24x7 support at NOC by implementing agencies.
 - Audit of commissioned equipment at NOC and field.
 - Security audit of the network
 - Provide audit reports on quarterly basis against the quarterly basis for carrying out audit services
 - Validate the MIS report submitted by implementing agencies detailing number of faults attended, restoration completed, timeline for completion of faults, etc.

8.2 Payment Schedule

Part A: (Audit Services for BharatNet Last Mile Connectivity Project)

S. No	Activity/Task	Payment Milestone	Documentary Evidence
1	Award of Work	N.A	Copy of Award of Work
2	Mobilization Advance	10% of TPA cost during implementation for Part-A.	Specific request of Bidder and Against submission of BG from Nationalised Bank for 110% of Mobilization Advance. Such Advance shall carry an interest of 9% per annum. Interest shall be levied, if the 1st milestone (S.No.3) is not delivered within the scheduled time-frame.
3	Submission of certified Site Survey and BoQ after technical scrutiny of 25%, 50%, 75% and 100% of Project Cost respectively.	<p>5% of TPA cost during implementation for Part-A after technical scrutiny of 25% of Project Cost respectively.</p> <p>5% of TPA cost during implementation for Part-A after technical scrutiny of 50% of Project Cost respectively.</p> <p>5% of TPA cost during implementation for Part-A after technical scrutiny of 75% of Project Cost respectively.</p> <p>5% of TPA cost during implementation for Part-A after technical scrutiny of 100% of Project Cost respectively.</p>	Verified BoQ, GIS mapping of survey reports done by TPA

		(mobilization advance shall be adjusted) (Interest on Mobilization advance from date of payment, to the date of adjustment, shall be calculated and adjusted, if the 1 st Milestone is not delivered within the scheduled time-frame)	
4	Inspection, verification, certification of State NOC components (EMS end to end tested with OLTs and ONTs)	10% of TPA cost during implementation for Part-A	Certificate of AT of NOC components by TPA, documentary evidence of Material Inspection & verification of BoQ, Integration with NOC NMS done by TPA.
5	Verification of Supply of 50% of equipment required for the project at Warehouse.	5% of TPA cost during implementation for Part-A	Documentary evidence of Material Inspection and Certification done by TPA.
6	Verification of Supply of 100% of equipment required for the project at Warehouse.	5% of TPA cost during implementation for Part-A	Documentary evidence of Material Inspection and Certification done by TPA.
7	Certification for Installation, Commissioning & Integration of 25% OLTs supplied	5% of TPA cost during implementation for Part-A	Certificate of AT for equipment installed by TPA, verification of Measurement Books, Submission of ABDs, GIS Mapping, NMS Integration of the built network done

	through the project along with ONTs and EMS.		by TPA
8	Certification for Installation, Commissioning & Integration of 50% OLTs supplied through the project along with ONTs and EMS.	5% of TPA cost during implementation for Part-A	Certificate of AT for equipment installed by TPA, verification of Measurement Books, Submission of ABDs, GIS Mapping, NMS Integration of the built network done by TPA
9	Certification for Installation, Commissioning & Integration of 75% OLTs supplied through the project along with ONTs and EMS.	10% of TPA cost during implementation for Part-A	Certificate of AT for equipment installed by TPA, verification of Measurement Books, Submission of ABDs, GIS Mapping, NMS Integration of the built network done by TPA
10	Certification for Installation, Commissioning & Integration of 100% OLTs supplied through the project along with ONTs and EMS.	10% of TPA cost during implementation for Part-A	Certificate of AT for equipment installed by TPA, verification of Measurement Books, Submission of ABDs, GIS Mapping, NMS Integration of the built network done by TPA
11	Certification of 50% of UG works and end	10% of TPA cost during implementation for Part-A	Certificate of AT UG works, Measurement Books, Submission of ABDs, GIS

	to end testing.		Mapping, NMS Integration of the built network done by TPA
12	Certification of 100% of UG works and end to end testing.	10% of TPA cost during implementation for Part-A	Certificate of AT UG works, Measurement Books, Submission of ABDs, GIS Mapping, NMS Integration of the built network done by TPA
13	1 Year after go live	10% of TPA cost during implementation for Part-A	Documentary evidence of completion of the balanced work, if any done by TPA.
14	O&M of BharatNet Last Mile Connectivity	Quarterly lump-sum service charge on submission of SLA reports and Acceptance of the same by TANFINET and after levying of LD / Penalty if any as per terms and conditions of the Work Order / Tender document.	Certification of re-works done during every quarter to be submitted along with SLA reports done by TPA. All other necessary certifications done by TPA during the O&M of that particular quarter to be submitted. No other payment term is acceptable

Part B: (Audit Services during O&M of BharatNet Project)

- Quarterly lump-sum service charge on submission of SLA reports and Acceptance of the same by TANFINET and after levying of LD / Penalty if any as per terms and conditions of the Work Order / Tender document.
- Certification of re-works done during every quarter to be submitted along with SLA reports.
- All other necessary certifications done by TPA during the O&M of that particular quarter to be submitted.
- No other payment term is acceptable.

8.3 Stipulated Time Schedule and Penalties

Part A: Time schedule and Penalties are applicable to deliverables

S. No	Criteria	Description	Timeframe (From date of notification /Submission of report/ document from Agency/ TANFINET)	Penalty
1	Validation of Survey Reports	Technical Scrutiny of survey reports, design/ architectural document & GIS map submitted by MSI/SI including but not limited to checking and verification of: Route survey report, Site/PoP inspection report, Bill of Quantity (BoQ), HLD and LLD of the overall network architecture	Within 3 Days	No Penalty
			>3 Days	INR 500 per day per report/design, capped at INR 2000 per report/ design.
2	Inspection of material at Project Warehouse	Verification and validation of certificate issued by the supplier's QA agency for all the material received at the Project	Within 2 Days	No penalty

		Warehouse (including all active and passive infrastructure, radio, etc.) and update of the same in inventory management tool and Signing off on the material receipt.	>2 Days	INR 2000 per default capped at INR 5000 per default
3a	Inspection of OFC Laying	Inspection and verification of the Measurement Books on random basis (Measurement Book would include sections for Length, Depth, Method of trenching / Slinging; length of PLB used, length of Fibre used, Poles, Ground Clearance, etc. as defined in the MSI RFP) and verification of As Built Diagrams (ABDs) of all the routes and their mapping in GIS solution.	Within 3 Days	No Penalty
			> 3 Days	INR 1000 per default, capped at INR 5000 per default
3b	Inspection of OFC Laying	Inspection of the report generated by MSI and SI through OTDR for all the fiber layout. Also, the TPA will carry out random physical layout survey of the fiber in this section	Within 10 Days	No penalty
			>10 Days	INR 500 per default, capped at INR 5000 per default.

4a	Acceptance Testing and Commissioning of equipments at PoPs and end user location	<p>Acceptance Testing of the PoPs/Govt.Offices shall include the following activities:</p> <p>Physical verification of subsystems under one time Construction.</p> <p>Audit and safety of the subsystems</p> <p>Verification & Validation of LV cabling, earthing, routing an auxiliary power systems</p> <p>Physical Verification of installation of Electronic equipment at sites and the Configurations thereof to ensure that the active equipment are reflecting as ACTIVE in S-NOC</p>	Within 3 Days	No penalty
			>3 Days	INR 1000 per day per PoP, capped at INR 5000 per PoP
4b	Acceptance Testing And Commissioning of S-NOC	<p>Acceptance Testing of the S-NOC shall include but not limited to the following activities:</p> <p>Physical verification of subsystems under one time Construction.</p> <p>Audit and safety of the subsystems</p> <p>Verification & Validation of LV</p>		

		<p>cabling, earthing, routing and auxiliary power systems</p> <p>Physical Verification of installation of Electronic equipment and the Configurations thereof to ensure that the all the active equipment installed at different PoPs are able to connect to S- NOC and are discoverable on NMS installed and configured at S- NOC</p> <p>Commissioning of NOC with equipment as per scope of the Tender.</p>		
5a	Validation of Invoices submitted by Implementing Agency	Inspection, verification and validation of the invoice raised by MSI/SI against materials supplied, along with the required documents.	Within 10 Days	No penalty
			>10 Days	INR 1000 per invoice per day, capped at INR 5000 per invoice
5b	Validation of Invoices submitted by Implementing Agency	Inspection, verification and validation of the invoice raised by MSI and SI against the	Within 10 Days	No penalty

Tender Ref: NIT_TANFINET_020_LMC_O&M

		commissioning of the link/ service of a particular GP/ PoP	>10 Days	INR 500 per invoice per day, capped at INR 5000 per invoice
6a	Others	Validation of the all the documents to be used by MSI/ SI during project management, MIS reporting, invoicing templates, process flow chart etc as defined in the MSI/SI RFP.	Within 7 Days	No penalty
			>7 Days	INR 500 per invoice per day, capped at INR 5000 per invoice
6b		Validation of the short term look ahead project execution plans (for the work to be taken up by the MSI/SI in next 30 days) submitted by MSI/SI as defined in the MSI/SI RFP.	Within 3 Days	No penalty
			>3 Days	INR 500 per invoice per day, capped at INR 5000 per invoice
7	Replacement of Manpower	Replacement of Manpower	Within 7 Days	No penalty
			>7 Days	INR 1000 per day of Delay

Part B: Time schedule and Penalties are applicable to deliverables

S. No	Criteria	Description	Timeframe (From date of notification /Submission of report/ document from Agency/ TANFINET)	Penalty
1	Validation of Survey Reports (Restoration or additional works)	Technical Scrutiny of survey reports, design/ architectural document & GIS map submitted by MSI/SI including but not limited to checking and verification of: Route survey report, Site/PoP inspection report, Bill of Quantity (BoQ), HLD and LLD of the overall network architecture	Within 3 Days	No Penalty
			>3 Days	INR 500 per day per report/design, capped at INR 2000 per report/ design.
			>2 Days	INR 2000 per default capped at INR 5000 per default
2	Inspection of OFC Laying(Restoration or additional works)	Inspection and verification of the Measurement Books on random basis (Measurement Book would include sections for Length, Depth, Method of trenching / Slinging; length of	Within 3 Days	No Penalty

		PLB used, length of Fibre used, Poles, Ground Clearance, etc. as defined in the MSI RFP) and verification of As Built Diagrams (ABDs) of all the routes and their mapping in GIS solution.	> 3 Days	INR 1000 per default, capped at INR 5000 per default
3	Inspection of OFC Laying (Restoration or additional works)	Inspection of the report generated by MSI and SI through OTDR for all the fiber layout. Also, the TPA will carry out random physical layout survey of the fiber in this section	Within 10 Days	No penalty
			>10 Days	INR 500 per default, capped at INR 5000 per default.
4	Acceptance Testing after restoration work	Acceptance Testing of the restored network including the material used and accepting the service delivered as per original design.	Within 3 Days	No penalty
			>3 Days	INR 1000 per day per PoP, capped at INR 5000 per PoP
5	Validation of Invoices submitted by Implementing Agency	Physical Inspection at Site, verification and validation of the invoice raised by MSI/SI against materials supplied and restoration of new works carried along with the required documents.	Within 10 Days	No penalty
			>10 Days	INR 1000 per invoice per day, capped at INR 5000 per invoice
6	Others	Validation of the all the documents to be used by MSI/ SI during project management during	Within 7 Days	No penalty

		O&M, MIS reporting, invoicing templates, process flow chart etc as defined in the MSI/SI RFP.	>7 Days	INR 500 per invoice per day, capped at INR 5000 per invoice
7	SLA report validation	The quarterly SLA reports shall be submitted to TANFINET by the TPA within 30 days from the date of completion of the respective quarter.	Within 30 Days	No penalty
			>30 Days	Liquidated damage will be levied at the rate of 0.25% per day to the maximum of 10% of quarterly TPA Charges for the delay in submission of the SLA reports
			>7 Days	INR 1000 per day of Delay

If the agency does not improve on the services after the levying of the aforesaid penalty, TANFINET reserves the right to revoke all the Bank Guarantees submitted against the Security Deposit.

8.4 Manpower

Minimum requirement of **2 field engineers in each District and 3 qualified engineers at TANFINET is required.** However, successful bidder may assess the requirement and accordingly increase the manpower as per requirement.

Resources at Head Office:

- a) Deployed manpower should be graduate from Electrical/Electronics/Communications/Computer Science/IT in B.E or Diploma.
- b) Manager: Deployed manpower should have minimum 10+ year experience in managing projects of OFC/Networking etc.

c) Technical Expert: Deployed manpower should have minimum 7+ year experience in implementation or auditing or monitoring the OFC or network works.

d) Financial Expert: Deployed manpower should have minimum 7+ year experience in finance related areas of Telcom projects.

Resources at Field:

a) Deployed manpower should be graduate from Electrical/Electronics/Communications/Computer Science/IT in B.E or Diploma.

b) Deployed manpower should have minimum 1+ year experience in OFC works/Networking.

General:

- Successful Bidder should provide an Identity Card with passport size photograph duly signed by the Authorized Signatory of the Successful Bidder to all the manpower deployed in the project.
- Successful Bidder should disburse the salaries to all the manpower before 7th day of every month.
- All claims which are made by the manpower under medical grounds or compensation or otherwise in respect of any compensation payable to the manpower should be borne by the Successful Bidder.
- Manpower deployed by the Successful Bidder cannot claim any benefits from TANFINET/ Purchaser.

- Manpower deployed by the Successful Bidder should behave properly and any misbehaviour is reported, the person should be replaced immediately.
- Manpower deployed by the Successful Bidder should present on all working days. Substitute has to be arranged if the allotted manpower is on leave.
 - The Successful Bidder understands and agrees that the Successful Bidder shall be solely and entirely liable and responsible for the Compliance of all statutory provisions applicable to the manpower deployed like Minimum Wages Act, ESI, PF. TANFINET and/or the Purchaser shall not be liable or responsible in this regard.
 - In the event of any claim made against TANFINET and/or the Purchaser, the Successful Bidder hereby undertake to indemnify and to keep TANFINET and/or the Purchaser always indemnified against any such claims and/or expenses incurred by TANFINET and/or the Purchaser in respect of the manpower deployed by the Successful Bidder.

Annexure-1 Model Form of Contract

AGREEMENT

(To be executed on Rs.20/- Stamp Paper by the Successful Bidder)

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder of Tender for Selection of Third Party Agency (TPA) to provide audit services for Last Mile Connectivity Project and during O&M of BharatNet project. **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**)

This CONTRACT is entered into at Chennai on the..... day of 2023 between Tamil Nadu FibreNet Corporation, a Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act, 1956 and having its Registered office at 807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai-2 hereinafter referred to as "TANFINET" (which term shall mean and include its Successors and permitted assigns).
and

----- a company registered under the Companies Act 1956 and having its Registered office at ----- hereinafter referred to as the "Successful Bidder" (which term shall mean and include its successors and permitted assigns).

Whereas TANFINET on behalf of the Government of Tamil Nadu invited a Rate Contract tender vide Tender Ref. No.

NIT_TANFINET_020_TPA_LMC_O&M for **Selection of Third Party Agency (TPA) to provide audit services for Last Mile Connectivity Project and during O&M of BharatNet project** and the Successful Bidder were selected for the execution of work as per the tender document.

The scope of the tender covers

- Audit services for BharatNet Last Mile Connectivity (Part-A)
- Audit services for BharatNet Project during O&M and after Go-Live of the project (Part-B)

Whereas TANFINET and the Successful Bidder have discussed and arrived at the following terms and conditions:

- 1) This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of **3 Years**. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by TANFINET without compensation to the Successful Bidder. The contract may also be put to an end at any time by TANFINET upon giving seven days notice to the Successful Bidder. TANFINET may extend the contract, for a further period of one year or as may be agreed between the parties.
- 2) The Successful Bidder agrees that in the event of failure of 10% or more of the vital components of the equipment occurring during the first three year warranty period, TANFINET would

have a right to blacklist them for any procurement through TANFINET for a period of three years from that date.

- 3) The Successful Bidder agrees to provide services as per the specification and scope specified in the tender document (Tender Ref. No. **NIT_TANFINET_020_TPA_LMC_O&M**) within the stipulated period at an unit price of Rs..... (Rupees.....) plus applicable GST as detailed in Annexure – A to this Agreement to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any ground.
- 4) **Payment Schedule, Time Schedule, Penalty** as per the Tender Conditions.

5) **Termination of Contract**

5.1 Termination for default

- a) TANFINET may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the successful bidder, terminate the contract in whole or part,
- (i) if the successful bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TANFINET;
- or
- (ii) if the successful bidder fails to perform any of the obligation(s) under the contract;

or

(iii) if the successful bidder, in the judgement of TANFINET, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event of TANFINET terminating the Contract in whole or in part, TANFINET may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TANFINET for any additional costs for such similar goods. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

5.2 Termination for Insolvency

TANFINET may at any time terminate the Contract by giving written notice with a notice period of 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 TANFINET.

5.3 Termination for Convenience

TANFINET may by written notice, with a notice period of seven days sent to the successful bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TANFINET's 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.

6) TANFINET reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the successful bidder.

7) Arbitration Clause

- a. In case of any dispute in the Agreement, including interpretation if any on the clauses of the RFP or the Agreement, the parties shall first try to resolve the same amicably by mutual consultation. If the Parties fail to resolve the dispute by such mutual consultation within twenty one (21) days of reference of such dispute by one Party to the other, then such unresolved dispute/difference shall be referred to an Arbitral tribunal consisting of three (3) arbitrators, one to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators.
- b. The arbitral tribunal shall give reasoned and speaking award in respect of each dispute or difference referred to him. The award as foresaid shall be final conclusive and binding on all the parties of this contract in accordance with the law.
- c. The venue of the arbitration shall be at Chennai and the language of arbitration proceedings and that of all documents and communications between the parties shall be in English. The decision of the majority of the Arbitrators shall be final and binding on both the parties to the Arbitration subject to legal remedies available under the law.
- d. The provisions of the Arbitration and Conciliation Act 1996 and

any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

- e. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TANFINET and the Agency. However, the expenses for arbitration shall be borne by the parties themselves.

Jurisdiction of the Court

Any dispute arising out of non-fulfilment of any of the terms and conditions of this Tender/Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

	For and on behalf of Successful Bidder	For and on behalf of Tamil Nadu FibreNet Corporation
1) Witness		
2) Witness		

Part-A

Cost of Services as per the scope for providing the Auditing Services to BharatNet Last Mile Connectivity

SI. No	Part Code	Description	Unit Price without GST (in Rs)	Applicable GST per Unit (in %)	GST Value per unit (in Rs.) D*(E/100)	Total Unit Price Including GST (in Rs.)	Remarks
(A)	(B)	(C)	(D)	(E)	(F)	(G) = D + F	(H)
1							

Part-B

Cost of Services as per the scope for providing the Auditing Services to BharatNet Project during O&M and after Go-Live

SI. No	Part Code	Description	Unit Price without GST (in Rs)	Applicable GST per Unit (in %)	GST Value per unit (in Rs.) D*(E/100)	Total Unit Price Including GST (in Rs.)	Remarks
(A)	(B)	(C)	(D)	(E)	(F)	(G) = D + F	(H)
1							

Annexure-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The Managing Director,
Tamil Nadu FibreNet Corporation,
807, 5th floor, Chengalvaraya Naicker Maaligai,
Anna Salai,
Chennai – 600 002.

In consideration of the MD, TANFINET Corporation Limited (hereinafter called 'TANFINET') having agreed to exempt (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an LoA/Agreement/Advance Purchase Order No dated _____ made between TANFINET and the contractor on _____ for the (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of all the terms and conditions contained in the said Bid Document / Agreement, on production of the bank guarantee for Rs. (Rupeesonly)

- We, (name of the bank) (hereinafter refer to as "the bank") at the request of (contractor(s)) do hereby undertake to pay to the TANFINET an amount not exceeding Rs.....(Rupees.....Only) against any loss or damage caused to or suffered or would be caused to or suffered by TANFINET by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

- We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the TANFINET by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of TANFINET in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly).
- We undertake to pay to the TANFINET any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
- We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the TANFINET under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till TANFINET certifies that the terms and conditions of the said Agreement have been fully or

properly carried out by the said contractor(s) and accordingly discharges this guarantee.

- Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _____ (Maximum period - as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
- We (name of the bank) further agree with the TANFINET that the TANFINET 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 by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TANFINET against the said Contractor(s) and to forbear or 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 such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the TANFINET or any indulgence by the TANFINET to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- We (name of the bank) lastly undertake not to revoke this guarantee

during its currency except with the previous consent of the TANFINET in writing.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

To

The Managing Director

Tamil Nadu FibreNet Corporation (TANFINET)
807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai,
Anna Salai, Chennai-2

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of The Managing Director, Tamil Nadu FibreNet Corporation, a Government of Tamilnadu

undertaking, 807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai-2 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as " Third Party Audit Agency (TPA)") against Letter of Acceptance reference _____ dated __/__/____ of M/s. Tamil Nadu FibreNet Corporation. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force upto ____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the _____ successful bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the successful bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the successful bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the successful bidder up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the

successful bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs._____/ - (Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

1.

2.

Annexure-3 Format for Clarifications / Amendments

**FORMAT FOR QUERIES ON TENDER CONDITIONS AND
TECHNICAL SPECIFICATIONS**

FOR COMMERCIAL CONDITIONS:

S. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR TECHNICAL SPECIFICATIONS:

S.No.	Page No.	Product Code	Item Name	Existing Specification as per Tender Document	Technical Parameter as per Tender Document	Amendment requested	Reasons for requesting the amendment

Annexure - 4 Technical Bid

4.1 Check-list for Enclosures

Document to be submitted		Fill (Yes/No)
1.	Filled Tender Bid Forms for Technical Bid and Price Bid	
2.	Payment of portal charges and EMD amount	
3	Submission of Tender in Two Part Bid	
4	Submission of Letter of Authorisation	
5	Submission of Undertaking Letter in the Letter Head of the Bidder signed and stamped by the Authorised Signatory	
6	Submission of Manufacturer's Authorisation	
7	Bidder's covering letter in the Letter head signed and stamped by the Authorised Signatory	
Eligibility Criteria		
1	The Bidder should be a company registered in India under the Companies Act, 1956 / 2013, as amended from time to time, and should be in operation at least for the last 5 years as on the date of bid submission.	
2	The Bidder should have an average annual turnover of at least Rs. 100 Crores in the last three (3) audited financial years (2019-20, 2020-21, 2021-22).	
3	<p>Part – A: The Bidder should have experience in Laying or Auditing of at least 75 Km (Route Length) of Underground OFC in India in the last five years in maximum of three projects</p> <p>Part – B: The Bidder should have experience in Laying or Auditing of at least 13000 Km (Route Length) of Underground or Overhead OFC in India in the last five</p>	

	years in maximum of three projects.	
4	<p>Part – A: The Bidder should have experience in Installing or Auditing at least 1000 Nos of GPON OLTs in India in the last five years in maximum of three projects.</p> <p>Part – B: The Bidder should have experience in Installing or Auditing of at least 1000 Nos of IP-MPLS routers in India in the last five years in maximum of three projects.</p>	
5	<p>Part – A: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, BNG, CGNAT, DDI, etc at NOC of a Telecom Network, PSU or Private or Enterprise network.</p> <p>Part – B: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, Spine, Leaf Switch, NMS, etc at NOC of a Telecom Network, PSU or Private network.</p>	
6	The Bidder should have at least 150 qualified personnel, out of which at least 50 should be Graduate Engineers, in India having technical / managerial capability as on the date of submission.	
7	<p>The bidder should have at least the indicated number of professionals having minimum experience of 3 years in the following areas:</p> <ul style="list-style-type: none"> • Optical Fibre Cable (OFC) laying and/or testing – 05 employees • IT / ICT Infra / Transmission Equipment Installation and testing - 05 employees • Network Operations Centre and NMS, EMS implementation – 05 Employees • Network Design -02 Employees 	
8	The bidder should not be a PMC / MSI/ SI for implementation of BharatNet Phase II in the State of Tamil Nadu.	

	The bidder should not be a PMC / SI / LMA for implementation of BharatNet Last Mile Connectivity in the State of Tamil Nadu.	
9	The Bidder should have a project office in Tamil Nadu. However, if the local presence is not there, the selected bidder should give an undertaking for establishment of project office within one month of award of contract.	
10	Bidder should have valid ISO 9001:2008 certification	
11	Bidders who have failed to perform in the earlier contract with TANFINET or with any other Government organisation or the bidders whose Earnest Money Deposit/ Security Deposit has been forfeited for failure to perform the contract, are not eligible to apply for the tender if the forfeiture had happened within the last three years period. The date of computation is with reference to the date of opening of this tender.	

Note: Please ensure all the relevant boxes are marked Yes/No against each column.

4.2 Profile of the Company

1.	Name of the Company	
2.	Year of incorporation (Enclose Incorporation Certificate)	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
5.	Local presence at Chennai	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
6.	List of Branch Offices	
7.	Registration Details	
	Permanent Account Number	
	GST Registration Number	
8.	Banker's Name, Banker's Address and Account Number	
	ESI Registration No. and ESI Remittance details for last 2 years	
	PF Registration No. and PF Remittance details for last 2 years	

Important Note:

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

4.3 Details in support of Eligibility Criteria

No.	Eligibility Conditions	Documentary Proof to be submitted
1.	The Bidder should be a company registered in India under the Companies Act, 1956 / 2013, as amended from time to time, and should be in operation at least for the last 5 years as on the date of bid submission.	g) Copy of valid Certificate of Incorporation from Registrar of Companies along with Memorandum and Articles of Association h) Copy of Annual Returns filed by the i) Company with the Registrar of Companies j) Copy of Corporate Identification Number (CIN) k) Copy of PAN, TAN and TIN Numbers l) Copy of GST Registration
2.	The Bidder should have an average annual turnover of at least Rs. 100 Crores in the last three (3) audited financial years (2019-20, 2020-21, 2021-22).	Copy of the audited financial statements for the financial years duly certified by the Statutory Auditors (FY 2019-20, FY 2020-21, FY 2021-22) to be submitted. Certificate from the Statutory Auditor / Company Secretary on turnover details for the last three (3) financial years (FY 2019-20, FY 2020-21, FY 2021-22).
3.	Part – A: The Bidder should have experience in Laying or Auditing of at least 75 Km (Route Length) of Underground OFC in India in the last five years in maximum of three projects Part – B: The Bidder should have experience in Laying or Auditing of at least 13000 Km (Route Length) of	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.

No.	Eligibility Conditions	Documentary Proof to be submitted
	Underground or Overhead OFC in India in the last five years in maximum of three projects.	
4.	<p>Part – A: The Bidder should have experience in Installing or Auditing at least 1000 Nos of GPON OLTs in India in the last five years in maximum of three projects.</p> <p>Part – B: The Bidder should have experience in Installing or Auditing of at least 1000 Nos of IP-MPLS routers in India in the last five years in maximum of three projects.</p>	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.
5.	<p>Part – A: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, BNG, CGNAT, DDI, etc at NOC of a Telecom Network, PSU or Private or Enterprise network.</p> <p>Part – B: The Bidder should have experience in Installing or Auditing equipment like Core router, Firewall, Spine, Leaf Switch, NMS, etc at NOC of a Telecom Network, PSU or Private network.</p>	Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order OR Contract clearly highlighting the scope of work, Bill of Material and value of the contract/ order.
6.	The Bidder should have at least 150 qualified personnel, out of which at least 50 should be Graduate Engineers, in India having technical / managerial capability as on the date of submission.	Certificate from Human Resources of the Bidder along with list of employees, qualification, eligible under this clause

No.	Eligibility Conditions	Documentary Proof to be submitted
7.	<p>The bidder should have at least the indicated number of professionals having minimum experience of 3 years in the following areas:</p> <ul style="list-style-type: none"> • Optical Fibre Cable (OFC) laying and/or testing – 05 employees • IT / ICT Infra / Transmission Equipment Installation and testing - 05 employees • Network Operations Centre and NMS, EMS implementation – 05 Employees • Network Design -02 Employees 	<p>Certificate from Human Resources of the Bidder along with list of employees, qualification and experience, eligible under this clause</p> <p>Or</p> <p>Undertaking that he shall employ the required resources within a period of Two weeks from the date of appointment</p>
8.	<p>The bidder should not be a PMC / MSI/ SI for implementation of BharatNet Phase II in the State of Tamil Nadu.</p> <p>The bidder should not be a PMC / SI / LMA for implementation of BharatNet Last Mile Connectivity in the State of Tamil Nadu.</p>	<p>Self-certification duly signed by authorised signatory on company letterhead.</p>
9.	<p>The Bidder should have a project office in Tamil Nadu. However, if the local presence is not there, the selected bidder should give an undertaking for establishment of project office within one month of award of contract.</p>	<p>Self-certification duly signed by authorised signatory on company letterhead</p>
10.	<p>Bidder should have valid ISO 9001:2008 certification</p>	<p>Should produce copies of ISO certificate valid as on the date of tender opening.</p>

No.	Eligibility Conditions	Documentary Proof to be submitted
11.	Bidders who have failed to perform in the earlier contract with TANFINET or with any other Government organisation or the bidders whose Earnest Money Deposit/ Security Deposit has been forfeited for failure to perform the contract, are not eligible to apply for the tender if the forfeiture had happened within the last three years period. The date of computation is with reference to the date of opening of this tender.	Undertaking letter from the bidder stating that the bidder did not fail to perform or did not forfeit EMD/SD within the last 3 years.

4.4 Declaration

I/We agree that the offer shall remain open for acceptance for a minimum period stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to TANFINET should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TANFINET and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.



**Tamil Nadu FibreNet
Corporation
(TANFINET)**

**Rate
Contract
Tender**

Price BID

**Tender for Selection of Third
Party Agency (TPA) to
provide audit services for
Last Mile Connectivity
Project and during O&M of
BharatNet project**

NIT_TANFINET_020_TPA_LMC_O&M

Annexure 5. PRICE BID

1. The price should be quoted inclusive of all expenses (Including out of pocket expenses etc.) and net of all taxes.
2. The rates indicated in the tables are firm and are not subject to enhancement during the contract period.
3. Bid calls for Selection of Third-Party Agency (TPA) to provide audit services for Last Mile Connectivity Project and during O&M of BharatNet project under two parts (Part-A & Part-B).
6. Bidder should quote for all line items in Part and Partial bid is not allowed in that Part and liable for rejection.
- 7. Bidder has the flexibility to quote in either one part or in both parts.**
8. In cases of discrepancy between the cost quoted in Words and in Figures, the rates indicated by words will be considered. The determination of the lowest evaluated price shall be as per the Tamil Nadu Transparency in Tenders Act 1998 and the Rules thereon.
9. Total value considered for L1 Calculation would be based on price quoted for all the line items including GST.
- 10. L1 calculation will be done for each part separately and L1 bidder will be declared for each Part separately.**

5.1 Part – A: Audit Services for Last Mile Connectivity Project during implementation and O&M

SI. No	Item Code	Item Description	Qty	Unit Price without GST (in Rs)	GST applicable (in %)	Total Price without GST (in Rs)	Total GST Value (in Rs.)	Total Unit Price Including GST (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G) = D*E	(H) = G*(F/100)	(I) = G + H
1	NIT_020_TPA_LMC_01	TPA cost for Implementation of BharatNet LMC (Lump sum)	1					
2	NIT_020_TPA_LMC_02	TPA cost for O&M of BharatNet LMC per Quarter	12					
Total (in Figures) L1 Value = Sum of Column I.								
Total (in Words)								

Note:

- Value considered for L1 calculation = Sum of Column I.
- O&M work orders would be issued quarter wise either lot or block wise as per LMC scope.

5.2 Part – B: Audit Services during O&M of BharatNet Project

SI.No	Item Code	Item Description	Qty	Unit Price without GST (in Rs)	GST applicable (in %)	Total Price without GST (in Rs)	Total GST Value (in Rs.)	Total Unit Price Including GST (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G) = D*E	(H) = G*(F/100)	(I) = G + H
1	NIT_020_TPA_BharatNet_O&M	TPA cost for O&M of BharatNet per Quarter	12					
Total (in Figures) L1 Value = Sum of Column I.								
Total (in Words)								

Note:

- Value considered for L1 calculation = Sum of Column I.
- Lumpsum cost is discovered per quarter for 388 Blocks. Block wise work orders would be issued for every quarter.