

## **REVISED**

**No.P-11014/13/08-PP  
Government of India  
Ministry of Communications and IT  
Department of Telecom  
Sanchar Bhavan, 20 Ashoka Road,  
New Delhi.**

### **Request for Proposal (RFP) for Selection of Agency for Conducting e-Auction of Spectrum in 2.1 GHz, 2.3 GHz and 2.5GHz Bands.**

#### **1.1 Introduction**

Bidders are invited to submit applications for selection of Agency to conduct the e-auction of spectrum for 3G and BWA services in 22 telecom service areas (Annexure I) in India in two parts viz. Technical (Annexure IIA) and Commercial (Annexure IIB) as per enclosed proforma. Both technical and commercial bids separately sealed and complete in all respect, should be submitted in a third sealed cover to Wireless Adviser to Government of India, Sanchar Bhawan, 20 Ashoka Road, New Delhi –110 001 by 14.30 hrs. on 25<sup>th</sup> September 2008.

#### **1.2 Policy Guidelines for Auction of Spectrum**

Detailed policy guidelines relating to auction of spectrum for 3G and BWA services along with its latest amendments are available at [www.dot.gov.in](http://www.dot.gov.in)

#### **1.3 Eligibility Criteria for the Company to act as selection agency for conducting e-auction:**

##### **1.3.1 The bidder is defined as a company registered under the Indian Companies Act, 1956 or a foreign company incorporated in a country outside India or a joint venture of such companies or a consortium of such companies.**

A consortium will be a group of companies having a lead partner wherein each partner of the consortium is jointly and severally responsible/liable for the bid and the performance of the contract and this liability has been formalised and secured through an MOU. The bid shall be submitted by the lead partner of the consortium as per the guidelines along with a copy of the MOU(s).

##### **1.3.2 The bidder shall submit its application in duplicate in the prescribed application form.**

##### **1.3.3 The bidder shall pay a **non-refundable** application fee of Indian **Rs 50,000/- payable to Pay and Accounts Officer, DOT, New Delhi.****

##### **1.3.4 The bidder shall not have any equity directly in any **telecom or internet** service provider in India. Similarly, any telecom or internet service provider **shall** not have direct equity in the bidder. Further the bidder shall not have substantial equity in any telecom or internet service provider in India or vice versa. For this purpose, substantial equity is defined as more than 10% of the equity.**

- 1.3.5 Bidder shall declare its Indian and foreign equity holdings (both direct and indirect).
- 1.3.6 The bidder shall have a minimum paid up capital of Rs **2.5** Crores or equivalent on the date of application.
- 1.3.7 The bidder and its substantial equity holders in the bidder company (or the lead partner in case of consortium) shall have a combined net worth of at least **Rs. 10 crores or equivalent**. The substantial equity holders shall be those who have at least 10% or more equity stake in the total equity of the bidder company. This information should be duly authenticated under the law
- 1.3.8 The bidder having conducted simultaneous, controlled, ascending e-auctions of spectrum or telecom licences in the last five (5) years may be given preference.
- 1.4 **Earnest Money**: All bidders shall have to deposit a **Bank Guarantee** of Rs. 10 lacs from a scheduled commercial bank as earnest money along with their application. The proforma of Bank Guarantee is enclosed as Annexure IV

## **1.5 Scope of Work**

- 1.5.1 To conduct auction of
- (i) spectrum blocks in 2.1 GHz band and 800 MHz band for EVDO as determined by Department of Telecommunications (DOT), Government of India, telecom service area-wise, as per detailed guidelines issued by the Department of Telecommunications **on 1<sup>st</sup> August 2008** for 3G services and as amended from time to time.
  - (ii) spectrum blocks in 2.3 and 2.5 GHz band as determined by Department of Telecommunications, Government of India, telecom service area-wise, as per detailed guidelines issued by the Department of Telecommunications **on 1<sup>st</sup> August 2008** for BWA services and as amended from time to time.
- 1.5.2 The functions of the selected agency shall be :-
- (a) to design,, structure and implement the overall process of e-auction on a controlled, simultaneous, ascending basis, including the e-aspects in consultation with Government of India (GOI), so that the following objectives are met:-
    - (i) ensuring a transparent and fair auction and selection process
    - (ii) optimising revenue received
    - (iii) promoting growth of telecom services

(This may involve continuous interactions with the inter-ministerial committee set up for this purpose by the GOI.)
  - (b) to advise on setting the rules for the bidding process
  - (c) to prepare bid documents for e-auction.
  - (d) to develop an optimum auction plan, telecom service area wise, taking into account the availability of spectrum and the competition characteristics.
  - (e) to create appropriate market interest and excitement both in India and abroad.

- (f) to advise and incorporate on the safeguards in the e-auction system to ensure the security of the entire process.
- (g) to conduct the e-auction of spectrum for 3G and BWA services in 22 Telecom service areas as per decisions of the GOI.
- (h) to document the entire process of e-auction of spectrum.
- (i) to provide all other incidental services till the completion of the process and selection of the successful bidder(s).

## **1.6 Regulatory and Commercial Conditions/Requirements**

- 1.6.1 For interpretation of any clause of this RFP, the decision of DOT would be final and binding on the bidder.
- 1.6.2 The bidder and all its substantial equity holders, consortium and all its members would be jointly and severally responsible for conducting e-auction of spectrum for 3G/BWA services.
- 1.6.3 The first simultaneous, ascending e-auction of spectrum in all the 22 telecom service areas would be conducted **within three months** from the signing of contract. Thereafter, auctions would be conducted from time to time within a period of one (1) year as per need and depending upon the availability of spectrum in different telecom service areas.

## **1.7 Procedure for Submission of Bids**

- 1.7.1 The bid shall be evaluated in 3 stages viz. eligibility, technical and financial. The bid therefore, shall comprise of the following documents:
  - (a) A covering letter in duplicate detailing the eligibility criteria as mentioned in Para 1.3 above along with supporting documents, Application Fee as per para 1.3.3 and Earnest Money as specified in para 1.4 above.
  - (b) Technical bid in duplicate as per Annexure II A of this RFP sealed in a separate envelope and complete in all respects with supporting documents and clearly marked as “**Technical Bid**” on the envelope.
  - (c) Financial bid in duplicate as per Annexure II B of this RFP sealed in a separate envelope and complete in all respects and clearly marked as “**Financial Bid**” on the envelope.

All the above three documents shall be kept in a sealed cover and clearly marked “**Bid for Selection of Agency for e-auction of spectrum for 3G and BWA services**”.

- 1.7.2 In its **financial bid**, the bidder shall quote its fee as a percentage of revenue realised from auction minus the reserve price as mentioned in para 5 of the 3G guidelines dated

1<sup>st</sup> August 2008. For the sake of clarity, the payment to be made to the successful bidder (Auctioneer) after completion of successful auction as acceptable to GOI in 22 service areas of phase I shall be governed by the following formula.

$$\sum_{i=1}^{22} \text{Approved bid of selected bidder} \times (H_i - RP_i)$$

Where,

**Approved bid** means the percentage of revenue realised from auction minus the reserve price finally accepted by the DOT against this bid,

**H<sub>i</sub>** is highest bid received and accepted by the GOI of respective service area i,

**RP<sub>i</sub>** is the reserve price of the respective service area i,

22 is the no. of service areas

It is clarified that this quoted fee covers the fee for conducting both 3G and BWA spectrum auctions.

### **1.8 Time Schedule and Clarification on RFP Document, Pre-bid Conference and Submission of Offer**

- 1.8.1 Any bidder interested in being selected to conduct the 3G as well as BWA spectrum auctions should respond to this RFP as per **Calender of Events** enclosed at **Annexure III** to this RFP to the Wireless Advisor to the Government of India, **Department of Telecommunications, Sanchar Bhawan, 20 Ashoka Road, New Delhi.**
- 1.8.2 A **pre-bid conference** was held on 8th September 2008 in Sanchar Bhavan, New Delhi with prospective bidders. Based on the feed back received, responses to the clarifications sought have been incorporated in this RFP.
- 1.8.3 The bidders meeting the eligibility criteria shall be required to make presentation in turn before the **Evaluation Committee from 10.00 AM onwards on 29<sup>th</sup> September 2008** in the Committee Room, Second Floor, Sanchar Bahvan, 20, Ashoka Road, New Delhi as per the time assigned to them. The technical and financial bids of all those bidders who do not meet the eligibility criteria shall be returned in unopened condition. The successful eligible bidder(s) shall be intimated through FAX and/or e-mail. Their name(s) shall also be posted on the DOT's website [www.dot.gov.in](http://www.dot.gov.in).
- 1.8.4 The time schedule for other activities shall be as per **Annexure III.**

### **1.9 Selection Criteria**

- 1.9.1 All bidders shall submit documentary proof in support of meeting eligibility criteria as laid down in para 1.3 as a part of their technical bid in the prescribed format. Selection of the bidder(s) will be based on technical and financial evaluation of the bid. The evaluation will be in two stages, technical and financial. All applicants that meet the eligibility criteria will have to make a **presentation** before the **Evaluation Committee** constituted by the Government of India, clearly demonstrating their experience and capacity to conduct the auction. After the presentation, the technical bids of all eligible bidders shall be opened on the same day before the bidders or their authorised representative. Financial bid(s) shall be opened for only those bidders who are short listed after the evaluation of technical bids. All eligible bidders shall be invited to send

their representative at the time of the opening of the technical bids. Only bidders short listed on the basis of technical evaluation will be invited to send their representatives for the opening of the financial bid. The financial bids of those bidders who are technically not qualified shall be returned in unopened condition.

1.9.2 The weightage for different parameters in the **technical bid** will be as follows.

Weightage

- A. **Total value of the auctions conducted in the last three (3) years - 20%**
- B. **Total value of e-auctions conducted in the last three (3) years - 10%**
- C. **Total number of e-auctions conducted in the last three (3) years – 20%**
- D. **Total value of telecom related auctions in the last three (3) years – 20%**
- E. **e- security aspects in design and conduct of the auction - 10%**
- F. **Ownership of domain and e-auction related software - 10%**
- G. **Design of auction process and development of bid documents - 10%**

1.9.3 Only those bidders scoring 70% and above on the criteria mentioned in para 1.8.2 will be declared technically qualified and only their financial bids will be opened for further evaluation. The financial bids of the remaining bidders shall be returned in unopened condition. The successful eligible and technically qualified bidder(s) shall be intimated through FAX and /or e-mail Their name(s) shall also be posted on the DOT's website [www.dot.gov.in](http://www.dot.gov.in).

1.9.4 The final selection will be made on the basis of the combined score in technical and financial criteria. For this purpose a weightage of 80% and 20% will be assigned to financial and technical criteria respectively. The lowest financial bid will be assigned the full weightage and the rest will be proportionately given lower weightages as per the formulae **(Lowest price /Quoted price) x 80%**. The weighted scores of technical and financial criteria will be added up and the bidder with the highest combined score will be declared successful.

1.9.5 In situations where lowest quoted rate (L1) of two or more technically qualified bidders are the same, a fresh round of financial bids from such bidders shall be called. The bidder with the lowest valid offer among these shall be selected.

#### **1.10.1 Fees**

1.10.1 The successful bidder would be paid the fee determined as per para 1.7.2 above. Payment shall be made for actual auctions conducted. No other payment shall be made for any charge or expenditure.

In case DOT identifies more number of blocks in the spectrum in a particular service area subsequent to the completion of e-auction process of that area, the Government may ask the successful bidder (Auctioneer) to again conduct the e-auction of this area within the currency of the contract. This will be construed as new auction and the

successful bidder shall be paid additionally in the manner as defined in para 1.7.2 above.

1.10.2 **Drop dead fee :** A lump sum drop dead fee of Rs 2.5 lakhs per service area will be paid to the successful bidder (Auctioneer) in the following cases:

- a) the Government abandons the auction at any stage after award of the contract to the auctioneer in one or more or all of the service areas.
- b) the highest bid received is above the reserve price but not acceptable to the Government.
- c) the highest bidder in the auction of 3G and BWA spectrum, after acceptance of the offer by the Government, fails to pay the bid amount arising from the auction process.

In case of option (a) above, the total drop dead fee will be limited to a maximum of Rs. 10 lakh only.

1.10.4 In case no bid is received in any service area or the highest bid received is not above the Reserve Price, no fee shall be payable to the Auctioneer.

#### 1.11 **Payment:**

The payment to the successful bidder (Auctioneer) as per the provisions of para 1.7.2 shall be made within a period of one (1) month from the date of receipt of first instalment of 25%. It may be noted that the payment to the successful bidder will be made in Indian Rupees (INR) only

#### 1.12 **DOT's Rights in respect of RFP/Auction**

1.12.1 DOT reserves the right to accept or reject any bid without assigning any reason.

1.12.2 DOT reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the DOT, it is necessary or expedient to do so in public interest or interest of the security of the State or for proper conduct of the e-auction. The decision of the DOT shall be final and binding in this regard.

1.12.3 DOT reserves the right to suspend the e-auction, cancel the contract with the selected party in part or in whole at any time if in the opinion of the DOT it is necessary or expedient in the public interest.

1.12.4 The decision of the DOT shall be final and binding in this regard. Also DOT shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

1.12.5 The selected party will work under the directions and guidance of a Standing Committee to be set up by the Department of Telecommunications, Government of India.

#### 1.13 **Performance Bank Guarantee**

1.13.1 The successful company shall submit a Performance Bank Guarantee in prescribed format for an amount of Rs. 50 lakh before signing a contract/agreement for conducting the e-auction. On satisfactory completion of auction, this PBG shall be released. The proforma of PBG is enclosed at Annexure V.

#### **1.14 Security Conditions**

- 1.14.1 The company shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secure and protected.
- 1.14.2 The company shall ensure that adequate safeguards are built into the e-auction system.

#### **1.15 Force- Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Secretary, Department of Telecom as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### **1.16 Arbitration**

- (a) In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Secretary, DOT(hereinafter referred to as the said officer) and if the Secretary, DOT is unable or unwilling to act as such, than to the sole arbitration of some other person appointment by the Secretary, DOT. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory medication or r-enactment thereof of any rules made thereof.
- (b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act,1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- (c) The venue of the arbitration proceeding shall be the office of Secretary, DOT or such other place as the arbitrator may decide.
- (d) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

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**ANNEXURE-I****SERVICE AREA (TELECOM CIRCLES/ METROS) AND THE AREAS COVERED BY THEM FOR THE PURPOSE OF THIS LICENCE**

<b>Sl. No.</b>	<b>Name of Telecom Circle/ Metro Service Area</b>	<b>Areas covered</b>	<b>Category</b>
01.	West Bengal	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.	B
02.	Andhra Pradesh	Entire area falling within the State of Andhra Pradesh.	A
03.	Assam	Entire area falling within the State of Assam.	C
04.	Bihar	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25 <sup>th</sup> August, 2000.	C
05.	Gujarat	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).	A
06.	Haryana	Entire area falling within the State of Haryana except Pachkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.	B
07.	Himachal Pradesh	Entire area falling within the State of Himachal Pradesh	C
08.	Jammu & Kashmir	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.	C
09.	Karnataka	Entire area falling within the State of Karnataka	A
10.	Kerala	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.	B
11.	Madhya Pradesh	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25 <sup>th</sup> August, 2000.	B
12.	Maharashtra	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.	A
13.	North East	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.	C
14.	Orissa	Entire area falling within the State of Orissa.	C
15.	Punjab	Entire area falling within the State of Punjab and Union territory of Chandigarh and and Panchkula Town of Haryana.	B
16.	Rajasthan	Entire area falling within the State of Rajasthan.	B

17.	Tamilnadu	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery including Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges	A
18.	Uttar Pradesh-West	Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh : Pilibhit, Bareilly, Badaun, Etah, Mainpuri and Etawah. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 <sup>th</sup> August, 2000.	B
19.	Uttar Pradesh – East	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh : Shahjahanpur, Farrukhabad, Kanpur and Jalaun.	B
20.	Delhi	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges	Metro
21.	Kolkata	Local Areas served by Calcutta Telephones.	Metro
22.	Mumbai	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges	Metro

**NOTE:**

1. Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.
2. The definition of Local areas of exchanges will be as applicable to the existing cellular operators, i.e. at the time of grant of cellular Licences in Metro cities.
3. The definition of local areas with regard to the above service area as applicable to this Licence is as per definition applicable to Cellular Mobile Service Licences as in the year 1994 & 1995, when those Licences were granted to them. This is in accordance with respective Gazette Notification for such local areas wherever issued and as per the statutory definition under Rule 2 (w) Indian Telephones Rules, 1951, as it stood during the year 1994/1995 where no specific Gazette Notification has been issued.

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**Proforma for Technical Bid**

GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY  
DEPARTMENT OF TELECOMMUNICATIONS  
SANCHAR BHAWAN, 20 ASHOKA ROAD, NEW DELHI-110 001.

1. Name of Bidder : \_\_\_\_\_  
(Lead partner in case of consortium)  
\_\_\_\_\_
  
2. Complete postal address  
with Telephone/FAX Nos./E-Mail  
i) Corporate Office \_\_\_\_\_  
\_\_\_\_\_
  
- ii) Registered Office in India \_\_\_\_\_  
\_\_\_\_\_
  
3. Address for correspondence with \_\_\_\_\_  
Telephone/FAX Nos./E-mail \_\_\_\_\_  
\_\_\_\_\_
  
4. Name of Authorised contact \_\_\_\_\_  
person, his designation, address and Telephone/FAX Nos./Email
  
5. Certified copy of Certificate of Registration along with  
Articles of Association and Memorandum of Understanding.  
**(Lead partner in case of consortium)**

(Company Secretary to certify the copy)

6. (a) Details of substantial equity holders (duly authenticated under the law):

**(Lead partner and all its members in case of consortium)**

S.No.	Name of Shareholder	Indian/ Foreign	Equity %age.	Networth
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7. Paid up capital (duly authenticated under the law):

**(Lead partner in case of consortium)**

8. Certified copy of Agreement between the Indian company and foreign partner(s), if any

**(In case of consortium, copy(s) of the MOU(s) entered between the lead partner and all its members shall be enclosed).**

9. Power of Attorney by Resolution of Board of Directors that the person signing the application is authorized signatory.

10. The bidder shall not have any equity directly in any **telecom or internet** service provider in India. Similarly, any telecom or internet service provider **shall** not have direct equity in the bidder. Further the bidder shall not have substantial equity in any telecom or internet service provider in India or vice versa. For this purpose, substantial equity is defined as more than 10% of the equity. **(In case of consortium, the certificate shall be given by the lead member and each of its partners).( Such certificate to be given by the Company Secretary).**

11. **Self certification along with details of e-auctions conducted in the last five (5) years ((In case of consortium, these details shall be submitted in respect of the lead member and all its partners ).**

12. **Self certification along with details of conducting simultaneous ascending e-auctions of spectrum or telecom licences conducted in the last five (5) years (In case of consortium, these details shall be submitted in respect of the lead member and all its partners ).**

13. Please indicate details and strength of bidder Co. in respect of following:

- A. Total value of the auctions conducted in the last three (3) years**
- B. Total value of e-auctions conducted in the last three (3) years**
- C. Total number of e-auctions conducted in the last three (3) years**
- D. Total value of telecom related auctions in the last three (3) years**
- E. e- security aspects in design and conduct of the auction**
- F. Ownership of domain and e-auction related software  
(also indicate the year of ownership)**
- G. Design of auction process and development of bid documents**

The above details shall be given year wise alongwith the name of clients in the form of self certification alongwith the details as applicable. (In case of consortium, these details shall be submitted in respect of the lead member and all its partners shall be enclosed).

**Certificates/Undertaking:**

- A. I hereby certify that I have carefully read the terms and conditions of the Request for Proposal document for selection of agency for conducting e-auction of spectrum for 3G and BWA. I undertake to fully comply with the terms and conditions therein.
- B. I understand that this application if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the application fee shall be summarily rejected.
- D. I understand that application fee is non-refundable irrespective of any reason whatsoever.
- E. I undertake to sign the contract, within the prescribed time notified to me failing which my application shall be taken as rejected and application fee forfeited.
- F. I understand that all matters relating to the proposal and or contract, if awarded to me, will be subject to jurisdiction of courts/Tribunal(s) in Delhi/New Delhi only.
- G. I understand that if at any time, any averments made or information furnished in my proposal is found incorrect, then my application and the contract, if awarded, on the basis of such application, shall be cancelled.

Date

Place.

Signature and name of the

Authorised Signatory

(Company's Seal)

**Proforma for Financial Bid**

1. Name and Address of the Bidder :
2. Name :
3. Address:
4. Telephone No.
5. Fax. No.
6. E-Mail Address:
7. Quoted Fee

Percentage (%) Fee as per para 1.7.2 of RFP (Uniform % for all the 22 service area):

Note - The quoted percentage fee shall be inclusive of all statutory levies and taxes as applicable on the date of submission of the bid. It may also be noted that no variation in fee shall be permitted during the currency of the contract.

**Signature of the authorized signatory of the bidder company**

For and on behalf of (Name of the Company)

**Calendar of Events**

<b>S.No.</b>	<b>Activity</b>	<b>Date</b>
1.	Submission of bid containing the covering letter, technical and financial offer	14.00 hrs on 25 <sup>th</sup> September 2008
2.	Opening of covering letter and selection of bidders who meets eligibility criteria	14.30 hrs on 25 <sup>th</sup> September 2008
3.	Declaration of eligible bidder	26 <sup>th</sup> September 2008
4.	Presentation by the eligible bidders and opening of technical bids	10.00 AM onwards on 29 <sup>th</sup> September 2008
5.	Finalisation and declaration of technically qualified bidders	1 <sup>st</sup> October 2008
6.	Opening of Financial bids of technically qualified bidders	11.00 hrs on 3 <sup>rd</sup> October 2008
7.	Finalisation of bids	6 <sup>th</sup> October 2008

**Proforma for Earnest Money Bank Guarantee**

**To**

The President of India,  
New Delhi.

1. Whereas \_\_\_\_\_  
(hereinafter called "the proposer") desires to submit the proposal for Selection of agency for auction of Spectrum for 3G and Broadband Wireless Access (BWA) Services in compliance to DOT RFP Document No. P-11014/13/08-PP.

Know all men by these presents that we \_\_\_\_\_ Bank Branch \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the President of India (hereinafter referred to as "the Authority"), in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment will and truly be made to the said Authority, the Bank binds itself, its successors and assignees by these presents.

2. The conditions of this obligations are:

- (i) If the proposer withdraws its proposal during the period of its validity specified by the Authority; or
- (ii) If the proposer having been notified of the acceptance of its proposal by the Authority, during the period of the proposals validity;
  - (a) fails or refuses to execute the contract form; if required; or
  - (b) fails or refuses to furnish the performance security; in accordance with the Instructions to proposer;

We undertake to pay to the Authority, the above amount upon demand, without any demur and without the Authority having to substantiate its demand.

3. This guarantee will remain in force upto **one year from the date of issue** , further extendible by another six months on request and any demand in respect thereof should reach the Bank not later than the date upto which this Bank Guarantee is valid.

4. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs..... and our Guarantee shall remain in force until... from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. .... all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated .....day.....for.....

(Name of the Bank)  
Signature of the Bank.

Witness:

- 1. ....
- 2.....

**PRFORMA FOR PERFORMANCE BANK GUARANTEE**

To

The President of India

In consideration of the President of India (hereinafter referred to as 'the Authority') having agreed to select M/s \_\_\_\_\_ of (Registered address) \_\_\_\_\_ (hereinafter called 'the AUCTIONEER') to conduct e-auction of spectrum for 3G and BWA services (hereinafter called 'the E-AUCTION') as per Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ on the terms and conditions contained in the said LOI/contract, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. \_\_\_\_\_ (in words \_\_\_\_\_) only for the service by way of security for the due observance and performance of conducting successful e-auctions in the 22 service areas in the country as annexed alongwith. We \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of the AUCTIONEER hereby irrevocably and unconditionally guarantee to the Authority that the AUCTIONEER shall render all necessary and efficient services which may be required to be rendered by the AUCTIONEER in connection with and/or for the performance of successful e-auctions as per the above said Contract and further guarantees that the service which shall be provided by the AUCTIONEER under the said LOI/contract, shall be actually performed in accordance clause \_\_\_\_\_ of terms & conditions of the Contract to the satisfaction of the Authority.

2. We, the Bank, hereby undertake to pay the Authority an amount not exceeding Rs. ....(Rupees.....) only against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said AUCTIONEER for successful e-auction as per the above said contract including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank hereby, in pursuance of the terms of the said contract, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Only to the Authority to secure due and faithful performance by the AUCTIONEER of all his/their obligations for successful e-auction as per the above said contract.

4. We, the Bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Authority by reason of breach by the said AUCTIONEER of any of the terms or conditions contained in the said Contract or by reason of the

AUCTIONEER's failure to perform any of its obligations for successful e-auction as per the above said Contract.”

5. We, the Bank, hereby agree that the decision of the Authority as to whether the AUCTIONEER has failed to or neglected to perform or discharge his duties and obligations for successful e-auctions as per the above said Contract as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not e-auction as per the above said Contract and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of 15 months from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Authority satisfies that the e-auctions as per the above said Contract have been fully and properly carried out by the said AUCTIONEER and accordingly discharged this guarantee.

(b) the Authority 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 Contract or to extend time of performance of any obligations by the said AUCTIONEER from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said AUCTIONEER and to forbear or to enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation or extension being granted to the said AUCTIONEER or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said AUCTIONEER or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the AUCTIONEER shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the AUCTIONEER.

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

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs..... and our Guarantee shall remain in force until 15

months from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. .... all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated \_\_\_\_\_ day \_\_\_\_\_ for \_\_\_\_\_

(Name of the Bank)

Witness:

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