

GOVT. OF INDIA/ भारत सरकार
Ministry of Communications/ संचार मंत्रालय
Department Of Telecommunications/ दूरसंचार विभाग
UNIVERSAL SERVICE OBLIGATION FUND/ सार्वभौमिक सेवा बाध्यता निधि
Sanchar Bhawan, New Delhi - 110001
Ph No 011-23036712 www.usof.gov.in email: dyadmnfinl.hq-dot@gov.in

EMPANELMENT NOTICE

(No. 30-52/2019-USOF/REF dated 29.05.2019)

Applications are invited for the empanelment of Financial Consultants with Universal Service Obligation Fund (USOF, an attached office of Department of Telecommunications as per the REF (Requesting for Expression of Interest for Empanelment) document uploaded on usof.gov.in & published on <https://www.eprocure.gov.in/epublish/app>

Proposal shall be submitted along with EMD of Rs. 50,000/- in the form of demand draft/fixed deposit receipt (valid for a period of one year) of Nationalized/Scheduled bank drawn in favour of PAO (HQ), DOT payable at New Delhi. EMD may also be given in the form of Bank Guarantee. The Proposal shall not include any financial information.

RFE document would be available for downloading from 30-05-2019. Proposal for empanelment along with the necessary Forms & documents are to be sent to us in sealed cover so as to reach us at the following address on or before **15th July 2019 (3.30 pm)**.

This advertisement does not constitute, and will not be deemed to constitute, any commitment on the part of USOF.

All the amendments related information regarding this REF process will be published on our website only, so hereby prospective applicants are advised to visit the same on regular basis.

Ran-
Assistant Administrator (F- II)
For and on behalf of the Administrator, USOF
Room no.1111, 20 Ashoka Road,
Sanchar Bhawan, New Delhi-01
011-23036712, 23372304

**Request for Expression of Interest
for Empanelment (RFE)
of Financial Consultants**

No.30-52/2019 –USOF RFE

Date of Issue (DOI) 30-5-2019

Total Pages – 37

**UNIVERSAL SERVICE OBLIGATION FUND
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road
New Delhi 110001**

TABLE OF CONTENTS

SI. No.	Description	Page No.
1	Disclaimer	3 to 4
2	Section 1 Part-1 Invitation for Proposals	5 to 6
3	Section 1 - Part-11 Key Dates	7 to 8
4	Section 2 Instructions to the Applicant	9 to 23
5	Section 3 Proposal Forms	24 to 30
6	Section 4 Indicative Terms of Reference	31 to 33
7	Section 5 Other Terms and Conditions	34 to 37

DISCLAIMER

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

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

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

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

USOF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFE. USOF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplements the information, assessment or assumption contained in this RFE. The issue of this RFE does not imply that USOF is

bound to empanel or select any Applicant for the Consultancy. USOF reserves the right, without any obligation or liability, to reject all or any of the proposals without assigning any reasons whatsoever. USOF reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposals.

The Applicants shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by USOF or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and USOF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Empanelment Process.

Section – 1

Part – 1

Invitation for Proposals

1. USOF invites Proposals for empanelment of Financial Consultants for the services as indicated in the Terms or Reference in this RFE document, for ONE year from the date of notification of the Panel & extendable by two years (one year at a time) at the sole discretion of Employer on same terms and conditions.
2. Only well established and reputed Firms / Companies and Academic & Research Institutes and Societies incorporated / registered in India are eligible to participate in this empanelment process.
3. USOF reserves the right, without any obligation or liability, to accept or reject any or all the proposals in whole or part without assigning any reasons thereof. It may be noted that empanelment with USOF does not guarantee that any or all applicants shall be awarded any assignment, as a result of this empanelment.
4. The Applicants can download the RFE document from our website www.usof.gov.in. The RFE document is not transferable to any other bidder.
5. Proposal (**hard copy**) is to be submitted in a sealed cover, as per the attached RFE document and addressed to contact person noted below or dropped in the box provided at Reception of DoT, Sanchar Bhawan, New Delhi-01 not later than the time and the date indicated in the Key Dates Section, or extension to this date.
6. Contact Person: Sh. Ranvijay Singh, Assistant Administrator (Finance) AAF-II, 1401, 20 Ashoka Road, Sanchar Bhawan, New Delhi website: www.usof.gov.in
Tel: 011-23036712, 23372304
Email: **ranvijay.singh47@gov.in**

Section – 1

Part – II

Key Dates

1	Start date for availability of RFE on USOF website (Date of issue)/ Newspaper	30 th May 2019
2	Date for pre-bid meeting	6 th June 2019
3	Last date/time for submission of queries and clarifications (email & post only)	10 th June 2019
4	Date of issue of Response (email & USOF website)	25 th June 2019
5	Due date, time & place of submission of proposal	15 th July 2019, 11.30AM
6	Due Date, Time & Place of opening of Proposals (Proposal received after due date and time will be summarily rejected)	5 th August 2019, 3.30PM
7	Notification of empanelment of financial consultants and issue of Letter of Empanelment (LOE)	Will be intimated by email/post and notified at USOF website

Section – 2

Instructions to Applicants

1. PART A – Definition

- (a) **“Employer or USOF”** means Universal Service Obligation Fund, an attached office of Department of Telecommunications, Ministry of Communications & IT, headed by Administrator, who has invited Proposals from Applicants, for creating a panel of financial Consultants.
- (b) **“Consultant/Applicant”** means any entity that submits their proposal for empanelment in response to this RFE.
- (c) **“Selected Consultant”** means a Financial Consultant selected based on evaluation of techno-commercial bids received in pursuance to Request for Proposal-RFP issued to the empanelled list for a particular USOF scheme, for rendering Financial Consultancy services, as per the terms and references of the RFP (Indicative ToR is listed in the Section-4 of RFE).
- (d) **“Contract”** means the contract signed by USOF with the selected Consultant for a particular consultancy assignment, selected & awarded based on an RFP issued for engaging a financial consultant, from the empanelled list, for a specific USOF scheme.
- (e) **“Day”** means calendar day.
- (f) **“Government”** means the Government of India.
- (g) **“Instructions to Applicants”** means the document which provides Applicants with all information needed to prepare their proposals.
- (h) **“LOE”** means the Letter of Empanelment being sent by Employer to the Applicants, who qualify in the evaluation process of proposals.
- (i) **“Proposal”** means the proposal submitted by Applicant in response to this RFE, including the pre-qualification Proposal (From – III & its Annexure A) and Technical Proposal (documentary evidence as per Para 11.6.5 of Sec 2 of this RFE & Annexure A to Form I) and any other supporting information.

- (j) **“RFE”** means the Request for Expression of Interest, issued by the Employer, for the empanelling of Financial Consultants.
- (k) **“Assignment / job”** means the work to be performed by the Selected Consultant pursuant to the Contract.
- (l) **“Terms of Reference”** (TOR) means the document included in this RFE as Section 4 which indicates the objectives, scope of work, activities, tasks to be performed, by the Selected Consultant.
- (m) **“RFP”** means Request for Proposal issued to the Financial Consultants empanelled, in pursuance to this RFE, for a particular USOF scheme/assignment, to submit their techno-commercial bids for consulting services.

1. PART B – Pre-Qualification (Eligibility)

- (a) This RFE is open only to reputed and well established registered companies/ firms and Academic & Research Institutes and Societies who have their registered offices in India.
- (b) The eligible entities must be incorporated or registered under the companies Act, 1956/ Companies Act, 2013, the Partnership Act, 1932, Limited Liability partnership act 2008 or the Registration of Societies Act, 1860.
- (c) Government-owned and semi-government enterprises may participate, only if they are legally and financially autonomous and operate under commercial law in the Country.
- (d) The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this enquiry.
- (e) The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have give a written undertaking that its technical capabilities/resources would be available to the subsidiary company as and when required by the Employer.
- (f) Along with the above Eligibility criteria Applicant has to satisfy the following Pre-qualification criteria to apply for empanelment.

a.Firm/Companies:

- i. The firm/company should have been in existence in India for a period of at least 7 years as on 31.3.2019.
- ii. The firm/company should have had a minimum turnover of Rs. 5 crore, as professional fees, from Consultancy services during the each of the 3 (three) financial year preceding the date of issue of this RFE.

b. Academic & Research Institutes and Societies:

- i. The Academic & Research Institutes and Societies should have been in existence for a period of at least 10 years as on 31.3.2019.

2. Introduction

- 2.1 The office of Universal Service Obligation Fund (USOF) is an attached office of Department of Telecommunications, Ministry of Communications & IT. Administrator in the rank of Secretary to the Government of India and with the power of the Head of the Department administers & manages the USOF.
- 2.2 The Universal Service Support Policy (USSP) came into effect from 01.04.2002. The Indian Telegraph (Amendment Act), 2003 gave statutory status to the Universal Service Obligation Fund (USOF) and came into effect retrospectively from 01.04.2002.
- 2.3 The resources for implementation of USO are raised through a Universal Service Levy (USL) on the Telecom Service Providers.
- 2.4 The USO Fund is non-lapsable and is utilized exclusively for Meeting the Universal Service Obligation of creation/augmentation of general telecom infrastructure, providing telecom and broadband connectivity and access to telecom services in Rural and Remote areas at affordable and reasonable prices.
- 2.5 In pursuance to the mandate of the USOF, it has formulated various schemes based on DPRs (Technical) and in consultations with stakeholders, with an inbuilt subsidy-support sunset clause and has extended subsidy support to Service Provides, in accordance to USOF agreement formulated and signed for the purpose with a

particular Service Provider for particular telecom circle/State.

- 2.6 The USOF Agreement clearly lays down the deliverables, the obligations of the Service Provider and financial conditions & modalities for subsidy disbursement from USOF and for ensuring their compliance to the terms and conditions of the Agreement.
- 2.7 The financial support from the USO Fund is provided to meet, generally, the NET COST (Operating Cost + Capital Recovery – Revenue) of providing the specified Universal Service Obligation, as discovered in competitive tender (reverse auction). Thus a benchmark of upper ceiling for submission of bids is determined by the USOF Capital Recovery, under Indian Telegraph Rules, 1951, means aggregate of depreciation, interest on debt and return on equity on the capital cost as worked out proportionately and annualized over the period for which support is provided from the Fund.
- 2.8 The Validity, the Scope and Nature and even the geographical Coverage of the schemes subsidized under USOF's Universal Services/Access Support Policy, varies from scheme to scheme. Further details, including the relevant Act & Rules are available on our website.
- 2.9 USOF wishes to empanel agencies for rendering financial consultancy services in formulation of USOF schemes.
- 2.10 The date, time and address for submission of the proposal have been given under Key Date Section.
- 2.11 The Applicants are invited to submit their Proposal, for empanelment for consultancy services as indicated in ToR section. The Proposal will be the basis for empanelment process.
- 2.12 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals. If any clarification is required on any para/condition of this RFE, the same may be forwarded within the prescribed time period to the Employers representative.
- 2.13 Applicants shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal and reserves the right to annul the empanelment process at

any time prior to issue of LOE without thereby incurring any liability to the Applicants.

3. Clarification and Amendment of RFE Document

- 3.1 Applicants may request a clarification on any para of this RFE document within the timeframe, as indicated in the Key Dates section. Any request for clarification must be sent in writing via post or e-mail to the Employer's address.
- 3.2 The Applicants will have to ensure that their queries should reach to name, address, and email-ID of USOF on date & time as indicated in the Key date section.
- 3.3 All queries to be raised will relate to RFE alone and no queries related to detailed analysis of scope of work, payment terms and mode of empanelment & selection will be entertained.

3.4 Responses to queries and issue of clarifications

- 3.4.1 USOF will endeavour to provide timely response to all queries. However, USOF makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does USOF undertake to answer all the queries that have been posed by the Applicants.
- 3.4.2 At any time before the submission of proposals, the Employer may, in its sole discretion whether at its own initiative or in response to clarification required by an Applicant, amend the RFE by issuing an addendum/corrigendum & conveying the same via email to the Applicants and uploading on USOF website. The addendum shall be binding on all Applicants.
- 3.4.3 Any such addendum/corrigendum (if any clarifications) shall be deemed to be incorporated into this RFE.
- 3.4.4 In order to provide the Applicants reasonable time for taking the amendment into account, USOF may, at its discretion, extend the last date for the receipt of RFE Proposals.

4. Conflict of Interest

- 4.1 The Employer requires that Applicants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, Applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be empanelled or selected, under any of the circumstances set forth below:
 - 4.2.1 **Conflicting Activities:** A consultancy or any it's affiliated selected to provide consulting assignment/job shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to the assignment.
 - 4.2.2 **Conflicting assignment/job:** An Applicant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Applicant to be executed for the same or for another Employer.
 - 4.2.3 **Conflicting Relationships:** An Applicant that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of the project shall not be empanelled or awarded the Contract, unless the Conflict stemming from this relationship has been resolved in a manner acceptable to the Employee throughout the empanelment, selection process and the execution of the Contract.
 - 4.2.4 Applicants have an obligation to disclose any situation of actual or potential Conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of Proposal provided herewith. If the Applicant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Applicant during empanelment,

selection process or the termination of its empanelment or of Contract during execution of the assignment.

5. Corrupt or Fraudulent Practices

5.1 The Employer requires that Applicants under this contract observe the highest standard of ethics. In Pursuance of this policy, Employer Defines, for the purpose of these provisions, the terms set forth below as follows:

5.1.1 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant.

5.1.2 “Fraudulent practice” means a misrepresentation of facts in order to influence the decision to empanel to the detriment of the Employer and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Employer and targeted stake holders of the benefits of free and open competition.

5.1.3 Employer will reject a bid for empanelment if it is determined that the Applicant recommended for empanelment has engaged in corrupt or fraudulent practices in competing for the empanelment in question.

5.1.4 Employer will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a consultancy Contract/Contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for empanelment or award, or in executing the consultancy Contract.

6. Proposal

Applicant shall submit only one proposal. If an Applicant submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

Proposals must remain valid for 90 days after the last date of submission. During the period, the Employer will make its best effort to complete empanelment process. Should the need arise; the Employer may request Applicants to extend

the validity period of their proposals. Applicants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such Proposal for Technical Evaluation.

8. Preparation of Proposal

8.1 The proposal as well as all related correspondence exchanged by the Applicants and the Employer shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Applicants are expected to examine in the documents comprising the RFE. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 The Proposal shall not include any financial information. A proposal containing financial information may be declared non-responsive.

9. Earnest Money Deposit (EMD)

9.1 Earnest Money Deposit

a) An earnest money of Rs. 50,000 (fifty thousand only) in the form of demand draft of fixed deposit receipt (valid for a period of one year) from Nationalized/Scheduled bank drawn in favour of PAO (HQ), DOT payable at New Delhi shall be submitted by Applicant. EMD may also be given in the form of Bank Guarantee valid for the period of one year mentioning all the terms and conditions of forfeitures in this bank guarantee. In case validity of EMD is less than the term of panel, EMD would need to be renewed; otherwise the Applicant would be de-empanelled.

b) Proposals not accompanied by EMD shall be rejected as non-responsive.

c) No interest shall be payable by the Employer for the sum deposited as EMD.

d) The EMD of all the Unsuccessful Applicants i.e. not empanelled with USOF, would be returned/discharged back within 30 days of completion of empanelment process.

e) In the event of empanelment process being annulled for any reason, the EMD shall be refunded within 30 days.

9.2 Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- a) If the Proposal is withdrawn, varied or modified after opening of Proposal during the validity period of the bid and any extension thereof.
- b) If the bid, pursuant to the RFP issued specific to an assignment, is withdrawn or the quoted prices is increased during the validity period of the bid and any extension thereof as agreed to by the Applicant.
- c) If the applicant tries to influence the empanelment/RFP process.
- d) During the empanelment/RFP process, if an Applicant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of evaluation and finalization.
- e) During the empanelment/RFP process, if any information is found to be wrong/ manipulated/ hidden.
- f) If the Applicant fails to sign the Contract for any reason not attributable to Employer within specified time.
- g) The decision of Employer regarding forfeiture of the EMD amount and rejection of proposal/bid shall be final and binding.

10. Submission, Receipt and opening of Proposal

10.1 The proposal with all the accompanying documents shall be strictly as per the RFE and its prescribed Form-I, II & III. The original proposal shall contain no interlineations or overwriting.

10.2 The Applicants shall provide all the information sought under this RFE. USOF would evaluate only those Proposals that are received in the specified formats & complete in all respects.

10.3 An authorized representative of the Applicants shall initial all pages of the original/copy of Proposals. The signed Proposals

shall be marked “ORIGINAL”. The representative’s authorization should be confirmed by a written Power of Attorney by the competent authority accompanying the Proposals or copy of Board resolution authorizing the signatory for signing of proposal.

10.4 The Applicants shall submit two copies of Proposal (original/copy).

10.5 The Proposal with Earnest Money Deposit shall be placed in sealed envelope, along with clearly marked “Proposal for expression of interest for empanelment of Financial Consultants”, followed by warning: “DO NOT OPEN BEFORE TIME”

Envelope	Earnest Money Deposit + Pre-qualification Proposal + Technical Proposal
----------	-------------------------------------------------------------------------

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

10.7 The Proposals must be submitted to the contact person: Sh. Ranvijay Singh, AAF - II, mentioned in the Section-1 Part-I or drop in the box provided at the reception of DoT, Sanchar Bhawan New Delhi – not later than the time & the date indicated in the Key Date Section, or any extension to this date. Any Proposal received by the Employer after the deadline for the submission shall be returned unopened. Proposals will be opened on the date and time indicated in Key Date Section in the presence of representatives of the Applicants who wish to attend. If the Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

11. **Proposal Evaluation**

11.1 From the time the Proposals are opened to the time the LOE is issued, the Applicants should not contact the Employer on any matter related to its Proposal. Any effort by Applicants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendations for empanelment may result in the rejection of the Applicants Proposal.

11.2 The Employer would constitute a Consultancy Evaluation Committee (CEC), which will carry out the evaluation process, for empanelling the Financial Consultants for USOF. During the evaluation of Proposals, the Employer may at its discretion question the Applicant for clarification on their Proposals.

11.3 Process for Empanelment

11.3.1 This enquiry is in the nature of RFE intended to result in the constitution of a panel of Financial Consultants by USOF for its schemes/projects. The responses received pursuant to this RFE will be evaluated as per the criteria specified in this document and the qualified Applicants will be placed on the panel of Financial Consultants.

11.3.2 The Empanelled Consultants will be invited, as and when USOF Scheme/Project arise, to submit their techno-commercial bids for consulting services, based on RFP (Request for Proposal) issued, on a scheme-to-scheme basis, with details of the Terms of Reference (TOR), brief of the proposed USOF scheme, payment terms, timeline for deliverables etc.

11.3.3 The Agency, to work with the USOF on a specific scheme/project, will be selected from the empanelled Financial Consultants, after an evaluation of the techno-commercial bids received pursuant to such an RFP.

11.3.4 The Employer will issue the empanelment letter to the Applicants whose bid has been determined to be technically qualified as per the criteria set in this RFE. Prior to the expiration of the period of proposal validity, USOF will notify the empanelled list of financial consultants. The empanelled consultant shall acknowledge in writing to USOF the acceptance of the empanelment within fifteen (15) days of receipt of the empanelment letter.

11.3.5 The Employer would provide the selected consultant, the necessary support in terms of information, documents, co-ordination with other department/office/state etc. whenever and wherever considered necessary.

11.3.6 Location for performance assignment/job: New Delhi and as decided by the Employer later

11.4 Evaluation of Proposals

11.4.1 In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal in this RFE or unsigned and incomplete (i.e. when the required information has not been submitted in the prescribed format/forms). Only responsive

proposals shall be further taken up for evaluation. Proposal responses will thereafter be checked for conformance to the pre-qualification/eligibility criteria as stated in this RFE, submitted in Prescribed Form-III & its Annexure-A (Certificate from statutory auditor). Non-conforming Proposals will be rejected.

11.5 In second stage Technical Proposals would be evaluated only for those Applicants, who qualify the first stage. The criteria as defined in para 11.6 below shall be followed for evaluation of technical proposals. Only applicants obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation given below shall be declared technically qualified. The name of the Applicants, their technical score shall be read aloud in the presence of the Applicant's representatives. The Employer will not entertain any query or clarification from the Applicants, who fail to qualify at any stage of the Empanelment Process.

11.6 Criteria for Evaluation

11.6.1 The objective of the Technical proposals evaluation is to have a panel of financial consultants, who have the requisite technical expertise/skill, for assisting USOF. (Indicative TOR are stated in this document) The Applicants may be asked to give a presentation before the Employer/CEC.

11.6.2 The technical proposals/bids shall be evaluated by the CEC based on point system, assessing each Applicant's ability to satisfy the requirements set forth in this RFE document.

11.6.3 The information furnished by the Applicants shall be the basis for this evaluation. Each of the Technical bids shall be evaluated on a score of 100 points. The technical evaluation of bids will be carried out using a points system. Applicant's with score of 70 and above in the technical bid shall be considered as technically qualified, for the empanelment with USOF.

11.6.4 The CEC will evaluate the technical proposals by taking into account criteria stated in 11.6.5 & the documentary evidence provided by the Applicant & the Annexure A to Form-I, including the certificate from Statutory Auditor in that regard.

11.6.5	Evaluation Criteria and point system for evaluation to be followed is as under:			
	Criteria*	Documentary Evidence	Max	Points
I)	The Applicant should have been engaged for financial consultancy project involving revenue modelling, financial modelling or financial planning & analysis, during the last 7 year from the date of issue of this RFE.	Work order/award/engagement document issued by client concerned with details of Consulting Project and date of engagement	40	8 marks for each such project subject to a maximum of 40 marks
II)	The Applicant should have prior experience in any consultancy project, with the payment of professional fee of at least Rs. 5 lakh to the Applicant, related to infrastructure project in India, such as telecom/transport (railways, roads, ports, airports and urban public transport)/Power/energy sector (oil/gas pipeline and electricity transmission/distribution) and industrial corridors, during the last 7 years from the date of issue of this RFE.	<p style="text-align: center;">AND</p> Annexure A to Form -I <p style="text-align: center;">AND</p> Completion Certificate from the client <p style="text-align: center;">OR</p> Self-Certificate of completion (certified by the Statutory Auditor of the Applicant).	35	7 marks for each telecom sector related project subject to a maximum of 35 marks. 5 marks for other infrastructure sector projects & subject to maximum of 35 marks.
III)	Prior experience of working on any consultancy project for Government of India /State/Govt./CPSUs, during the last 7 years from the date of issue of this RFE, with the payment of professional fee of at least Rs. 5 lakh to the Applicant.		25	5 marks for each such project subject to a maximum of 25 marks

*Note: The Applicant may score points in more than one criterion, For Example: If an Applicant's documentary evidence in a particular category of the criteria is also satisfying the criteria of another category the points will be given in both the categories.

12. All empanelled Consultants may be require to participate & submit their techno-commercial bids, as and when RFP is issued. If any empanelled Consultant fails to participate in two consecutive RFPs, Employer shall reserve the right to debar/de-empanel that agency from empanelment.

13. The nature, quantum and Scope of work for specific schemes will evolve depending upon the requirements of the Employer. Employer shall empanel agencies for ONE year, from the date of notification of the Panel. The empanelment duration may be extended by two years (one year at a time), at the sole discretion of Employer on same terms and conditions. Employer also reserves the right to employ any agency outside of the list of empanelled Consultants.

14. The Applicants are advised that Empanelment shall be entirely at the discretion of the Employer. It shall be deemed to have understood and agreed that the Employer shall not be required to provide any explanation or justification in respect of any aspect of the Empanelment Process or the Empanelment.

15. Any information contained in the Proposal shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Applicant.

16. The dedicated team of the selected consultant, for each assignment, must be available and when required by Employer until the signing of the USOF agreement(s). The selected consultant shall not outsource the work to any other associate/franchisee/third party under any circumstances without the written prior approval of Employer.

17. Confidentiality

Information relating to the examination and comparison of the Proposals shall not be disclosed to any Applicants who submitted the proposals or to any other persons not officially concerned with such process until the empanelment process is over. The undue use by any Applicant of confidential information related to the process may result in rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

Section – 3

Proposal Forms

Proposal in response to RFE notice

(To be submitted on the letter head of the Applicant)

<Place>

<Date>

To: [Name and address of Employer]

Subject: Proposal for “RFE of Financial Consultants”

Dear Sir,

Having examined the RFE document, we, **[Insert the name of the Applicant]**, herewith submit our proposal in response to your Ref No..... dated..... for “RFE of Financial Consultants”, with USOF in full conformity with said RFE document. The proposal is unconditional and unqualified.

I have read all the provisions of the RFE document and confirm that these are acceptable to us. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.

I fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the empanelment process or unduly favours us in the empanelment process, we are liable to be dismissed from the empanelment process or termination of the empanelment & the contract.

I would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

I agree to abide by all the terms and conditions of this RFE.

I agree to keep this Proposal, consisting of this letter and all Forms/annexures/attachments, including the Abstract of the documentary evidence as **Annexure-A to Form I**, for a period of 90(ninety) days from the last date of submission of the bid/Proposal.

I hereby declare that our proposal submitted in response to this RFE is made in good faith and the information contained is true and correct to the best of our knowledge and belief and accept that any misinterpretation contained in it may lead to our disqualification.

I understand you are not bound to accept any proposal you receive.

In no case, shall I have any claim or right of whatsoever nature if our proposal is not opened or rejected or no assignment is awarded.

I understand that Empanelment with USOF does not guarantee that any award of any consultancy assignment for a particular USOF scheme, as a result of the empanelment.

I understand that the nature, quantum and scope of work may vary from USOF scheme to scheme and will evolve depending upon the requirements of the Employer.

I understand that the Panel to be constituted in pursuance of this RFE would be utilized for a period of ONE year from the date of notification of the panel.

A power of attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

Sincerely,

Signature.....

In the capacity of

Duly authorized to sign Proposal for
and on behalf of

Phone No:

Email Id:

Annexure – A to Form-I Abstract of Projects of the Applicant

1	2	3	4	5	6	7
Table 1: Criteria I						
S.NO.	Name of the Consultancy Project	Description of Project	Name of the Client	Date of engagement (dd/mm/yyyy)	Finish date of services/completion (dd/mm/yyyy)	Whether related to revenue modelling, financial modelling, or preparation of business plan
Table 2 : Criteria II						
S.NO.	Name of the Consultancy Project	Description of Project (Sector)	Name of the Client	Date of engagement (dd/mm/yyyy)	Finish date of services/completion (dd/mm/yyyy)	Professional fees received by the Applicant (INR Lakh)
Table 3 : Criteria III						
S.NO.	Name of the Consultancy Project	Description of Project	Name of the Client	Date of engagement (dd/mm/yyyy)	Finish date of services/completion (dd/mm/yyyy)	Professional fees received by the Applicant (INR Lakh)

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 7, with regard to professional fees received, for each of the project listed under Table 2 & 3 of Annexure-A of Form-I, is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name)
Name & seal of audit firm

Date:

Note:

The Applicant should provide details of only those projects that have been undertaken by its own name & for which documentary evidence is being provided as per para 11.6.5 of Section 2 of this RFE.

In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state: "Above Rs 5 (Five) lakh" in respect of a particular project

The names & chronology of consulting projects included here should conform to the project-wise documentary evidence being submitted, as a part of the Proposal.

Declaration (On the Applicant's Letter Head)

DECLARATION

I, [**Insert name**], the undersigned, solemnly affirm the facts stated are correct and nothing has been withheld. I also acknowledge that if any information submitted, is found to be false or fabricated or misrepresented, the organization may be liable to be debarred from empanelment or termination of the empanelment & the contract.

I permit USOF to inspect our records to ascertain the facts.

I permit USOF to cross check the facts stated in our proposal form any other source.

I/my team, if required by USOF, would make a presentation at our own cost.

I will abide by the decision of USOF regarding empanelment.

I hereby declare that activities carried by us cannot be termed as the conflicting activities as defined in this document.

I have read & understood the RFE and agree to all the terms & conditions stated therein.

I declare that our organization is not blacklisted or declared ineligible for corrupt & fraudulent practices or debarred/banned by any Central/State Government entity or PSU or any Government Instrumentality, as on the last date of submission of proposals to this RFE, from participating in any consultancy assignment and project.

Signature.....

In the capacity of

Duly authorised to sign Proposal for

And behalf of

Phone No:

Email Id:

Pre-qualification proposal

The Applicants are required to submit their Pre-qualification proposals & profiles in the following Form:

- A. Brief description of the organization and ownership details & Legal status- (please specify)
 - a. Firm/Company;
 - b. Academic & Research Institutes and Societies;

- B. Name of the contact person.

- C. Contact
 - a. Address, Telephone Number, Fax & Mobile
 - b. Email & Website

- D. Locations and Addresses of office

- E. Turnover during each of 3(three) financial years preceding the date of issue of this RFE, as certified by Statutory Auditor is enclosed as Annexure-A to Form-III (in case of firms & companies)

- F. Details of Authorised signatory.

- G. Legal Status and place of incorporation/registration (enclose Certificate)

Signature.....

In the capacity of

Duly authorised to sign Proposal for

And behalf of

Phone No:

Email Id:

Annexure-A to Form-III

Certificate from the Statutory Auditor

S.No	Financial Year	Annual Revenue (Rs.)[#]
1		
2		
3		

This is to certify that (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees from Consultancy services.

(Signature, name)
Name & seal of audit

firm
Date:

In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

1. Please do not attach any printed Annual Financial Statement.

Section -4

Indicative Terms of Reference

1. Scope of the Selected Consultant

The Selected Consultant is broadly expected to carry out the following tasks in continuous consultation with the USOF:

- a. Examine the framework for the provision of mobile service in the proposed USOF schemes, based on the Technical DPRs provided to them.
- b. Evaluate the methodology of arriving at the costs and components required for providing the mobile services and quantifying the approximate cost of the each of the components, with the assistance of Technical Advisor of USOF, for the purpose of building a detailed financial model.
- c. Design & develop subsidy model & the methodology for extending subsidy report, on Net Cost basis, (Ref. para 2 of the Section-2 of this RFE) for recovery of CAPEX incurred under different scenarios, assessment of revenue potential for the service provider in the proposed USOF scheme and that for apportioning and recovering O&M expenses.
- d. Evolve an Index bases on socio economic indicators, for the subsidy-modelling exercise and the Formulation of differentiated benchmark subsidy at the smallest possible unit levels (State/ District / Cluster / Village).
- e. Suggest the phasing of the subsidy disbursement & other financial conditions, so as to ensure the compliance, by the Service Provider, of the deliverables & stipulated terms & conditions of the USOF agreement(s).
- f. Finalize report on subsidy benchmarks & recommendations regarding the subsidy model underlying the USOF scheme/agreement and on tendering process.
- g. Assist during the stakeholder consultation & pre-bid conference.
- h. Assist in formulating the financial aspects of the tender documents and assisting USOF through the bidding process including pre-bid conference.
- i. Assist in evaluation of bids and selection of successful bidders.
- j. Assist in USOF agreement formulation, to be signed with the successful bidders.

The above outlined scope is indicative and not exhaustive; and may vary from USOF scheme to scheme, for which a detailed ToR/RFP may be issued to all the empanelled consultants for awarding the assignment.

It may be noted that services of empanelled agencies can be used for other projects and assignment by the Employer.

Section -5

Other Terms and Conditions

1. The USOF reserves the right not to accept the proposals/bid(s) from agency(ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/ Vigilance.
2. The USOF is not bound to assign any reason for non-acceptance. The USOF reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
3. Empanelment with USOF does not guarantee that any or all Applicants shall be awarded any assignment, as a result of this empanelment.
4. This RFE does not constitute an offer by USOF. The Applicant's participation in this process may result in USOF engaging the Applicant as financial consultant for a particular USOF scheme/project. The commencement of such process, does not, however, signify a commitment by USOF to execute a Contract.

5. Termination of Empanelment process

USOF may terminate the RFE process at any time and without assigning any reason. USOF makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6. Termination of Empanelment

USOF reserves the right to terminate the empanelment by giving not less than 10 days' notice to the empanelled consultant. The empanelled Consultant's association with the USOF will terminate in following two ways:

- The period of empanelment expires.
- The termination due to non-performance during particular assignment/Contract
 - a) Performance is below expected level.
 - b) Non adherence to the timelines
 - c) Quality of work/deliverables is not satisfactory
 - d) Conflict of Interest

7. Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of a relating to or under the RFE, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration and referred to an Arbitral Tribunal. The Arbitral Tribunal shall consist of a sole Arbitrator appointed by Secretary, Department of Telecommunications, Ministry of Communication and Information Technology, Government of India. The venue of Arbitration shall be New Delhi. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended or replaced from time to time. The governing laws shall be laws of India. The expenses of the Arbitrator shall be shared equally by both of the parties.

8 Indemnification

The empanelled/selected Consultant shall keep USOF indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities; other loses etc. which may incur on account of non-compliance or violation otherwise.

9. Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi, India only.

10. Force majeure

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

- b. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- d. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- e. A party affected by an event of force majeure shall notify the other party of such event as soon as possible and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

11. Performance Assessment

- a. Selected Consultant for the specific USOF scheme/project is to abide by the timelines given for the completion of the activities and complete the due performance of the Contract.
- b. In case the activities specified in and conditions agreed during the final Consultancy Contract negotiations are not completed according to the schedule/timeline stipulated therein solely on account of delays attributable to the Selected Consultant, the Employer reserves the right to seek compensation for delay at the rate of 0.2% of the total consultancy fees for each week of delay or part thereof for a period up to five weeks and thereafter at the rate of 0.5% of the total fees for each week of delay or part thereof for a further period of eighteen weeks and thereafter the Employer may terminate the Contract and shall be free to get it done from other empanelled Consultants at the risk & costs of the Selected Consultant. The decision of the Employer shall be final.