

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

No. 30-46/2021/USOF/RFQ/BOP

Request for Quotation (RFQ) for

**SELECTION OF FINANCIAL CONSULTANT FOR FORMULATION
OF USOF SHCEME(S) FOR PROVISION OF MOBILE
SERVICES IN BORDER OUTPOST (BOP) LOCATIONS.**

Dated of Issue (DOI) 30/11/2021

Total Pages – 37

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KEY DATES

1	Issue of RFQ	T
2	Last date/time for submission of pre bid queries	T+7
3	Due date, time & place of submission of bids	T+21 (15:00 Hrs) Hall no. 1111, Sanchar Bhawan, 20 Ashoka Road, New Delhi
4	Due Date, Time & Place of opening of bids (Bids received after due date and time will be summarily rejected)	T+21 (15:30 Hrs) 1111, Sanchar Bhawan, 20 Ashoka Road, New Delhi
5	Issue of LOA & signing of the Consultancy Agreement	Will be done in due course

Section - 1

Letter of Invitation to Bid

File No. 30-46/2021/USOF/RFQ/BOP
Government of India,
Ministry of Communications
Department of Telecommunications,
Universal Service Obligation Fund
Room No. 1111, Sanchar Bhawan 20 - Ashoka Road,
New Delhi-110001

Dated: 30 /11/2021

To

All Empanelled Financial Consultants

Sub: Engagement of Financial Consultant for Formulation of USOF scheme(s) for Provision of Mobile Services in Border Outpost (BOP) locations.

Sir/ Madam,

Universal Service Obligation Fund (USOF) wishes to engage financial consultancy services of an agency in formulation of USOF scheme(s) for its project for creation of the telecom infrastructure/sites and for provision of Mobile Services at Border Outpost (BOP) locations and accordingly invites financial bid from the empaneled financial consultants of USOF notified vide this office letter 23-09-2019 in pursuance to the Request for Empanelment (RFE) dated 30-05-2019 and any addendum/clarification thereof.

All the provisions listed out in the RFE & the clarification issued thereupon and Terms & Conditions of Empanelment shall be binding upon the participating bidders of this RFQ. The Responsibilities & Services to be performed by Consultant, selected in pursuance to this RFQ, is stated in the RFQ document. The consultancy agreement to be signed is also part of the RFQ.

This RFQ is called for assistance in the formulation of USOF scheme(s) for its project for provision of Mobile Services in Border Outpost (BOP) locations.

The bidders are advised to study the RFQ document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the RFQ document with full understanding of its implications. Bidders shall bear all costs associated with the preparation and submission of their bids.

The issue of the RFQ does not imply that USOF is bound to select any bidder or to appoint the selected bidder, as the case may be, for the Consultancy. USOF reserves the right, without any obligation or liability, to accept or reject any or all the Bids in whole or part without assigning any reasons thereof. USOF reserves the right to withhold or withdraw the process at any stage with intimation to all the participating bidders.

1/3034300/2021
4115 This 'Invitation to Bid' is extended all the empanelled financial consultants by USOF.
This 'Invitation to Bid' is non-transferable under any circumstances.

EMDs of the empaneled consultants have been converted into security deposit and same would be refunded only after the end of the term of the Panel. Further the security deposit would be forfeited for the reasons of forfeiture of EMD as stated in the afore-stated RFE.

Bidders shall submit the proposals in sealed bids before the scheduled date and time for bid submission. Proposals submitted after the due date and time will not be considered. Bidders are requested to refer to the website usof.gov.in on regular basis to note any changes in the timelines as stated in the Key Dates section.

Address for Communication:

Dy. Administrator (Finance-I),
USOF, Department of Telecom
Hall No.1111, Sanchar Bhawan,
20 Ashoka Road, New Delhi
Email: dyadmnfin1.hq-dot@nic.in
Phone: 011-23036913

The USOF shall select a consultant as per the procedure described in the RFQ. You may submit your proposal in a sealed cover, addressed to the afore-mentioned. USOF reserves the right, without any obligation or liability, to accept or reject any or all the offers without assigning any reasons thereof.

This issues with the approval of the Administrator, USOF.

Encl: RFQ.

(Sahil Garg)
Dy. Administrator (F-I)

Section - 2

Instructions to Bidders

1. Definitions

- 1.1 'Administrator' means the Administrator of the Universal Service Obligation Fund, an attached office of the Department of Telecommunications under Ministry of Communications, who had invited bids for consultancy services from the empanelled financial consultants of USOF notified vide this office letter 23-09-2019 and with whom the Consultant signs the Agreement for rendering Services.
- 1.2 'Agreement' shall mean the Consultancy Agreement signed between the Administrator and the Consultant, for advising and assisting USOF in formulation of scheme(s) for its project for creation of the telecom infrastructure/sites and for provision of Mobile Services in Border Outpost (BOP) locations. The Consultancy agreement to be signed with the Consultant is part of this RFQ (Section 6)
- 1.3 'Consultant' means financial consultant, selected in pursuance to this RFQ, with whom the Agreement shall be entered into by the Administrator for providing Services as specified under the Agreement.
- 1.4 'Fees' means the fee payable to Consultant for the performance of the Services under the Agreement, subject to such deductions there from, as may be made pursuant to the Agreement.
- 1.5 'Services' mean the work, activities, tasks and responsibilities to be performed by the Consultant in pursuance to the Agreement and the expected results and deliverables as specified under the Agreement. (Section 4)
- 1.6 'USO' shall have the same meaning as ascribed to it under Clause (1A) of Section 3 of the Indian Telegraph Act, 1885 as amended from time to time.
- 1.7 'USOF' shall have the same meaning as ascribed to it under the Clause (1A) of Section 3 read with Section 9A of Indian Telegraph Act, 1885 as amended from time to time.
- 1.8 'LOA' means the Letter of Award being issued by Administrator to the consultant selected in pursuance to this RFQ.
- 1.9 'RFQ' means the Request for Quotation prepared by the USOF for the selection of Consultant. RFQ consists of the Key Dates section, Letter of Invitation to Bid, Instruction to bidders, Financial Proposal Forms, Terms of Reference, Other Terms and Conditions and the Consultancy Agreement.
- 1.10 'Assignment / job' means the work to be performed by the Consultant pursuant to the Agreement.

2. Introduction

- 2.1 Administrator wishes to engage financial consultancy services of an agency in formulation of USOF scheme(s) for its project for creation of the telecom infrastructure/sites and for provision of Mobile Services in Border Outpost (BOP) locations and accordingly invites financial bid from the empanelled financial consultants of USOF notified vide this office letter 23-09-2019 in pursuance to the Request for Empanelment (RFE) dated 30-05-2019.
- 2.2 The date, time and address for submission of the proposal have been given in the Key Dates section of the RFQ.
- 2.3 The empanelled consultants are invited to submit their Proposal, for consultancy assignment/job. The Proposal will be the basis for contract negotiations and ultimately for a signed Agreement with the selected Consultant.
- 2.4 Participating bidder should familiarize themselves with local conditions and take them into account while preparing their Proposals. If any clarification is required on any clause/condition of the RFQ, the same may be forwarded within the prescribed time period to USOF.
- 2.5 Participating bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Administrator is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to letter of award.
- 2.6 All the provisions listed out in the RFE dated 30-05-2019 & the clarification issued there upon and terms & conditions of Empanelment shall be binding upon the participating bidders of this RFQ. The Responsibilities & Services to be performed by Consultant, selected in pursuance to this RFQ, is stated in the RFQ document (Section 4). The consultancy agreement to be signed is also part of the RFQ (Section 6).

3. Clarification and Amendment of RFQ Document

- 3.1 Participating bidder may request a clarification on any clause of the RFQ document within the time frame indicated in the Key Dates section of this RFQ. Any request for clarification must be sent in writing or e-mail to the USOF. USOF will respond in writing or by e-mail.
- 3.2 At any time before the submission of proposals, Administrator may, in its sole discretion, amend the RFQ by issuing an addendum in writing & conveying the same to the participating bidders and shall be binding to them. Participating bidders shall acknowledge receipt of all such amendments/clarifications/amendments. To give the participating bidder reasonable time in which to take an amendment into account in

their proposals, Administrator may, if the amendment is substantial, extend the deadline for the submission of proposal/bid.

4. Proposal

Participating bidder shall submit only one proposal for this project. If a bidder submits or participates in more than one proposal, such proposal shall be disqualified.

5. Proposal Validity

Bidders' proposals must remain valid for a period of 90 days after the submission due date. During this period, Bidders shall keep & maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. USOF will make its best effort to complete negotiations within this period. Should the need arise; however, the USOF may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal; Bidders could submit new staff replacement, which would be considered in the final evaluation for award of the contract. Bidders who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, Administrator shall not consider such Proposal for evaluation.

6. Preparation of Proposal

6.1 The proposal as well as all related correspondence exchanged by the Bidders and the USOF shall be written in English language, unless specified otherwise.

6.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFQ. Material deficiencies in providing the information requested may result in rejection of a Proposal.

6.3 The Financial Proposal shall be prepared using the prescribed Forms. It shall list the total cost (quoted consultancy fee) plus taxes/duties applicable. The financial proposal shall be rejected summarily, in case any condition is indicated in the Proposal.

7. Taxes

Bidders shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable. All such duties and taxes must be included by the Bidder in the financial proposal.

8. Currency

Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

9. Submission, Receipt and opening of Proposal

- 9.1 The proposal with all the accompanying documents shall be strictly on the forms provided in this RFQ. The proposal shall contain no interlineations or overwriting.
- 9.2 USOF would evaluate only those Proposals that are received in the specified forms & complete in all respects.
- 9.3 An authorized representative of the Bidders shall initial all pages of the original & copy of Proposals/bids. 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.
- 9.4 USOF shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal.
- 9.5 The proposals must be submitted in person to the addressee indicated in the RFQ and received by USOF not later than the time and the date indicated in the Key Dates section, or any extension to this date. The information on the envelope should include: **“Financial Consultancy Services for Formulation of USOF scheme(s) for Provision of Mobile Services in Border Outpost (BOP) locations”**. Any proposal received by the USOF after the deadline for the submission will not be considered. Proposals will be opened on the date and time indicated in Key Dates section in the presence of the representatives of the Bidders 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.

10. Proposal Evaluation

- 10.1 From the time the proposals are opened to the time the contract is awarded, Bidders should not contact the USOF on any matter related to its Proposal. Any effort by Bidders to influence the USOF in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Bidders' proposal.
- 10.2 **Method of Selection:** Responsive Bids shall be opened on & after due date of submission of bids and Letter of award would be issued to the lowest bidder (L1).
- 10.3 When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail.
- 10.4 USOF will determine whether the Proposals are complete, unqualified and unconditional. The cost indicated in the Proposal shall be deemed as final and reflecting the total cost of consultancy services. Omissions, if any, in costing any item shall not

entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder, in case of its selection.

- 10.5 Bidders are advised that selection shall be entirely at the discretion of the Administrator. It shall be deemed to have understood and agreed that Administrator shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or the Selection.
- 10.6 Any information contained in the Proposal shall not in any way be construed as binding on the USOF, its agents, successors or assigns, but shall be binding against the Bidder, if the Consultancy agreement is subsequently signed with it.
- 10.7 After opening of financial proposals, the consultant, with lowest bid, will be declared eligible for award of the consultancy contract. This selected consultant will then be invited for negotiations, if considered necessary.
- 10.8 In case where the lowest financial bid submitted by two or more financial consultants is same, the Administrator reserves the sole right to decide the award of work to a particular financial consultant.

11. Negotiations

Financial Negotiations: Negotiations, if considered necessary, shall be held only with the consultant who shall be placed as L1 bidder. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted. Date and Time for negotiation shall be communicated to the L1. Representatives conducting negotiations on behalf of the L1 Consultant must have the written authority to negotiate and conclude & sign the consultancy agreement.

12. Award of Contract

After completing negotiations, the USOF shall issue a Letter of Award (LOA) to the selected Consultant and promptly notify all other empaneled consultants who have submitted proposals about the decision taken. The selected consultant will sign the agreement after fulfilling all the formalities/pre- conditions. The selected Consultant is expected to furnish PBG (section 5 of the RFQ) and commence the assignment/ job on the date specified as date of signing in the Consultancy Agreement.

13. Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of any information related to the

process may result in the rejection of its proposal and may be subject to the provisions of the USOF's antifraud and corruption policy as delineated in the RFE document.

14. Payment Terms

The terms of payment would be linked to the deliverables and milestones of the project, and are specified in the Consultancy Agreement (Section 6)

Section - 3

Financial Proposal Forms

Form Fin 1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

TO: [Name and address of USOF]

Subject: Proposal for “[Insert the name of the assignment]”

Dear Sir,

Having examined the RFQ document, we, [Insert name of the company], the undersigned, hereby offer to render the captioned consulting services to USOF in conformity with the requirements defined in the RFQ dated [Insert date], and our Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount of the total cost quoted for the assignment is inclusive of all costs & expenses, taxes and duties.

We are empaneled with the USOF in pursuance to the RFE dated 30-05-2019 and we understand that the provisions listed out in the RFE and addendum/clarification issued thereupon dated 19-06-2019 and terms & conditions of Empanelment shall be binding upon us.

We understand that EMD converted into security deposit would be forfeited for the reasons of forfeiture as stated in the Para 9.2, Section 2 of the RFE.

We also understand that we will intimate the USOF of non-participation along with the reasons not later than the 7 days before due date of submission of the bids.

We have read the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Proposal/Bid

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

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, for a period of 90 days from the due/closing date fixed for submission of bid as stipulated in the RFQ.

We understand you are not bound to accept any bid/proposal you receive in response to this RFQ.

We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices as stated in the RFE dated 30-05-2019 and addendum/clarification issued thereupon dated 19-06-2019.

We, hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflict of interest as stated in the RFE dated 30-05-2019 and addendum/clarification issued thereupon dated 19-06-2019. We also understand that non-disclosure of the conflict of interest may lead to termination of the empanelment.

We, hereby declare that we have not been blacklisted by any Central/ State/ UT Government.

In case we are engaged as a Consultant, we agree to abide by all the terms & conditions of the Agreement that will be issued by the Administrator, USOF.

We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Administrator which shall be binding on us.

Our correspondence details with regard to this RFQ are:

No.	Informatio	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFQ	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Consultancy firm: Address:

Form Fin 2

SUMMARY OF FINANCIAL PROPOSAL

The Financial Proposal for the assignment is summarized as following:

Sl. No	Project/ Name	Total Fee
1.	[Insert the name of the assignment]	Rs.
2.	Taxes/duties inclusive of GST	Rs.
3.	Total	Rs.

Total fees Chargeable will be **Rs. XXXX (Rupees XXXX)**, this amount is inclusive of all applicable taxes/duties.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Consultancy firm: Address:

Please Note:

1. *Fee shall be quoted as a fixed amount in Indian Rupees. Conditional proposal shall be summarily rejected.*
2. *The above quoted fee shall include all costs & expenses such as legal fees and out of pocket expenses, etc. to be incurred by the Consultant to complete the assignment.*
3. *Goods and Service Taxes as applicable shall be indicated by the Consultant on total fee separately.*
4. *Payment terms will be as indicated in the Section 6 of the RFQ document.*

Section - 4

Terms of Reference

1. Background of the Project

- 1.1 This project is for provision of mobile services at Border Outpost (BOP) locations.
- 1.2 The project envisages deployment of approximately 772 towers at various Border Outposts/ Border Intelligence posts of Border Security Forces, Indo-Tibetan Border Forces, etc. For the purpose of said deployment; the department proposed to fund the viability gap funding.

2. Responsibilities of the Consultant

The Consultant selected by USOF shall be required to, inter alia, undertake commercial and financial responsibilities to all aspect of the consultancy, including but not restricted to the following:

- (i) Examine the project framework for the creation/augmentation of the telecom infrastructure/sites and for provision of services, based on the Technical DPR/ documents provided by USOF.
- (ii) Design & develop subsidy model for extending subsidy support on Net Cost basis as defined in the Indian Telegraph Rules, 1951, including assessment of revenue potential for the service provider in the proposed USOF scheme.
- (iii) Recommend size & number of bidding units, bid parameters, differentiated benchmark values viz. estimates of the Net Cost bidding unit wise, including site-wise etc., financial bidding process and also assist in formulating the financial aspects of the tender document if needed.
- (iv) Assist during the stakeholder consultation & pre-bid conference and during the bidding process in evaluation of bids and selection of successful bidder(s), wherever asked for
- (v) Assist in USOF agreement(s) formulation, to be signed with the successful bidder(s) i.e. Universal Service Provider (USP).
- (vi) Recommend the phasing of the subsidy disbursement & other financial conditions such as incentive & disincentive clauses that would be built into the tender document and USOF agreement(s) for this project, so as to ensure the effective compliance, by the USP, of the stipulated deliverables for the scheme and proper utilization of the funds disbursed to the USP.

Section - 5

Other Terms & Conditions

1. Administrator reserves the right not to accept bid (s) from bidder(s) resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies/ Vigilance Cell.
 2. Administrator is not bound to accept the lowest bidder or 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. Administrator reserves the right to summarily reject an offer received from any bidder(s) without any intimation to the bidder(s).
 4. Administrator reserves the right to withdraw / cancel the bid document (RFQ) at any stage.
 5. **Termination of bidding process:** Administrator reserves the right to accept or reject any bid/proposal, and to annul the bidding process and reject all proposals at any time prior to issue of Letter of Award, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action.
 6. **Arbitration:** In the event of any question, dispute or difference arising under the RFQ, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under this RFQ, 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 shall be referred to an arbitral tribunal consisting of sole arbitrator to be appointed by Secretary, Department of Telecommunications, Ministry of Communication, 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.
- 7. Performance Bank Guarantee (PBG):**
- 7.1 Deleted.** Since EMD for the empanelment is available, no PBG is being sought under this contract.

Section - 6

Consultancy Agreement

CONSULTANCY AGREEMENT

PREAMBLE

1.1 This **AGREEMENT** (hereinafter called the “Agreement”) is entered into on the....day of.....by and between, on the one hand, President of India through the Administrator, Universal Service Obligation Fund (hereinafter called the “Administrator”), Department of Telecommunications, Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, with Deputy Administrator (Finance), USOF as his authorised signatory, and, on the other hand, (hereinafter called the Consultant), a company registered in India, having its registered office at and Corporate office at to render financial consultancy services for formulation of scheme(s) for the project for setting up the infrastructure & Provision of Mobile Services in Border Outpost (BOP) locations.

WHEREAS

- a) The Consultant has expressed its capability, professional skills and its willingness to render the consultancy services and recommendations as sought by the Administrator on the terms and conditions set forth in the Agreement.
- b) The Administrator has requested the Consultant to render consultancy services as defined in this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following shall be deemed to form an integral part of this Agreement.
 - a) The General Conditions of Agreement;
 - b) The Special Conditions of Agreement;
 - c) The Financial Conditions;
2. The mutual rights and obligations of the Administrator and the Consultant are set in the Agreement, in particular:
 - a) The Consultant shall carry out the Services in accordance with the provisions of this Agreement, and

b) The Administrator shall release payments to the Consultant in accordance with the provisions of this Agreement.

3. RFQ no..... dated, any amendment/corrigendum to the RFQ, clarifications to the pre-bid queries, financial proposal as submitted by the Consultant and Letter of Award (LoA) issued by the Administrator shall be deemed to form and be read and construed as part of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed through their respective Authorised Representatives on

1. For and on behalf of President of India through Administrator, USOF

(Authorised Representative)

2. For and on behalf of the Consultant

(Authorised Representative)

Witnesses:

1.

2.

PART I
General Conditions

2.0 GENERAL PROVISIONS:

2.1 Definitions:

Unless the context otherwise requires, the terms whenever used in this Agreement have the meaning as defined in Part IV of this Agreement.

2.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant, or of principal and agent, between the Administrator and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2.3 Law Governing Agreement:

This Agreement, its meaning and interpretation, and the relation between Parties shall be governed by the applicable laws in India.

2.4 Headings:

The headings shall not limit, alter or affect the meaning of this Agreement.

2.5 Notices:

2.5.1 Any notice, request 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 authorised representative or the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Agreement.

2.5.2 A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address specified in the Agreement.

3.0 Commencement, Completion, Modification and Termination of Agreement:

3.1 Commencement of Agreement:

This Agreement shall come into force and effect from the date it is signed by the parties of the Agreement and shall remain valid for a period of **ONE year** reckoned from the date of signing of the Agreement, which can be extended by the Administrator, if needed based on the agreeable terms and conditions.

3.2 Modification or Variations:

The Administrator reserves the right to modify at any time the terms and conditions of the Agreement, or abandon the Agreement in totality, if in his opinion, it is necessary to do so in public interest or in the interest of the security of the State. The decision of the Administrator shall be final in this regard.

3.3 Force Majeure:

- (a) For the purpose of this 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, and 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) Should either of the parties to this Agreement be prevented from or delayed in performing this Agreement by Force Majeure, in such an eventuality, no party shall be responsible towards the other party for non-performance or delay or termination in performance of its obligations under this Agreement.
- (f) 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.

3.4 Suspension, Revocation or Termination of Agreement

3.4.1 Suspension:

The Administrator, by written notice of suspension to the Consultant, suspend all payments if the Consultant fails to perform any of its responsibilities under this Agreement, including the carrying out of the Services, provided such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period **not exceeding 10 days** of such notice of suspension

3.5 Termination:

3.5.1 The Administrator reserves the right to terminate this Agreement by giving not less than 10 days written notice to the Consultant in case of the occurrence of any of the following events and on such a termination no fees will be payable to the Consultant

- (a) If the Consultant fails to remedy a failure in the performance of its obligations within time as specified in a notice of suspension or within such further period as the Administrator may have subsequently approved in writing under paragraph 3.4.1 of this Agreement.
- (b) If the Consultant becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to paragraph 6.0 of this Agreement.
- (d) If the Consultant submits to the Administrator a false statement which has adverse effects on the rights, obligations or interests of the Administrator.
- (e) If the Consultant fails to provide the quality of services as envisaged under this Agreement, the Administrator's decision regarding the poor quality of services shall be final and binding on the Consultant. The Administrator may give another chance, for the reasons recorded in writing, to the Consultant to improve the quality of service.
- (f) Administrator 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 end in following two ways:
 - i. The period of empanelment of the Consultant with USOF expires.
 - ii. Termination of empanelment due to non-performance on following grounds-
 1. Performance of Services is below expected level
 2. Non- adherence to the timelines
 3. Quality of work/deliverables is not satisfactory

In this regard, Administrator will inform and ask the Consultant to furnish the explanation for the same within 7 days. Administrator would decide whether it wishes to terminate the empanelment or otherwise and its decision would be final.

3.5.2. In the eventuality of termination of this agreement as described in paragraph 3.5.1, the Earnest Money Deposit of the Consultant shall be forfeited and further action as deemed fit by the Administrator shall be taken against the Consultant, inclusive of obtaining the financial consultancy services from any other party at the risk and cost of the Consultant.

4.0 Obligations of the Consultant:

4.1 Standard of Performance:

The Consultant shall perform the Services and carry out its responsibilities hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices of finance.

4.2 Conflict of interests:

4.2.1 The Consultant shall hold the Administrator's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or his own interests.

4.2.2 The Consultant has an obligation to disclose any situation of actual or potential conflict and also situations wherein the Consultant is auditor or advisors or consultant to a bidder for a USOF project/scheme, that impacts their capacity to serve the best interest of the Administrator, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as soon as any potential conflict comes to their notice. If the Consultant fails to disclose said situations and if the Administrator comes to know about any such situation at any time, it may lead to the termination of this Agreement and/or of the empanelment. Administrator shall, upon being notified of the actual or potential conflict by the Consultant, decide whether it wishes to terminate the Agreement/Empanelment or otherwise and its decision would be final.

4.3 Prohibition of conflicting activities:

The Consultant shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.

4.4 Confidentiality:

Except with the prior written consent of the Administrator, the Consultant or its employees/agents shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services nor shall the Consultant or any of its employees/agents make public the recommendations formulated in the course of, or as a result of, the Services under this Agreement.

4.5 Consultant's Actions Requiring Administrator's Prior Approval:

The Consultant shall obtain the Administrator's prior approval in writing before taking any of the following actions:

- a. Making any changes in the team listed in paragraph 11.1 of the Agreement.
- b. Any other action that amounts to any deviation from any of the terms specified in the Agreement

4.6 Reporting Obligations:

The Consultant shall submit to the Administrator the reports and documents, in the form & manner set forth in this Agreement and as deemed fit by the Administrator.

4.7 Documents prepared by the Consultant to be the property of the Administrator

All the reports, other documents and software prepared by the Consultant for the Administrator under this Agreement shall become and remain property of the Administrator, and the Consultant shall deliver all such documents to the Administrator together with a detailed inventory thereof within seven days upon termination or on expiry of this Agreement. The Consultant may retain a copy of such documents, but shall not use them for any purpose, without taking permission in writing, from the Administrator and the Administrator reserves the right to grant or deny any such permission to the Consultant.

5.0 Indemnity:

The Consultant shall indemnify and at all times keep the Administrator indemnified and harmless against all damages, claims, dues, payments, fines, penalties, compensation, liabilities, other losses etc. caused by or attributable to any act or omission on the part of the Consultant, its employees, agents or servants.

6.0 Arbitration:

6.1 In the event of any question, dispute or difference arising under the Agreement, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under this Agreement, 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 shall be referred to an arbitral tribunal consisting of sole arbitrator to be appointed by Secretary, Department of Telecommunications, Ministry of Communication, Government of India.

6.2 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.

7.0 Set Off Clause:

7.1 In the event any sum or money or claim becomes recoverable by the Administrator from the Consultant or payable by the Consultant to the Administrator under this Agreement in any manner, such money or claim can be deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the Consultant under this Agreement or any other Agreement entered into with the Administrator or the Department of Telecom. The Administrator shall have the right to make deductions or adjustments from the security deposit, any valuable security convertible into money, Performance Bank Guarantee.

7.2 After exercising the right of set-off under this paragraph a notice shall be given within seven days by the Administrator to the Consultant.

PART II

SPECIAL CONDITIONS

8.0 Responsibilities:

8.1 Responsibilities of the Consultant:

The Consultant shall be required to, inter alia, undertake commercial and financial responsibilities to all aspect of the consultancy, including but not restricted to the following:

- (i) Examine the project framework for the creation/augmentation of the telecom infrastructure/sites and for provision of services, based on the Technical DPR/ technical specifications and reports provided.
- (ii) Design & develop subsidy model for extending subsidy support on Net Cost basis as defined in the Indian Telegraph Rules, 1951, including assessment of revenue potential for the service provider in the proposed USOF scheme.
- (iii) Recommend size & number of bidding units, bid parameters, differentiated benchmark values viz. estimates of the Net Cost bidding unit wise, including site-wise etc., financial bidding process and also assist in formulating the financial aspects of the tender document.
- (iv) Assist during the stakeholder consultation & pre-bid conference and during the bidding process in evaluation of bids and selection of successful bidder(s) wherever required.
- (v) Assist in USOF agreement(s) formulation, to be signed with the successful bidder(s) i.e. Universal Service Provider (USP) wherever required..
- (vi) Recommend the phasing of the subsidy disbursement & other financial conditions such as incentive & disincentive clauses that would be built into the tender document and USOF agreement(s) for this project, so as to ensure the effective compliance, by the USP, of the stipulated deliverables for the scheme and proper utilisation of the funds disbursed to the USP.

8.2 Responsibility of the Administrator:

Administrator shall provide the Consultant with necessary support in terms of:

- (i) Technical DPR of the project/ any other report.
- (ii) Details of sites, proposed to be covered.
- (iii) Any other input considered necessary by the Administrator, including inputs of the Technical wing of the USOF.

9.0 Time Schedule for Completion of Services.

9.1 Keeping in view the strategic nature of the project and the need to complete it in a time bound manner, time schedule is as follows -

S. No.	Deliverables	Max no. of weeks from the signing of the Agreement#
1	Submission of Inception Report (IR) on the assessment of the Project Framework & the methodology proposed for subsidy modelling & benchmarking	1
2	Submission of the Draft Report for subsidy modelling & benchmarking for USOF project for provision of mobile services in Border Outpost (BOP) locations	3
3	Submission of the Final Report for the entire project including recommendations regarding tender document & the tendering process based on the comments & detailed discussions with the USOF & stakeholders	4
4	Assistance of the Consultant in the drafting of the tender document, based on the Final Report & recommendations	-
5	Assistance of the Consultant in pre-bid conference, evaluation of bids	-
6	Assistance in formulation of the USOF agreement(s)	-

excludes the time involved in providing of the technical DPR, of comments/suggestions of the USOF & stakeholders.

9.2 The Consultant shall submit hard & soft copies of the reports etc. to Administrator.

10. Liquidated Damages/Performance Assessment

The Consultant is to abide by the timelines given for the completion of the Services and

complete their due performance as specified in this Agreement. In case the Services specified are not completed according to the schedule/timeline stipulated therein solely on account of delays attributable to the Consultant, the Administrator reserves the right to seek compensation for delay at the rate of 0.2% of the total fees payable 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 payable for each week of delay or part thereof for a further period of eighteen weeks and thereafter the Administrator may terminate this Agreement. The decision on the quantum of compensations assessed and levied, by the Administrator shall be final.

11.0 Staffing:

11.1 Team Leader and Team members:

As has been offered by the Consultant and accepted by the Administrator, the following team leader and a dedicated team of members shall be deputed for the Services as specified in this Agreement and must be available as and when required by Administrator until the signing of the USOF agreement(s):

S. No	Name	Position/ Designation	Qualification

11.2 As specified under paragraph 4.5, no change or addition shall be made in the team mentioned under paragraph 11.1 of this Agreement without prior approval of the Administrator. The Consultant shall not outsource the work to any other associate/franchisee/third party under any circumstances without the written prior approval of Administrator.

PART III
FINANCIAL CONDITIONS

12.0 Fees for the Services under the Agreement:

12.1 The Administrator agrees to pay the Consultant an all-inclusive sum of _____ Rs.
..... (Rupees) plus GST as applicable for the Services rendered.

12.2 Payment Terms:

The Administrator on being satisfied regarding the Services rendered by the Consultant shall pay the sum stated in clause 12.1 of the Agreement as per the following terms & schedule:

S. No.	Milestones	Payment as % of the total fees payable
1	Submission of the Draft Report for subsidy modelling & benchmarking for USOF project for provision of mobile services in Border Outpost (BOP) locations	40
2	Submission of the Final Report for the entire project including recommendations regarding tender document & the tendering process based on the comments & detailed discussions with the USOF & stakeholders	30
3	Floating of the tender document (issue of NIT)	20
4	Signing of the USOF Agreement(s) with successful bidders	10

12.3 It is agreed that the amount indicated at para 12.1 of this Agreement is an all-inclusive payment for the Responsibilities & Services of the Consultant as identified at para 8.1 and 9 of this Agreement and covers the amount which the Consultant may have to pay to specialists from private sector/other organisations/agencies and all other expenses, including those on travel, boarding and lodging and use of its internal infrastructure.

12.4 The Consultant shall submit a demand along with a pre-receipt for payment of the fees, when due, as per the agreed terms as described under paragraph 12.2 of this Agreement.

12.5 It is agreed and known between Administrator and the Consultant that this consultancy work is prestigious and time bound. The Consultant undertakes to work to closely with the Administrator to ensure that the Services are completed & performed within the agreed timeframe and as specified in this Agreement.

13. Performance Bank Guarantee (PBG):

13.1 Deleted

PART IV

DEFINITIONS

14.0 Interpretation of Terms/definitions:

For the purpose of this Agreement, unless the context otherwise requires, the following terms and expressions used shall have the meaning respectively to them as under:-

14.1 Administrator: 'Administrator' means the Administrator of the Universal Service Obligation Fund, an attached office of the Department of Telecommunications under Ministry of Communications, who had invited bids for consultancy services from the empanelled financial consultants of USOF notified vide this office letter 23.09.2019 and with whom the Consultant signs the Agreement for rendering Services.

14.2 Agreement: 'Agreement' shall mean this Agreement signed between the Administrator and the Consultant, for advising and assisting USOF in formulation of scheme(s) for its project for creation/augmentation of the telecom infrastructure/sites and for provision of mobile services in Arunachal Pradesh and two districts of Assam under CTDP.

14.3 Consultant: 'Consultant' means financial consultant with whom this Agreement has been entered into by the Administrator for providing Services as specified under this Agreement.

14.4 Fees: 'Fees' means the fee payable to Consultant for the performance of the Services under this Agreement, subject to such deductions there from, as may be made pursuant to the Agreement.

14.5 Services: 'Services' mean the work, activities, tasks and responsibilities to be performed by the Consultant in pursuance to this Agreement and the expected results and deliverables as specified under this Agreement.

14.6 Universal Service Obligation (USO): 'USO' shall have the same meaning as ascribed to it under Clause (1A) of Section 3 of the Indian Telegraph Act, 1885 as amended from time to time.

14.7 Universal Service Obligation Fund (USOF): 'USOF' shall have the same meaning as ascribed to it under the Clause (1A) of Section 3 read with Section 9A of Indian Telegraph Act, 1885 as amended from time to time.