

Bid Document

**e-Tender for Preparation of Detailed Project Report for Setting up of
TELECOM FINANCE CORPORATION
For DoT HQ, Sanchar Bhawan, New Delhi
Tender No. 167-39/2012-Plan
(July, 2015)**



सत्यमेव जयते

**Government of India
Ministry of Communications and IT
Department of Telecommunications
Sanchar Bhawan, 20, Ashok Road
New Delhi - 110001**

(Visit us at www.eprocure.gov.in and <http://www.dot.gov.in>)

Price: Rs. 3000/- only

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrolment in the e- Procurement site using the: Online Bidder Enrolment” option available on the home page/ portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.

10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
11. From my tender folder, he may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one

as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.

20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.

28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315** or send an e-mail to – cppp-nic@nic.in.

CHECK LIST FOR BID TENDER SUBMISSION

(The following checklist must be filled in and submitted with the bid documents)

Pre qualification bid:

Sl.No	Particulars	Yes/No
1	Have you submitted EMD asked for in the prescribed instrument and uploaded the scanned copy?	
2	Have you submitted the Bid processing fee and submitted the proposal?	
3	Have you submitted formats of Technical proposal?	
	Form Tech 1: Letter of proposal submission	
	Form Tech 2: Consultants organisation and experience	
	Form Tech 3: Approach, methodology and work plan	
	Form Tech 4: Curriculum Vitae	
	Form Tech 5: Team composition	
	Form Tech 6: Staffing schedule	
	Form Tech 7: Work Schedule	
	Form Tech 8: Information regarding any conflicting activities and declaration thereof.	
	Form Tech 9: Certificate regarding relatives not associated with employer	
	Form Tech 10: Pre contract Integrity pact/	
4	Price bid : Have you downloaded BOQ and submitted the Financial proposal?	
5	Have you submitted Form Fin -1 Financial proposal submission form?	
	Have you submitted Form Fin -2 Summary of Costs?	

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**No. 167-39/2012-Plan
Government of India
Department of Telecommunication
(Plan Section)
Sanchar Bhawan, 20 Ashoka Road,**

New Delhi, Dated the July, 2015.

e - Tender Notice

**For Preparation of Detailed Project Report for Setting up of
Telecom Finance Corporation**

BY

DEPARTMENT OF TELECOMMUNICATIONS

To

All intending parties

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.....

**Subject : For Preparation of Detailed Project Report for Setting up of Telecom
Finance Corporation**

e -Tenders are invited by the Ministry of Communications & IT, Department of Telecommunications from reputed, experienced, Technically and financially sound Consultant (herein referred to as Consultants) for Preparation of Detailed Project Report for Setting up of Telecom Finance Corporation by the Department of Telecommunications, Sanchar Bhawan, New Delhi.

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> from 14.07.2015 to 14.08.2015 (upto 1200 hrs).

3. The interested Consultant may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted only online through the e-procurement portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. Tender sent by any other mode will not be

accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

4. The Earnest Money Deposit (EMD) of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) in the form of Account Payee Demand Draft/Bankers Cheque in favour of PAO (HQ), DoT, New Delhi has to be submitted to the Director (TPF), Room. No. 1312, Department of Telecommunications, Sanchar Bhawan, New Delhi between 14.07.2015 to 14.08.2015 upto 1200 hrs. Bids shall not be considered in case the EMD is not submitted by 1200 hrs on 14.08.2015. Late receipt of EMD viz, after closure of online bidding time, (1200 hrs on 14.08.2015) will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily.

5. The Technical Bids will be opened online on 14.08.2015 at 1500 hrs by a Tender Opening Committee of this Department. At the first instance the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the Department. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. The Tender Evaluation Committee (TEC), after evaluation the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.

6. This tender is covered under Integrity Pact programme of Government of India and prospective bidders are required to sign the Integrity Pact document and submit the same to DoT alongwith the bids. For Further details Section-2, part-I, Clause 19 mentioned in the Tender document may be seen.

7. The competent authority in the Department of Telecommunications reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Documents, without assigning any reason, thereof.

8. The pre-bid meeting will be held on 21.07.2015 at 11.30 AM in the Conference Room, 13th Floor Sanchar Bhawan, New Delhi - 110001. The prospective bidders are requested to attend the aforesaid meeting for any clarification etc.

9. DoT reserves the right to accept or reject any or all the tenders without assigning any reason.

(Usha Sekhar)
Assistant Director General (PSF)

Section 2

INSTRUCTIONS TO CONSULTANTS

Part I

1. Definitions

- (a) **“Employer”** means the Department of Telecom, Ministry of Communications & I.T., Government of India who have invited the bids for consultancy services for this project and with whom the selected Consultant signs the contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference of the contract.
- (b) **“Consultant”** means any entity or person or association of persons who have been selected during this bidding process and work order to provide the services to the Employer and entered the contract for providing such service.
- (c) **“Contract”** means the Contract signed by the consultant to provide services to the employer for preparation of Draft Project Report for setting up of Telecom Finance Corporation.
- (d) **Tender Evaluation Committee (TEC)** means the Committee constituted by the employer to evaluate the proposals for selection of the Consultant.
- (e) **“Project specific information”** means such parts of the instructions to Consultants used to reflect specific project and assignment conditions.
- (f) **“Terms of Reference” (TOR)** means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, and expected deliverables of the assignment / job.
- (g) **“Government”** means the Government of India.
- (h) **“Day”** means calendar day
- (i) **“Instructions to Consultants” (Section 2 of RFP)** means the document which provides all information needed to prepare their proposals.
- (j) **“Personnel”** means professionals and support staff provided by the Consultant and assigned to perform the services or any part thereof.

- (k) **“Proposal”** means the Proposal submitted to the Employer by an entity/ person /association of person for seeking contract for consultancy services for preparation of Draft Project Report for setting up of Telecom Finance Corporation and comprises Technical Proposal and the Financial Proposals furnished by him in this regard.
- (l) **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (m) A **“Gantt chart”** is a type of bar chart that illustrates a complete project schedule, indicating the start and finish dates of all the elements of a project.
- (n) **“Assignment / job”** means the work to be performed by the Consultant pursuant to the Contract.
- (o) **“TFC”** means Telecom Finance Corporation.
- (p) **“CMC”** means Consultancy Monitoring Committee formulated to monitor the progress of the assignment.
- (q) **“DPR”** means Detailed Project Report.

2. Introduction

Department of Telecom (DoT), India invites proposal from reputed, experienced, technically and financially sound Consultant for Preparation of Detailed Project Report for Setting up of Telecom Finance Corporation by the Department of Telecommunications, Sanchar Bhawan, New Delhi.

2.1 The name of the assignment/job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/job has been described under the Terms of Reference in Section -5.

2.2 The date, time and address for submission of the proposal have been given in Part II Data Sheet.

2.3 Interested Consultants are invited to submit their Proposal, for consultancy assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment/job, Consultants are encouraged to attend the pre-bid meeting.

2.5 The Employer shall provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without assigning any reason and without thereby incurring any liability towards Consultants.

3. Eligibility Conditions:

Only Companies/firms/Consultants and association of Consultants meeting the Technical Bid Qualification Criteria as specified in para 14 and having an average annual turnover of Rs 50 Core or more in the last 3 Financial Year are eligible to submit their Technical and Financial proposal, as specified in the RFP document. If the consultant had formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in para 14. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. For the purpose of evaluation association of consultants will be treated as one entity. If any member of the association of consultants is dropped at the RFP stage, such a association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible may allow such association of consultant to submit their proposal.

4. Clarification and Amendment of RFP Document

4.1 Consultants may request for a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing and e-mail to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by e-mail and post all such clarifications on the website of the Department of Telecom i.e. <http://www.dot.gov.in>. All such clarifications will form an integral part of RFP document.

4.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultants reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

4.3 Employer may seek clarifications from the Consultants on the content of their RFP during the proposal evaluation process. All correspondences for clarifications will be sent to the Consultants. The Consultants are expected to provide the clarifications within the time frame to be specified by Employer. If the Consultants fail to provide any clarifications against such requests, Employer will make appropriate assumptions on those points and proceed with the evaluation.

5. Conflict of Interest

5.1 The Employer requires that Consultants 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.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Assignment/job: A Consultant (including its affiliates) shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer.

Conflicting Relationships: An applicant (including its Personnel) 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 awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants 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 technical proposal provided herewith. If the consultant 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 Consultant during bidding process or the termination of its contract during execution of the assignment.

5.4 The selected Consultant shall not engage in activities that conflict with the interest of the Employer under the contract and they would not engage in any assignment that would be in conflict of interest with their current obligations to the same or other client.

6. Proposal

6.1 The Interested Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

7. Proposal Validity

7.1 Part II Data Sheet indicates how long Consultants' proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial

proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged. Consultants could submit new staff in replacement, which would be considered in the final evaluation for award of the contract. Consultants 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 further evaluation.

8. Preparation of Proposal

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

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

8.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the prescribed minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(b) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position mentioned.

(c) Depending on the nature of the assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section- 3. Part II Data Sheet in Section- 2 indicates the format of the Technical Proposal to be submitted. Submission of a Technical Proposal not conforming to the format prescribed in data sheet will be considered as a non-responsive bid. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Forms (Section 3). Form TECH-1 in Section- 3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

(d) A brief description of the consultant's organization will be provided in Form TECH-2 (Section 3). In the same form, the Consultant will provide details of experience of assignments which are similar to the proposal assignment /

job as per the TOR. For each assignment/job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/job, contract amount, and consultant's involvement through the project. Information should be provided only for those assignment/jobs for which the Consultant was legally contracted by an employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting firm cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

(e) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section 3) which will show in the form of a Gantt chart the timing proposed for each activity.

(f) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-5 of Section 3.

(g) CVs of the Professional staff as mentioned in para 8.3 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-4 of Section 3).

(h) Estimates of the staff input needed to carry out the assignment/job and work schedule should be given in Form TECH-6 and TECH-7 respectively of Section 3. Information relating to "conflict of interest" should be furnished in Form TECH-8 of Section 3.

8.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared non-responsive.

8.5 Financial Proposals: The Financial Proposal shall be prepared using the prescribed Forms (Section 4). It shall list all costs associated with the assignment/job. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. In addition the price bid format is provided as BOQ_XXXX.xls along with the tender documents at <http://eprocure.gov.in>. Bidder are advised to

download this BOQ_XXXX.xls and quote their offers/ rates in the prescribed columns.

- 8.6** The bid will be submitted in the name of the Company to whom the Tender documents are issued.

9. Taxes

The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal indicated as a distinct item.

10. Currency

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

11. Earnest Money Deposit (EMD), Bid processing Fee and Performance Guarantee

11.1 Earnest Money Deposit

- (a)** An EMD of Rs. 2,50,000/- in the form of a Demand Draft drawn in favour of PAO (HQ), Department of Telecom, Government of India and payable at New Delhi has to submitted to the Director (TPF) , Room .No. 1312, Department of Telecommunications Sanchar Bhawan ,New Delhi- 110001. Between 14.07.2015 to 14.08.2015 upto 1200 hrs PM. Late receipt of EMD i.e., after closer of online bidding time, will make the bidder disqualified and that bid not be considered.
- (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 the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- (e)** No bank guarantee will be accepted in lieu of the EMD.
- (f)** A Scanned copy of Earnest Money DD may be uploaded as part of bid document.

11.2 Forfeiture of EMD

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

- (a)** If the proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- (b)** If the proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.

- (c) If the consultant tries to influence the evaluation process.
- (d) If the first ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant)

11.3 Bid Processing Fee

All bidders are required to pay Rs.3000 (Rs. Three Thousand only) towards Bid Processing Fee. This fee may be deposited in cash at PAO (HQ), DoT, Sanchar Bhawan, 20 Ashok Road, New Delhi. The receipt (in original) should be submitted along with the draft for EMD. The Bid Processing Fee is Non-Refundable. The Proposal, which does not include the bid processing fee, would be rejected as non-responsive. A scanned copy of receipt of processing fee may be uploaded alongwith bid documents

11.4 Performance Security

The selected consultant shall be required to furnish a Performance Bank Guarantee (Format as prescribed at Appendix - G) equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of PAO (HQ), Department of Telecom, Government of India for the period of 90 days beyond the date of completion of work done under contract. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract EMD would be returned.

12. Submission, Receipt and Opening of Proposal

12.1 A pre- bid conference would be held on 21.07.2015 at 1130hrs for clarifying issues and clearing doubts about the proposed contract. The online proposal, both Technical and Financial Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 respectively.

12.2 The Proposals addressed to Employer's representative must be submitted online at website indicated in the Data sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para above. Any proposal received by the Employer after the deadline for submission shall not be accepted.

12.3 Envelope containing EMD and bid processing fee shall be opened first in the

presence of bidders authorized representatives (to get proper identification / Authority letter) who choose to attend at the date and time mentioned in Part – II Data sheet.

12.4 Technical bid shall be opened online on the scheduled date and time at 1600 hrs on 14.08.2015, and for this purpose the server time will be considered. Proposals of only those bidders who have submitted the EMD and bid processing fee as per the specified requirements will be opened in the presence of the representatives of the Consultants who wish to attend.

12.5 The Financial bid of only those tenders will be opened, which are found technically qualified by the Tender Evaluation Committee (TEC) on a date that would be intimated later.

13. Proposal Evaluation

13.1 From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Consultants' Proposal.

13.2 The Employer will constitute a Tender Evaluation Committee (TEC) for selection of the Consultant which will carry out the evaluation process. The Employer shall consider proposals of only those Consultants whose offer are found to fulfill all requirements laid down in this RFP.

13.3 Evaluation of Technical Proposals: The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (Section 5) and by applying the evaluation criteria and sub-criteria specified at para 14 below. Wherever felt necessary, TEC would call for clarification from the prospective Consultants on technical aspects of the bid. 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. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bids (proposals) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

14 Criteria for Evaluation of Technical Proposal:

The following criteria would be followed for evaluation of technical proposals:

Serial No.	Criteria	Weightage
1.	Experience of the Firm	30
	Experience in preparing similar DPRs in last 10 Years Number of similar consultancy projects conducted (Bidders to give not more than 4 citations. Each citation will carry a score of 7.5 points each.)	30
2.	Methodology, Work Plan & Understanding of the TOR	20
2.1.	Technical Approach & Methodology and adherence to TOR	10
2.2.	Work Plan	10
3.	Suitability of the Key Personnel for the Project	50
3.1.	Team Leader. (Not more than 1 Team leader to be specified)	20
3.2.	Domain Experts (Not more than 3 Domain experts to be Specified. Each Domain expert will carry a maximum score of 6 points each)	18
3.3	Presentation by Consultants Team (All 4 resource persons cited by the bidder have to be present during the presentation)	12

Only Consultants obtaining a total score of 60 (on a maximum of 100) or more on the basis of criteria for evaluation given above and an average annual turnover of Rs 50 Cores in the last 3 Financial Years would be declared technically qualified.

14.1 Method of Selection:

Financial proposals of only those firms which are declared technically qualified shall be opened publicly, on the date & time specified on the Data sheet, in the presence of the Consultants' representatives who choose to attend.

14.2 The proposal with the lowest bid will be considered for award of work, subject to fulfillment of other terms and conditions of this RFP.

14.3 The TEC will correct any computational errors. 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. In addition to the above

corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections will be allowed to the Financial Proposal.

14.4 After opening of financial proposals, the consultant with lowest quoted rate will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

14.5 No contractual obligation whatsoever shall arise from the RFP process unless and until formal contract is signed and executed by the Employer with the selected Consultant. The Employer reserves the right to accept or reject any or all of the offers at any stage of the process without assigning any reasons thereof and no claim/dispute on this aspect shall be entertained.

14.6 The RFP will be subject to legal jurisdiction of the court situated in Delhi.

15. Negotiations

15.1 Negotiations if considered necessary, will be held at the date, time and address intimated to the qualified and selected consultant. Representatives conducting negotiations on behalf of the Consultant must have the written authority to negotiate.

15.2 Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Applicant/consultant.

15.3 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, evaluation of proposed Professional staff, the Employer will not consider substitutions unless such substitution is unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation. The Employer may allow substitution of Professional staff only up to 25% of the total staff proposed.

16. Award of Contract

16.1 After completing negotiations, if considered necessary, the Employer shall issue a **Letter of Intent** to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

16.2 The consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the form of contract in Section 6, within two weeks of issuance of the letter of intent.

16.3 The Consultant is expected to commence the assignment/job on the date specified in the Part II Data Sheet.

17. Confidentiality

Information relating to evaluation of proposals and recommendations 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 Employer's anti-fraud and corruption policy.

18. Payment Terms

The terms of payment would be linked to the Time Line for Deliverables mentioned at para 21. Towards this, following actions would be initiated:

(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables may include processes / milestones, which may be carried out concurrently. After completion of each milestone / deliverable, the Consultant shall submit a report (the format of which would be decided by the CMC) to the CMC containing tangible results vis-à-vis goals and objectives set by the Employer for a particular set of deliverables. The payment to the extent indicated above for each milestone / deliverable would be made by the Employer on the basis of acceptance of such reports by the CMC. TDS will be as applicable.

19. Integrity Pact

19.1 As a part of the implementation of Integrity Pact programme in DoT all tenders with estimated value equal to or exceeding the threshold value will be covered under the integrity programme and the vendors are required to sign the Integrity Pact document and submit the same to DoT alongwith the bids. The present threshold value is Rs. 25 lakhs.

(a) Only those vendors who have purchased the tender document and signed the Integrity document and submitted the tender can send their grievances, if any, to the Independent External Monitors (IEMs) through the Nodal officer i.e. Chief Vigilance Officer (CVO), DoT. Ms Indu Liberhan, Ex-

Secretary Defence Finance, Ministry of Defence has been appointed as Independent External Monitor of DoT.

- (b)** Tenderers are requested to sign the Pre-contract Integrity pact as per the enclosed format at **Tech-10**.

19.2 The bidder should give a certificate that none of his/her near relative is working in DoT. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor Or all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied as per the enclosed format at **Tech-9**. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it comes to notice DOT will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a)** Members of a Hindu undivided family (HUF).
- (b)** Husband and Wife.
- (c)** If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

20. FORCE MAJEURE :

20.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

20.2 The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of the two parties, namely DOT and the Contractor.

20.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.

20.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

21. Time line for Deliverables : The time line for Deliverables is as under:

Time line for Deliverables

Sl. No.	Deliverable	Time line From Signing of Contract	Payment Schedule
1.	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with Employer	5 th Week	10%
2.	Submission of complete draft Report by Consultant	8 th Week	25%
3.	Feedback from Employer	10 th Week	
4.	Incorporate suggestions and presentation of Final report.	12 th Week	35%
5.	Acceptance of report	16 th Week	30%

Final Payment: The final payment shall be made only after the final report has been submitted by the Consultant and accepted as satisfactory by the “Employer”.

Part-II

INSTRUCTIONS TO CONSULTANTS

DATA SHEET (PROJECT SPECIFIC INFORMATION)

Serial No.	Reference Clause	Particulars of Data Sheet
1.	2	Name of the Employer: Department of Telecom, Government of India
2.	2.1	Name of the Assignment/job: Detailed Project Report for setting up of Telecom Finance Corporation
3.	12.1	A pre-bid meeting will be held on:
	Date:	21-07-2015
	Time:	1130hrs
	Venue:	2nd Floor, Committee Room, Sanchar Bhawan, 20, Ashoka Road New Delhi – 110001 (INDIA) (venue subject to change)
4.	Bid Submission Date	Last Date & Time and Address for submission of Proposal:
	Last Date:	14-08-2015
	Time:	1200hrs
	Address:	http://eprocure.gov.in/eprocure/app
		Envelope containing EMD and Bid Processing Fee will be opened on 14-08-2015 & Online Technical Proposals will be opened on 1600 at Committee Room, 2 nd Floor, Sanchar Bhawan, DoT, 20 Ashoka Road, New Delhi-110001.
5.	12.2	The Employer's Representative:
		Sh. Rajeev Srivastava, Director (TPF)
	Address:	Room No. 1312, Sanchar Bhawan, DoT, 20 Ashoka Road
		New Delhi-110001 (INDIA)
	Telephone	011- 23036699
	Fax:	011- 23355137
	E-mail:	srivastava.rajeev@gov.in
6.	7.1	Proposals must remain valid for 90 days after the last date of submission.
7.	4.1	Clarifications may be requested within 7 days of issue of the RFP, i.e. 21-07-2015

		The address for requesting clarifications is: Sh. Rajeev Srivastava, Director (TPF), Room No. 1312, 20 Ashoka Road, DoT, Sanchar Bhawan, New Delhi- 110001. (INDIA)
	Fax:	011- 23355137
	E-mail:	srivastava.rajeev@gov.in
8.	8.3	The formats of the Technical Proposal to be submitted are:
		Form Tech 1: Letter of Proposal submission
		Form Tech 2 : Consultant's organization & experience
		Form Tech 3: Approach, Methodology and Work Plan
		Form Tech 4: Curriculum Vitae
		Form Tech 5: Team Composition
		Form Tech 6: Staffing Schedule
		Form Tech 7: Work Schedule
		Form Tech 8 : Information regarding any conflicting activities and declaration thereof
		Form Tech 9 : Certificate regarding relatives not associated with Employer
		Form Tech 10 : Pre- Contract Integrity Pact
9.	10	Consultant should state the cost in Indian Rupees
10.	13 & 14	Evaluation Criteria as given in Para 14
11.	16.3	Location for performance assignment/job & date of Commencement: New Delhi and as decided by the Employer later. Within 10days of Signing of Contract.

Section 3

Technical Proposal - Forms

FORM TECH – 1

LETTER OF PROPOSAL SUBMISSION

{Location, Date}

To

Shri Rajeev Srivastava, Director (TPF)
Deptt. Of Telecom, Sanchar Bhawan
20 Ashok Road, New Delhi-110001
(INDIA)

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/job for Detailed Project Report for setting up of TFC of in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal online, which includes this Technical Proposal and a Financial Proposal. A separate envelope for the requisite EMD and original copy of the receipt for the bid processing fee has been sent to you vide out letter dated . 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.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT’S ORGANIZATION AND EXPERIENCE IN THE LAST 10 YEARS**A –Consultant’s Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm (attach certificate of incorporation), objectives of the firm etc.

The Organization should be registered/incorporated in India and is required to provide documentary proof in the form of Certificate of Incorporation, along with following information:-

1. GENERAL INFORMATION**1.1 Information about the Firm(s)**

- Name
- Address
- Web site
- Principal Contact
 - Name
 - Address
 - Telephone Number
 - Fax Number
 - Email Address

1.2 Size of the Firm(s)

- Provide turn-over figures and employee strength for the last three financial years.

1.3 Geographic presence

- Provide geographical spread of your firm, especially presence in different regions in India and the world

B –Consultant’s Experience**2.1 Experience of handling projects during last 10 years.**

- Number and nature of projects conducted. (Not more than 4 projects to be cited as per Clause 14)

(In support of 2.1 above, using the format given below, provide information on each assignment/job for which your firm was legally contracted either individually as a corporate entity.)

Maximum 4 projects to be cited for experience (If more than the designated number of projects is cited only the designated number of projects would be evaluated)

1. Firm's Name -

1	Assignment/job Name:	
1.1	Description of Project:	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No. of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No. of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed :	
1.15	Description of actual Assignment / job provided by your staff within the Assignment / job :	

2.2 Please provide documentary evidence from the client, i.e., certificate of completion of work. for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite supporting documents are not provided with the proposal. While evaluating the experience of the Applicants, the TEC may take into account factors such as the size and complexity and nature of project (and relevant for this project) undertaken by the Consultants.

2.3 List of key personnel having experience in relevant sector. (Not more than 1 Team leader & not more than 3 domain Experts can be cited)

2.4 Details of educational qualifications of key personnel who are proposed for the consultancy with specialization in Finance, economics, Banking & Management.

DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, AND PROJECT ORGANIZATION FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology, work plan and project organization are key components of the Technical Proposal. The Applicant must present his/her Technical Proposal divided into the following components:

a) Technical Approach and Methodology: In this section, the applicants should explain their understanding of the objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The applicant should highlight the project being addressed and their importance, and explain the technical approach they would adopt to address the project. The applicant should also provide an overview of tools and methodologies that they propose to adopt for drawing the Vision and Mission of TFC, modus operandi for TFC, market situation, the legal and regulatory framework for starting TFC in India, the ownership, capital structure of TFC, the Corporate finance strategy, the operational strategy, the governance and management structure, the Business Plan for TFC and the HR plan for TFC.

b) Work Plan: The applicant should propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the deliverable outcomes should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight number of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity of the project

c) Project organization and availability of experts: The applicant should propose and justify the structure and composition of his/her team. He/she should list the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment; highlight senior India-based leadership expertise in providing similar consultancy work.

d) GANTT chart for the activities related to creation the TFC.

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional, separate form Tech-5 will be prepared]
2. Name of Firm:
(Insert name of firm proposing the staff):
3. Name of Staff:
(Insert full name):
4. Date of Birth:
5. Nationality:
6. Education:
(Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained):
7. Membership of Professional Consortiums:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Employer:
Positions held:
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that best illustrates capability to handle the Tasks assigned:
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment/job or project:
Year

Location:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

TEAM COMPOSITION AND TASK ASSIGNMENT/JOB

Professional Staff

Sr. No.	Name of Resource person	Area of Expertise	Position / Task assigned for this job

STAFFING SCHEDULE

S.No.	Name of Staff	Activity Month	Total Months
-------	---------------	----------------	--------------

1.

2.

3.

Note :

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (Clerical Staff etc.).
2. Months are counted from the start of the Assignment / job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S. No.	Activity Months	Total Months
1		
2		
3		
4		

Note:

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment / jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities should be indicated in the form of a Gantt chart.

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section 2. If yes, please furnish details of any such activities.

If no, please certify as follows:

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under Clause 5 of the Section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name of Title of Signatory:

Name of Firm:

Address:

CERTIFICATE

“I..... S/o
r/o..... hereby certify that none of relative(s) as defined
in the tender document (Tender No. 167-39/2012-Plan) is/are employed in DOT unit as per
details given in tender document. In case at any stage, it is found that the information
given by me is false/ incorrect, DOT shall have the absolute right to take any action as
deemed fit, without any prior intimation to me.”

Date:

Signature of authorized person

Name :

Place

Pre-Contract -Integrity Pact

Department of Telecommunications hereinafter referred to as "Employer".

And

_____ hereinafter referred to as "The Consultant"

Preamble

The Employer intends to award, under laid down organizational procedures, contract/s for Preparation of detailed Project Report for setting up of Telecom Finance Corporation for DoT Hq. The Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Consultant.

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

Section 1 - Commitments of the Employer.

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Employer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Employer will during the tender process treat all Bidder(s) with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Consultant's

1. The Consultant's commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Consultant's will not, directly or through any other persons or firm, offer promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Consultant's will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Consultant's will not commit any offence under the relevant IPC/PC Act; further the Consultant's will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Consultant's of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Consultant's of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Consultant's. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Consultant's will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Consultant's will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Consultant's, before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Consultant's from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Employer has disqualified the Consultant from the tender process prior to the award, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Employer has terminated the contract, or if the Employer is entitled to terminate the contract, the Employer shall be entitled to demand and recover from the Consultant liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Consultant declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the Consultant makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders.

1. The Consultant's to demand from all sub-consultant's a commitment in conformity with this Integrity Pact, and to submit it to the Employer before contract signing.
2. The Employer will enter into agreements with identical conditions as this one with all Consultant's and sub-consultant's.
3. The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s).

If the Employer obtains knowledge of conduct of a Consultant's or Sub-consultant's, or of

an employee or a representative or an associate of a Consultant's or Sub-consultant's which constitutes corruption, or if the Employer has substantive suspicion in this regard, the employer will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (1)** The Employer appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2)** The Monitor is not subject to instructions by the representatives of The parties and performs his functions naturally and independently.
- (3)** The Consultant's accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Consultant. The Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub- consultants. The Monitor is under contractual obligation to treat the information and documents of the Consultant's / Sub-consultant's with confidentiality.
- (4)** The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings cloud have impact on the contractual relations between the Principal and the Consultant. The parties offer to the monitor the option to participate in such meetings.
- (5)** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6)** The Monitor will submit a written report to the Secretary (Telecom) within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7)** If the Monitor has reported to the Secretary (Telecom), a substantiated suspicion of an offence under relevant IPC/PC Act, and the Secretary (Telecom) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8)** The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Consultant 10 months after the last payment under the contract, and for all other Bidders 3 months from the date the contract has been awarded

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Secretary (Telecom).

Section 10 - Other provisions

- This agreement is subject to Indian Law, Place of performance and Jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- In the event of any contradiction between the integrity pact and its annexure the clause will prevail.

(For & on behalf of the Employer)

(For & On behalf of
Consultant)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Section –4

Financial Proposal - Forms

FORM FIN – 1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
Shri Rajeev Srivastava,
Director (TPF),
Department of Telecom
Ashoka Road
New Delhi-110001 (INDIA)

Dear Sir

We, the undersigned, offer to provide the consulting assignment/job for Detailed Project Report for setting up of Telecom Finance Corporation in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes and duties. 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 financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS**Financial proposal for providing consultancy services**

S. No.	Particulars	Amount in Indian Rupees (in figures)	Amount in Indian Rupees (in words)
1.	Remuneration		
2.	Taxes and Duties*		
3.	Total		

Authorized Signature:

Name:

Designation:

Name of firm:

Address:

(Note – Evaluation shall be done on the basis of total amount quoted in Row 3 of above table, inclusive of all taxes, duties etc.)

(* In case of any upward revision in the taxes, additional costs would be borne by the Consultant within the quoted price and any downward revision in applicable taxes, the resultant benefits would be passed on to the 'Employer')

Section – 5

Terms of Reference

Terms of Reference for Detailed Project Report (DPR)

1. Background

There is a proposal under consideration of the Government of India for the creation of Telecom Finance Corporation (TFC). It will be a financial institution committed to the development of telecom infrastructure in India. The TFC shall serve as a nodal financial institution with an objective of mobilizing and channelizing financing for telecom projects in order to facilitate investment in the different sub-sectors of the telecom sector.

2. Objective of the Project

The objective of the project is to prepare a Detailed Project Report for creation of Telecom Finance Corporation (TFC). The consultant shall be required to undertake an exhaustive study of the present market conditions in the telecom sector in India. Based upon such a study, a detailed business plan has to be prepared highlighting the estimated market size for proposed TFC, targeted market share, list of potential clients, capital structure and major sources and uses of funds, staffing etc. The business plan should cover the following and other related issues as would seem relevant -

- a. Corporate Strategy
- b. Estimated Market Size for TFC
- c. Targeted Market Share
- d. Potential Clients of TFC
- e. Capital Structure
- f. Sources of Funds
- g. Uses of Funds
- h. Operations: Fund Based and Non-fund Based

3. Scope of Work

3.1 The Consultant shall conduct a detailed study and provide following information in its report:-

3.1.1 Vision & Mission of TFC

- i. Vision statement: Define the way Telecom Finance Corporation (TFC) should be in the future, or how it wants to be known.
- ii. Mission statement: Define the fundamental purpose, goal, and key objectives of TFC.
- iii. Map the strategic road map for TFC, feasibility, sustainable revenue and business

model and road to achieve it.

3.1.2 Overall Strategy

- i. Describe the current financial position of various categories of firms in the telecom sector like equipment manufacturing, infrastructure providers, etc.
- ii. The present sources of debt financing for various categories of firms in the telecom sector.
- iii. Positioning of TFC:
 - O Identify potential target customers of the Telecom Finance Corporation (TFC).
 - O Identify the challenges faced by the various categories of firms in the telecom sector in raising debt and whether the proposed TFC will have any special features to fill this gap.
 - O Describe how the targeted customers will be better served by TFC vis-à-vis existing debt financing companies
- iii. Conduct a SWOT analysis for TFC.
- iv. Draw up a GANTT chart For TFC.
- v. Identify the key business services that the TFC will provide, based on business and social impact objectives.
- vi. Study the impact of changes arising out of formation of TFC on operations of various categories of firms in the telecom sector specially the telecom equipment manufacturing companies.
- vii. Examine and recommend in detail the product (services) and pricing strategy thereof that should be launched immediately and in the near future, keeping in view the new organization's objectives and future plans to tap the existing as well as emerging potential for new financial products and services.
- viii. HR Strategy:
 - a. Identify key skills required for TFC.
 - b. Layout the HR policy covering (but not limited to) following areas, based on financial industry standards:-
 - i. Recruitment & Training
 - ii. Development
 - iii. Compensation at an average level
- ix. Capital Requirement & Investment Strategy
 - a. Capital requirement for starting TFC.
 - b. In which sub-sectors of the telecom sector the capital and amount mobilized by TFC will be invested.

3.1.3 The Legal and Regulatory framework for starting TFC.

This could include, but not limited to, the following:

- (i) To elaborate the latest RBI regulations, supervision & control over the proposed financial institution.
- (ii) To examine all the current legislations having a bearing on TFC

- (iii) To devise a suitable structure, role, functions and powers of the Governing Body of TFC, its role in making policies, administration of the institution and conduct of business.
- (iv) To draft a mechanism for sharing the existing infrastructure, equipment and other assets between DOT and TFC.
- (v) To suggest mandatory approvals and permissions required from RBI and other authorities.
- (vi) Regulatory prescriptions with regard to quantity and quality of capital and liquidity, risk management provisions, governance and systems & control aspects including MIS, transparency and disclosure requirements.

3.1.4. Design of the Ownership Pattern

This could include the following:

- (i) The initial ownership pattern of the TFC.
- (ii) The Capital Infusion Plan clearly stating the appropriate stages of infusion, based on projected business levels and investments on infrastructure and technology for a period of time till TFC is self-sustainable and conditions for part divestment of the Government ownership and for eventual listing.

3.1.5 Corporate Finance Strategy

- (i) To suggest the seed capital required to start the institution and the Capital Structure of the proposed TFC.
- (ii) To suggest the revenue and sustainable business model for the institution.
- (iii) To suggest multiple options with evaluation towards a final recommendation

3.1.6 Operations strategy for the Telecom Finance Corporation.

This could include, but not limited to, the following:

- (i) To prepare a policy document enunciating the principles and policies of credit, suitable systems and procedures to be followed and a scheme of delegation of powers covering the control and risk management functions.
- (ii) To identify the principles to be adopted in management of loans and advances i.e. centralized vs. diversified processing.
- (iii) To study and suggest the foreign currency and exchange service (if any) to be offered through TFC.
- (iv) To study and suggest the system and procedure of call money market investments and risks involved in it.
- (v) To examine the current working of the Department of Telecom and TFC and suggest a relationship structure so that the arrangements and agreements between TFC and the DOT would ensure cooperation, collaboration and at the same time, arms length business relationship.

3.1.7 Organization, Governance and Management Structure

- i. Consider the various options and design a suitable management structure for TFC, the composition thereof with due representation from both inside & outside the Government which should be completely independent of the Department of Telecom.
- ii. Draw up an organizational chart for the proposed TFC, detailed role and functions of the various arms of the TFC and an appropriate scheme of delegation of powers from the Board level down to executives for exercising administrative, financial and credit powers.

3.1.8 Business Plan of Telecom Finance Corporation

- i. Identify the key revenue and cost drivers of the various services of TFC.
- ii. Develop a 5-year business plan based on strategic objectives and strengths of TFC in the light of other institutions/banks providing debt financing.
- iii. Highlight key assumptions taken for development of the business plan.
- iv. Check how the business plan ties-in with the business plan of telecom companies.
- v. Undertake a risk assessment of the business model.
- vi. Estimate the time frame by which TFC will become self-sustainable and be able to pay substantial dividend to its shareholders.

3.1.9 Capacity Building

The DPR shall include analysis of process & capacity building necessary for human resource plans, covering the inventory of the existing resources, the required skills, recruitment and retention policy, compensation structure, performance norms, etc.

- i. To prepare in detail an inventory of specialized skills required for functioning of TFC e.g. risk management ;treasury management, modeling, accounting & information management, audit etc
- ii. To study the inventory of the existing human resources of DOT their knowledge and skill levels and particularly those working on the financial services to identify the available personnel at various levels and from various disciplines, assess their training needs and formulate time-bound training plan specifying resources and facilities available for training and the cost implications, with focus on the new products and services to be offered by TFC and the technological developments in the industry.
- iii. To prepare model terms and service conditions for absorption of the existing employees of the DOT and the terms for the personnel being considered for deputation/ on contract from banking sector.
- iv. To study the current status of remuneration packages in the industry and suggest cadre wise tentative remuneration packages at an average level for the existing employees, either joining TFC permanently or on the basis of deputation from the DOT and those to be taken on contract.
- v. To consider requirement for personnel at various levels at HQ and Regional Level- north, south, east, west - over the next three years and suggest the modalities for their recruitment and training.

To design and undertake capacity building initiatives through training, for existing officials from DOT or recruited directly from the market so that staff can gather expertise on credit intermediation, payment & settlement, risk management, asset liability management, treasury management, corporate governance etc

4. Deliverables

Time line for Deliverables

Sl. No.	Deliverable	Time line From Signing of Contract
1.	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with Employer	5 th Week
2.	Submission of complete draft Report by Consultant	8 th Week
3.	Feedback from Employer	10 th Week
4.	Incorporate suggestions and presentation of Final report.	12 th Week
5.	Acceptance of report	16 th Week

Section 6

STANDARD FORMS OF CONTRACT

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II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Obligations of the Consultant
4.	Consultants Personnel
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CONTRACT FOR CONSULTANTS' SERVICES

Between

[Department of Telecommunications]

and

[-----]

Dated:

“CONTRACT”

This CONTRACT (hereinafter called the “Contract”) is made and executed at New Delhi on this day of , **2015**

Between

The President of India acting through Sh./Smt. -----, Department of Telecommunications, Government of India having its office at Sanchar Bhawan, Ashoka Road, New Delhi – 110001 (hereinafter called the “Employer”, which expression hereof includes its successors, administrators & assigns), the First Party

AND

----- (hereinafter called the “Consultant” which expression hereof includes its successors, administrators & assigns) herein represented through its authorised representative and lawful attorney, -----, the Second Party

WHEREAS

(a) The Consultant, been duly shortlisted through the process of RFP (Request for Proposal) floated by the Department of Telecommunications, which were widely advertised through newspapers and website of the Department of Telecommunications having required professional skills, personnel and technical resources, has offered to provide services in response to the above RFP dated 14.07.2015 issued by the Employer.

(b) The “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services
 Appendix B: Reporting Requirements
 Appendix C: Staffing Schedule
 Appendix D: Cost of Contract
 Appendix E: Duties of the “Employer”
 Appendix F: Duties of the “Consultant”
 Appendix G: Performance Bank Guarantee
 Appendix H: Integrity Pact

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) The “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract. The parties agree that this Contract shall be deemed to have come into force with effect from, **2015**

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands & seals the day, month & year first above written

For and on behalf of the President of India

For and on behalf of Consultant

[Authorized representative]

Signed by

Signed by -----

Consultant

Department of Telecommunications
Sanchar Bhawan,
Ashoka Road,
New Delhi – 110 001.

Date:

Place:

Date:

Place:

Witnessed By

(i)

(ii)

Witnessed By

(i)

(ii)

II

“GERNERAL CONDITIONS of CONTRACT”

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Consultant” means-----, the Second Party that will provide the services to the “Employer” under the Contract.

(c) “Consultancy Monitoring Committee” (CMC) means a Committee formulated to monitor the progress of the assignment

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Day” means calendar day.

(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) “**Employer**” means the Department of Telecom, Ministry of Communications & I.T., Government of India who have invited the bids for consultancy services for this project and with whom the selected Consultant signs the contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference of the contract.

(h) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(i) “GC” means General Conditions of Contract.

(j) “GOI” means the Government of India

(k) “In writing” means communicated in written form with proof of receipt.

(l) “Local Currency” Means Indian Rupees.

(m) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

(n) “Personnel” means professionals and support staff provided by the Consultants to perform the Services or any part thereof; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(o) “SCC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

1.2 Relationship between the Parties

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

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

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

1.5.2 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 Cl(1) of Special Conditions of Contract.

1.6 Location: The Services shall be performed at such locations as the “Employer” may approve.

1.7 Authority of Lead Partner: in case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the CI(2) of Special Conditions of Contract.

1.9 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer’s policy to require that the Employer as well as the Consultant observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or an arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in executing the contract.

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The

information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the ("Effective Date") i.e. the date of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the services. The PBG shall be submitted by the Consultant in accordance with Clause 11.4 of the RFP.

2.2 Termination of Contract for Failure to become Effective: If this Contract has not become effective within twenty one (21) days after the date of the Contract signed by the Parties, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void. However in case of the consultant withdrawing from the contract after signing the same, the Employer in addition to imposition of suitable penalty will have the right to encash the Performance Bank Guarantee.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the ten (10) days after the Effective Date.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of Sixteen (16) weeks after the Effective Date or further renewal if any.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties in the form of an amendment to the contract duly signed by both the parties to the contract. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes 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 (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which 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 carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) 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.

(b) 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 fourteen (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 the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

(i) Demobilize; or

(ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the "Employer": The "Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

(a) If the Consultant fails to provide a remedy upon the failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go 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 Clause GC 8 hereof.

(d) If the Consultant, in the judgement of the "Employer" has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgement regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(h) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

(i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the Consultants, and thirty (30) days’ in case of the event referred to in (i).

2.9.3 **By the “Consultant”:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.3.

(a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

(b) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(c) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof and (iii) any right which a Party may have under the Law.

2.9.5 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination: Upon termination of this Contract pursuant to clauses GC 2.9.1 or GC 2.9.3 hereof, the “Employer” shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.3, remuneration pursuant to Clause GC 6.3 (h) (i) hereof for services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to employer within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.3 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3. General

3.1 Standard of Performance: The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with the Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions. It is Consultant's policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant's professional responsibility to maintain the confidentiality of client information. To avoid situations of potential conflict, consultants serving the Employer will not be assigned to a competitively sensitive project for a significant period of one year following the completion of the project for the Employer.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for this project.

3.2.3 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 Contract.

3.2.4 Professional Liability: the consultant shall carry out its assignment with due diligence and in accordance with prevailing standards of profession. Consultant's liability to the governed by the applicable Law.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the personnel shall not at any time communicate to any person or entity

any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services. For these purposes, confidential information shall not include information that is (i) or becomes publicly available other than as a result of a breach of this Contract by the Consultant, (ii) already known to the Consultant, (iii) independently acquired or developed by the Consultant without violating any of its obligations under this Contract, or (iv) required to be disclosed by law or judicial process. Consultant's work for the Employer is confidential and intended for the Employer's internal use only. Consultant does not make public client names, client materials or reports prepared for clients without their prior written permission.

3.4 Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before any change or addition to the personnel listed in Form Tech -5 of RFP.

3.5 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.6 Documents prepared by the Consultant to be the Property of the "Employer": All plans, specifications, designs, reports, and other documents prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. CONSULTANTS' PERSONNEL

4.1 General: The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger.

(c) If additional work is required beyond the scope of the services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant

4.3 Approval of Personnel: The key personnel listed by title as well as by name in Appendix- C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (Stating the reasons for the objection) within twenty one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.3.1 Removal and/or Replacement of Personnel:

(a) Except as the “Employer” may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

5. OBLIGATIONS OF THE ‘EMPLOYER’

5.1 Assistance and Exemptions: Unless otherwise specified in the Special Conditions of Contract, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant and personnel with work permits and such other documents as shall be necessary to enable the Consultant and its Personnel to perform the services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Consultant and Personnel any such other assistance as may be specified in SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e., service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this contract shall be increase or decrease accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1 (b).

5.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.3 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice.

(b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work in coordination with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1. Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the Consultant’s proposal to the Employer.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost of the contract referred to in Clause GC 6.1(a) above, the ceiling, set forth in Clause GC 6.1 (b) above shall be exceeded by the amount of such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables may include processes / milestones, which may be carried out concurrently. After completion of each milestone / deliverable, the Consultant shall submit a report (the format of which would be decided by the CMC) to the CMC containing tangible results vis-à-vis goals and objectives set by the Employer for a particular set of deliverables. The payment schedule shall be as specified in Appendix "B". TDS will be as applicable.

(c) **Final Payment:** The final payment shall be made only after the final report has been submitted by the Consultant and accepted as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report shall be deemed completed and finally accepted by the "Employer" and the final report shall be deemed approved by the "Employer" as satisfactory within 4 weeks after receipt of the final report unless the "Employer", within such 4 week period gives written notice to the Consultant specifying in detail deficiencies in the services. The Consultant shall thereupon make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant with/without modifications to be communicated in writing by the Employer to the consultant as the case may be.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer, the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC

(g) With the exception of the final payment under (c) above, payment do not constitute acceptance of the service nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the

consultant in writing and the consultant has made necessary changes as per the comments/suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith based on assessment of work done from the previous milestone, for which the payment is made or to be made till the date of the termination.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within sixty (60) days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration:

8.2(i) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of (Three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/ Department. The arbitration and Conciliation Act, 1996 and any

statutory modification or re- enactment thereof, shall apply to these arbitration proceedings.

8.2(ii) Arbitration proceedings shall be held in India at the place indicated in SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.2.(iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expensed of the arbitrators s determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expensed incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages and Penalties

9.1 Performance Guarantee

9.1.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 Liquidated Damages

9.2.1 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

9.2.2 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

9.2.3 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, the Employer may agree to grant suitable extension of time.

9.2.3.1 The above liquidated damages at the rates specified in 9.2.3 above shall also be applicable in the case of delay in submission of the deliverables as laid out in the Timeline of deliverables as given in Appendix “B” of this contract.

9.2.4 Liquidation Damages for Unacceptable Deliverables

If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (e) and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the Services for every week or part thereof for the delay.

9.2.5 Encashment and Appropriation of Performance Guarantee

The Employer shall have the right to invoke and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 9.2.

9.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 9.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal action including debarring for a specified period may also be initiated as per policy of the Employer.

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by

its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by its employees, workmen, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(vii) All claims regarding indemnify shall survive the termination or expiry of the Contract.

(viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III

“SPECIAL CONDITIONS of CONTRACT”

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, clauses in the General Conditions of Contract
1.	1.5	<p>The Addresses are:</p> <p>1. “Employer”</p> <p>Sh./Smt.-----</p> <p>Ashoka Road, Sanchar Bhawan,</p> <p>New Delhi – 110 001</p> <p>Tele. No. -----</p> <p>Fax No.:-----</p> <p>E mail: -----</p>
		<p>Consultant :-----</p> <p>Tele. : -----</p> <p>Fax No. : -----</p> <p>E mail:</p>
2.	1.7	Lead Partner is (Insert name of member)
3.	1.8	<p>The Authorized Representative are:</p> <p>For the “Employer”:-----, Department of Telecommunications, Sanchar Bhawan, New Delhi – 110 001.</p> <p>For the Consultant: -----</p>
4	2.4	The time period shall be 16 weeks
5		Limitations of the consultant will be as per the applicable Law

7. The payment will be may based on milestone indicated at SC 6.3 for each activity as below

Time line for Deliverables

Sl. No.	Deliverable	Time line From Signing of Contract	Payment Schedule
1.	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with Employer	5 th Week	10%
2.	Submission of complete draft Report by Consultant	8 th Week	25%
3.	Feedback from Employer	10 th Week	
4.	Incorporate suggestions and presentation of Final report.	12 th Week	35%
5.	Acceptance of report	16 th Week	30%

8. The arbitration proceeding shall take place at DoT Hq, Sanchar Bhawan, New Delhi-110001.

Binding signature of Employer signed by _____
(For and on behalf of the President of India)

Binding signature of Consultant signed by _____

(for and on behalf of _____ duly authorized vide Resolution No. _____)

Dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV “APPENDICES”

Appendix- A

DESCRIPTION OF SERVICES

The items mentioned below are indicative and not-exhaustive in nature. Consultants may include items which come up during discussions with CMC/any other authority or any other relevant items that are considered necessary for the completion of report.

1. Objective of the Project

The proposal for creation of Telecom Finance Corporation (TFC) is under consideration of the Department of Telecommunications (DoT), Government of India. A preliminary study conducted by the Department concluded that there is a prima facie case for establishing Telecom Finance Corporation. The primary objective of Telecom Finance Corporation will be to fulfil the funding needs of the telecom sector and promote efficient investments in the sector.

The objective of the project is to prepare a Detailed Project Report for creation of Telecom Finance Corporation (TFC).

2. Scope of Work

2.1 The Consultant shall conduct a detailed study and provide following information in its report on the following aspects:

2.1.1 Overview of Financing Needs of the Indian Telecom Sector

The report shall include a brief overview of the financing needs of the Indian Telecom Sector. This may be taken into consideration the following:

- i. The targets related to telecom sector fixed under National Telecom Policy 2012.
- ii. The telecom sector initiatives of the Government like the provisioning of Broadband connectivity to all Gram Panchayats, emphasis on local manufacturing of telecom equipment and components.
- iii. The projected growth rates of different segments of the Indian telecom market.
- iv. The current and projected scenario on telecom sector lending by banks. The report should show the present situation of demand and supply gap in funding needs and project a scenario for the next 10 years to indicate the growing funding needs.

2.1.2 Study of Development Finance Corporation in other Sectors

There are many Public Sector Development Finance Corporations in different sectors of the economy like Power Finance Corporation, Rural Electrification Corporation, Tourism

Finance Corporation, Indian Railway Finance Corporation, etc. These institutions have carved out a significant role for themselves for fulfilling the specialised needs of the respective sectors. Power Finance Corporation and Rural Electrification Corporation also act as channelizing agencies for Government funds for development.

The study of these organizations will allow valuable lessons to be learned while proposing the various structures and policies for the proposed TFC. The Government has already initiated discussions about a Manufacturing Fund for supporting indigenous product development. The report should examine whether such fund could be fruitfully incorporated under the umbrella of TFC.

The study may cover following additional aspects:

- i. Products and Services offered by the sectoral funds.
- ii. Organizational Structure, Capital Structure, Sources of Funds, etc.
- iii. Profitability, Risk Management practises, etc

2.1.3 Vision & Mission of TFC

- iv. Vision statement: Define the way Telecom Finance Corporation (TFC) should be in the future, or how it wants to be known.
- v. Mission statement: Define the fundamental purpose, goal, and key objectives of TFC.
- vi. Map the strategic road map for TFC, feasibility, sustainable revenue and business model and road to achieve it.

2.1.4 Overall Strategy

- iv. Describe the current financial position of various categories of firms in the telecom sector like equipment manufacturing, infrastructure providers, etc.
- v. The present sources of debt financing for various categories of firms in the telecom sector.
- vi. Positioning of TFC:
 - Identify potential target customers of the Telecom Finance Corporation (TFC).
 - Identify the challenges faced by the various categories of firms in the telecom sector in raising debt and whether the proposed TFC will have any special features to fill this gap.
 - Describe how the targeted customers will be better served by TFC vis-à-vis existing debt financing companies.
- ix. Conduct a SWOT analysis for TFC.
- x. Draw up a GANTT chart For TFC.
- xi. Identify the key business services that the TFC will provide, based on business and social impact objectives.

- xii. Study the impact of changes arising out of formation of TFC on operations of various categories of firms in the telecom sector specially the telecom equipment manufacturing companies.
- xiii. Examine and recommend in detail the product (services) and pricing strategy thereof that should be launched immediately and in the near future, keeping in view the new organization's objectives and future plans to tap the existing as well as emerging potential for new financial products and services.
- xiv. HR Strategy:
 - a. Identify key skills required for TFC.
 - b. Layout the HR policy covering (but not limited to) following areas, based on financial industry standards:-
 - i. Recruitment & Training
 - ii. Development
 - iii. Compensation at an average level
- x. Capital Requirement & Credit Strategy
 - a. Capital requirement for starting TFC.
 - b. In which sub-sectors of the telecom sector the TFC will extend credit.

2.1.5 The Legal and Regulatory framework for starting TFC.

This could include, but not limited to, the following:

- (vii) To elaborate the latest RBI regulations, supervision & control over the proposed financial institution.
- (viii) To examine all the current legislations having a bearing on TFC
- (ix) To devise a suitable structure, role, functions and powers of the Governing Body of TFC, its role in making policies, administration of the institution and conduct of business.
- (x) To draft a mechanism for sharing the existing infrastructure, equipment and other assets between DOT and TFC.
- (xi) To suggest mandatory approvals and permissions required from RBI and other authorities.
- (xii) Regulatory prescriptions with regard to quantity and quality of capital and liquidity, risk management provisions, governance and systems & control aspects including MIS, transparency and disclosure requirements.

2.1.6 Design of the Ownership Pattern

This could include the following:

- (iii) The initial ownership pattern of the TFC.
- (iv) The Capital Infusion Plan clearly stating the appropriate stages of infusion, based on projected business levels and investments on infrastructure and technology for a period of time till TFC is self-sustainable and conditions for part divestment of the Government ownership and for eventual listing.

2.1.7 Corporate Finance Strategy

- (iv) To suggest the seed capital required to start the institution and the Capital Structure of the proposed TFC.
- (v) To suggest the revenue and sustainable business model for the institution.
- (vi) To suggest multiple options with evaluation towards a final recommendation.

2.1.8 Operations strategy for the Telecom Finance Corporation

This could include, but not limited to, the following:

- (vi) To prepare a policy document enunciating the principles and policies of credit, suitable systems and procedures to be followed and a scheme of delegation of powers covering the control and risk management functions.
- (vii) To identify the principles to be adopted in management of loans and advances i.e. centralized vs. diversified processing.
- (viii) To study and suggest the foreign currency and exchange service (if any) to be offered through TFC.
- (ix) To study and suggest the system and procedure of call money market investments and risks involved in it.
- (x) To examine the current working of the Department of Telecom and TFC and suggest a relationship structure so that the arrangements and agreements between TFC and the DOT would ensure cooperation, collaboration and at the same time, arms length business relationship.

2.1.9 Organization, Governance and Management Structure

- ii. Consider the various options and design a suitable management structure for TFC, the composition thereof with due representation from both inside & outside the Government which should be completely independent of the Department of Telecom.
- ii. Draw up an organizational chart for the proposed TFC, detailed role and functions of the various arms of the TFC and an appropriate scheme of delegation of powers from the Board level down to executives for exercising administrative, financial and credit powers.

2.1.10 Business Plan of Telecom Finance Corporation

The consultant shall be required to undertake an exhaustive study of the present market conditions in the telecom sector in India. Based upon such a study, a detailed business plan has to be prepared highlighting the estimated market size for proposed TFC, targeted market share, list of potential clients, capital structure and major sources and uses of funds, staffing etc. The business plan should cover the following and other related issues as would seem relevant -

- i. Corporate Strategy
- j. Estimated Market Size for TFC
- k. Targeted Market Share
- l. Potential Clients of TFC
- m. Operations: Fund Based and Non-fund Based

The report should also:

- ii. Identify the key revenue and cost drivers of the various services of TFC.
- iii. Develop a 5-year business plan based on strategic objectives and strengths of TFC in the light of other institutions/banks providing debt financing.
- iv. Highlight key assumptions taken for development of the business plan.
- v. Check how the business plan ties-in with the business plan of telecom companies.
- vi. Undertake a risk assessment of the business model.
- vii. Estimate the time frame by which TFC will become self-sustainable and be able to pay-substantial dividend to its shareholders.

2.1.11 Capacity Building

The DPR shall include analysis of process & capacity building necessary for human resource plans, covering the inventory of the existing resources, the required skills, recruitment and retention policy, compensation structure, performance norms, etc.

- vi. To prepare in detail an inventory of specialized skills required for functioning of TFC e.g. risk management ;treasury management, modeling, accounting & information management, audit etc
- vii. To study the inventory of the existing human resources of DOT their knowledge and skill levels and particularly those working on the financial services to identify the available personnel at various levels and from various disciplines, assess their training needs and formulate time-bound training plan specifying resources and facilities available for training and the cost implications, with focus on the new products and services to be offered by TFC and the technological developments in the industry.
- viii. To prepare model terms and service conditions for absorption of the existing employees of the DOT and the terms for the personnel being considered for deputation/ on contract from banking sector.
- ix. To study the current status of remuneration packages in the industry and suggest cadre wise tentative remuneration packages at an average level for the existing employees, either joining TFC permanently or on the basis of deputation from the DOT and those to be taken on contract.
- x. To consider requirement for personnel at various levels at HQ and Regional Level- north, south, east, west - over the next three years and suggest the modalities for their recruitment and training.
- xi. To design and undertake capacity building initiatives through training, for existing

officials from DOT or recruited directly from the market so that staff can gather expertise on credit intermediation, payment & settlement, risk management, asset liability management, treasury management, corporate governance etc

Appendix- B

REPORTING REQUIREMENTS

Time line for Deliverables:

Sl. No	Deliverable	Time line from signing of Contract	Payment Schedule
1.	Submission of Preliminary Report by Consultant with Executive Summary after detailed discussion with DoT	5th Week	10%
2.	Submission of complete draft Report by Consultant	8 th Week	25%
3.	Feedback from DoT	10 th Week	
4.	Incorporate suggestions of DoT and presentation of Final report	12 th Week	35%
5.	Acceptance of report	16 th Week	30%

Persons to receive the reports:

Sh./Smt.-----

Department of Telecommunications

Ashoka Road, Sanchar Bhawan,

New Delhi – 110 001

Tele. No. -----

Fax No.: -----

E mail: -----

In case of enforcement of CI 2.7.3 payment to the Consultant would be as per CI 2.7.3 (d) (ii)

Appendix -C

STAFFING SCHEDULE

SI No	Name of Person	Designation	Activity Weeks	Total Weeks

Appendix- D

COST OF THE CONTRACT

S.No.	Particulars	Amount in Indian Rupees (in figures)	Amount in Indian Rupees (in words)
1.	Remuneration		
2.	Taxes and Duties		
3.	Total		

DUTIES OF THE EMPLOYER

1.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant and personnel with work permits and such other documents as shall be necessary to enable the Consultant and Personnel to perform the services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

1.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

1.3 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice

(b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work in coordination with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

DUTIES OF THE CONSULTANT

1.1 General

1.1.1 Standard of Performance: The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with Third Parties.

1.2 Conflict of Interests: The Consultant shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions. It is Consultant’s policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant’s professional responsibility to maintain the confidentiality of client information. To avoid situations of potential conflict, consultants serving the Employer will not be assigned to a competitively sensitive project for a significant period of one year following the completion of the project for the Employer.

1.2.1 Consultant not to benefit from Commissions, Discounts, etc: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 1.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

1.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant

and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for this project.

1.2.3 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 Contract.

1.3 Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the personnel shall not at any time communicate to any person or entity any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services. For these purposes, confidential information shall not include information that is (i) or becomes publicly available other than as a result of a breach of this Contract by the Consultant, (ii) already known to the Consultant, (iii) independently acquired or developed by the Consultant without violating any of its obligations under this Contract, or (iv) required to be disclosed by law or judicial process. Consultant's work for the Employer is confidential and intended for the Employer's internal use only. Consultant will not make public client names, client materials or reports prepared for clients without their prior written permission.

1.4 Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before taking any change or addition to the personnel listed in Appendix C.

1.5 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

1.6 Documents prepared by the Consultant to be the Property of the "Employer": All plans, specifications, designs, reports, and other documents prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Performance Bank Guarantee.

To

The President of India

WHEREAS -----(hereinafter called “the Consultant”) has undertaken, in pursuance of contract No. dated to provide Consultancy services for the Project “Detailed Project Report on setting up Telecom Finance Corporation, Department of Telecommunications (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Consultant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of **Rs -----** (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs -----** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of Department of Telecommunications in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee will remain in force up to and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee shall be valid until the day of---, 2015

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Integrity Pact

Department of Telecommunications hereinafter referred to as "The Principal".

And

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1- Commitments of the Principal.

- 1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 2.** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

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

outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Gurantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign

this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s).

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of The parties and performs his functions naturally and independently.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor (S) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings cloud have impact on the contractual relations between the Principal and the Contractor. The parties offer to the monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Secretary (Telecom) within 8 to

10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Secretary (Telecom), a substantiated suspicion of an offence under relevant IPC/PC Act, and the Secretary (Telecom) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ----- the contract has been awarded

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Secretary (Telecom).

Section 10 - Other provisions

- This agreement is subject to Indian Law, Place of performance and Jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- In the event of any contradiction between the integrity pact and its annexure the clause will prevail.

(For & on behalf of the Principal)

(For & On behalf of
Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)
