



SOUTH ASIA FORUM FOR INFRASTRUCTURE REGULATION (SAFIR)

**C/o: Central Electricity Regulatory Commission
1st Floor, Chanderlok Building, 36, Janpath, New Delhi – 110 001
Tel : 23753920/ Fax : 23753923**

‘SAFIR’ invites sealed quotations from reputed Consultancy firms by 28.03.2017 upto 1500 Hrs. for Engagement of Consultant for conducting a study on "Growth of Telecom Sector: A Regulatory Perspective". Detailed Terms of Reference (ToR) are available on the website of “SAFIR” i.e. www.safirasia.org.

Assistant Secretary (SAFIR)

**Engagement of Consultant by South Asia Forum for Infrastructure
Regulation (SAFIR) for conducting a Study on
'Growth & Best Practices of Telecom Sector: South Asian Region'**

Terms of Reference (ToR)

1.0 Background:

- 1.1 The South Asia Forum for Infrastructure Regulation (SAFIR) was established in May 1999 and aims to provide high quality capacity building and training on infrastructure regulation & related topics, in South Asia and to stimulate research on the subject by building a network of regional and international institutions & individuals that are active in the field. It also aims at facilitating effective and efficient regulation of utilities and infrastructure industries, initiate beneficial exchange of knowledge and expertise, and set the trend of rapid implementation of global best practices. SAFIR is a network of infrastructure regulators from Bangladesh, Bhutan, Nepal, Sri Lanka, India and Pakistan, international institutions and individuals that are active in the field. The sectors covered include electricity, natural gas, telecommunications, water, transport, etc. There are four categories of members, viz., Academic institutions, Consumer bodies/NGOs, Corporates/Utilities, and Regulatory bodies.
- 1.2 Central Electricity Regulatory Commission (CERC) provides Secretariat service to SAFIR
- 1.3 SAFIR aims to (i) Provide a platform for experience sharing amongst the regulators of the region, (ii) Build regulatory decision-making and response capacity in South Asia, (iii) Facilitate regulatory process, (iv) Conduct training programmes to serve regulatory agencies and other stakeholders, (v) Spur research on regulatory issues, (vi) Provide a databank of information relating to regulatory reform processes and experiences.
- 1.4 SAFIR member States have seen rapid growth in telecom sector during last 20 years and even though the sector has reflected promising growth, the teledensity in member countries still remains at a very low level compared with international standards and thus providing tremendous opportunity for future growth. In the medium-term, the industry is expected to continue to record good subscriber growth as a result of low penetration levels, heightened competition; a sustained fall in minimum subscription

cost and tariff that increase affordability for lower-income rural users, expansion of coverage area by mobile operators. The telecom sector offers unprecedented opportunities in various areas, such as rural telephony, 3G, virtual private network, value-added services, et al. Nonetheless, the lack of telecom infrastructure in rural areas and falling ARPU (Average Revenue Per Unit) of telecom service providers could inhibit the future growth of the industry.

- 1.5 It is felt that the escalating revolution in the Information and Communication Technology (ICT) sector and the tremendous opportunities and daunting challenges emanated there-from, the issue of communications has received due prominence in the regional cooperation process. In view of the rapid and innovative developments in the telecommunications sector, SAFIR has decided to engage consultant to conduct a study to assess the growth and best practices of Telecom Sector in the member countries of SAFIR.

2 Objective:

- 2.1 To conduct a study on “Growth & Best Practices of Telecom Sector: South Asian Region”

3 Scope of the work assigned to the Consultant:

The Consultant is to work on the following areas (list is indicative) in all member countries of SAFIR i.e. India, Nepal, Bhutan, Pakistan, Sri Lanka and Bangladesh: -

- 3.1 Study on status and trend in domestic call tariff / international call tariffs/pricing of telecom sector and Best Practices thereof.
- 3.2 Tariff/Price determination methodology (domestic and international calls) and enabling role of Regulators.
- 3.3 Any other task required in pursuance of achieving the objective of the Committee

4 Deliverables and duration of the Assignment:

- 4.1 The assignment shall be completed within a period of 180 days from the date of signing of the agreement.

- 4.2 The Consultant will be required to submit the inception report at the end of 30 days from the date of signing of the agreement and thereafter the status report on the study at the end of 30 days. The draft Report based on detailed study shall be submitted within 120 days from the date of signing of agreement approved by SAFIR;
- 4.3 Submit the revised Report after discussion with SAFIR secretariat within 150 days from the date of signing of the agreement followed by a presentation before SAFIR.
- 4.4 Submit the final Report within 180 days from the date of signing of the agreement or within 30 days from when the report is approved by the SAFIR in its meeting (as stated in Para 4.3 above), whichever is later.
- 4.5 However, Consultant in case of need, shall seek extension of time for submission of report with proper details and justifications for consideration of the same by SAFIR

5 Payment Schedule:

- 5.1 10% of the professional fee as advance of the total fee of the study at the time of signing the agreement. The Consultant shall provide an irrevocable Bank Guarantee for the amount stipulated in the agreement to be valid till the expiry of the agreement; In the event of extension of assignment/Contract, the Bank Guarantee shall be suitably extended by the consultant
- 5.2 30% of the professional fee on approval of Draft Report of the study by SAFIR Sectt.
- 5.3 30% of the professional fee on approval of Final Report of the study by SAFIR.
- 5.4 30% of the professional fee on successful completion and acceptance of the Final Report, at the end of the contract period or extended period of contract by SAFIR.

6 Qualification/Experience Criteria:

- 6.1 The Consultant should have completed a minimum of 5 (five) assignments during the last 5 (five) years on matters involving telecom mobile tariff, Internet, Roaming, Long Distance Call, or matter related with telecom sector with at least 1 (one) international assignment on infrastructure regulation in assisting the Electricity/Telecom Regulatory Commissions or Telecommunication Authority and/or Infrastructure Departments. Additional weightage would be given for assignments undertaken in infrastructure sector in member countries.
- 6.2 The Consultant should be conversant with the working and role of Regulators in the field of telecom/electricity.
- 6.3 The Consultant is expected to have complete knowledge of Policies, Regulation and Orders related with telecom sector in member countries as well as Rules and guidelines issued thereof.

6.4 The Consultant should also have legal and financial background and shall be a Consultancy firm/Research Organisation (including consortium and partnership) of repute.

7 Application and Evaluation Criteria :

7.1 The format of application is at **Annexure – I** and **Annexure – II**.

7.2 The bidder is required to submit two (2) copies of bids for Technical offer (each of which will be treated as original) along with soft copy (in word format) in a pendrive and one copy of Financial offer, duly sealed in separate envelopes. Thereafter, the Sealed financial offer is to be enclosed in the envelope containing the Technical Bid

7.3 Technical component will carry 70% weightage and financial evaluation will carry 30% weightage.

7.4 The bids of the eligible bidders as per Clause 6 will be scrutinized by Consultancy Evaluation Committee (CEC) and shortlisted bidders will be called for interaction with the CEC (to be supplemented with a presentation not exceeding 6 slides). Their technical performance will be evaluated based on the following criteria:

Technical Parameters	Marks
The Consultant's relevant experience for the assignment	30
Understanding of the issues and approach to be followed	30
The qualifications and experience of the key staff (who would actually be working on the project) proposed	40
Total Technical Score	100

7.5 The minimum qualifying marks in the Technical Evaluation is 70% of the total score for technical component.

7.6 Only those bidders, who qualify technically as per Clause 7.5, would be considered for Financial Evaluation.

7.7 Weight for Financial Evaluation Proposal with the lowest quoted price will be given a financial score of 100 and other proposals would be given financial scores that are inversely proportional to their prices.

7.8 The total score will be obtained by weighting the Technical and Financial scores.

7.9 Only successful bidder would be communicated the award of consultancy assignment.

7.10 The right to reject any or all bids rests with the SAFIR Secretariat without assigning any reason.

- 7.11 No requests for extension of date for submission of bids will be entertained unless decided so by SAFIR secretariat.
- 7.12 The 'SAFIR' and the Consultant both would have option to terminate the contract by giving a notice of one month or the equivalent remuneration in lieu thereof. In such cases, the Consultant shall be paid fees after taking into consideration the part of work completed prior to such foreclosure, termination or cancellation of the engagement as may be decided by the 'SAFIR', and the decision of the 'SAFIR' shall be conclusive and binding. The fees so fixed and paid shall be deemed to be final payment in such cases.
- 7.13 The consultant shall abide by the term & condition of Contract as per **Annexure – III**.
- 7.14 The address for submission of the proposal and seeking any clarification (within the due date of submission of the ToR) is given below:

The AsstSecretary,
South Asia Forum for Infrastructure Regulation (SAFIR)
C/oCentral Electricity Regulatory Commission,
First Floor, Chanderlok Building,
36, Janpath, New Delhi – 110001
Ph: 91-11-23353503 Fax: 91-11-23753923

DETAILED PROPOSAL FOR STUDY
(TECHNICAL)

Two (2) copies of the proposal along with project summary to be submitted to AsstSecretary, SAFIR

I. GENERAL INFORMATION:

01. Title of the Proposed Study :
02. Name and address of the Organization/
Institution
03. Name & Designation of the Key Person:
04. Contact address of the Key Person:
(e-mail/fax/telephone)
05. Net-worth/Turnover of the Organization/
Institution
06. PAN No of the Organization/
Institution

II. TECHNICAL SPECIFICATIONS:

- 07. i. Department(s) of the organization/Institution(s) where the study will be carried out
 - ii. Other department(s), if any, which will collaborate in this study
- 08. Brief review of the state-of-art in the field (National and International)
- 09. Detailed Approach & Methodology for undertaking the assignment
- 10. Facilities available for the proposed work in the applicant's organization/institution
- 11. Previous experience of the proposer in this or related field (to be supported with documentary evidence)
- 12. Biographical sketch of the Study Team
 - (i) Name
 - (ii) Designation
 - (iii) Date of Birth
 - (iv) Education and Experience

(a) Academic Qualifications

Degree	University	Field(s)	Year

(b) Experience

Institution	Topic of work done	Period

(v) Field of major interest

(vi) Additional information (if any)

13. Capacity to impart training/transfer of knowledge

DETAILED PROPOSAL FOR STUDY
(FINANCIAL)

I. GENERAL INFORMATION:

01. Title of the Proposed Study:
02. Name and address of the Organization/
Institution
03. Name & Designation of the Key Person:
04. Contact address of the Key Person:
(e-mail/fax/telephone)
05. Net-worth/Turnover of the Organization/
Institution
06. Certificate of authorization in case of Institutes/other organizations (Format enclosed
at **Appendix-‘A’**).

II. Fee Proposed:

07. Amount of Fee proposed for:

Components	Basis	Amount (in Rs.)
(I) Consultant Charges		
(II) Misc./Others (if any)		
<i>Total</i>		

(The amount quoted is exclusive of statutory levies and taxes etc.)

(RUPEES _____)

Signature of the Principal Investigator /
Head of the Study Team

CERTIFICATE

The undersigned agree to abide by the conditions of the grants and certify that available facilities for proposed work shall be extended to the investigator/study team.

Signature of Executive Authority
Investigator/of the Organisation

Signature of the Principal
Head of the Study Team

Name and Designation

Name and Designation

Date

Date

Signature of Co-investigator
Name and Designation
Date

Official stamp of
Organization/Institution

On 50 Rs. Stamp Paper

AGREEMENT

This agreement made on this day of [here give the date of the agreement] at New Delhi BETWEEN [here give the Name and address of the consultant or Professional Expert] hereinafter referred to as “the consultant/professional expert” of one part and the **South Asia Forum for Infrastructure Regulation (SAFIR), C/o. Secretariat: Central Electricity Regulatory Commission, 3rd and 4th Floor Chanderlok Building, 36 Janpath, New Delhi -110001** (herein after called "the SAFIR") of the other part.

WHEREAS

- (A) the SAFIR, on being satisfied that there is a need to appoint a [**Corporate consultant or Professional Expert**] to conduct a study on “**Growth & Best Practices of Telecom Sector- South Asian Region**” had invited quotations vide notice [here give the No and date of the notice]
- (B) the [consultant/Professional Expert] had responded to the above notice and submitted his quotations vide his letter [here give the No and date of the quotation of the consultant]
- (C) the SAFIR, on scrutiny of the responses received in response to its above mentioned notice dated [here give the date of the notice inviting quotations] including the one received from the [consultant/professional Expert] has decided to engage the consultant/professional expert for the above said assignment.
- (D) the consultant/professional expert has agreed, to take up the above said assignment on the terms & conditions mentioned hereafter:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

That the Parties to this Agreement have agreed to terms and conditions mentioned below:

1. Definitions:

- (i) “Confidential information” means any and all information communicated to the Consultant by the SAFIR and duly marked as such.
- (ii) “Person” shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- (iii) “Secretary” means the Secretary of the SAFIR.

2. Nature of work: The consultant/professional expert shall be engaged as [**Corporate consultant or Professional Expert**] to conduct a study on “*Growth & Best Practices of*”

Telecom Sector- South Asian Region” in accordance with the Terms of Reference (**Annexure-I**) attached hereto and the same shall be deemed to be a part of this agreement for all intents and purposes.

3. Commencement and duration of assignment: The above assignment shall commence with effect from [the date of this agreement] and shall be valid for a period of 180days or till the period upto which extension was granted by SAFIR as per clause 4.4 of ToR.

4. Obligations of the consultant:

- (i) The consultant shall adhere to the time-frame specified in the Terms of Reference and submit the deliverables to the Secretary as follows:
 - a. The assignment shall be completed within a period of 180 days from the date of signing of the agreement.
 - b. The Consultant will be required to submit the inception report at the end of 30 days and thereafter status report on the study at the end of 30 days. The draft Report based on detailed study has to be submitted within 120days from the date of signing of the agreement;
 - c. Submit the revised Report after discussion with SAFIR secretariat within 150 days from the date of signing of the agreement followed by a presentation before SAFIR;
 - d. Submit the final Report by the end of 180 days from the date of signing of the agreement or within 30 days from when the report is accepted by the SAFIR in its meeting (as stated in Para 4(i)c above), whichever is later;
- (ii) The consultant shall make the presentations before the SAFIR as required by the Secretary.
- (iii)The consultant shall ensure that findings of the study and the contents of the reports to the SAFIR are not disclosed to any person, unless expressly authorized by SAFIR.

5. Entitlements of the Consultant:

- (i) The consultant/professional expert shall be entitled to Rs. [Here give the amount payable and the schedule of payment and any other provision such as TDS, etc.]
- (ii) The consultant/professional expert shall be paid as per clause 5 of Terms of Reference (**Annexure-I**).
- (iii)The consultant/professional expert shall not be entitled to any other remuneration or reimbursement or perquisites or facilities. However, in case of termination, payment shall be given by the clause 7.12 of ToR.

6. Restrictive terms:

- (i) The consultant further affirms and confirms that the current assignment is not and shall not be, in conflict with any of its present obligations to any party with whom he/she/it has association.
- (ii) The consultant further affirms and confirms that he/she/it shall hold all Information in confidence and with the same degree of care he/she/it uses to keep his/her/its own similar information confidential, but in no event shall it use less than a reasonable

degree of care; and shall not, without the prior written consent of SAFIR, disclose such information to any person for any reason at any time;

- (iii) The SAFIR shall be entitled to, without prejudice to any other right for civil or criminal proceedings, receive from the consultant/ professional expert, a compensation for the damages for violation by him/her/it of any of the terms of the agreement which shall be limited to the total fee of the assignment.

7. Penalty for Late Submissions:

The individual task assigned should be completed in a phased manner. The time line for deliverables as per clause 4 above is to be strictly adhered to. For any delay at the part of Consultant, except where extension is allowed by SAFIR, 1% penalty per day will be levied for value of work executed after the due date of completion, subject to a ceiling of 10% of contracted amount.

8. Termination of contract:

At the option of the SAFIR:

- (i) Without any notice: The assignment may be terminated by the SAFIR, any time, with immediate effect, under any of the following circumstances:
- (a) It has come to notice that the consultant/professional expert has been convicted for an offence involving moral turpitude or unethical professional practices. In such context, entire Bank Guarantee amount will be invoked and encashed.
- (ii) With one month notice: The assignment may be terminated by the SAFIR, under any of the following circumstance, by giving one month's notice and after providing an opportunity to the consultant/professional expert to offer explanation. In case the explanation is not satisfactory, the entire Bank Guarantee amount will be invoked/ encashed:
- (a) It has come to the notice of the SAFIR that the consultant/professional has resorted to fraud or suppression of material information or submission of false information or unethical means to secure the assignment.
 - (b) It has come to the notice of the Forum that there is a material change in the circumstances of the Consultant based on which the assignment was awarded to the consultant/professional expert.
 - (c) The consultant/professional expert has failed, without any valid justification, to adhere to the time-frame specified by the SAFIR in the assignment.
 - (d) The consultant has violated any of the provisions of the agreement.

At the option of Consultant

- (iii) The Consultant/professional expert shall have the option to terminate the assignment for any reason by giving a notice of one month of its intention to do so. In such context, SAFIR will be liable to encash 25% of the Bank Guarantee amount, after reviewing reason for the same.

9. Effect of termination: On pre-mature termination of the assignment at the option of the SAFIR any time under the circumstances other than above mention in para 8(i) and 8(ii), the SAFIR shall pay the consultant/professional expert, the remuneration for the work performed by him/her/it till the date of termination of the Contract, subject to satisfaction by SAFIR of the work done (was taken in part).

Provided that in case of any dispute as to what is the entitled remuneration for the work the matter shall be mutually decided by the party. Failing this, the dispute regarding remuneration shall be referred to arbitration under the provisions of this agreement.

10. Notice: Any notice between the parties shall be in writing and sent to the other party to the last known address furnished.

11. Arbitration:

(i) Any difference, dispute, claims which may arise between the parties hereto as to the construction or true intent and meaning of any of the terms and conditions herein contained or as to any payment to be made in pursuance hereof or as to any other matter arising out or as to any other matter arising out of or connected with or incidental to these presents or as to the rights, duties and obligations of any of the parties, such difference, dispute or claim shall be mutually settled amicably by the parties. Failing which arbitration through a sole arbitrator to be appointed by the SAFIR for arbitration.

(ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof. The venue of such arbitration shall be New Delhi.

(iii) The language of Arbitration shall be English.

12. JURISDICTION: In respect of any legal proceedings arising as a result of or relating to or incidental to this agreement, the courts in Delhi/New Delhi alone shall **have exclusive jurisdiction**

IN WITNESS WHEREOF, the Parties above named have executed this Agreement of the day, month and year mentioned hereinabove.

Signed by, [the consultant/Professional party or on behalf of] in the presence of

Signed by, on behalf of the SAFIR in the presence of