

NIT for Selection of Backend Implementing Agency for Conducting Training and Capacity Building Programs for Scheduled Caste Trainees at BARTI, Pune

This is a Limited NIT Floated for TCIL Empanelled Vendors (System Integrator/Start-ups) Only in following category:

Sub Category - IT Resources Technical manpower, Project Management, IT-FMS, Skill Development and Training

Bids Submitted by Vendors other than the above shall be rejected

NIT No. TCIL/DT/2025-26/BARTI

Date of Issue: 23.01.2026

Issued By:

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CIN No. U74999DL1978GOI008911



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SECTION-1**NOTICE INVITING TENDER (NIT)**

INTRODUCTION: NITs are invited from all eligible bidders for Tie-up with TCIL for Implementation of works for Conducting Training and Capacity Building Programs for Scheduled Caste Trainees at BARTI, Pune.

Important Notes:

- (a) All the terms and conditions not mentioned herein but part of Empanelment NIT/ Empanelment MOU with the empaneled vendor, will be applicable to this NIT.
- (b) The Client's Scope of work forms an integral part of this NIT. All terms and conditions will be on back-to-back basis.
- (c) Wherever required, specific PO will be issued or agreement will be signed as per the clauses of this NIT and/or MoU signed with the empaneled vendor and/or NIT of the client.

Checklist to be filled by Vendor:

S. No.	Clause Description	Data/Document pertaining to vendor (to be filled by vendor)	Compliance (Yes or No)
1	For MSE Exemption/Relaxations, Udyam Registration Certificate and Statutory Auditor Certificate for Investment in Plant and Machinery.		
2	For Start-Up Exemption/Relaxations, DPIIT certificate		
3	Authorization Letter/Board Resolution (for bid signing authority)		
4	Make in India Undertaking(s) along with Local Content Calculations		
5	Documents against Financial Eligibility Criteria		
6	Documents against Similar Work Experience Eligibility Criteria		
7	Manufacturer's Authorization Certificate (MAF) or undertaking, as applicable		
8	Undertaking against Other Bid requirements		
9	Consortium Agreement (if applicable)		
10	Technical Brochure / Data-Sheets along with unpriced BoQ		
11	NDA (if applicable)		
12	Undertaking for submission of performance security		
13	Undertaking for back-to-back Payment Terms		
14	Any other undertaking/ document as per NIT/ NIT.		

The vendor/OEM/SI shall submit relevant document in proof of above. Price and Technical Bids shall be submitted separately (Single-stage Two-bid system).

1.1 IMPORTANT DATES

Date of Posting of NIT:	23-01-2026
Start Date of downloading/viewing NIT:	23-01-2026
Start date & time for Online submission of Bids:	23-01-2026, 18:00 hrs
Last date & time for Online submission of Bids:	06-02-2026, 18:00 hrs
Online Opening of Technical Bid:	06-02-2026, 18:30 hrs

1.2 ELIGIBILITY CRITERIA

a) (i) In procurement of all goods, services or works in respect of which the nodal ministry/ department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid as per extant order of DPIIT.

(ii) Only Class-I and Class-II local supplier, as defined under the extant order of DPIIT, shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued.

Mandatory Undertaking against the Make in India Policy to be submitted by the bidders and OEMs along with calculation of local content (Section-10) for submission in TCIL's bid against client's tender.

The Public Procurement (Preference to Make in India) Order by DPIIT may be checked at: <https://dpiit.gov.in/public-procurement-dpiit>.

b) The bidder shall fulfill the following financial criteria:

- i. Average Annual Financial Turnover during the last 3 financial years (2022-23, 2023,24, 2024-25), ending 31st March of the previous financial year should be at least **INR 3.25 Cr** [**INR 2.71 Cr** for Micro and Small Enterprises (MSEs) & Startups] (excluding taxes). Bidder to submit the audited balance sheets and CA certificate.
- ii. Net worth should be positive as on 31st March of last Financial Year. The bidder to submit CA certificate for the same.
- iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years. The bidder to submit CA certificate for the same.

c) Experience of having successfully completed similar works/supplies during the last 7 years from the date of bid submission should be either of the following:

Two similar works each costing not less than **INR 3.25 Cr** (**INR 2.71 Cr** for MSEs & Startups) (excluding taxes), in last 7 years.

OR

One similar work costing not less than **INR 4.34 Cr** (**INR 3.80 Cr** for MSEs & Startups) (excluding taxes), in last 7 years.

‘Similar work’ implies “Implementation of Skill Development for any Government Organization/ CPSU/ State PSU in India.”

One Similar Work means a Single Work/Purchase Order of value as given in this clause above. The bidder should submit supporting document i.e. work order and completion certificate from client.

- d) Bidder must have one training center in each of the 36 districts in the State of Maharashtra. Bidder to submit the undertaking for the same along with list of centers.
- e) Bidder should have at least 72 trainers working in the State of Maharashtra. Bidder to submit the CVs of all the 72 trainers in the bid.
- f) ~~Manufacturers Authorization Certificate (MAF)~~
~~The bidder should submit Manufacturers Authorization Certificate (MAF) from Original~~

~~Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this NIT in the name of TCIL. In case of unavailability of MAF at the time of NIT response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.~~

g) Bid by Consortium is allowed within empaneled partners. Consortium must comply the following requirements:

(For Startups or MSEs, all the partners should be Startups or MSEs, respectively to take the benefits under this NIT)

- i. The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid an Authorization Letter/ Board Resolution signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of three (03) agencies.

For Average Annual Turnover Eligibility Criteria, the turnover of each partner shall be added for the propose of eligibility criteria. However, the turnover of lead bidder shall not be less than 25% of average turnover requirement of bid, and the lead partner must fulfil positive net-worth requirement criteria.

The similar work experience eligibility to be fulfilled by lead partner of the consortium as under:

- a) One work if total requirement is for One work (Value/ years as per Clause 1.2.c)
- b) At least one work if total requirement is for Two works (value/ years as per Clause 1.2.c)
- c) At least one work if total requirement is for Three works (Value/ years as per Clause 1.2.c)

In case the lead partner nominated by the consortium does not meet the similar work experience criteria or average annual turnover criteria or positive net-worth criteria or positive profit-before tax criteria, their bid shall not be considered.

Each consortium partner shall be jointly and severally responsible for completing the task as per the contract. TCIL, in any case, will deal with the lead partner, who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.

- ii. The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Authorization Letter/ Board Resolution from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.
- iii. The formation of consortium or change in the consortium character/ partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.
- iv. The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- v. The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.
- vi. The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium

agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized signatory on behalf of consortium.

- vii. The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid validity/ after award of work/ during pendency of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of 12 months to maximum period of 24 months as per decision of TCIL.
- viii. Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- ix. In case of separate entity by way of JV etc., then eligibility of the entity only shall be considered.

1.3 All the terms & conditions with the client shall be on back-to-back basis except the following and other T & C mentioned herein:

- Pricing
- Risk Purchase
- Termination
- General Lien/Set-Off
- Advance payment (if applicable)
- Limitation of liability (if applicable)

1.4 EVALUATION

Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference shall be given as per Purchase Preference defined in this NIT.

NPV-based Evaluation Criteria shall be applicable for works/ tenders where scope of work includes CAPEX and OPEX (O&M/AMC) or only OPEX, and where OPEX activity is spread over a period of two or more years. Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes. Total cost shall be CAPEX+NPV of O&M/ AMC. The discounting rate of 10% per annum shall be used for calculating NPV.

1.5 EMD AND TENDER FEE: NIL

1.6 AUTHORIZATION LETTER/ BOARD RESOLUTION

The bidders need to submit board resolution along with authorization Letter in online mode authorizing the signatory to act on behalf of the bidder. The authorized person should be either authorized by Board or an employee authorized by one of the following persons who has the Board Resolution to delegate authorization to other:

1. Managing Director
2. The Chief Executive Officer
3. The Manager
4. The Company Secretary
5. The Whole-time director
6. The Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e-tender portal should be of the authorized signatory.

1.7 TCIL reserves the right to accept or reject any or all the NITs without assigning any reason.

1.8 CONTACT INFORMATION

Project Division: Vikas Arora, Deputy General Manager
Telephone: 011- 2620-2525
Mob.: +91 9899652735
E-mail.: vikas.arora@tcil.net.in

Jalaj Srivastava, Assistant General Manager
Telephone: 011- 2620-2662
Mob.: +91 9026072988
E-mail.: jalaj.srivastava@tcil.net.in

1.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

1.10 INTEGRITY PACT (IP) PROGRAMME – The IP signed during the empanelment stage is valid and applicable for this NIT.

1.11 SIGNING OF NON-DISCLOSURE AGREEMENT (NDA)

Bidders interested to participate in an NIT, where client requires signing of NDA, then bidder also will have to sign an NDA with TCIL on a non-judicial stamp-paper of Rs. 100. In case the bid is to be submitted by a consortium, NDA should be signed by each partner of the consortium. Participation without compliance to the above shall be invalid and such bids will not be considered by TCIL.

1.12 GENERAL CONDITIONS OF CONTRACT

1.11.1 Purchase Preference to Micro and Small Enterprise and Make in India – applicable as per GOI's guidelines applicable as issued from time to time.

1.11.2 RISK PURCHASE

If the bidder/sub-contractor/supplier delays the execution of contract and/or fails to perform its obligations under the contract to the satisfaction of TCIL/Client, TCIL shall have the right to get the same executed, wholly or in part, departmentally or by other agencies at the risk and cost of the sub-contractor/supplier, without prejudice to the right of TCIL to recover liquidated damages, exercise any other remedy for breach of contract or terminate the contract either wholly or to the extent of such default.

1.11.3 GENERAL LIEN / SET-OFF

- i. Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- ii. Any sum of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature

whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

1.11.4 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted upto 2 years or action as deemed fit may be taken by TCIL.

1.11.5 TERMINATION FOR DEFAULT

- i. TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
 - if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
 - if the supplier fails to perform any other obligation(s) under the contract;
 - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
 - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- ii. In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

1.11.6

At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.

1.11.7 PURCHASER'S RIGHT TO SEEK QUOTES DIRECTLY FROM OEM

During the NIT/ tender process, TCIL may seek rates directly from OEM(s) or its representative/ distributor for partially or all items of BOQ under this NIT/ NIT.

In addition to seeking rates, TCIL reserves right to place direct purchase order(s) on OEM(s) or its authorized representative(s) / distributor(s) for partially or all items of BOQ under this NIT/ NIT.

1.11.8 PROCUREMENT OF PRODUCTS FROM TRUSTED SOURCES

If the supplied product(s) under this NIT/ contract is/are to be connected with Telecommunication Network, then such product(s)/ goods/ equipment(s)/ software(s) shall be only from Trusted Sources (Unified License for procurement of telecommunication equipment) (as amended from time to time). (ref: <https://dot.gov.in/unified-licencing>)

Bidder who is found violating these directions/ guidelines of Govt. of India or any other guidelines in this regard (including guidelines for procurement from a bidder of a country sharing land border with India) shall be liable to face action from TCIL, which may include non-award of work, cancellation of contract, rejection of goods supplied, getting the work done at risk & cost of the bidder, forfeiting the Performance Security, banning for future work for a period up to **five (5) years** or any other action as deemed fit.

1.11.9 RIGHT TO NEGOTIATION (IN EXCEPTIONAL CASES)

In the event that the critical parameters specified in the contract are altered by the client, thereby potentially impacting the financial outcome/structure of the project, TCIL reserves the right to renegotiate parameters viz. the rates, quantity etc. with the selected vendor. Such negotiations will be undertaken to ensure that the revised terms remain in the financial interest of TCIL. The selected vendor is expected to cooperate in good faith to arrive at mutually agreeable revised parameters viz. rates & quantity aligned with the changed quantities or parameters.”

1.13 SPECIAL CONDITIONS OF CONTRACT

1.12.1 Payment Terms

Installment	Payment Schedule	Criteria	Amount to be released
1st	On Commencement	On the submission of trainee's profile in the prescribed format and Applications form along with copies of education certificates, caste certificates, Aadhar card, domicile certificate and address proof.	30 % amount of the total project value per candidate (excluding assessment fee)
2nd	After 1 month completion of training	On submission of 1 month completion of program report and other relevant documents like biometric attendance. On utilization of 70% of the first instalment and continuation of training with at least 70% of initial trainees continuing. UC of amount paid for purchasing uniforms and attach the list of uniforms distributed.	30 % amount of the total project value per candidate. (excluding assessment fee)
3rd	Course Completion	Submission of assessment certificate, feedback, capacity building data in prescribed format. Submitting total Master data of trainees as per BARTI required.	20% amount of the total project value per candidate + 100% assessment fee
4th	Outcomes based	50% of the students shall be placed in employment/self-employment. Submission of Utilization Certificate	Balance 20%

Notes:

- i) The payment terms would be on Back-to-Back basis. (Except any Advance).
- ii) The bidder shall be bound by the payment terms as per client's tender as specifically mentioned in this NIT/ tender. No relaxation or benefit shall be extended to MSEs in payment as per GoI guidelines if not being in-house procurement of TCIL.
- iii) Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client, i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client

minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL.

TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

(The bidder shall submit an undertaking to this effect as per NIT).

- iv) The bidder and the consortium firm (in case of consortium bid) shall comply with all applicable Indian laws, Payment of Minimum Wages Act, Workmen's Compensation Act, EPF/ESI provisions, and any such statutory provisions, and must furnish undertaking for compliance of the same along with supporting documents, at the time of invoice submission to TCIL.
- v) Hinderance register, as per project requirements, and as approved by the client, to be maintained by the vendor at each site which shall be jointly signed by the client and the vendor, which may play an important role for consideration of the delays in the project.

1.12.2 PERFORMANCE SECURITY

- a) The bidder will submit an undertaking to submit Performance Security of 3% of the contract value.
- b) PBG can be submitted in the form of:
 - Fixed Deposit Receipt (FDR), or
 - Bankers Cheque, or
 - Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
 - Insurance Surety Bond in the prescribed format.
 (BG and Insurance Surety Bond formats given in Section-16).

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

- c) The proceeds of Performance Security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point (f).
- d) The Performance Security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.
- e) Performance Security should be valid for period of one year/completion of all contractual obligations. The Performance Security shall be refunded once the performance security of TCIL is returned by the client.
- f) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the Bid Security / Performance

Security. Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

1.12.3 ACCEPTANCE OF DELAYED PERFORMANCE SECURITY

- a) Performance Security shall be submitted within 15 days from the date of LOI/PO/contract (whichever is earlier). In the event of a delay in submission of Performance Security beyond the stipulated timeline, the Purchaser/Procuring Entity may, at its sole discretion, accept the delayed submission under the following conditions:
 - i. The vendor provides valid justification for the delay in writing, which is deemed acceptable by the Purchaser.
 - ii. The vendor submits a request for extension before the expiry of the original deadline.
- b) If the delayed Performance Security is accepted, the Purchaser reserves the right to take following actions:
 - i. Withholding the payments due to the vendor under any other LOA/PO/WO/Agreement, until compliance is ensured.
 - ii. Any other remedial measures as deemed appropriate.
- c) If the Performance Security is not submitted within the extended period, the Purchaser may initiate other actions as per the tender/NIT terms, including termination of the contract.
- d) The decision of the Purchaser regarding the acceptance or rejection of delayed Performance Security shall be final and binding.

1.12.4 DELIVERY / Implementation Schedule

The implementation period for the project shall be eleven (11) months from the date of issuance of the Letter of Award/Letter of Intent/Award of Contract. TCIL reserves the right to reduce or extend the period of MOU.

1.12.5 LIQUIDATED DAMAGES

Liquidated damages/penalty will be on the back-to-back basis on absolute terms.

1.12.6 Taxes (GST)

GST invoice / Debit Note / Credit Note:

- a. It shall be the responsibility of Bidder / Supplier / Contractor / Vendor to raise Tax Invoice (e-invoice wherever applicable) as per the provisions of GST Laws and send to TCIL promptly.
- b. The Bidder / Supplier / Contractor / Vendor shall ensure that Tax Invoice contains all the requirements as per GST Law from time to time, for e.g. E-Way bill along with transportation details etc, wherever applicable. TCIL GST Number to be mentioned on the Invoices as advised by TCIL, etc.
- c. The Bidder / Supplier / Contractor / Vendor shall ensure to issue Debit / Credit Note (wherever applicable) as prescribed under GST Act and send to TCIL within the prescribed time limit. All documents should be received well in advance so as to enable TCIL to claim eligible credit.

GST Compliances:

- d. The Bidder / Supplier / Contractor / Vendor shall ensure
 - To issue Tax Invoice / Debit Notes / Credit Notes to enable TCIL to claim tax benefit on or before the stipulated time period provided by the GST law.
 - To file its GST Returns (GSTR – 1 and GSTR – 3B) within the time limits prescribed in GST Laws with all Debit and Credit Note details, so as to ensure availing ITC Credit of GST by TCIL.
 - To declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc.

- To issue all Tax Invoices / Debit Notes / Credit Notes to the registered premise of TCIL for availing of credit and ensure that the place of supply as per GST law is same as registered premise of TCIL.
- e. The Bidder / Supplier / Contractor / Vendor shall ensure to keep its GST Numbers active at all times and in case the same is blacklisted, cancelled or blocked etc by GST Authorities, the same needs to be promptly intimated to TCIL.

Tax Indemnity:

- f. There should not be any loss of ITC of GST to TCIL due to default of bidder. In case of any financial loss including interest, same will be recovered from the Bidder / Supplier / Contractor / Vendor for delay / non-compliance on the part of the Bidder / Supplier / Contractor / Vendor.
- g. In case, the eligibility of ITC of GST is questioned or denied to TCIL on account of default by the Bidder, the same would be recovered by TCIL from the Bidder / Supplier / Contractor / Vendor.
- h. No payment shall be made by TCIL against Performa Invoice issued by Bidder / Supplier / Contractor / Vendor. Payment will be made only against Valid Tax Invoice as per GST Laws.
- i. In case of delay in deposit of Tax & filling GSTR-1 by the Bidder / Supplier / Contractor / Vendor, the input tax credit will not be available to TCIL and as a result TCIL to pay the total output tax without availing input tax credit and in such case the financial loss including interest shall be recovered from the Bidder / Supplier / Contractor / Vendor.

Documents:

- j. Self-declaration along with evidence that the Bidder / Supplier / Contractor / Vendor is not blacklisted.
- k. An undertaking from the Bidder / Supplier / Contractor / Vendor that information provided by him is correct and in case of any loss, the Bidder / Supplier / Contractor / Vendor is fully responsible.

1.12.7 Release of GST Payment along with payment of RA Bill

- a) In all projects, where running bill continue to be raised periodically, GST shall be paid along with running bill but amount equivalent to GST of previous RA bill as well as current RA shall be withheld if GST of previous bill is not paid/reflecting at time of payment of next (current) RA bill.
- b) At the time of final bill of the project, GST shall be paid only if payment of all GST dues of the project by vendor is visible in GST portal.
- c) The above shall be applicable for all projects involving payment in multiple trenches (Running bill).

END OF SECTION-1

SECTION – 2**PRICE BID SCHEDULE**

To: [Head of Department]

Dear Sir,

We, the undersigned, offer to provide the [Insert title of assignment] against your NIT No. [Insert NIT No.] dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1].

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[insert price bid format]

Note 1: The bidder to provide un-priced Price-Bid along with Technical bid.

Notes2:

- a) Lowest Bid will be on the basis of Grand Total.
- b) Bidder shall mandatorily mention the applicable HSN/SAC codes (at least 6-digits) against all the quoted items.
- c) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on pro-rata basis based on actual nos. of applicable days.
- d) Before submitting their duly filled “Price Bid Schedule & BOQ” the bidders should ensure that they do not enter any comments such as ‘As per Actuals’, ‘Will be Intimated Later’, ‘Extra’ etc. If bidder uses these types of comments in their price bid, or if the charges for any item is left blank, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.
- e) The bidder must specify the make of each product / line items of the BOQ in the price bid.
- f) The requirements/ quantity mentioned above are indicative & may vary as per the actual requirements.

END OF SECTION-2

SECTION-3**MANUFACTURER'S AUTHORISATION FORM (NOT APPLICABLE)**

[Head of Department]

Dear Sir,

Ref: Your [document No] _____ dated _____

We, _____ who are proven and reputable manufacturers of (name and description of the factories at goods offered in the bid) having, hereby authorize M/s <insert name> to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (Please provide reason here).

We also hereby extend our full warranty, CAMC as applicable as per Client's [tender No.] and [tender name], read with modification, if any, for the goods and services offered for supply by the above firm against this NIT document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of M/s _____

[Name & address of the manufacturers]

Note:

This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the Authorization letter / Board Resolution to legally bind the manufacturer.

END OF SECTION-3

SECTION-4**MAKE IN INDIA UNDERTAKING**

(Formats available in client's tender shall prevail. To be submitted by OEMs for submission in client's tender)

A. Bidder shall furnish following self-certificate on its letter head along with their techno-commercial bid.

"We M/s _____ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. _____ dated _____ against Tender No. _____ dated _____. Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

S#	Description of Items / Products / services	Make	Model	location(s) at which the local value addition is made

B. If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. _____ dated _____ against TCIL Tender No. ----- dated --- by M/s. _____ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

C. CALCULATION OF LOCAL CONTENT

Sl. No.	Description of the Item	Qty	Unit	Basic Rate W/o Tax (INR)		Total Cost W/o Tax (INR)		Domestic + Imported
				Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	
				a	b	c	d=a*b	e=a*c
1	Item Description	1	Nos					
2	Item Description	1						
3	Total					-		-

% of Local Content = (Total Cost Domestic 3(d) / Total Cost (domestic + Imported) (3 (f))) * 100

(To be used by bidder for their internal calculation and to submit if demanded by TCIL at any stage)

D. FORMAT OF SELF CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR TELECOM PRODUCTS, SERVICES OR WORKS

(DoT's latest order/notification may be referred at <https://dot.gov.in/public-procurement-preference-make-india>)

(To be submitted on non-judicial stamp paper of the value Rs 100/-)

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

Date on which this certificate is issued

Telecom Product/Services/Works for which the certificate is produced.

Procuring agency to whom the certificate is furnished.

Percentage of LC claimed.

Name and contact details of the unit of the manufacturer.

Sale Price of the product.

Ex-Factory Price of the product.

Freight, insurance and handling.

Total Bill of Material.

List and total cost value of inputs used for manufacture of the Telecom product/Services/Works.

List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.

List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

Imported items sourced locally from resellers/distributors.

The license fees / royalties paid/ technical charges paid out of India.

Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPPMII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024. I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation: CEO/MD

Address:

Email Address:

Mobile No.:

Place:

Date:

Notes:

1. During project execution for contracts > INR 10 Cr, contractor shall submit local content certificate, duly certified by practicing cost / chartered accountant. If not possible during project execution, the certificate by practicing cost / chartered accountant shall be submitted after project completion.
2. If the stipulated local content requirements are not met or the 'Class' of the supplier is downgraded, penalty up to 10% of contract value may be imposed. Contract shall not be terminated on this account.
3. Decisions on complaints shall be from the Competent Authority. False Declaration shall be handled as per breach of Code of Integrity.
4. Manufacturers manufacturing under Production Linked Incentive (PLI) Scheme shall be treated as deemed as Class-II suppliers, unless they meet Class-I min. local content for that item. This shall be applicable for specific time period only (as notified).

END OF SECTION-4

SECTION -5**UNDERTAKING AGAINST OTHER BID REQUIREMENTS**

Sub: Undertaking against NIT No. _____ dated _____

We, [name of the bidder], hereby undertake that:

- i. We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.
- ii. In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020 (and its amendments as issued from time to time), we hereby submit that:

We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

This undertaking from the OEMs for submission in TCIL's bid against the client's tender (enclosed)

OR

We declare that the undertaking from the OEMs for submission in TCIL's bid against the client's tender shall be submitted before opening of financial bid.

- iii. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under the subject NIT/ NIT. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.
- iv. In compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022, we hereby undertake that we shall provide formally certified skilled workforce or we commit to the effect that we would ensure that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at our own cost.
- v. All the documents/ certificates/ information submitted by us against this NIT are genuine.
- vi. We hereby declare that our bid has No-Deviation against TCIL's NIT and Client's tender [client tender no. & date]. Compliance statement from OEMs is enclosed.
- vii. *The Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender is/are enclosed.*

OR

We shall submit the Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender before opening the financial bid.

(Signature of the Authorized signatory)

END OF SECTION-5

SECTION -6**PERFORMANCE SECURITY FORMAT****A. PERFORMANCE BANK GUARANTEE (PBG) FORMAT****(TO BE ISSUED BY A DELHI BRANCH)**

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No: _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____ /issued Purchase Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials/Services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Manager

Seal of Bank

Contact details

B. INSURANCE SURETY BOND – PERFORMANCE SECURITY FORMAT

(To be stamped in accordance with Stamp Act of India)
(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,
 TCIL Bhawan, Greater Kailash-I
 New Delhi – 110 048 (INDIA)

Surety Bond No: _____

This BOND is made as a deed AMONG the following parties

The “Supplier” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/NIT Number dated and having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials and/or Services as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Surety Bond for the faithful performance of the entire contract, to the extent of xx% (xx percent) of the value of the Purchase Order / Agreement i.e. for Rs _____.

1. We, _____ (“The Surety Insurer”) which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Agreement/PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the TCIL an amount of Rs.*** ** (Rupees *** ** only (hereinafter referred to as the “Surety Bond”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Agreement/PO.
2. Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of TCIL’s first written demand accompanied by TCIL’s declaration stating that the amount claimed is due by reason of the Supplier having failed to perform as per the Purchase Order / Agreement and despite any contestation on the part of above named supplier. Any such written demand made by the TCIL stating that the supplier is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement/PO shall be final, conclusive and binding on the surety Insurer, notwithstanding any differences between the TCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other TCIL.
3. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Agreement/PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Agreement/PO by the said supplier or to postpone for any time and from time to time any of powers exercisable by it against the said supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the

TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.
6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
8. This Surety Bond will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.
9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.
10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Authorized Signature

Manager

Seal of Insurer Surety

Contact details

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / Email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

END OF SECTION-6

SECTION-7**AUTHORIZATION LETTER****Format for Authorization letter to be submitted by Bidder**

Know all men by these presents that we (name of Company) _____, incorporated in India under the Companies Act, 1956 and having its Registered Office at _____. (India) ("Hereinafter called the Company") DO TH hereby nominate, constitute and appoint (Name, Designation) _____, S/o _____ to be true and lawful authorized signatory in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (NIT No, NIT Date, NIT Description) _____, _____, _____ and all affairs ancillary or incidental thereto.
2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said authorized signatory shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its authorized signatory shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name , Designation) _____, _____ of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in its _____ meeting held on (Date) _____ has signed this Authorization Letter at (place) _____ on this (Date) _____.

The signatures of (Name , Designation) _____ given below are hereby certified.

Signature : _____

SIGNATURES OF (Name , Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature: _____

(Name , Designation): _____

END OF SECTION-7

SECTION -8**UNDERTAKING BY BIDDER IN RESPECT OF BACK-TO-BACK PAYMENT TERMS**

(Only for client tender where payment terms are on back-to-back basis)

1. I/we,....., have perused the Tender/NIT/RFP of Client and/or the arrangement of TCIL with its Client,..... and have also examined scope of work and the payment terms therein.
2. I/we,....., have clearly understood the scope of work which TCIL is intending to award under the present Tender/RFP/NIT/PO/LOI/LOA and the terms of payments mentioned therein.
3. I/we,....., completely understand and agree that the work to be executed through undersigned by TCIL is on behalf of the client wherein the eligibility for payment depends solely upon acceptance of the undersigned's work, certification of the bill and payment of the certified bill by the said client. The date of delivery of such service/supply under the scope of work for entitlement of payment shall be the date on which the corresponding payments have been received by TCIL from its client. Undersigned's entitlement for payment regarding the bill raised in respect of a particular work would only arise within a reasonable time of 15 working days upon acceptance of the work and release of corresponding payment by the client to TCIL.
4. I/we,....., completely understand and agree that in the event client certifies the work for lesser amount, undersigned's entitlement would be only for the certified value of work by the client minus the statutory and contractual deductions as per our contract with TCIL.
5. I/we,....., also completely understand and agree that TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client. However, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle undersigned to raise claim regarding the same against TCIL.

Signed by..... (Authorized Representative of)

Date....

Place.....

END OF SECTION-8

SECTION – 9**MEMORANDUM OF UNDERSTANDING FORMATS****A. MOU FORMAT WHEN BACKEND PARTNER IS IN CONSORTIUM**

(To be signed by all Consortium Partners)

This Memorandum of Understanding (MoU) is made on _____ day of _____ at New Delhi by and between:

M/s Telecommunications Consultants India Limited, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

_____ **CONSORTIUM** consisting of M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Lead Member**), M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Consortium Partner**) and M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Consortium Partner**) hereinafter the said consortium shall be referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“**TCIL**” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

WHEREAS _____ (Name of Lead Member) is in the business of _____.
WHEREAS _____ (Name of Consortium Partner) is in the business of _____.
WHEREAS _____ (Name of Consortium Partner) is in the business of _____.

WHEREAS _____ (Client Name) (herein after called “_____”) issued TENDER No. _____ dated _____ for ‘_____’, hereinafter referred to as “_____” (Client Name) tender” /”Work”/”Project”.

WHEREAS TCIL published NIT No. _____ dated _____ (hereinafter referred as TCIL NIT) for selection of back-end partner for _____ (Client Name) tender.

AND WHEREAS M/s _____ & M/s _____ has entered into a Consortium Agreement / Memorandum of Agreement dated _____ (**Annexure A**) and a Role & Responsibility Matrix dated _____ (**Annexure B**) for the purpose of forming a consortium to participate in TCIL NIT wherein it is mentioned that _____ shall act as the Lead Member & _____ shall act as consortium partner and the Lead Member is authorized to sign the MOU with TCIL and accordingly they have submitted their offer for _____ in response to TCIL NIT & pursuant to the same were selected by TCIL as back-end partner for _____ (Client name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and _____ (consortium name) (partner for _____) for participating in the _____ (client name) Tender.

**Please note that the term "Lead bidder" shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. _____ (consortium name) shall not participate directly or indirectly whether in consortium or separately in _____ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for _____ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the _____ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with _____ (consortium name) based on the terms & conditions of this MoU, TCIL NIT and _____ (client name) Tender.
4. The term of this MoU shall be for _____ months ("Term") from the date of signing of this MoU ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL NIT & _____ (Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the _____ (Client name) Tender/Work/Project.
6. TCIL and _____ (consortium name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of _____ (client name) Tender/Work/Project (as per scope of TCIL NIT & _____ (Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and _____ (consortium name) for their respective work. TCIL will not reimburse any such expenses to _____ (consortium name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and _____ (consortium name), for their respective part/scope of work. However, if _____ (consortium name) or any of its member fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with _____ (consortium name) and get the same executed departmentally or by other agencies at the risk and cost of _____ (consortium name).
9. Both M/s _____ (Lead Member name) and M/s _____ (Consortium Partner name) shall be jointly and severally responsible for compliance of all the terms and conditions of the tender document, this MOU and TCIL's contract with main client relating to performance of this MOU. Any non-compliance by either party of the Consortium shall be treated as a breach of this MOU.
10. Both M/s _____ (Lead Member name) and M/s _____ (Consortium Partner name) shall be jointly and severally liable to TCIL to compensate any losses or damages if so suffered by TCIL for any breach of this agreement and/or action initiated by the main client for non-performance of the contract.
11. In case of failure of either of M/s _____ (Lead Member name) or M/s _____ (Consortium Partner name), the total responsibility shall shift upon remaining party.
12. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of _____ (Client name) Tender/ Works / Projects, the _____ (consortium name) understands, agrees and undertakes that:

a) _____ (consortium name) participated in TCIL NIT and that all terms & conditions of the TCIL NIT shall apply to _____ (consortium name).

b) Prices quoted by _____ (consortium name) shall remain firm and fixed till the execution of the Tender.

c) the payments terms between TCIL & _____ (consortium name) are on back-to-back basis and the payment shall be released by TCIL only if and when received by TCIL from _____ (Client name) and subject to terms & conditions of agreement (as stipulated in 3 above) and submission of complete required documents. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

d) _____ (consortium name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from _____ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by _____ (Client name).

e) the (day) date of delivery of goods and/or rendering of services by the _____ (consortium name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.

f) if in the instant contract, _____ (consortium name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of _____ (client name) Tender, the _____ (consortium name) agrees to forgo its rights under this Act and Policy.

g) _____ (consortium name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by _____ (consortium name). Further _____ (consortium name) hereby agrees that TCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s). _____ (consortium name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from TCIL against invoices.

h) Any deductions by the _____ (Client name) towards LD/penalties/contingencies shall be borne by _____ (consortium name) in terms of TCIL NIT.

i) At any given point of time, _____ (consortium name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.

j) On award of work of the Tender/Work/Project, _____ (consortium name) shall provide its GeM Seller id to TCIL (not applicable for "works" contract or non-Indian vendor).

k) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of _____ consortium and/or M/s _____ (Lead Member name) and/or M/s _____ (Consortium partner Name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.

13. TCIL and _____ (consortium name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
14. Any sum of money (including refundable security deposit) due and payable to the _____ (consortium name) and/or _____ (Lead bidder name) and/or _____ (Consortium partner name), under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.
15. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
16. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
17. Any matter which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

18. Dispute Resolution:

- 1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/NIT/Agreement/Purchase Order/MoU through a “Conciliation and Settlement Mechanism (CSM)” and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**. That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.
- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub-clause ‘1’ above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
- 3) For all the contracts other than those mentioned in sub-clause ‘2’ above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause ‘1’ above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

**Please Note that in case of agreement/MoU with Government Organization, the following clause shall be applicable:*

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

19. During its Term, this MOU will be terminated in the event of

- Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
- Tender not awarded to TCIL
- Mutual agreement between the “Parties”
- As per TCIL NIT

20. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.

21. By signing this MoU, the “Parties” acknowledge that it correctly records the understanding they have reached with regard to the Project.

22. NIT document, technical / financial bid, any further negotiations, all correspondences with or from _____ (consortium name) till NIT finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

For Telecommunications Consultants India Ltd

For _____ Private Limited

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

B. MOU FORMAT WHEN BACKEND PARTNER IS A SINGLE BIDDER (WITHOUT CONSORTIUM)

This Memorandum of Understanding (MoU) is made on ____th day of _____ at New Delhi by and between:

M/s Telecommunications Consultants India Limited, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

M/s _____ (vendor name), registered under the Indian Companies Act 1956/2013 (whichever is applicable), with its registered office at _____, hereinafter referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“**TCIL**” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

WHEREAS _____ (vendor name) is in the business of _____.
WHEREAS _____ (Client Name) (herein after called “_____”) issued TENDER No. _____ dated _____ for ‘_____’, hereinafter referred to as “_____ (Client Name) tender” /“Work”/“Project”.

WHEREAS TCIL published NIT No. _____ dated _____ (hereinafter referred as TCIL NIT) for selection of back-end partner for _____ (Client Name) tender.

AND WHEREAS _____ (Vendor Name) submitted their offer and pursuant to the same was selected by TCIL as back-end partner for _____ (Client Name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and _____ (vendor name) (partner for _____) for participating in the _____ (client name) Tender.
**Please note that the term “Lead bidder” shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. _____ (vendor name) shall not participate directly in _____ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for _____ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the _____ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with _____ (vendor name) based on the terms & conditions of this MoU, TCIL NIT and _____ (client name) Tender.
4. The term of this MoU shall be for _____ months (“Term”) from the date of signing of this MoU (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL NIT & _____

(Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.

5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the _____ (Client name) Tender/Work/Project.
6. TCIL and _____ (vendor name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of _____ (client name) Tender/Work/Project (as per scope of TCIL NIT & _____ (Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and _____ (vendor name) for their respective work. TCIL will not reimburse any such expenses to _____ (vendor name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and _____ (vendor name), for their respective part/scope of work. However, if _____ (vendor name) fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with _____ (vendor name) and get the same executed departmentally or by other agencies at the risk and cost of _____ (vendor name).
9. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of _____ (Client name) Tender/ Works / Projects, the _____ (vendor name) understands, agrees and undertakes that:
 - a) _____ (vendor name) participated in TCIL NIT and that all terms & conditions of the TCIL NIT shall apply to _____ (vendor name).
 - b) Prices quoted by _____ (vendor name) shall remain firm and fixed till the execution of the Tender.
 - c) the payments terms between TCIL & _____ (vendor name) are on back-to-back basis and the payment shall be released to _____ (vendor name) by TCIL only if and when received by TCIL from _____ (Client name) and subject to submission of complete documents and invoices etc. by it. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

d) _____ (vendor name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from _____ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by _____ (Client name).

e) the (day) date of delivery of goods and/or rendering of services by the _____ (vendor name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.

f) if in the instant contract, _____ (vendor name) is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of _____ (client name) Tender, the _____ (vendor name) agrees to forgo its rights under this Act and Policy.

g) _____ (vendor name) hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by _____ (vendor name). Further _____ (vendor name) hereby agrees that TCIL reserves the right for reimbursement of any such cost incurred out of the aforesaid non-compliance(s). _____ (vendor name) will provide payment of GST proof i.e. GSTR-1, GSTR-3B, cash ledger and challan for taking GST payment from TCIL against invoices.

h) Any deductions by the _____ (Client name) towards LD/penalties/contingencies shall be borne by _____ (vendor name) in terms of TCIL NIT.

i) At any given point of time, _____ (vendor name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.

j) On award of work of the Tender/Work/Project, _____ (vendor name) shall provide its GeM Seller id to TCIL (not applicable for "works" contract or non-Indian vendor).

k) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of the _____ (vendor name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.

10. TCIL and _____ (vendor name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.

11. Any sum of money (including refundable security deposit) due and payable to the _____ (vendor name), under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

12. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.

13. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.

14. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

15. Dispute Resolution:

1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/NIT/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism

(CSM)" and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**. That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.

- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub-clause '1' above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
- 3) For all the contracts other than those mentioned in sub-clause '2' above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause '1' above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

**Please Note that in case of agreement/MoU with Government Organization, the following clause shall be applicable:*

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

16. During its Term, this MOU will be terminated in the event of
 - i) Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
 - ii) Tender not awarded to TCIL
 - iii) Mutual agreement between the "Parties"
 - iv) As per TCIL NIT
17. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
18. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.
19. NIT document, technical / financial bid, any further negotiations, all correspondences with or from _____ (vendor name) till NIT finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

For Telecommunications Consultants India Ltd

Signature:

Name:

For _____ Private Limited

Signature:

Name:

Designation:

Date:

Witness:

Designation:

Date:

Witness:

END OF SECTION-9

SECTION – 10**SCOPE OF WORK**

Implementation of training programmes exclusively for Scheduled Caste trainees, including capacity-building initiatives, for Dr. Babasaheb Ambedkar Research & Training Institute (BARTI).

Detailed Scope of Works outlined as below:**1. Mobilization, Counselling and Selection**

- a. Implementing Agency shall release advertisement in Website, Newspaper and various other mode.
- b. The Implementing Agency shall impart capacity-building training to unemployed pass-out youth belonging to the Scheduled Caste category, possessing a valid Caste Certificate, Aadhaar Card, Maharashtra State Domicile Certificate, valid address proof, and educational qualifications.
- c. Prior to initiation of training, ground-level mobilization shall be done by Implementing Agency. Mobilized and selected trainees should be within the age group 18-35 years on start date of training. Also, they must have not taken any other benefit of training in past under the sponsorship of BARTI or TCIL.
- d. Conduct Aptitude Test of each trainee to understand the capacity inclination of trainee and accordingly guide them to take the training.
- e. Mobilization should be accompanied by counseling wherein Implementing Agency, is expected to provide trainees with all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping trainees and their families make informed choices.
- f. Trainees who have previously undergone capacity building training and skill development training under BARTI should not be given the benefit of the said training.
- g. Registration of trainees must be linked to their Aadhar identity, which the Implementing Agency, is expected to facilitate before trainee registration.
- h. Implementing Agency to upload the information on BARTI's MIS system which will be used for tracking and monitoring simultaneously submit it in hard copy format as given by BARTI.
- i. Selection of trainees for the capacity building training program will be primarily done by Implementing Agency, however BARTI, Pune & TCIL, New Delhi will also supervise and monitor the selection process. The implementing agency shall submit the details of all the trainees in a pre-defined format.
- j. Implementing Agency, must ensure that only trainees who are unemployed, non-college going students and are willing to do entrepreneurship and job after completion of training are selected.
- k. The responsibility of safety and security of female candidates completely lies with Implementing Agency, as the training location is in industrial area if any complaint received, action will be taken against the Implementing Agency by TCIL or BARTI.
- l. Availability of a security guard at the training center must be ensured by Implementing Agency. This is limited to Training center only and safety of the candidates outside the Training campus is not the responsibility of TCIL and BARTI.
- m. The following facilities must be available at the training center:
Fire Extinguisher, First Aid Kit, Washroom, Drinking water

2. Course Commencement

- a. Implementing Agency shall inform to TCIL, New Delhi about commencement of course.
- b. Implementing Agency can start batch with minimum batch size as 30 and maximum as 50 candidates only.

c. Infrastructure

- i. Implementing Agency, shall ensure that the company / training centers should have the adequate facilities like good theory classrooms, practical rooms (ventilated & sufficient light) with tools and equipment, raw material and enough manpower for conducting trainings for which photos and others details will be shared with TCIL.
- ii. Implementing Agency has to inform TCIL in case of any change in higher authority of institute, SPOC (Single Point of Contact) person, Name, Signature etc. immediately.
- iii. Implementing Agency has to inform TCIL in case of any change in the respective trainer of course with the trainer profile immediately.

d. Course Content

- i. Implementing Agency shall ensure that the course material, syllabus, training schedule etc. are given to all the candidates immediately after the commencement of the course.
- ii. Implementing Agency shall ensure that all trainers deputed by them have the relevant education/ experience/ capacity for conducting the proposed trainings. In case the trainers are not up to the mark, or if TCIL or BARTI, Pune received complaints against the trainers then the respective trainer should be replaced immediately.
- iii. Implementing Agency, shall arrange time to time exposure visits during the tenure of training as per the syllabus of the course.
- iv. There shall be compulsory session on soft skills and domain courses practical preparation.
- v. The uniform will include a salwar suit for female trainees and a t-shirt for male trainees and a bag for both.

e. Eligibility of trainees-

- i. Age- 18 to 35 years
- ii. Scheduled Caste Certificate
- iii. Domicile Certificate of Maharashtra
- iv. Educational qualification required as per the course
- v. School Leaving Certificate
- vi. Adhar Card

3. Monitoring during Training

TCIL, New Delhi or BARTI, Pune may inspect the training programs randomly by Director General / Head of Department or any officer deputed by BARTI/TCIL and it's binding on Implementing Agency, to extend all support to BARTI, Pune & TCIL, New Delhi. Implementing Agency will rectify any short comings observed during the visits on an immediate basis and inform TCIL accordingly and will be eligible for the action taken in the form of penalty.

4. Certification

- a. Implementing Agency shall provide certificate to the trained candidates on last day or any convenient day of closing as agreed for which prior approval will be taken from TCIL or BARTI.
- b. To ensure independent and unbiased assessment and certification of trained candidates, Third Party Certification & Assessment needs to be done by authorized agency under NSDC and this shall be the essence of contract.

5. Attendance

- a) Implementing Agency, shall take special efforts to ensure that each candidate is attending the training minimum 75% of working days of Training Program. Attendance records will be maintained only in thumb biometric machine and

authenticated copy will submit to TCIL, New Delhi at the time of submission of each installment.

- Candidates with Minimum 75% of attendance for 10 working days from start of the batch will be considered as enrolled.
- Candidates with minimum 75% of attendance for batch completion will be eligible for certification.

6. Employability of trainees:

At least 50% of the students shall be placed in employment within 6 months from the date of completing of the respective training.

7. Post Tracking

- Implementing Agency shall provide handholding support for next 6 months to trained candidates for which report will be submitted to TCIL & BARTI. Post training tracking for 6 months.

8. Course Details-

Location- The following training program will be conducted in all district of Maharashtra and as per requirement of other rural and semi urban areas in Maharashtra.

Name of Courses	NSQF Code	Duration	No of Hrs
Telecom Grameen Udyami	TEL/Q4302	3 Months 13 days	600
Optical Fiber Technician	TEL/Q6401	3 Months 13 days	480
Multi Skill Technician	ELE/Q3115	4 Months 17 days	720
Mobile Phone Hardware Repair Technician	ELE/Q8104	3 Months 13 days	600
Digital Marketing Manager	ELE/Q8104	4 Months 17 days	840
Telecom Technician	TEL/Q6210	3 Months 13 days	510

9. Stipend

- Implementing Agency shall ensure that all the trainees have bank account, as BARTI, Pune may transfer stipend (Rs. 4000/- or wherever applicable) through RTGS/NEFT/Cheque etc. to the eligible trainees account directly.
- If the training course duration is extended by Implementing Agency without prior notice or intimation, BARTI, Pune or TCIL will neither pay the stipend (Rs. 4000/- or wherever applicable) to eligible trainees nor pay the training fees for extended duration and Implementing Agency should intimate the same to the trainees.
- Stipend will be subjected to minimum 75% of attendance of working days in that particular month. BARTI, Pune will decide the amount of stipend to be paid to all the trainees subject to starting of the batch. Implementing Agency shall not release or publish any information related to stipend. Any communication related to stipend should be done only after taking written approval from TCIL, New Delhi.

10. Branding Guidelines

- During the mobilization of the candidates, Implementing Agency should use the following messages;
 - Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), an autonomous institute of Govt. of Maharashtra in the Department of Social Justice & Special Assistance.

- ii. The purpose of this program is to provide employment to improve livelihood of unemployed youth belonging to Scheduled Caste category only under the finance head of Training department.
- b. The following type of communication through any mode (posters, e-mail marketing, phone marketing, Social Media, etc.) to mobilize trainees under BARTI Trainings along with capacity building will be considered.

11. Indicative BOQ:

Name of Courses	NSQF Code	Duration (including Sundays)	No of Hrs.
Telecom Grameen Udyami	TEL/Q4302	3 Months 13 days	600
Optical Fiber Technician	TEL/Q6401	3 Months 13 days	480
Multi Skill Technician	ELE/Q3115	4 Months 17 days	720
Mobile Phone Hardware Repair Technician	ELE/Q8104	3 Months 13 days	600
Digital Marketing Manager	ELE/Q8104	4 Months 17 days	840
Telecom Technician	TEL/Q6210	3 Months 13 days	510

12. The hourly rates shall be inclusive of cost components:

- a. Mobilization of candidates
- b. Post-training tracking/monitoring
- c. Curriculum
- d. training expenses
- e. Trainers' training
- f. Equipment
- g. Amortization of Infrastructure costs/Utilities
- h. Teaching Aid
- i. Raw material
- j. Monthly payment of trainers

END OF SECTION-10