

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-02-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-02-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Telecommunications Consultants India Ltd
कार्यालय का नाम/Office Name	Tcil Bhawan
वस्तु श्रेणी /Item Category	Vocational Training Services - Version 2 - offline; 8; Third party location; Skill Training
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	325 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 271 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 271 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	500000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	13

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

JGM(DT-F&A)

Tcil Bhawan, Department of Telecommunications (DOT), Telecommunications Consultants India Ltd, Ministry of Communications
(Tcil)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to

refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

TCILBOQ - [1771234607.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detailed scope of work:[1771234668.pdf](#)

If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority:[1771234951.pdf](#)

Risk Mitigation capabilities:[1771234958.pdf](#)

Technical competence:[1771234963.pdf](#)

Vocational Training Services - Version 2 - Offline; 8; Third Party Location; Skill Training (3600)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Training Type	offline
Duration of Training Per day (in Hours)	8
Training Premise	Third party location
Type of Training	Skill Training
Course level	Intermediate
Category of training courses	Skill Training
Sub-Category of training courses	Skill
Training Frequency	Weekdays
Certification	Yes
Certification Programme	3rd Party Certificate
Type of training partner	Third Party
एडऑन /Addon(s)	
Lodging and Boarding capacity	NA
Post training support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of trainees	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Arora	110048,TCIL BHAWAN, GREATER KAILASH - 1	3600	<ul style="list-style-type: none">• Approx. no. of Batches of trainees : 72• Approx. no. of days per training : 35• Number of Students Per Batch : 50

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

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

NIT No. TCIL/DT/2025-26/BARTI (1)

Date of Issue: 16-02-2026

Issued By:

Digital Transformation
Fax: +91 (11) 26242266
Tel: +91 (11) 26202020
<https://www.tcil.net.in/>

	<p>Telecommunications Consultants India Ltd. (A Govt. of India Enterprise) TCIL Bhawan, Greater Kailash-I New Delhi – 110048 (India) e-mail: tcil@tcil.net.in</p> <p>CIN: U74999DL1978GOI008911</p>	<p>IS/ISO 9001</p> 
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Contents

1. NOTICE INVITING TENDER (NIT).....	3
2. GENERAL CONDITIONS OF CONTRACT.....	12
3. SPECIAL CONDITIONS OF CONTRACT	19
4. SCOPE OF WORK & TECHNICAL SPECIFICATIONS	24
5. PROJECT EXPERIENCE	28
6. PRICE BID SCHEDULE	29
7. MANUFACTURER'S AUTHORISATION FORM	30
8. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) FORMATS.....	31
9. AUTHORIZATION LETTER.....	34
10. MAKE IN INDIA UNDERTAKING.....	35
11. NO-CONVICTION CERTIFICATE	39
12. UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT	40
13. BID SUBMISSION FORM	41
14. NIT CHECKLIST	43
15. RATE CONTRACT.....	44
16. PERFORMANCE SECURITY FORMAT	45
17. MEMORANDUM OF UNDERSTANDING FORMATS	50
18. ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE.....	60

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

NITs are invited from all eligible bidders for Selection of Backend Implementing Agency for Conducting Training and Capacity Building Programs for Scheduled Caste Trainees at BARTI, Pune.

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. It was set up in 1978 to share Indian experience and expertise with developing countries and to assist bulk users of telecom services in setting up dedicated telecom networks.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing projects in the field of Civil Infrastructure, Architecture and Power, Rural Roads and Civil Construction. TCIL has been executing projects in the latest technologies like FTTH, VOIP, IPTV etc.

This NIT is floated for selection of back-end partner ready to work in the above project for TCIL on exclusive basis.

Submission of Online Bids is mandatory for this NIT. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. NIT document is available on TCIL website (<https://www.tcil.net.in/nit.php>) & GeM portal (<https://bidplus.gem.gov.in>). The important dates are as given below:

1.1 IMPORTANT DATES

Date of posting of NIT:	16-02-2026
Start date & time for Online submission of Bids:	16-02-2026, 1800 hrs
Last date & time for Online submission of Bids:	23-02-2026, 1800 hrs
Online Opening of Technical Bid (Part-I):	23-02-2026, 1830 hrs
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GeM Portal (<https://bidplus.gem.gov.in>). Bidders are advised to visit GeM portal (<https://bidplus.gem.gov.in>) and/or TCIL website regularly for updates/amendments, if any.

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 should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / Government Societies. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted.

- c) The bidder shall fulfill the following financial criteria:
- 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.
 - Net worth should be positive as on 31st March of last Financial Year. The bidder to submit CA certificate for the same.
 - 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.
- d) 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 documents i.e., work order and completion certificate from client.
- e) 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.
- f) 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.
- g) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid. *In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.*
- ~~h) Manufacturers Authorization Certificate (MAF) (Not Applicable)
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.*~~
- i) The bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
- j) The bidder shall submit the undertaking for the following requirements:
- The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
 - The bidder shall undertake that:

“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. I 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 shall be submitted from the OEM for submission in TCIL's bid against the client's tender. In case of unavailability of this undertaking at the time of NIT response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.

- iii. Vendors whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years are not eligible to participate in this NIT. The bidder shall submit the undertaking that they are not such a vendor.
- iv. It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022. The bidder shall provide undertaking to this effect.
- v. The bidder should give an undertaking that all the documents/ certificates/ information submitted by them against this NIT are genuine.

In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future NITs/tenders of TCIL for a period up to 2 years.

- vi. LABOUR LAWS (wherever applicable): The bidder shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- vii. A statement showing clause-by-clause compliance to all terms & conditions of all the sections of this NIT as well as client's tender (which forms part of this NIT), shall be submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate against TCIL's NIT and Client's tender. Compliance of OEM products to be submitted from the OEM.

- k) The bidder needs to submit un-priced BOQ along with their technical bid.
- l) Proof of PF registration to be submitted by the bidder.

- m) The bidder should have a local GST registered office where work is to be executed (address proof & GST Registration Certificate to be submitted). *Otherwise, an undertaking stating that a local GST registered office shall be opened after award of work shall be submitted by the bidder.*
- n) Bid by Consortium is allowed. Consortium must comply with the following requirements:
- i. The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a 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 Turnover Financial 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 must fulfil net-worth requirement criteria.

In case of consortium, the experience criteria of similar work to be full filled by lead bidder against eligibility criteria 1.2.d is as follow:

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

In case Lead Partner nominated by the consortium does not meet the experience criteria and Net Worth Criteria, submitted 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 twelve (12) months or maximum 36 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.
- o) Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements are not mentioned in the datasheet, OEM compliance shall be submitted.

1.3 BID SECURITY (EARNEST MONEY DEPOSIT)

EMD for bid submission will be INR 5,00,000/-

EMD amount can be submitted in the form of

- Demand Draft (DD) drawn in favour of “Telecommunications Consultants India Limited” payable at New Delhi, or
- Fixed Deposit Receipt (FDR), or
- Bankers Cheque, or
- Electronic transfer (details given in Clause-1.6), 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-8).

The validity period of Bid Security / EMD (in any form) should be 120 days.

Details of beneficiary for issue of BG under SFMS Platform is as below:

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

1.4 TENDER FEES

Tender Fees for bid submission will be INR 11,800/- (INR 10,000/- + 18% GST)

1.5 BANK DETAILS FOR PAYMENT OF EMD / TENDER FEES

Tender Fees/ EMD can also be paid through the following prescribed electronic modes of payment (UTR No. is to be provided by bidder in the technical online bid):

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**

- c. Unified Payment Interface (UPI) Quick Response Code: As below.



- d. Bank details for NEFT:

Name of Beneficiary	Name	Telecommunications Consultants India Limited
	Account No.	TCIL58EDDT
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000106

1.6 NOTES FOR EMD AND TENDER FEES EXEMPTION

- a) Micro & Small Enterprises (MSEs) (for 'Goods' and 'Services' tenders only) and Start-up Enterprises are exempted from the payment of EMD & Tender Fees.
- b) To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- c) To avail benefits prescribed in the tender for Micro & Small Enterprises (MSEs), the bidder shall submit Udyam Certificate for item/services (mentioned in this NIT) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSME Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid.
- d) Traders/ resellers / distributors/ authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012, as per MSE guidelines issued by MoMSME.
- e) MSEs who are manufacturer of Goods/ Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the NIT are listed in their Udyam certificate. Partial listing of Goods/Services in the certificate shall render MSEs ineligible for benefits.
- f) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- g) If bid security/ tender fees are submitted as BG/DD, it should reach the office of Tender Issuing/ Accepting Authority within the last date & time stipulated for bid submission in the tender.
- h) The EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after expiry of the bid validity period.
- i) The Bid Security may be forfeited if:
 - (i) If the bidder withdraws its bid during the period of bid validity or
 - (ii) Fails or refuses to execute the contract, if required; or
 - (iii) The successful bidder fails to submit performance security within the prescribed time; or
 - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

1.7 EVALUATION

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/ financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

- d) 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.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- f) NPV BASED EVALUATION CRITERIA:
 - 1) 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.
 - 2) Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes.
 - 3) Total cost shall be CAPEX+NPV of O&M/ AMC.
 - 4) The discounting rate of 10% per annum shall be used for calculating NPV.

1.8 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.

1.9 INTEGRITY PACT (IP) PROGRAMME

- a) As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:
 - Multiple/repeat POs on the single vendors against a tender.
 - POs placed on multiple vendors against a tender.

Latest IP document is available at TCIL website (www.tcil.net.in)

Link- https://www.tcil.net.in/integrity_pact.php.

- b) Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs).

NAME OF IEMs WITH THEIR CONTACT DETAILS:

- i) Shri Anil Kumar Shrivastava, Independent External Monitor; Email ID: anilifs86@gmail.com
 - ii) Shri Harishwar Dayal, Independent External Monitor; E mail ID: dayalagra@gmail.com
- c) If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
 - d) In respect of tenders for Pre-bid tie up/Notice Inviting Tender (NIT): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.
 - e) IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.
 - f) Tender received without a signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.
 - g) This NIT is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.

- h) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- i) NIT received without a signed copy of the Integrity Pact document will be liable to be rejected.
- j) In case of Joint Venture, all partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- k) Mediation Clause : In the event of any dispute between management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, the dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case the dispute remains unresolved even after mediation by panel of IEMs, the organization may take further action as per terms and conditions of the contract.

1.10 SIGNING OF NON-DISCLOSURE AGREEMENT (NDA)

Bidders interested to participate in an NIT, where client requires signing of NDA, then bidder also have to sign an NDA with TCIL on a non-judicial stamp-paper of Rs. 100, and the required NIT document fee has to be deposited to TCIL. 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.

1.11 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. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. 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.

1.12 MOU/ AGREEMENT

The selected bidder will have to sign a MoU with TCIL before TCIL submits bid to the end client.

The template of Pre-bid MoU documents [(1) with consortium, and (2) without consortium] are enclosed in Section-17.

1.13 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the NIT. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the NIT/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit Bid Security/ Performance Security submitted by the bidder, and debar them from participation in future tenders of TCIL for a period up to 2 years.

1.14 CLARIFICATION FROM BIDDERS

Queries may be asked from bidders for submitting shortfall documents, which will have to be submitted by the bidder within specified date and time. Also, each document submitted against such

queries should be signed by the authorized bid signing authority (Clause-1.10) , without which the documents will not be accepted as valid.

1.15 REGISTRATION OF MSE VENDORS

All MSE bidders may be registered on TReDS platform (<http://www.rxil.in>) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

1.16 The bidder must ensure that their bid is complete in all respects and conforms to NIT terms and conditions, NIT specifications etc. including client specifications, failing which the bids are liable to be rejected without seeking any clarifications on any exception/ deviation taken by the bidder in their bid.

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

1.18 The vendor shall provide its GeM Seller id to TCIL when asked for the same, before award of contract (not applicable for “works” contract or non-Indian vendor).

1.19 CONTACT INFORMATION

Project Division:

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END OF SECTION-1

SECTION-2

GENERAL CONDITIONS OF CONTRACT

2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM

- a) Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on TCIL's credit rating by discounting MSE's trade receivables through an auction mechanism where multiple financiers can participate and bid, TCIL registered itself on TReDS platform with M/s RXIL.
- b) Micro and Small Enterprise (MSE) bidders / vendors can avail this benefit by registering themselves with M/s RXIL providing e-discounting/electronic factoring services on its TReDS platform and following the procedures defined therein.
- c) All costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Bidders / Vendor.
- d) MSE Bidders / Vendor hereby agrees to indemnify, hold harmless and keep TCIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the RXIL's TReDS Platform or from the use of Services or from the TCIL's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- e) TCIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using facilities on RXIL's TReDS platform.

2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

(Price Preference to MSEs shall be extended as per GoI guidelines applicable as issued from time to time).

- a) If items mentioned in NIT are **non-splittable/ non-dividable** and L1 is non-MSE bidder:
 - i) If a MSE bidder is within L1+15% price range, the complete purchase/ work order shall be given to MSE bidder subject to their matching the L1 price.
 - ii) If no MSE bidder is within L1+15% price range, then complete purchase/ work order shall be given to the L1 bidder.
- b) If items mentioned in NIT are **splittable/ dividable** and MSE is neither L1 nor within L1+15%, the purchase/ work order shall be given to the L1 bidder.
- c) If the items mentioned in NIT are **splittable/ dividable** and MSE is not L1 but within L1+15%, 25% of total procurement shall be made from MSE, subject to their matching the L1 price. In case more than one MSEs are within L1+15% range, procurement will be shared equally among such MSEs, subject to their matching of L1 price, with a minimum 4% procurement from SC/ST MSEs. In event of failure of SC/ST MSEs to match L1 price or no SC/ST MSEs in L1+15%, then this 4% sub-target shall be met from other MSEs. Similarly, minimum 3% reservation within above mentioned 25% reservation shall be applicable for MSEs owned by women entrepreneurs.

2.3 PURCHASE PREFERENCE: MAKE IN INDIA

(Purchase Preference to as per GOI's Make in India guidelines applicable as issued from time to time.)

- a) Minimum local content: **(to be specified)**
- b) Margin of purchase preference: 20%

- c) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order. Purchase preference shall be given to Class –I local supplier in procurements undertaken by procuring entities in the manner as specified in the extant DPIIT order.
- d) ‘Class-II local supplier’ will not get purchase preference in any procurement undertaken by procuring entities.
- e) Verification of local content:
 - i. In cases of procurement for value less than Rs. 10 crores, the local supplier (Class-I and Class-II), at the time of bidding, shall submit a self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - ii. In cases of procurement for value in excess of Rs. 10 crores, the local supplier (Class-I & Class-II) shall be required to provide a certificate from statutory auditor or cost auditor of company (in case of companies) or from practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving percentage of local content in addition to self-certification at point (i).

2.4 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

The bidder shall offer and supply only those product(s)/ goods/ equipment(s)/ software(s) under this NIT/ contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020 (as amended from time to time). (ref: <https://dpiit.gov.in/policy-guidelines-andforms>)

2.4.1 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>)

- 2.4.2 Bidder who is found violating these directions/ guidelines of Govt. of India or any other guidelines in this regard 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.

2.5 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.

- c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.
- d) Demand notices may be sent to the original sub-contractor / supplier from time to time.

2.6 GENERAL LIEN / SET-OFF

- a) 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 not be sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) 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.

2.7 REPEAT / ADD-ON ORDER

- a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

2.8 PURCHASERS RIGHT TO VARY QUANTITIES

TCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

2.9 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

2.10 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.

For Public Sector Undertaking / Government Departments:

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.

2.11 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
 - I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service
 - And/or
 - II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case undertaking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

2.12 OFFLINE DOCUMENTS

The bidder should submit all the bid documents online as indicated in the Tender/ NIT schedule. The bidder shall mention the online transaction details (UTR No.) if the Tender Fees/ EMD is paid through online mode. However, if the Tender fees/ EMD is submitted through any other mode (DD/ BG/ FDR/ Insurance Surety Bond etc.), the same shall be submitted in offline mode at the address given below:

2525, TCIL Bhawan, Greater Kailash – 1, New Delhi - 110048

2.13 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 up to 2 years or action as deemed fit may be taken by TCIL.

2.14 AMENDMENT TO BID DOCUMENTS

- a) At any time, prior to the date of submission of bids, TCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments, which shall be available on TCIL Website and the e-tendering portal.
- b) In order to give the required time to the prospective bidders, in which to take the amendments into action in preparing their bid, TCIL may at its discretion extend the deadline for submission of bid suitably.

2.15 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). If the bidder has mentioned “at actual”, “extra”, “to be given later” etc. or left blank against the prices of any of the line items of the price BoQ, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.

2.16 MODIFICATION AND WITHDRAWAL OF BIDS

- a) Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. Such defaulting bidder is liable to be debarred from participating in future bids for a period of up to 2 years.

2.17 CLARIFICATION OF BIDS

During evaluation of bids, TCIL may at its discretion ask the bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

2.18 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.

2.19 TERMINATION FOR DEFAULT

- a) 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.
- b) 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.

2.20 TERMINATION FOR INSOLVENCY

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

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

2.22 ADDITIONAL CLAUSES FOR DEBARMENT

- A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:
 - a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following code of integrity as per rule 175 of GFRs 2017, is breached:
 1. prohibition of

- a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
2. disclosure of conflict of interest.
 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (1) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following is breached:
- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing Performance Security) of this tender.
 - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case a Joint ventures/ Consortium is debarred, all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

2.23 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.”

END OF SECTION-2

SECTION – 3**SPECIAL CONDITIONS OF CONTRACT**

(In case clauses/ sub-clauses have any difference mentioned in this NIT/ tender at different places, the conditions mentioned in Section-3 shall prevail.)

3.1 PAYMENT TERMS**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 Section-19).

- 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.

3.2 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 till the 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.

3.3 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.

3.4 PRICE BASIS

On the back-to-back basis.

3.5 PAYING AUTHORITY

JGM (DT-F&A)
TCIL Bhawan, GK-1,
New Delhi - 110048

3.6 INSURANCE

On the back-to-back basis

3.7 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.

3.8 WARRANTY

On the back-to-back basis

3.9 PERIOD OF CONTRACT

On the back-to-back basis

3.10 TERMINATION OF CONTRACT

On the back-to-back basis

3.11 PENALTY

On the back-to-back basis

3.12 SLA

On the back-to-back basis

3.13 UPTIME

On the back-to-back basis

3.14 LIQUIDATED DAMAGES

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

3.15 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 & filing 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.

3.16 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-3

SECTION-4

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

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.
- b) Candidates with Minimum 75% of attendance for 10 working days from start of the batch will be considered as enrolled.
- c) 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

- a. 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 Udhyaami	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

1. 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.
2. 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.
3. 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

- a. During the mobilization of the candidates, Implementing Agency should use the following messages;

- i. 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 Udhyaami	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-4

SECTION-5**PROJECT EXPERIENCE**

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

END OF SECTION-5

SECTION – 6**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-6

SECTION-7**MANUFACTURER'S AUTHORISATION FORM (NOT APPLICABLE)**

(Format given in client's tender should be used by the OEM for authorizing TCIL. In case, no such format is available in client's tender, then this format shall be used)

[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 (name and address of the agent) 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. Original letter may be sent.

END OF SECTION-7

SECTION - 8**BID SECURITY / EARNEST MONEY DEPOSIT (EMD) FORMATS****A. BANK GUARANTEE (BG) - EMD FORMAT**

Whereas (hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (i) fails or refuses to execute the Contract, if required; or
 - (ii) The successful bidder fails to submit performance security within the prescribed time or
 - (iii) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract / PO / tender by the vendor.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

B. INSURANCE SURETY BOND – EMD FORMAT

(To be stamped in accordance with Stamp Act of India)

(TO BE ISSUED FROM A DELHI BRANCH)

This BOND is made as a deed AMONG the following parties

The “Bidder” 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 (hereinafter called “the Bidder”) has submitted its bid dated for the vide Tender No. dated

KNOW ALL MEN by these presents that We Of Having our registered office at (hereinafter called “the Surety Insurer”) irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) to the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - i. Fails or refuses to execute the Contract, if required; or
 - ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.
or
 - iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

We, the Surety Insurer, undertake to immediately and forthwith pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. 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 Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid 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.

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

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).

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 the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

END OF SECTION-8

SECTION-9**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") DOTH 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: _____

Signature of (Name, Designation) _____

CERTIFIED

Signature: _____

WITNESS:

Signature: _____

(Name, Designation): _____

END OF SECTION-9

SECTION-10**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 chartered 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	f=d+e
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-10

SECTION-11**NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To
[Head of Department]
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [NIT/ NIT No.] dated [NIT/ NIT date] for [NIT description]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to the subject NIT/ NIT.

In accordance with the above, we declare that:

- a. 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.
- b. 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.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-11

SECTION-12**UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT**

Sub: Undertaking as per Eligibility Conditions in 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. TCIL has not cancelled any Purchase Order(s) for any Project which was placed on us, on risk & cost basis for non-performance or non-submission of performance guarantee in the last 2 years.
- 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 shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case we are found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- vii. 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.
- viii. *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-12

SECTION-13**BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

In response to your Tender No. _____, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorized Person -

Name	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
8. Alternate Person

Name:	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
9. PAN Number : _____
10. GST Regn. No. with Address : _____

11. Beneficiary's complete Bank Details.

Bank Account No.	:	_____
IFSC / NEFT Code	:	_____
Name of the Bank	:	_____
Address of the Branch	:	_____
12. Particulars of EMD

Amount	:	Rs. _____
Mode of Payment (DD/BG)	:	_____
DD/BG No.	:	_____
Date	:	_____
Name of the Bank	:	_____
Address of the Bank	:	_____
Validity of BG	:	_____
13. Particulars of Tender Fee

Amount	:	Rs. _____
--------	---	-----------

DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

14. Turnover of the Bidder in last 3 years:

Year	Year Annual Report attached at Page No.	Turnover in Rs. (Lakh)
Average Turnover		

15. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

16. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

17. Following Documents are submitted to substantiate other eligibility criteria.

- i) _____
- ii) _____
- iii) _____

DECLARATION

- We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of the Tender.
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- We certify that the information mentioned above are true and correct to best of our knowledge.

Place:
Date:

Signature of Authorized Signatory with Seal
Name:
Designation:

END OF SECTION -13

SECTION-14**NIT CHECKLIST**

Sl.	Document	Submitted (Yes or No)
1	Tender Fee (if applicable)	
2	EMD (BG / DD / NEFT / Insurance Surety Bond / FDR etc.)	
3	For MSE Exemption, Udyam Registration Certificate and Statutory Auditor Certificate for Investment in Plant and Machinery.	
4	For Start-Up Exemption, DPIIT certificate	
5	Authorization Letter/Board Resolution (for bid signing authority)	
6	Make in India Undertaking	
7	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
8	Documents against Financial Eligibility Criteria	
9	Documents against Similar Work Experience Eligibility Criteria	
10	PAN & GST Registration Certificate (or undertaking, if applicable)	
11	Manufacturer's Authorization Certificate (MAF) or undertaking, as applicable	
12	Undertaking against Eligibility Criteria Requirements	
13	No-Conviction Certificate	
14	PF Registration	
15	Undertaking for Local Office (if applicable)	
16	Consortium Agreement (if applicable)	
17	Technical Brochure and Data-Sheets	
18	Integrity Pact document (if applicable)	
17	Bid Submission Form	
18	NDA (if applicable)	
19	Undertaking for submission of performance security	
20	Undertaking by MSME bidders regarding registration on TReDS and Samadhan portal	
21	Undertaking for back-to-back Payment Terms	
22	Any other undertaking/ document as per NIT/ NIT.	

END OF SECTION-14

SECTION-15**RATE CONTRACT**

**[The following terms and conditions need to be included in Rate Contracts only]
[Other terms and conditions shall be as per NIT format]**

1. The quantity to be supplied during the currency of the rate contract is not fixed and will be decided based on their actual requirement as per approved Budget/ Indent on “as and when required” basis.
2. TCIL can place the orders during the validity of the rate contract period at the same rate, terms and conditions.
3. Normally, no variation is allowed except statutory variations in Sales Tax and Excise Duties. Sometimes, there are significant variations in the raw-material prices during the rate contract period. If there are downward variations and the client insists for revised quotations, the earlier rate contract is cancelled and new tenders are invited.
4. **FALL CLAUSE (applicable for Rate Contract)**
 - a) The prices once fixed will remain valid during currency of rate contract. Further, if at any time during the contract
 - i. It comes to the notice of purchaser regarding reduction of price by the supplier/vendor for the same or similar equipment/ service;
And/or
 - ii. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier/vendor/contractor and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b) The vendor during any time of the currency of the rate contract, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case clarification is required by TCIL, the vendor supplier shall produce related documents such as PO/Agreement etc.

END OF SECTION-15

SECTION -16**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

Note:

Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. TCIL's bank details are as under:

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

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 datedand 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-16

SECTION-17**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 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.

19. During its Term, this MOU will be terminated in the event of
 - a. Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
 - b. Tender not awarded to TCIL
 - c. Mutual agreement between the "Parties"
 - d. 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

For _____ Private Limited

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

END OF SECTION-17

SECTION-18

ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE

Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.

1. Objective:

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

2. The Standing Operating Procedure (SoP)

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL alongwith a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD,TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted

and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.

- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
- 12) If no settlement is arrived between the parties in the time mentioned in clause 11) above, then the conciliation proceedings shall be deemed to have been failed.
- 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

4. Admissibility of evidence in other proceedings.

- 1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the conciliation proceedings;
 - (c) Proposals made by the parties or conciliator;
 - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

5. Confidentiality.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

6. Termination of conciliation proceedings.

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above

END OF SECTION – 18

SECTION – 19**UNDERTAKING IN RESPECT OF BACK-TO-BACK PAYMENT TERMS**

(Applicable only for client tenders 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 – 19

END OF NIT

TCIL BOQ for TCIL/DT/2025-26/BARTI (1) dated 16.02.2026

Name of Bidder														
Sr. No.	Name of Courses	NSQF Code	Duration (Including Sundays)	No of Hrs	Rate-per-hour (in INR)	Training Cost for total hours (in INR) (A)	Uniform cost per candidate (in INR) (B)	Assessment cost per candidate (in INR) (C)	Total Cost Per Candidate D = (A+B+C)	Total No of Candidates (E)	Amount (Rs.) (excluding taxes) F = (D) x (E)	GST (%)	GST Value	Amount (Rs.) (including GST)
1	Telecom Grameen Udhayami	TEL/Q4302	3 Months 13 days	600		0			0	500	0	18%	0	0
2	Optical Fiber Technician	TEL/Q6401	3 Months 13 days	480		0			0	400	0	18%	0	0
3	Multi Skill Technician	ELE/Q3115	4 Months 17 days	720		0			0	800	0	18%	0	0
4	Mobile Phone Hardware Repair Technician	ELE/Q8104	3 Months 13 days	600		0			0	600	0	18%	0	0
5	Digital Marketing Manager	ELE/Q8104	4 Months 17 days	840		0			0	900	0	18%	0	0
6	Telecom Technician	TEL/Q6210	3 Months 13 days	510		0			0	400	0	18%	0	0
TOTAL										3600	0		0	0

NOTE: Bidder to quote total amount including GST on the GeM Portal

TCIL BOQ for TCIL/DT/2025-26/BARTI (1) dated 16.02.2026

Name of Bidder														
Sr. No.	Name of Courses	NSQF Code	Duration (Including Sundays)	No of Hrs	Rate-per-hour (in INR)	Training Cost for total hours (in INR) (A)	Uniform cost per candidate (in INR) (B)	Assessment cost per candidate (in INR) (C)	Total Cost Per Candidate D = (A+B+C)	Total No of Candidates (E)	Amount (Rs.) (excluding taxes) F = (D) x (E)	GST (%)	GST Value	Amount (Rs.) (including GST)
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2	Optical Fiber Technician	TEL/Q6401	3 Months 13 days	480		0			0	400	0	18%	0	0
3	Multi Skill Technician	ELE/Q3115	4 Months 17 days	720		0			0	800	0	18%	0	0
4	Mobile Phone Hardware Repair Technician	ELE/Q8104	3 Months 13 days	600		0			0	600	0	18%	0	0
5	Digital Marketing Manager	ELE/Q8104	4 Months 17 days	840		0			0	900	0	18%	0	0
6	Telecom Technician	TEL/Q6210	3 Months 13 days	510		0			0	400	0	18%	0	0
TOTAL										3600	0		0	0

NOTE: Bidder to quote total amount including GST on the GeM Portal