

## EOI Document for

**[Selection of System Integrator for Setting up of  
AI Lab for Training and Knowledge Management at  
Gopabandhu Academy of Administration (GAA), Bhubaneswar]**

**EOI No.: TCIL/ITTII/370-I/2025**

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[Emerging Technologies]

Fax: +91 (11) 26242266

Tel: +91 (11) 26202020

<https://www.tcil.net.in/>

	<b>Telecommunications Consultants India Ltd.</b> (A Govt. of India Enterprise) TCIL Bhawan, Greater Kailash-I New Delhi – 110048 (India) e-mail: <a href="mailto:tcil@tcil.net.in">tcil@tcil.net.in</a>  CIN: U74999DL1978GOI008911	
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## **SECTION-1**

### **EXPRESSION OF INTEREST (EOI)**

EOIs are invited from all eligible bidders for Pre-Tender Tie-up with TCIL for “Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar” against client’s Tender No. “OCAC-SEGP-INFRA-0035-2025-25107” for “Request for Proposal (RFP) for Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar”

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.

TCIL intends to participate in this “Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar” as lead bidder for establishment of a state-of-the-art AI Lab to empower the Government of Odisha’s officials with advanced, data-driven decision-making capabilities. The Lab will leverage Artificial Intelligence (AI), Machine Learning (ML), and Big Data Analytics to enhance policy formulation, governance efficiency, and citizen-centric service delivery. This EOI 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 EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. EOI document is available on TCIL website (<https://www.tcil.net.in/nit.php>) & GePNIC portal (<https://www.etenders.gov.in>). The important dates are as given below:

#### **1.1 IMPORTANT DATES**

Date of posting of EOI:	03.02.2026
Last date & time for seeking clarification, if any:	10.02.2026, 11:00 AM
Start date & time for Online submission of Bids:	04.02.2026, 9:00 AM
Last date & time for Online submission of Bids:	16.02.2026, 3:00 PM
Online Opening of Technical Bid (Part-I):	16.02.2026, 3:30 PM
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

#### **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:
  - i. Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least **INR 6.3 Cr [ INR 5.2 Cr for Micro and Small Enterprises (MSEs) & Startups]** (excluding taxes).
  - ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year.
  - iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years.
- 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:

**A) Experience Criteria for IT/ Telecom project:**

- a. For projects with estimated/ expected completion period less than or equal to 1 year:

Two similar works each costing not less than **INR 6.3 Cr ( INR 5.2 Cr for MSEs & Startups)** (excluding taxes), in last 7 years.

OR

One similar work costing not less than **INR 8.4 Cr (INR 7.35 Cr for MSEs & Startups)** (excluding taxes), in last 7 years.

**Note: "Project Completion period is Completion Period of Client Project i.e., the period from date of issue of LOI to completion of Supply, Installation, Testing, Commissioning and Acceptance Testing of the system."**

‘Similar work’ implies “Projects for Creation of AI Strategy Rooms / Experience room / Establishment of Centres of Excellence (CoE) laboratories in AI sector/ Command Control Centre / Digital Experience Centres.”. 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) 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.*
- f) **Manufacturers Authorization Certificate (MAF)**  
The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI in the name of TCIL. *In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.*
- g) 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.

h) The bidder shall submit the undertaking for the following requirements:

- i. 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.
- ii. 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 EOI 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 EOI. 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 EOI 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 EOIs/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 EOI as well as client's tender (which forms part of this EOI), shall be

submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate against TCIL's EOI and Client's tender. Compliance of OEM products to be submitted from the OEM.

- i) The bidder needs to submit un-priced BOQ along with their technical bid.
- j) Proof of PF registration to be submitted by the bidder.
- k) The bidder should have a local office where work is to be executed (address proof to be submitted). *Otherwise, an undertaking stating that a local office shall be opened after award of work shall be submitted by the bidder.*
- l) Bid by Consortium is not allowed.
- m) 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** The Client's tender No. "OCAC-SEGP-INFRA-0035-2025-25107" and "Request for Proposal (RFP) for Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar", along with its amendments, forms an integral part of this EOI.

#### **1.4 BID SECURITY (EARNEST MONEY DEPOSIT)**

EMD amount of INR 5 Lakhs (Indian Rupees Five Lakhs) 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

#### **1.5 TENDER FEES**

Tender Fees is INR 11,800/-

#### **1.6 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
		TCIL58EDET
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000106

## 1.7 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 EOI) 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 MSMED 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 EOI 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.

## 1.8 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 EOI.
- 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.

### 1.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 210 days, after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

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

### 1.10 INTEGRITY PACT (IP) PROGRAMME

- 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](http://www.tcil.net.in))

Link- [https://www.tcil.net.in/integrity\\_pact.php](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) through the nodal officer, i.e., Chief Vigilance Officer (CVO). TCIL in the prescribed proforma.

NAME OF IEMs WITH THEIR CONTACT DETAILS:

Shri Anil Kumar Shrivastava, Independent External Monitor Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)

Shri Harishwar Dayal, Independent External Monitor E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

NAME and CONTACT DETAILS OF NODAL OFFICER (IP) IN TCIL:

Shri Pramod Kumar Choudhary, Chief Vigilance Officer E-mail ID: [cvotcil@tcil.net.in](mailto:cvotcil@tcil.net.in)

- 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/Expression of Interest (EOI): 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 EOI 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) EOI 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.

#### **1.11 SIGNING OF NON-DISCLOSURE AGREEMENT (NDA)**

Bidders interested to participate in an EOI, 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 EOI 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.

#### **1.12 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.

#### **1.13 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.

#### **1.14 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the EOI. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the EOI/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.

### **1.15 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.

### **1.16 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.

**1.17** The bidder must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, EOI 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.

**1.18** TCIL reserves the right to accept or reject any or all the EOIs without assigning any reason.

**1.19** 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).

### **1.20 CONTACT INFORMATION**

**Project Division:** **Rajmani Bhagat, GM (Emerging Technologies)**

**Telephone: +91 9868393802**

**e-mail:rajmani.bhagat@tcil.net.in**

**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 EOI 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 EOI 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 EOI 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 EOI/ 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 EOI/ 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 some 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/EOI/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. 05/003/2019-FTS-10937 dated 14<sup>th</sup> December 2022 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/ EOI 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:

*(Address to be given where offline documents are to be submitted)*

## **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 EOI/ tender process, TCIL may seek rates directly from OEM(s) or its representative/ distributor for partially or all items of BOQ under this EOI/ 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 EOI/ 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 EOI/ tender or take any other action as deemed fit in accordance with EOI/ 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 (i) 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 EOI/ tender at different places, the conditions mentioned in Section-3 shall prevail. The terms and conditions of Section-3 shall be on back to-back basis based on client's tender)*

#### **3.1 PAYMENT TERMS**

Payment terms shall be on back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107 titled "Request for Proposal (RFP) for Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar", **except any advance.**

S. No.	Milestone	Payment
1	Submission of Drawings, FRD Document, Concept	15% of the Contract Value
2	Hardware: Supply and installation of TECH items at	30% of the Contract Value
3	Software Integration	20% of the Contract Value
4	Formal Go Live	20% of the Contract Value
5	O&M of project (3 years)	15% of the contract value, paid 5% yearly (5% shall be divided into 4 quarters)

#### **Notes:**

- i) The bidder shall be bound by the payment terms as per client's tender as specifically mentioned in this EOI/ tender. No relaxation or benefit shall be extended to MSEs in payment as per GoI guidelines if not being in-house procurement of TCIL.
- ii) 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).*

- iii) 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.
- iv) 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 back-to-back Performance Security as submitted by TCIL to the end Client if the contract is awarded to TCIL by end Client.
- 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 *[should be valid as per client's tender requirement in case of pre-tender tie-up] [in case of in-house procurement, Performance Security / BG shall 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) The selected Bidders shall be required to furnish the minimum Performance Bank Guarantee of **3% of the Project Cost** in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India.
- b) 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.
- c) 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.
- d) If the Performance Security is not submitted within the extended period, the Purchaser may initiate other actions as per the tender/EOI terms, including termination of the contract.
- e) The decision of the Purchaser regarding the acceptance or rejection of delayed Performance Security shall be final and binding.

### 3.4 PRICE BASIS

Payment terms shall be on back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107 titled "Request for Proposal (RFP) for Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar", **except any advance.**

S. No.	Milestone	Payment
1	Submission of Drawings, FRD Document, Concept Design	15% of the Contract Value
2	Hardware: Supply and installation of TECH items at site	30% of the Contract Value
3	Software Integration	20% of the Contract Value
4	Formal Go Live	20% of the Contract Value
5	O&M of project (3 years)	15% of the contract value, paid 5% yearly (5% shall be divided into 4 quarters)

### 3.5 PAYING AUTHORITY

GM(Finance), TCIL Bhawan, Greater Kailash-I, New Delhi-110048

### 3.6 INSURANCE

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.7 DELIVERY / IMPLEMENTATION SCHEDULE

S. No.	Activity	Timeline	Penalty
1	Issuance of Work Order (by ODISHA COMPUTER APPLICATION CENTRE)	T	
2	STAGE 1: INCEPTION REPORT including all the strategy, plan, monitoring, deployment team etc.	T+15 days	0.1% of the project cost (excl. O&M Cost) per day  Max Penalty capping at 10%
3	STAGE 2: CONCEPT STAGE-Conceptual designs and sketches with layout plans and proposal including preparation of site plans.	T+15 days	
4	STAGE 3: PRELIMINARY DESIGN AND DRAWINGS - Preliminary drawings, layout plans, areas as carved out, circulation, study model, etc., for the Client's approval.	T+20 days	
5	STAGE 4: DRAWINGS FOR CLIENT'S/ APPROVALS Preparation of detailed drawings necessary for Client's/ approvals.	T+30 days	
6	STAGE 5: CONSTRUCTION /INSTALLATIONS	T+60 days	
7	STAGE 6: GO LIVE	T+60 days	
8	STAGE 7: OPERATION AND MAINTENANCE	T+60days+ 3 years	
8.1	Response time for bug fixing {Time taken (after the request has been informed) to acknowledge problem}	Within 24 hours from the time the bug is reported.	0.1% of the O&M Cost) per Qtr Max Penalty capping at 10%
8.2	Resolution Time {Time taken by the service provider to fix the problem}	Problems with severity within 48 hours from the time of reporting.	0.1% of the O&M Cost) per Qtr Max Penalty capping at 10%
9	Ensure all systems, network infrastructure, and cloud facilities are always up and running, adhering to the 99.9% SLA.	99.9% Uptime	0.1% of the O&M Cost) per Qtr Max Penalty capping at 10%

10	Provide a dedicated O&M team consisting of two (2) data analysts and two (2) technical site engineers	Reporting as per GAA Requirem	₹1000/- per day from the O&M Cost per Qtr
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### T - Date of Issue of Letter of Award

Note:

Sufficient manpower (4 in-house resources to be deployed by bidder for day-to day activities, regular supervision of works and monitoring of site during execution and maintenance.) (1 team leader, 2 data Visualiser/ Analyst and 1 person for technical and operational support).

Maximum penalty shall be capped at 10% of the component cost excluding GST.

### 3.8 WARRANTY

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.9 PERIOD OF CONTRACT

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.10 TERMINATION OF CONTRACT

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.11 PENALTY

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.12 SLA

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.13 UPTIME

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

### 3.14 LIQUIDATED DAMAGES

On back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107

Liquidated Damages, wherever referred under this EOI/ Tender/ Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the purchaser on account of delay/breach on the part of the supplier.



- 3.13.1 The date of delivery of the stores and Installation and/or Commissioning stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of Liquidated Damages in terms of Clause 3.13.2 below.
- 3.13.2 While granting extension of delivery period as per tender terms, the liquidated damages shall be levied as follows:
- i. **For delivery of stores:** Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover Liquidated Damages, for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to eight (8) weeks, and thereafter at the rate of 1.0% of the value supply and/ or undelivered material/ supply for each week of delay or part thereof for another eight (8) weeks of delay.
  - ii. **Installation & Commissioning:** Should the supplier fail to install and commissioning the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof for a period up to eight (8) weeks and thereafter at the rate of 1.0% of the value of the purchase order for each week of delay or part thereof or another eight (8) weeks of delay. In cases where the delay affects installation/commissioning of only a part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.
  - iii. Provisions contained in clause 3.13.2(a) (i) shall not be applicable for durations (periods) which attract LD against clause 3.13.2(a) (ii) above.
- 3.13.3 In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied on the total value of the concerned package.
- 3.13.4 Quantum of LD assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- 3.13.5 The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent), i.e. LD shall be levied up to 16 weeks only as per provision at Para (a).
- 3.13.6 The Liquidated Damages shall be calculated on the all-inclusive Price CIF-destination inclusive of Freight, Forwarding Packing, insurance, any other incidental charges and other non-creditable taxes after discount, if any but excluding GST and other creditable taxes. GST on LD shall be calculated as per GST rule applicable from time to time.
- 3.13.7 If the deliveries are made after expiry of the contracted delivery period, without prior concurrence of the purchaser and accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damages under clause 3.13.2 above.
- 3.13.8 In cases where the scheduled delivery period is distributed month-wise or is in installments, liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

3.13.9 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the supplier in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the supplier or Bank Guarantees submitted by the supplier under this Contract or any other contract) or which may become due to the supplier. Any such recovery of Liquidated Damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

3.13.10 To facilitate recovery of Liquidated Damages from the invoices raised by the supplier, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, interest and penalty, if any.

### 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 & filling GSTR-1 by the Bidder / Supplier / Contractor / Vendor, the input tax credit will not be available to TCIL and as a result TCIL to pay the total

output tax without availing input tax credit and in such case the financial loss including interest shall be recovered from the Bidder / Supplier / Contractor / Vendor.

Documents:

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

**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 is on back to back basis as per client's tender reference number : OCAC-SEGP-INFRA-0035-2025-25107 titled "Request for Proposal (RFP) for Selection of System Integrator for Setting up of AI Lab for Training and Knowledge Management at Gopabandhu Academy of Administration (GAA), Bhubaneswar".

**END OF SECTION-4**

**SECTION-5****PROJECT EXPERIENCE**

S. No	Item	Details
<b>General Information</b>		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
<b>Project Details</b>		
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 EOI No. [Insert EOI No.] dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1](Inclusive of taxes).

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**

*(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):

\_\_\_\_\_  
here). (Please provide reason

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 EOI 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 fulfillment 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 (EOI No, EOI Date, EOI 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**

				<b>Basic Rate W/o Tax (INR)</b>		<b>Total Cost W/o Tax (INR)</b>		
<b>Sl. No.</b>	<b>Description of the Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Domestic (Excluding net Domestic indirect Taxes)</b>	<b>Imported (Including All Custom Duties)</b>	<b>Domestic (Excluding net Domestic indirect Taxes)</b>	<b>Imported (Including All Custom Duties)</b>	<b>Domestic + Imported</b>
			<b>a</b>	<b>b</b>	<b>c</b>	<b>d=a*b</b>	<b>e=a*c</b>	<b>f=d+e</b>
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 [EOI/ NIT No.] dated [EOI/ NIT date] for [EOI 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 EOI/ 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 EOI/ 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 EOI 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 EOI 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 EOI 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)
<b>Average Turnover</b>		

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****EOI 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 EOI/ 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 EOI 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/EOI Number ..... dated .....and having entered into an agreement dated \_\_\_\_\_ / issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

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

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

be released from its liability under these presents by any exercise by the TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or 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 EOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as TCIL EOI) 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 EOI 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 EOI & 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 EOI 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 EOI & \_\_\_\_\_ (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 EOI & \_\_\_\_\_ (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 EOI and that all terms & conditions of the TCIL EOI 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 EOI.
- 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/EOI/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. 05/003/2019-FTS-10937 dated 14<sup>th</sup> December 2022 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 EOI
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. EOI document, technical / financial bid, any further negotiations, all correspondences with or from \_\_\_\_\_ (consortium name) till EOI 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 \_\_\_\_<sup>th</sup> 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 EOI No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as TCIL EOI) 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 EOI 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 EOI & \_\_\_\_\_ (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 EOI & \_\_\_\_\_ (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 EOI and that all terms & conditions of the TCIL EOI 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 EOI.
  - 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/EOI/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. 05/003/2019-FTS-10937 dated 14<sup>th</sup> December 2022 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 EOI
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. EOI document, technical / financial bid, any further negotiations, all correspondences with or from \_\_\_\_\_ (vendor name) till EOI 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:

Name:

Designation:

Date:

Witness:

Signature:

Name:

Designation:

Date:

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/EOI/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/EOI/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 EOI TEMPLATE**