

**EOI for selection of a backend partner for
submitting a detailed techno-commercial proposal
for setting up an online system to provide websites
and e-commerce shops to citizens using No-code
website and E-commerce shop builder in Himachal
Pradesh**

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SECTION-1: EXPRESSION OF INTEREST (EOI)

EOIs are invited from all eligible bidders for selection of a backend partner for submitting a detailed Techno-commercial Proposal for setting up an online system to provide Websites and E-Commerce shops using No-code website and E-commerce shop builder to citizens in Himachal Pradesh.

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 latest technologies like FTTH, VOIP, IPTV etc.

TCIL intends to select back end partner for submitting a detailed Techno-commercial Proposal for setting up an online system to provide Websites and E-Commerce shops using No-code website and E-commerce shop builder to citizens in Himachal Pradesh. 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-india.com/nit.php>) & GePNIC portal (www.etenders.gov.in).The important dates are as given below:-

1.1 IMPORTANT DATES

S. No	Contents	Date & Time
1	Date of Posting of EOI:	17/08/2022
2	Start Date of downloading/viewing EOI:	17/08/2022 5:00 PM
3	Last date & time for seeking clarification, if any:	22/08/2022 12:00 PM
4	Start date & time for Online submission of Bids:	22/08/2022 3:00 PM
5	Last date & time for Online submission of Bids:	30/08/2022 3:00 PM
6	Online Opening of Technical Bid (Part-I):	31/08/2022 3:30 PM
7	Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://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) As per GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 for Make in India only [Class I local supplier if local capacity exists]/[Class-I local supplier & Class-II local supplier if local capacity doesn't exist and value of work is less than 200 crores] are eligible to bid for this EOI.

(Mandatory Undertaking for Purchase Preference to MAKE IN INDIA is to be submitted along with this EOI. The bidder needs to submit calculation of local content as per format attached in Section-11. The detailed clause is mentioned at Clause 2.3 in Section-2 of this EOI and the documents required for verification of local content needs to be submitted as per this Clause.)

- b) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

Consortium is not allowed.

- c) The bidder shall fulfill the following financial criteria:-
- i. Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year should be at least **1.07 Cr (0.89 Cr** Micro and Small Enterprises (MSEs) & Startups) (Excluding taxes).
 - ii. Net worth should be positive as on 31st March 2021.
 - iii. The bidder should be in profit before tax (PBT) in two out of last three financial years. **(FY 2018-19, FY 2019-20, FY 2020-21)**
- d) Experience of having successfully completed similar works/supplies during the **last 7 years** from the date of publication of this EoI, should be either of the following:-
- i. Two similar works each costing not less than **1.07 Cr (0.89 Cr** for MSEs & Startups) excluding taxes.
 - Or
 - ii. One similar work costing not less than **1.42 Cr (1.24 Cr** for MSEs & Startups) excluding taxes.

Similar work implies **“setting up an online system to provide website and e-commerce shops/apps using No-code website and app builder”**

The bidder should submit supporting document 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). 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 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 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. **An undertaking by the bidder should be submitted.**
- h) 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.
- i) The bidder shall submit an undertaking on their letter-head stating 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.]”.

- j) The bidder needs to submit un-priced BOQ along with their technical bid.
- k) The bidder needs to submit an Undertaking stating that: 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 5 years**, are not eligible to participate in this tender.
- l) Proof of PF registration to be submitted by the bidder.
- m) The bidder should have Local Office where work is to be executed. Else, he should give an undertaking that he will open Local office after Award of Work.
- n) **LABOUR LAWS (wherever applicable):**

The Bidder should 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.

- o) **Clause deleted.**

- 1.3** The bidder should give an undertaking on the company’s letter head 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 upto 5 years.**

- 1.4** A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI duly signed and stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.

- 1.5 CLAUSE DELTED**

1.6 BID SECURITY (EARNEST MONEY DEPOSIT)

The bidders shall sign a Bid Security Declaration (as per format given in EOI) accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the EOI document.

In exceptional cases where client doesn't exempt EMD/Bid Security in line with guidelines by Govt., then the bidder shall also be asked to submit EMD/Bid Security (on back to back terms with Client).

Note: - Bids received without Bid Security Declaration form shall be summarily rejected.

1.7 TENDER FEES

NIL

- a) **NOTE 1** - To avail benefits for eligibility criteria, all Micro and Small Enterprises shall submit Udyog Adhar Memorandum / NSIC certificate/ Udyam Certificate etc 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.

b) NOTE-2

- i. 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.
- ii. To avail benefit of relaxation in Eligibility Criteria, Payments Terms, Micro and Small Suppliers (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 MSME / NSIC certificate. Partial Listing of Goods / Services in their certificate shall render MSEs ineligible for benefits.

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 needs to be given as per Purchase Preference for “MAKE IN INDIA”.
- 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.

1.9 VALIDITY PERIOD OF BID

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

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

1.10 IP PROGRAMME:

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. Latest IP document is available at TCIL website (www.tcil.net.in) Link-https://www.tcil.net.in/integrity_pact.php 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.

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:

- 1) Shri Prabhash Singh, Independent External Monitor Email ID: srgmhrbpl@gmail.com

2) Shri S.K. Sarkar, Independent External Monitor E mail ID: sksarkar1979@gmail.com

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

Mr. V. K. Sinha, Chief Vigilance Officer E-mail ID: vk.sinha@tcil.net.in

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.

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.

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.

Tender received without signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.

1.11 INTEGRITY PACT [applicable for value of project above 5 Cr]

- a) This EOI is covered under 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.
- b) 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.
- c) EOI received without signed copy of the Integrity Pact document will be liable to be rejected.
- d) 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 sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- e) 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.

1.12 CLAUSE DELETED

1.13 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 person who has the Board Resolution to delegate authorization to other:

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

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

1.14 MOU/AGREEMENT

Selected bidder will have to sign MoU with TCIL (as per format enclosed) before TCIL submits bid/proposal to the end client. The rate contract shall be valid for initially 3 years which may be extendable for another two years based on the mutual consent.

1.15 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI. In case at any stage of this process, if it is established 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 upto 5 years.**

1.16 CLARIFICATION FROM BIDDERS

The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against queries should be

signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.

1.17 REGISTRATION OF MSE VENDORS

All MSE bidders should be registered on TReDS platform (www.rxil.cin) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

1.18 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.

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

1.20 CONTACT INFORMATION

Tender Group Division:

1. Ch. Ramakrishna,
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Email: ch.ramakrishna@tcil.net.in

2. Sarchna,
Manager (TG)
Ph. No. 011-26202544
Email: sarchna@tcil.net.in

END OF SECTION-1

SECTION-2: GENERAL TERMS & CONDITIONS OF THE 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 from time to time).

- a) If items mentioned in EOI are non-splittable/non-dividable
The purchase/work order shall be given to L1 bidder (whether L1 is MSE or non-MSE)
- 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 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 of L1 price. In case of more than such eligible MSEs who are within L1+15% range, procurement will be shared equally among such MSEs with a minimum 5% procurement from SC/ST MSEs, subject to their matching of L1 price. In event of failure of SC/ST MSEs to participate in EOI process or meet EOI requirements and L1 price or none of these SC/ST MSEs are in L1+15%, then this 5% sub-target shall be met from other MSEs. Minimum 3% reservation within above mentioned 25% reservation shall be applicable for women-owned MSEs.

2.3 PURCHASE PREFERENCE: MAKE IN INDIA (Purchase Preference to Make IN India shall be given as per GOI guidelines applicable from time to time.)

- a) Minimum local content: **(to be specified)**
- b) Margin of purchase preference: 20%
- c) If sufficient Local Capacity exists then, only Class-I local suppliers are eligible to bid.
- d) Procedure (if sufficient local capacity doesn't exist, Class-I and Class-II Local Suppliers are eligible to bid) through following procedure. No Purchase Preference for Class-II Local Supplier⁵⁶:-
 - i. Items mentioned in EOI are non-splittable/non-dividable
 - The purchase/work order shall be given to L1 bidder, if L1 is a Class-I local supplier.
 - If L1 is not a Class-I local supplier, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price (subject to its price coming in the margin of purchase preference) and purchase/work order shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - If lowest Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the price and so on and purchase/work order shall be awarded accordingly.
 - In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, the purchase/work order shall be awarded to the L1 bidder.
 - ii. Items mentioned in EOI are splittable/dividable.
 - The purchase/work order shall be given to L1 bidder, if L1 is a Class-I local supplier.
 - If L1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price (subject to its price coming in the margin of purchase preference) for the remaining 50%

quantity and purchase/work order shall be awarded to such Class-I local supplier subject to matching the L1 price.

- If lowest eligible Class-I local supplier fails to match the L1 price or accepts less than offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price and so on and purchase/work order shall be awarded accordingly.
- In case some of the quantity is still left uncovered on local suppliers within the margin of purchase preference, then purchase/work order for such balance quantity shall be awarded to the L1 bidder.

e) Verification of local content:

- i. In cases of procurement for a 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 a 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

Bidders shall submit the following certificate for sourcing products and services in tender

"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 bidder M/s _____(name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____(Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries "

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:-

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means;-

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (3) above will be as under:-

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means. **Explanation-**
 - a) "**Controlling ownership interest**" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
 - b) "**Control**" shall include the right to appoint majority of the directors or to

control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii. In case of a partnership firm, the beneficial owner is the natural persons) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent of capital or profits of the partnership**;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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 be not 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.(with due approval of the Board).

Add-On order upto 50% quantity shall be placed with approval of concerned Director and Add-On order for more than 50% quantity shall be placed with approval of CMD TCIL.

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 ARBITRATION

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.

For Public Sector Undertaking / Government Departments: “In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the Ist level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5 and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.”

2.11 FALL CLAUSE

- a) The prices once fixed will remain valid during currency of rate contract. Further, if at any time during the contract
- It comes to the notice of purchaser regarding reduction of price by the supplier/vendor for the same or similar equipment/ service;
- And/or
- 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.

2.12 OFFLINE DOCUMENTS

The Bidder should submit all the bid documents (except Bank Guarantee) online as indicated in the Tender /EOI schedule. The Tender Fees is to be submitted by NEFT mode and UTR No. is to be provided by bidder in their online bid. Only Bank Guarantee if required in tender/EOI schedule shall be taken in offline mode. (Address to be given where it is to be submitted)

Documents submitted in online mode should be uploaded using DSC of person authorized as per Authorization letter /Board Resolution for signing bid documents.

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 upto 5 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 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

- a) 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). Clauses such as "at actual", "extra", "to be given later" etc. shall also be treated as non-responsive & are liable for rejection.

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 vendor is liable to be debarred from participating in future bids for a period of upto 5 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 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.

2.19 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.

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

END OF SECTION-2

SECTION-3: SPECIAL CONDITIONS OF CONTRACT

Note: In case clauses/ sub-clauses have any difference mentioned in this EOI at different places, the conditions mentioned in this section shall prevail.

3.1 PAYMENT TERMS

Payment terms will be on back to back basis. TCIL shall release the payment to the vendor only after receiving the payment from the client.

The payment shall be released to contractor only if and when received by TCIL from the client and subject to submission of complete documents and invoices etc. by it.

The contractor 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 the Client. TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.

The date of delivery of goods and/or rendering of services by the contractor shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.

If in the instant contract, contractor 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.

3.2 PERFORMANCE SECURITY

- a) The bidder will submit undertaking to submit back-to-back PBG (Performance Security) as submitted by TCIL to end Client if the contract is awarded to TCIL by end Client.
- b) PBG to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform as per details 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
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000007

- c) 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. 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) PBG should be valid till as per client's tender requirement. PBG shall be valid till the contractual obligations. The PBG shall be refunded once the PBG of TCIL is returned by the client.
- f)
- g) 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.
- h) Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 5 years.

3.3 PRICE BASIS

- a) Prices shall be quoted in Indian rupees, and shall be exclusive of GST. The GST/ taxes will be shown separately. TDS deduction shall be made as per the prevailing Govt. Laws / notification.
- b) It is mandatory for successful bidder to register in the state of work after award of work.

3.4 PAYING AUTHORITY

Deputy General Manager (F&A-IT & BD)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash-I, New Delhi-110048

3.5 INSURANCE

This shall be on back to back basis as per the requirement of end client.

3.6 DELIVERY / IMPLEMENTATION SCHEDULE

This shall be on back to back basis as per the requirement of end client.

3.7 WARRANTY

All the equipment/solution supplied under this EOI must have 5 years on-site comprehensive warranty with spare and labour.

3.8 PERIOD OF CONTRACT

This shall be on back to back basis as per the requirement of end client.

3.9 TERMINATION OF CONTRACT

This shall be on back to back basis as per the requirement of end client.

3.10 PENALTY

This shall be on back to back basis as per the requirement of end client.

3.11 SLA

This shall be on back to back basis as per the requirement of end client.

3.12 UPTIME

This shall be on back to back basis as per the requirement of end client.

3.13 LIQUIDATED DAMAGES

Liquidated Damages, wherever referred under this 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 8 (Eight) weeks, and thereafter at the rate of 1.0% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another Seven 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 or a period upto 8 (Eight) weeks and thereafter @ 1.0% of the value of the purchase order for each week of delay or part thereof or another 8 (Eight) 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 L.D. against clause 3.13.2(a) (ii) above.

3.14 DELIVERY PERIOD EXTENSION :

- a) DP extension beyond 16 weeks would not be generally allowed. The extension beyond 16 weeks may be decided in most exceptional circumstances on case to case basis, by the Tender approving authority, stating reasons and justifications for grant of extension of delivery period beyond 16 weeks.
- b) 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 as above on the total value of the concerned package of the Purchase Order.
- c) Quantum of liquidated damages 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.
- d) 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 15 weeks only as per provision at Para (a).

- e) 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 as applicable from time to time.
- f) 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.

3.15 In cases where the scheduled delivery period is distributed month-wise or is in installments, the 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.

3.16 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.

3.17 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.

END OF SECTION-3

SECTION-4: SCOPE OF WORK & TECHNICAL SPECIFICATIONS

4.1 SCOPE OF WORK

TCIL intends to select back end partner for setting up an online system to provide Websites and E-Commerce shops to citizens using No-code website and E-commerce shop builder in Himachal Pradesh. Following are the main modules of the required solution:

a) No-Coding Required

The users will not be required to write any code or typically need the help of any programmer or developer. The proposed system shall be intuitive and very easy to use.

b) Domain & Security

Citizens and users should be able to map their own domain to our e-commerce shop builder and secure all website transactions on their own brand.

c) Individual Themes

Each website is different. The users shall be able to choose from many numbers of themes and the provider should add more themes for the users to refresh the look of their site.

d) Search Engine Optimization

The users shall be able to easily embed Google Analytics to e-Commerce website and track website performance and traffic from various channels.

e) Payment Options

The System shall have integrated payment gateways. Citizens can also enable COD method to get order payment from customers.

f) Shipping Partners

The System shall have the option to integrate E-Commerce stores with shipping partner services to deliver goods to their customers.

g) Mobile App

A Mobile App shall be available to administer the store and keep track of orders, payments, and products. It also allows users to add new products and manage down-line inventory easily.

h) Coupons & Promotions

Users can also add coupons to promote sales.

i) Order Status Management

The System will enable users to manage customer orders with the in-built fast and easy-to-use status management tool that gives real-time order status for better customer service.

j) Social Selling

Social media is becoming a major platform for consumers to purchase from. Social media profiles can be linked to e-commerce stores to make most out of social media.

k) Store Analytics

Built-in analytics tool let users to easily track store performance. It helps in analyzing products and sales.

l) No Hidden or Additional Costs

Users do not have to pay any additional or hidden costs for using the proposed System. The users shall be able to upgrade their ecommerce site and subscribe to a larger plan with more products (in case they have more than 50 products to showcase on their site).

m) Easy Import Export of Data

Users shall be able to migrate their existing site into the system, or move their website out of this system at their convenience. The System shall be designed to handle site-migrations without any challenge.

n) Training Modules

The users can use the training modules and videos for learning website development and using this System in particular. Using the training, the users can conveniently create their websites

END OF SECTION-4

SECTION-5: PROJECT EXPERIENCE

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

END OF SECTION-5

SECTION-6: PRICE BID SCHEDULE

To,
GM (TG)
TCIL, New Delhi

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].

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

S. No.	Quantity of Licenses	HSN/SAC Code	Price per License without taxes	Taxes	Total Price
1	1-5000		Rs.		

Note 1: The prices are for each license to build website on the platform, with the specifications as mentioned in EOI at 4.1.

Note 2: The bidder to provide un-priced Price-Bid along with Technical bid.

Note 3:

- a) Lowest Bid will be on the basis of Grand Total.
- b) Bidder shall mandatory mention the 8 digit / 6 digit applicable HSN / SAC code of all the Quoted items.
- c) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on prorate 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 in the above Table like "As per Actuals, Will be Intimated Later on etc." If Bidder uses these type of Comments while filling up the above Table for Price Bid Schedule & BOQ or if the charges for any item is left blank the Charges

for the Items wherever such comments are used or if left blank shall be considered as “Zero” and the same shall be a binding on the bidder.

- 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) In case of discrepancy between words and figures, the amount in words shall prevail.
- g) The Bidder must specify the make of each product / Line items of the BOQ in the price bid.
- h) The requirement / Quantity mentioned above are indicative & may vary as per the actual requirements.

END OF SECTION-6

SECTION-7: MANUFACTURER'S AUTHORISATION FORM

To,
GM (TG)
Telecommunications Consultants India Limited .
TCIL Bhawan, Greater Kailash-I
New Delhi-110 048 (INDIA)

Dear Sir,

Ref: Your [document No] _____ dated _____

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

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

(Please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred EOI documents for the above goods manufactured by us.

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: I. 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.

2. Original letter may be sent.

END OF SECTION-7

SECTION-8: BID SECURITY DECLARATION FORMAT

EOI No: TCIL/DT/63/1/1/2022/N/4869 dated 29/07/2022

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to bid clause No., bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period upto 5 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-.

- a) 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.
- b) 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 Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
- c) 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) Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

END OF SECTION-8

SECTION-9: INTEGRITY PACT

**[As per format given in TCIL Website – Link
https://www.tcil.net.in/public/pdf/integrity_pact.pdf**

END OF SECTION-9

SECTION-10: 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: _____

SIGNATURES OF (Name, Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature: _____

(Name , Designation): _____

END OF SECTION-10

SECTION-11: CALCULATION OF LOCAL CONTENT:

Sl. No.	Description of the Item	Qty	Unit	Basic Rate W/0 Tax (INR)		Total Cost W/0 Tax (INR)		Domestic +Imported
				Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	
			a	b	c	d=a*b	e=a*c	f=d+e
1	Item Description	1	Nos					
2	Item Description	1						
3	Total				-		-	

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

END OF SECTION-11

SECTION-12: NO-CONVICTION CERTIFICATE

[To be submitted on the Letterhead of the Bidder]

Offer No.: _____

Date:

To,
GM (TG)
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [EOI No.] dated [EOI date]

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 [EOI No.] dated [EOI date] for [EOI Name].

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 this [EOI No] dated [EOI date].
- 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 Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

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. Authorised Person - Name: _____
Designation: _____
Mobile No.: _____
Email ID: _____
8. Alternate Person- Name: _____
Designation: _____
Mobile No.: _____
Email ID: _____
9. PAN Number : _____
10. GST Regn. No. with Address : _____

11. Beneficiary's complete Bank Details.
Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____
12. Particulars of EMD
Amount : Rs. _____

Mode of Payment (DD/BG) : _____
DD/BG No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____
Validity of BG : _____

13. Particulars of Tender Fee

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

14. Turnover of the Bidder in last 3 years:-

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

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

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

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

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

DECLARATION

- 1) 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)

- 2) We certify that the information mentioned above are true and correct to best of our knowledge.

Place:

Signature of Authorised Signatory with Seal

Date:

Name:

Designation:

END OF SECTION -13

SECTION-14: MAKE IN INDIA UNDERTAING

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 TCIL 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

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.)

For Details Govt. of India Order N0. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.

END OF SECTION-14

SECTION-15: DOCUMENTS/CHECKLIST TO BE SUBMITTED

1. ELIGIBILITY CRITERIA:-

SN	QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
1	<p>As per GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 for Make in India only [Class I local supplier if local capacity exists]/[Class-I local supplier & Class-II local supplier if local capacity doesn't exist and value of work is less than 200 crores] are eligible to bid for this EOI [not applicable for global EOIs or if approval has been taken from Competent Authority].</p> <p>(Mandatory Undertaking for Purchase Preference to MAKE In INDIA to be submitted along with this EOI. The bidder needs to submit calculation of local content as per format attached in Section-11.The detailed clause is mentioned at Clause 2.3 in Section-2 of this EOI and the documents required for verification of local content needs to be submitted as per this Clause.)</p>	<p>Undertaking regarding the same on the bidder's Letter Head. And Local Content Calculation Sheet.</p>
2	<p>The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>Consortium is not allowed.</p>	<p>Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable</p>
3	<p>The bidder shall fulfill the following financial criteria:-</p> <ul style="list-style-type: none"> • Average Annual Financial Turnover during the last 3 years, ending 31st March 2021 should be least 1.07 Cr (0.89 Cr for Micro and Small Enterprises (MSEs) & Startups).(Excluding GST). • Net worth should be positive as on 31st March 2021. • The bidder should be in profit before tax 	<p>Audited Balance sheet of last three financial years</p>

SN	QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
	(PBT) in two out of last three financial years.(FY 2018-19, FY 2019-20, FY 2020-21)	
4	<p>Experience of having successfully completed similar works/supplies during the last 7 years from the date of publication of this EoI, should be either of the following:-</p> <ul style="list-style-type: none"> • Two similar works each costing not less than 1.07 Cr (0.89 Cr for MSEs & Startups) excluding taxes. <p align="center">Or</p> <ul style="list-style-type: none"> • One similar work costing not less than 1.42 Cr (1.24 Cr for MSEs & Startup s) excluding taxes. <p>Similar work implies “setting up an online system to provide website and e-commerce shops/apps using No-code website and app builder”</p> <p>The bidder should submit supporting document i.e. work order and completion certificate from client.</p>	Purchase Order / Work Order & its Completion certificate issued by client.
5	The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid). 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.	a) PAN copy b) GST copy
6	<p>MAF</p> <p>The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI.</p> <p>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.</p>	OEM MAFs to be submitted <as per attached format>
7	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	Undertaking regarding the same on the bidder’s Letter Head.

SN	QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
	the foregoing. An undertaking by the bidder should be submitted.	
8	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.	“No Conviction Certificate” in prescribed format should be submitted
9	The bidder shall submit an undertaking on their letter-head stating 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 <i>or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries</i> , 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.]”.	Undertaking regarding the same on the bidder’s Letter Head.
10	The bidder needs to submit un-priced BOQ along with their technical bid	Unpriced BoM should be submitted
11	The bidder needs to submit an Undertaking stating that: 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 5 years, are not eligible to participate in this tender.	Undertaking regarding the same on the bidder’s Letter Head.
12	Proof of PF registration to be submitted by the bidder.	Submit PF Proof of Registration.
13	The bidder should have Local Office where work	Undertaking regarding the

SN	QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
	is to be executed. Else, he should give an undertaking that he will open Local office after Award of Work.	same on the bidder's Letter Head.
14	LABOUR LAWS (wherever applicable): The Bidder should have compliance to 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.	Undertaking regarding the same on the bidder's Letter Head.
15	Consortium Agreement (wherever applicable) (Not allowed)	NA
16	The bidder should give an undertaking on the company's letter head that all the documents/certificates/informations 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 upto 5 years.	Undertaking regarding the same on the bidder's Letter Head.
17	A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EoI duly Signed and Stamped on the Letter Head of their Organization. Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.	The bidder shall submit No-Deviation Certificate.
18	Bid Security (Earnest Money Deposit)	Bid Security Declaration

END OF SECTION-15

SECTION-16: EOI CHECKLIST

Sr. No.	Company Profile and Registration Details	Documents Details, if any	Documents Submitted (Yes/No)	
Company Registration Document				
1.1	Certificate of Incorporation	Incorporation Date & No.		
1.2	PAN No., GST No.			
1.3	Authorization letter/ Board Resolution			
Bid Security & PBG				
1.4	Bid Security Declaration	Online		
1.5	PBG Undertaking	NA		
1.6. Turnover				
Sr. No.	Turnover in Crore (INR)			Audited Accounts Statement attached (Yes/No)
FY	2018-19	2019-20	2020-21	
Turnover				
Net-Worth				
Undertakings/ Certificates/ Declaration				
1.2 (a)	MAKE IN INDIA Undertaking			
1.2 (b)	Certificate of Incorporation/ Registration/ Partnership Deed or any other			
1.2 (c)	financial criteria			
1.2 (d)	Experience Criteria			
1.2 (e)	Pan & GST			
1.2 (f)	MAF			
1.2 (g)	Insolvent Undertaking			
1.2 (h)	No-Conviction Certificate			
1.2 (i)	Land Border Sharing Declaration			
1.2 (j)	Unpriced BOQ			
1.2 (k)	Undertaking from Vendors for non-cancellation of Purchase Order(s) on risk and cost on risk & cost basis or non-performance.			
1.2 (l)	PF Registration			
1.2(m)	Local Office Undertaking			
1.2(n)	Labor Laws Compliance Undertaking			
1.2 (o)	Consortium Agreement			Not applicable
1.3	Genuine Documents Undertaking/Clause-by Clause Compliance			
1.4	No-Deviation Certificate			
	The User Division may include any other Eligibility Criteria on back to back basis with Client)			
1.11	Integrity Pact			

Authorized Signatory

Name : _____
Designation: _____
Office Seal: _____

END OF SECTION-16

SECTION-17: DELETED

END OF SECTION-17

SECTION-18: 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 upto 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

END OF SECTION-18

SECTION-19: MEMORANDUM OF UNDERSTANDING

(*Format when backend partner is a single bidder)

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

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

AND

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

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

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

WHEREAS _____ (vendor name) is in the business of _____.

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

WHEREAS TCIL published 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.
 - 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 BG / 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. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this MoU shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996, as amended from time to time and the venue of the arbitration shall be in New Delhi.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the Ist level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5 and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.

16. 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

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
Private Limited)*

(For _____

Consultants India Ltd.)

Signature:
Name:
Designation:
Date:
Witness:

Signature:
Name:
Designation:
Date:
Witness:

END OF SECTION-19