

**Online Expression of Interest (EOI)-
for
Empanelment & Strategic Tie-up with Reputed
OEM/ their authorized distributors, System
integrators (SIs) in the field of IT & Telecom,
Software Development**

EOI No: TCIL/15/1965/I/22-MM/02E

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SECTION-1

EXPRESSION OF INTEREST (EOI)

Notice: Expression of Interest is invited from reputed OEM / their authorized distributors, Software Developers, System integrators (SIs) for “Empanelment & Strategic Tie-up in the field of IT & Telecom, Software Developers.”

This open EOI intends to empanel reputed OEM, Software Developers / their authorized distributors, System integrators (SIs) in the field of IT & Telecom Product Category in which TCIL shall pursue the business opportunities. The OEM's/ authorized distributors and SIs shall be empanelled and categorized on the **basis of nature of business and financial, technical & organizational Strength.**

About TCIL:

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.

1.1 BACKGROUND

TCIL intends to expand its Project Business. The objective extending TCIL's market share into various technology offerings (such as Telecom/IT Networking, Data Center, Transmission Network, Data Network etc.,) and building up its formidable presence in telecom and IT industry in order to fulfill its objective of multi-fold growth in its turnover and profitability. It is realized that such initiative would need an effective alliance with Original Equipment Manufacturers (OEMs)/System Integrator firms to cross leverage respective strengths, for mutual business benefits. For the same an expression of interest (EoI) is sought from the eligible organizations for entering into suitable business alliance. Post empanelment of partners, TCIL will share suitable business opportunities with select partners for working in the appropriate model (consortium, joint bid, OEM support etc.)

Prospective bidders need to submit their bids online (as per given portal). The Applications submitted will be evaluated on regular intervals and vendors empaneled thereby will be intimated.

1.2 **IMPORTANT DATES :**

Bids submitted shall be evaluated on regular intervals and bidders will be intimated on being empaneled.

1.3 **ELIGIBILITY CRITERIA**

A. **ELIGIBILITY FOR OEMS:**

The OEM may apply to empanel directly or through its authorized distributor. Specific conditions of eligibility for empanelment are mentioned below.

- a) 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.
- b) The applicant should be an OEM for the equipment or its authorized distributors of such OEM. Certification in support of owning the product or equipment or authorization of distributors should be submitted along with the bid. Authorized distributor should submit distribution tie-up certificate with manufacturer authorization certificate.
- c) The bidder should have:-
 - i. Average annual financial turnover of **INR 20Crore (INR 19 Crore** for MSE & start-Up) during the last 3 years, ending 31st March 2022. Bidder should submit audited balance sheet.
 - ii. Positive Net worth as on 31st March 2022.
 - iii. Should be in profit before tax (PBT) in two financial years out of last three financial years.
- d) Bidder should have experience of having successfully completed similar works/supplies during last 7 years up to 31.03.2022 with cumulative value of Rs. 100 crore (Rs. 95 Crore for MSE & Startup). **If a bidder is participating in more than one category of OEM as in Section 4.1.I.A,B,C , the cumulative experience of all the categories should be Rs 100 Crore (Rs. 95 Crore for MSE & Startup) as above.**
- e) Similar works for SI means Installation, Testing & Commissioning of the requirement and that for OEM means supply of the any of the materials mentioned in the table.

B. **ELIGIBILITY FOR SYSTEM INTEGRATOR:**

- i. SI should be in system integration business for atleast 3 years.
- ii. SI Should have minimum annual average financial turnover as well as cumulative similar works experience as per Table A during last 3 financial years **ending 31.03.2022 (For work experience 31.03.2022) . If a bidder is participating in more than one category of SI as in Section 4.1.II , the cumulative experience as well as turnover for all the categories should be as per table A below:**

Table A :

S.No	No of Area of (category) Services	Cumulative Turnover for last 3 years ending 31.03.2022 & Similar work experience for System Integrator upto 31.03.2022 (SI)
1	1-3	Rs 5 Cr (Rs 4.75Cr for MSEs & Startup)
2	4-6	Rs 7 Cr (Rs 6.65 Cr for MSEs & Startup)
3	7-9	Rs 9 Cr (Rs 8.55 Cr for MSEs & Startup)
4	10-12	Rs 11 Cr (Rs 10.45 Cr for MSEs & Startup)
5	13-15	Rs 13 Cr (Rs 12.35 Cr for MSEs & Startup)
6	16-18	Rs 15 Cr (Rs 14.25 Cr for MSEs & Startup)
7	19-21	Rs 17 Cr (Rs 16.15 Cr for MSEs & Startup)
8	22 and above	Rs 20 Cr (Rs 19 Cr for MSEs & Startup)

- iii. Bidder should have Positive Net worth as on 31st March 2022.
- iv. Bidder Should have Profit before tax (PBT) in two financial years out of last three financial years
- v. SI should have experience of Installation, Testing & Commissioning in atleast one or more of the following areas and marks allocated for the same for the evaluation is as under

Sr No	Area of Service	Marks
A.	Technical Requirements	
1	Data Center	5
2	Wi-Fi Hot Spot	5
3	CCTV	5
4	IP-MPLS, SDH, DWDM, OTN, SDWAN, LAN switch, Network equipment	5
5	Licensed/Unlicensed Band M/W Radio Links	5
6	2G/3G, 4G/5G Mobile Network (Installation, Testing & Commissioning)	5
7	VSAT, Satellite Hub station equipment	5
8	Various type of batteries (Lead acid, VRLA, LiOiN)	5
9	UPS, DC Power Plant (5kW to 100 Kw)	5
10	Firewall, DDOS, Zero day attack cyber security solution implementation	5
11	Cyber Security Solution provision (Firewall, DDOS, Zero day attack)	5
12	Asset tracking, Asset management, GPS tracking solution	5
13	Data Migration	5
14	Web hosting implementation.	5
15	Data Center Non-IT Infra (i.e. Air conditioning, Air pollution controller etc.)	5
16	Smart City	5
17	Network Audit Support	5
18	e-Office , office automation, BSS,OSS	5
19	ERP Implementation	5
20	Smart Energy Meter Installation	5
21	Smart Gas meter/Smart water meter	5
B	Quality Based Requirement	
1	ISO 9001 or Equivalent Certificate	5
2	CMMI Level 3 or Higher	5

- vi. 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.

1.4 OTHER MANDATORY TERMS & CONDITIONS FOR OEM/AUTHORIZED DISTRIBUTORS/SYSTEM INTEGRATOR:

- a) Bidder should have a valid PAN and GST Registration.
- b) 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.]”.
- c) Bidder should provide proof of PF registration, if applicable.
- d) 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 upto **two years**. (Format is attached in annexure-IV))
- e) Bidder shall submit 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.
- f) Bidder must submit the registration form as per format given in Annexure –I of this EOI with details of Products and Categories in which they want to get itself empanel with TCIL.
- g) **INTEGRITY PACT**
- i. 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.

- ii. 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.
- iii. EOI received without signed copy of the Integrity Pact document will be liable to be rejected.
- iv. **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.

1.5 Bidder (OEM/Distributor of OEM/SI) who are not eligible to participate in this EOI:

- i. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted. (Format is attached as Annexure –II)
- ii. 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.
- iii. Bidder should not have faced any action from TCIL during last **2 years** from date of bid submission where any PO/work order for any project of TCIL was cancelled & work get done on risk & cost basis for non-performance or non-submission of PBG.(Format is attached in annexure-III)

1.6 DOCUMENT TO BE ATTACHED ALONGWITH EOI DOCUMENT:

i. By OEM/Authorized Distributor:

Sr. No.	Documents to be Submitted by OEM/Authorized Distributor	Remarks (Yes/No)
A.	Eligibility Related Documents	
1	Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document.	
2	Certification in support of owning the product or equipment or authorization distributors should be submitted along with the bid. Authorized distributor should submit distribution tie-up certificate with manufacturer authorization certificate.	
3	Audited balance sheet of last three years with P&L details.	

Sr. No.	Documents to be Submitted by OEM/Authorized Distributor	Remarks (Yes/No)
4	Proof of Positive Net-worth as on as on 31 st March 2022.	
5	Work Order/Completion certificate in proof of successfully completed similar works/supplies during last 7 years up to 31.03.2022 with cumulative value of Rs. 100 crore.	
6	Under taking regarding Land Border Sharing clause	
7	Bid Security Declaration against EMD (As per section 6)	
8	Authorization Letter (As per Section 7)	
9	Declaration that bidder is not blacklisted/debarred/banned (No Conviction certificate -as per Section 8)	
10	Undertaking regarding Non Insolvent (As per Annexure-II)	
11	Undertakings regarding not have faced any action from TCIL (As per Annexure-III)	
12	Undertaking regarding submitted documents are genuine (As per Annexure –IV)	
B.	Other Mandatory Documents to be submitted by OEM/Authorized Distributor	
1	Technical Brochure of Offered Products	
2	Copy of PAN	
3	Copy of GST	
4	PF Registration Details	
5	Bid Submission Form (As per Section-9)	
6	Details for Registration (As per Annexure-I)	
7	Statement Showing Clause by Clause compliance to all the terms & Condition of this EOI along with No Deviation Certificate	
8	Signed copy of Integrity Pact	
9	Relevant Certificate to claim relaxation as MSE & Startup	

ii. By System Integrator:

Sr. No.	Documents to be Submitted by System Integrator	Remarks (Yes/No)
A	Eligibility Related Documents	
1	Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document.	
2	Work Order/Completion Certificate in proof of bidder have System Integration business in last three years.	
3	Audited balance sheet of last three years with P&L details.	
4	Proof of Positive Net-worth as on as on 31 st March 2022.	
5	Work Order along with Completion certificate in proof of successfully completed Installation, Testing & commissioning in works during last 3 years up to 31.03.2022.	
6	Under taking regarding Land Border Sharing clause	
7	EMD Security Declaration (As per section 6)	
8	Authorization Letter (As per Section 7)	
9	Declaration that bidder is not blacklisted/debarred/banned (No Conviction certificate -as per Section 8)	
10	Undertaking regarding Non Insolvent (As per Annexure-II)	
11	Undertakings regarding not have face any action from TCIL (As per Annexure-III)	

Sr. No.	Documents to be Submitted by System Integrator	Remarks (Yes/No)
12	Undertaking regarding submitted documents are genuine (As per Annexure –IV)	
B.	Other Mandatory Documents by System Integrator	
1	Copy of PAN	
2	Copy of GST	
3	PF Registration Details	
4	Bid Submission Form (As per Section-9	
5	Details for Registration (As per Annexure-I)	
6	Statement Showing Clause by Clause compliance to all the terms & Condition of this EOI along with No Deviation Certificate	
7	Signed copy of Integrity Pact	
8	Relevant Certificate to claim relaxation as MSE & Startup	
9	ISO 9001 or Equivalent Certificate	
10	CMMI Level 3 or Higher	
11	Empanelment with Other PSU/Government Organization	

1.7 BID SECURITY (EARNEST MONEY DEPOSIT)

The bidders (**OEM/Authorized Distributor/SI**) 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 may be debarred for doing business with TCIL upto **2 years**.

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

1.8 EOI PROCESSING FEES

NIL

EOI responses received without Bid Security Declaration shall be summarily rejected.

- a) NOTE 1 - To avail benefits for eligibility criteria, all Micro and Small Enterprises shall submit Udyam Certificate for item/services (mentioned in this EOI) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020.

Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid and evaluated accordingly.

- b) NOTE-2
- 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.
 - 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 certificate. Partial Listing of Goods / Services in their certificate shall render MSEs ineligible for benefits.

1.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of bid opening. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity, the bid security shall also be suitably extended by the bidder.

1.10 AUTHORIZATION LETTER

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 a 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

1.11 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 upto **two years**.

1.12 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 following 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.

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

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

1.15 CONTACT INFORMATION

MM Division:

Sh. SK Tata, General Manager (MM)
Telephone: 011-2620 2410
e-mail: srikrishna.tata@tcil.net.in

Sh. Divya Swarup Singh, DGM (MM)
Telephone:- 011-26202417
Email: divyasingh@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 PURCHASE PREFERENCE: MAKE IN INDIA (TCIL Circular No. TCIL/15/1926/I/20-MM dated 18.02.2021 may be referred by User Division) (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 shall be for Class-II Local Supplier:-
 - (i) Items mentioned in EOI are non-splitable/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)

2.3 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA(TCIL Circular No. TCIL/15/1910/I/20-MM dated 05.02.2021 may be referred by User Division)

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 person(s) 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.

2.4 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.”

2.5 DOCUMENTS

All documents are to be submitted in TCIL Portal . Bidder must ensure that uploaded documents are readable.

2.6 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 debarring from participating in future bids for a period of upto **2 years**.

2.7 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.

- 2.8** 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.

2.9 ADDITIONAL CLAUSES FOR DEBARMENT:

- A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:
- a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **two (2) years** if the following code of integrity as per vrule 175 of GFRs 2017, is breached:
- 1. prohibition of
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) ***making false declaration or providing false information*** for participation in a tender process or to secure a contract;
 - 2. disclosure of conflict of interest.
 - 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **two (2) years** if the following is breached:

- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
- (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

END OF SECTION-2

SECTION-3

TERMS AND CONDITIONS FOR EMPANELMENT

3.1 VENDOR TO BEAR COST OF EOI

The bidder shall bear all costs associated with the preparation and submission of the EOI. TCIL in any case will not be responsible or liable for these costs regardless of the conduct of the empanelment process.

3.2 LANGUAGE

All documents relating to this empanelment process shall be in the ENGLISH language.

3.3 VALIDITY OF EMPANELEMENT

Shortlisted bidder will be empaneled for a period of 3 years. MOU/Agreement as per attached format shall be signed between TCIL and Selected bidder on empanelment. The same may be extended for another one year after mutual consent. The bidder need to submit acceptance for the same

3.4 BIDDING SYSTEM:

Single stage bidding comprising of eligibility documents only. No Price bid required.

3.5 SUBMISSION OF EOI

- a) All documents shall have to be submitted online on TCIL portal.

3.6 OPENING

- The responses will be opened at regular interval of time, by TCIL.
- TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

3.7 EVALUATION:

Empanelment will be based on the company/OEM/SI eligibility mentioned in this EOI, nature of business, financial, technical& organizational Strength. TCIL may invite OEM/SI/Bidder for detailed Presentation on offered product and technical capabilities.

3.8 NOTIFICATION OF EMPANELMENT

- a) TCIL shall notify the successful applicant in writing that its application has been accepted.
- b) The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within Seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.

3.9 CANCELLATION OF LETTER OF EMPANELMENT

- a) Empanelment can also be cancelled in case any fraud is reported regarding the firm, in which case the Empanelment security shall be forfeited.
- b) Empanelment may also be terminated pre-maturely on mutual agreement with the empanelled firm.
- c) If the empanelled vendor is blacklisted by any PSU/State or central government department/ministries etc., during the currency of the empanelment period, the empanelment shall be terminated by TCIL. The vendor is expected to immediately inform TCIL regarding its blacklisting as per above for necessary action

3.10 **NDA**

The selected vendors shall be required to sign Non-Disclosure Agreement (NDA) on case-to-case basis for the various business opportunities/tenders.

3.11 **INTEGRITY PACT**

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) ShriPrabhash Singh, Independent External Monitor
Email ID : sgmhrbpl@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.

- a) 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.

b) **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.

3.12 BID SECURITY AND PERFORMANCE SECURITY

The EMD/bid security/Performance Security shall be taken from the empanelled OEM/Authorised dealer/System Integrator on case-to-case basis for the various new business opportunities/tenders.

3.13 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TCIL is not bound to accept any bid and has the right to cancel the empanelment process and reject all bids at any time prior to issuance of letter of empanelment to the bidders without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for such action(s).

3.14 BG/PBG:

- A. A. Selected OEM/ Authorized Dealer shall submit the BG of **Rs 5 Lakhs** on being empanelled partner with validity period of 3 years from date of empanelment
- B. Selected SI shall submit the BG of **Rs 2 Lakhs** on being empanelled partner with validity period of 3 years from date of empanelment."

The OEM/authorized distributor of OEM, System Integrator shall have to submit top up BG as per TCIL/Client/Project requirement, specific to the project.

On being selected, each bidder has to submit BG before empanelment separately each for OEM/Authorised distributor & SI" as per above.

If a bidder is submitting application for empanelment for more than one category, he has to submit one BG for OEM of all Categories (**Rs 5 Lakh**) , one BG for Software of all Categories (**Rs 5 Lakh**) & one BG for SI of all Categories (**Rs 2 Lakh**)

The OEM/authorized distributor of OEM/ System Integrator shall have to submit top up BG as per TCIL/Client/Project requirement, specific to the project.

- a) Within 10 days of the issue of the Letter of Intent (LOI)/PO, the selected bidder shall furnish a Performance Security in the form of a Bank Guarantee for an amount as per requirement of the project issued by a schedule Bank from its branch in Delhi in the prescribed format given in this tender.
- b) Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:-

Name Of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi:- 110048
Name Of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi:- 110001
	Branch Code	0007
	IFSC Code	ICIC0000007
	Account Number	000705005880
Contact No. and Email of Bank	Sh. Himanshu Ghai (Email:- himanshu.ghai@icicibank.com Tel:-011-43084129 Mob:- 8527295991/7011101988	
MICR	110229002	

- c) The performance security will be discharged by the purchaser after completion of contractor's obligations, including any warranty obligations, under the contract.
- d) If the contract is extended for further period, the BG will have to be extended by the agency for further period, in case of non-acceptance by bidder, Performance Bank Guarantee will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
- e) Failure of the successful bidder to submit the above-mentioned Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the Agreement / cancellation of the Agreement and take action as per bid security declaration form .
- f) Additionally, the purchaser reserves the right to debar such defaulting bidder from participating in future bids as per bid security declaration.

3.15 TCIL reserves the right to empanel three or more partners in any products/ services as per its business needs.

Note: TCIL will take financial quote from only those bidders who are qualified in this EOI.

END OF SECTION-3

SECTION – 4**SCOPE OF WORK**

4.1 INDICATIVE CATEGORIES FOR EMPANELMENT: *The following list is indicative of the categories for which TCIL desires to empanel organizations. Bidders may apply for tie-up on one or more product category.*

I. OEM

A. IT & Network Category: (The bidder has to certify the type of local supplier against each product)

S. No.	Area	Class I Local Supplier	Class II Local Supplier	Non Local Supplier
1	IP-MPLS			
2	Routers (All Type)			
3	Switches (All Type)			
4	NGN Network equipment			
5	SDWAN			
6	Firewall/UTM (Hardware & Software based) DDOS, Zero day attack etc.			
7	EMS/NMS, Interoperable NMS			
8	Wi-Fi solutions (Wifi, Wi Max, Indoor/ Outdoor Access Points, Controllers etc.)			
9	Wi-fi Home meshing solution for Home front			
10	Servers All type			
11	Storage, Back up , Data base Products & Solutions			
12	Desktop, PC, Laptop etc.			
13	Data Center Solution (All type)			
14	Data Center Non-IT Infra (i.e. Air conditioning, Air pollution controller etc.)			
15	NGN Firewalls , VPN Securities,			

S. No.	Area	Class I Local Supplier	Class II Local Supplier	Non Local Supplier
	IPS/IDS			
16	CCTV EQUIPMENTS (Camera, DVR, NVR Server etc.)			
17	Video Conferencing solutions & Products (Hardware Based/Software Based)			
18	IOT based solution and Products			
19	UPS (All type)/ Power Plant			
20	POS (Point of sale Machine)			
21	(i) 4G LTE router with Single SIM (CAT 5 and above) (ii) 4G LTE router with Single SIM (CAT 5 and above with bandwidth aggregation)			
22	Any Other /Accessories			

B. Telecom Transmission Category:(The bidder has to certify the type of local supplier against each product)

S. No.	Area	Class I Local Supplier	Class II Local Supplier	Non Local Supplier
1	SDH Equipment			
2	DWDM			
3	(i) Un-license Band RF Radio Equipment (All type including Point to point, point to multi point)			
	(ii) License Band Radio Equipment (All Frequency Band)			
4	(i)VSAT equipment's (Transmitter, Receiver, Controller etc.)			
	(ii) Satellite Hub Equipment			
5	MUX/DEMUX			
6	FTTX (GPON) (OLT, ONT etc.)			
7	Passive Infra (Like Patch cord,			

S. No.	Area	Class I Local Supplier	Class II Local Supplier	Non Local Supplier
	LIU, FMS, ODP, splitter etc.)			
8	OFC cable (All type)			
9	2G/3G/4G/5G GSM mobile n/w equipment			
10	OTN (Optical Transport N/W)			
11	Any Other /Accessories			

C. Software Category: The bidder has to certify the type of local supplier against each product)

S. No.	Area	Class I Local Supplier	Class II Local Supplier	Non Local Supplier
1	E-Office/Office Automation			
2	ERP			
3	Face Recognition S/w			
4	CRM			
5	Billing System Telecom			
6	Billing System of Smart Energy meter, water meter, Gas meter, all applicable software of smart energy/water/Gas meter			
7	UNMS			
8	OSS/BSS			
9.	Integrated Command Control			
10	Any application software			
11	Online Examination System			

II. SYSTEM INTEGRATOR (SI)

Sr No	Area of Service
A.	Technical Requirements
1	Data Center
2	Wi-Fi Hot Spot
3	CCTV
4	IP-MPLS, SDH, DWDM, OTN, SDWAN, LAN switch, Network equipment
5	Licensed/Unlicensed Band M/W Radio Links
6	2G/3G, 4G/5G Mobile Network (Installation, Testing & Commissioning)
7	VSAT, Satellite Hub station equipment

8	Various type of batteries (Lead acid, VRLA, LiOiN)
9	UPS, DC Power Plant (5kW to 100 Kw)
10	Firewall, DDOS, Zero day attack cyber security solution implementation
11	Cyber Security Solution provision (Firewall, DDOS, Zero day attack)
12	Asset tracking, Asset management, GPS tracking solution
13	Data Migration
14	Web hosting implementation.
15	Data Center Non-IT Infra (i.e. Air conditioning, Air pollution controller etc.)
16	Smart City
17	Network Audit
18	e-Office , office automation, BSS,OSS
19	ERP Implementation
20	Smart Energy Meter Installation
21	Smart Gas meter/Smart water meter
22	Audio Video & Broadcast Studio
23	Online Examination System

4.2 **SPECIAL TERMS & CONDITIONS:**

A. For OEM/Authorized Distributor:

Since the alliance partner will be an important stakeholder in the specific project, following are the expectations from the partner:

- 1 The empanelled partner shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- 2 The empanelled partner shall keep TCIL updated on its product and service portfolio. (i.e. any product/service is added/terminated/modified).
- 3 The empanelled partner shall provide product demonstrations to TCIL or to the client/prospect.
- 4 The empanelled partner shall support TCIL in implementation of the project as agreed.
- 5 The empanelled partners shall abide by agreed terms and conditions for the complete period of empanelment.
- 6 The empanelled partner may share leads for potential business opportunities for TCIL. The empanelled partners shall provide pre-sales support to TCIL in responding to specific RFPs/Tenders etc.
- 7 OEM/Selected Partner shall respond to each request for quotation raised by TCIL within stipulated time decided by TCIL.
- 8 OEM/Selected Partner may be asked to support TCIL in preparation of the tender response (Technical & Commercial).
- 9 OEM/Selected Partner shall provide MAF (Manufacturers Authorization) as per required format in the name of TCIL.

- 10 OEM/Selected Partner shall provide/ provide access to all available products with detail and with their prices/MRP. However, OEM/Selected Partners shall provide best price to TCIL at the time of tender/RFP submission.
- 11 OEM/Selected Partner shall be responsible for technical compliance.
- 12 OEM/Selected Partner shall provide detail the network architect based on their available products or any other requirement based on TCIL end client requirement.
- 13 The empaneled partner needs to sign an NDA with TCIL as per TCIL's policy on case to case basis.
- 14 Empaneled Partner may however need to submit EMD and or Performance Security OR Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
- 15 The period of non-exclusive Agreement will be for Three years initially from the date of signing the MOU, which may be extended further for one more year after mutual acceptance and agreement. However, various commercial agreements will be signed for specific projects with attendant Terms & Conditions mutually agreeable by the strategic partners after following due procedures of TCIL as per the business needs and requirements of the end customer.
- 16 Wherever required, specific purchase order will issued and/or agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon TCIL/End-Client requirement.
- 17 Divisibility, Purchase preference shall be as applicable on case to case basis.
- 18 TCIL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. TCIL's decision in this regard shall be binding and final.

B. For System Integrator:

- 1 The empanelled partner shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- 2 The empanelled partners shall abide by agreed terms and conditions for the complete period of empanelment.
- 3 The empanelled partner may share leads for potential business opportunities for TCIL. The empanelled partners shall provide pre-sales support to TCIL in responding to specific RFPs/Tenders etc.
- 4 The empanelled partner shall respond to each request for quotation raised by TCIL within stipulated time decided by TCIL.

- 5 The empanelled partner may be asked to support TCIL in preparation of the tender response (Technical & Commercial).
- 6 The empaneled partner needs to sign an NDA with TCIL as per TCIL's policy on case to case basis.
- 7 Empaneled Partner may however need to submit EMD and or Performance Security OR Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
- 8 The period of non-exclusive Agreement will be for Three years initially from the date of signing the MOU, which may be extended further for one more year after mutual acceptance and agreement. However, various commercial agreements will be signed for specific projects with attendant Terms & Conditions mutually agreeable by the strategic partners after following due procedures of TCIL as per the business needs and requirements of the end customer.
- 9 Wherever required, specific purchase order will be issued and/or agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon TCIL/End-Client requirement.
- 10 Divisibility, Purchase preference shall be as applicable on case to case basis.
- 11 TCIL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. TCIL's decision in this regard shall be binding and final.

4.3 PREFERNECE TO OEMS/AUTHORIZED PARTNER/SYSTEM INTEGRATOR:

The following preference will be given to OEMs/Authorized Distributor/SIs who brings in the customers, subject to their empanelment in desired category. The Preference shall be given in the form of relaxation in %age terms to the selected partner total bid price in the project. This relaxation is for evaluation purpose only. The mode of relaxation is as follows:

“If the total bid price of the selected partner in a project, who has brought the business lead, is within 10% higher band of L1 price, shall be offered first to match the L1 price on NPV basis. If this partner does not agree to match the L1 price, then who has quoted the L1 price will be offered to execute the project”.

- 4.4 The OEMs/Authorized distributors/SI on selection has to give price in following format which shall be asked upon empanelment, however final pricing will be taken at time of bid submission

A. FOR OEM:

- (i) Payment 30 days of delivery

S.No	Product (Make &	Unit	Price/	Taxes Applicable	Total	Price
------	-----------------	------	--------	------------------	-------	-------

	Model	(%Discount on card rate)		Including all taxes

(ii) Payment 90 days of delivery

S.No	Product (Make & Model)	Unit Price/ (%Discount on card rate)	Taxes Applicable	Total Price Including all taxes

(iii) Payment 180 days of delivery

S.No	Product (Make & Model)	Unit Price/ (%Discount on card rate)	Taxes Applicable	Total Price Including all taxes

Note:

- OEM has to provide benchmark price as discount on card price, final price shall to be submitted on case to case basis.
- Bidder shall also provide % Discount for each month beyond 180 days

B. FOR SYSTEM INTEGRATOR:(i) Payment 30 days of delivery of Installation, Testing and Commissioning

S.No.	Installation, Testing and Commissioning of the given areas	Percentage of Equipment cost	Taxes Applicable
1			
2			

(i) Payment 90 days of delivery of Installation, Testing and Commissioning

S. No.	Installation, Testing and Commissioning of the given areas	Percentage of Equipment cost	Taxes Applicable
1			
2			

(iii) Payment 180 days of delivery of Installation, Testing and Commissioning

S. No.	Installation, Testing and Commissioning of the given areas	Percentage of Equipment cost	Taxes Applicable
1			
2			

Note:

- Bidder has to provide benchmark price as percentage of equipment cost, final price shall to be submitted on case to case basis.
- Bidder shall also provide % of equipment cost for each month beyond 180 days
- All the material shall be supplied by TCIL.

END OF SECTION-4

SECTION-5**PROJECT EXPERIENCE**

S. No	Item	Details
General Information		
1	Customer Name	
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**BID SECURITY DECLARATION FORMAT**

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 **2 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 understands 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-6

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

Know all men by these presents that we (name of Company) _____
 _____, incorporated in India under the Companies Act, 2013 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 attorney 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 attorney 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
 attorney shall lawfully do or cause to be done for and on behalf of the Company by
 virtue of the powers hereby given.

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

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

Signature : _____

SIGNATURES OF (Name , Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature:_____

(Name , Designation):_____

END OF SECTION-7

SECTION-8**NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To

[Head of Department]

Telecommunications Consultants India Limited,

TCIL Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [EOI 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-8

SECTION-9
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:

Date:

Signature of Authorised Signatory with Seal

Name:

Designation:

END OF SECTION -9

SECTION – 10**FORMAT OF BANK GUARANTEE(BG)****(From a scheduled commercial bank having branch in Delhi)**

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 MoU dated ----- with M/s ----- (hereinafter referred to as “The vendor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators and executors). TCIL has agreed to empanel M/s ----- (vendor name) for execution of its project on the terms and conditions exclusively mentioned therein.

----- Bank having its office at ----- has at the request of M/s ----- (vendor name), agreed to give the guarantee as hereinafter contained: -

1. We, ----- (hereinafter called ‘the Bank’) do hereby undertake and assure to the TCIL that if in the opinion of the TCIL, the M/s ----- (vendor name) has in any way failed to observe or perform the terms and conditions of the said MoU dated ----- or has committed any breach of its obligations there-under, the Bank hereby unconditionally and irrevocably undertake to pay merely, on demand and without any objection or demur pay to the TCIL the said sum of Rs. /- (Rupees.....only) without requiring TCIL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from TCIL shall be conclusive as regards the liability of M/s ----- (vendor name) to pay to TCIL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that M/s ----- (vendor name) had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between M/s ----- (vendor name) and TCIL regarding the claim.
3. Paper BG will not be operational unless same is transmitted to advisory Bank through SFMS format. 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

4. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 3 years excluding claim period from the date of

empanelment. But if the period of the said MoU dated _____ is extended either pursuant to the provisions in the said MoU or by mutual agreement between M/s _____ (vendor name) and TCIL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said MoU failing which it shall pay to the TCIL the said sum of **Rs...../- (Rupees.....only)** on written demand by TCIL demanding the payment of the above sum.

5. The Bank further agrees that the TCIL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said MoU dated _____ or to extend the time for performance of the said MoU dated _____ from any of the powers exercisable by TCIL against M/s _____ (vendor name) and to forebear to enforce any of the terms and conditions relating to the said MoU dated _____ and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to M/s _____ (vendor name) or through any forbearance, act or omission on the part of TCIL or any indulgence by TCIL to M/s _____ (vendor name) or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 4, the Bank shall pay to TCIL on written demand by TCIL the payment of the said sum of Rs./-(Rupees only) on the last day on which the Bank Guarantee is due to expire.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favor for account of _____ (The vendor) in cover of Bank guarantee in accordance with the terms and conditions of the MoU dated _____.

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 having failed to perform the MoU dated _____ and despite any contestation on the part of above named M/s _____ (vendor name) .

This Letter of Guarantee will expire on _____ (3 + 1 year) including 1 year 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

END OF SECTION -10

Annexure-I**DETAILS FOR REGISTRATION**

A. Applicants required to fill the form given below which would capture the category(s) and Products in which the applicant wants to get itself empanelled with TCIL. The form would also capture the applicant's profile. The form is mentioned below:

Name of Bidder (OEM /Authorized Distributor of OEM/ Software Developer/ SI)	
Status of Applicant (Partnership, Company, Corporation etc.)	
Number of Years of Experience	
Classification of products offered/ Wish to Register for the product in Given Category (Name and Details each in separate line) Example: A. IT & Network Category Switches Routers Wi-Fi B. Telecom Category: VSAT equipment	
Number of office locations in India (Provide details of offices)	
Organizational Structure	
Number of employees in India (also provide no of technical manpower)	
Total revenue from sales in India	FY 2021-22
	FY 2020-21
	FY 2019-20
Reference List for Work Experience	Client Name & Address, Value of the project. Kindly Submit 3 Major Projects with copy of work order
Any Other Information	

B. The applicants need to provide the details of the point of contact (as per given format) who shall be contacted from TCIL for any matter pertaining to the empanelment or the Tendering process in the future.

Detail of Point of contact (2 Officials)	
NAME	
Designation	
Office Address	
Contact No Mobile	
Contact No Office	
email Address Official	
Escalation Matrix (Level 1)	
Escalation Matrix (Level 2)	

Name of the Authorized Signatory
SIGNATURE with SEAL

Annexure -II**Undertaking for non insolvent, in receivership, bankrupt****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To

GGM (MM)

Telecommunications Consultants India Limited,

TCIL Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub:**Undertaking regarding non insolvent, in receivership, bankrupt** 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:

We are 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.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

Annexure -III

Undertaking for Not have faced any action from TCIL**[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To

GGM (MM)

Telecommunications Consultants India Limited,

TCIL Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub:**Undertaking regarding Not have forced any action from TCIL** 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:

Bidder M/snot have faced any action from TCIL during last **2 years** from date of bid submission where any PO/work order for any project of TCIL was cancelled & work get done on risk & cost basis for non-performance or non-submission of PBG

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

Annexure -IV**Undertaking regarding documents/certificates/information submitted are genuine****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To

GGM (MM)

Telecommunications Consultants India Limited,

TCIL Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub: Undertaking regarding documents/certificates/information submitted are genuine 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:

All the documents/certificates/information submitted by M/s 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 M/s..... from participation in future EOIs/tenders of TCIL upto **two years**

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

Annexure -V**Memorandum of Understanding**

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 _____) is in the business of _____.

WHEREAS TCIL published EOI No. _____ dated _____ (hereinafter referred as TCIL EOI) for empanelment and strategic tie up.

AND WHEREAS _____ (Vendor Name) submitted their offer and pursuant to the same was selected by TCIL as Empanelled vendor / Strategic partner for following Categories:-

1. ...
2.
3.

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 _____ (OEM/Authorised distributor/ System Integrator Name) (partner for _____) for participating in TCIL Opportunities.
**Please note that the term “Lead bidder” shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. The (OEM/Authorised distributor/ System Integrator Name) shall nominate the team, their name(s), address (es) and telephone nos. (Residence included) for better co-ordination.

3. TCIL being project based organization, many of the requirements could be of emergency nature. The agencies have to respond to such demands despite holidays/beyond office hours.
4. Mere empanelment does not confer automatic rights to a OEM/Authorized distributor/System Integrator to secure/procure jobs/works *unless a definitive agreement is entered into with the vendor.*
5. TCIL will not pay any charges related to presentation at TCIL and customer premises and training to client's representatives for operation & maintenances.
6. It may not be possible to fix the prices of all the items as depending upon the requirement of the Client, there may be slight variations in the specifications.
7. OEM has to provide benchmark price as discount on card price for 30, 90 and 180 days credit. Final price shall to be submitted on case to case basis. Bidder shall also provide % Discount for each month beyond 180 days. *(whichever is applicable)*
8. System Integrator has to provide benchmark price as percentage of equipment cost for 30, 90 and 180 days credit. Final price shall to be submitted on case to case basis. Bidder shall also provide % of equipment cost for each month beyond 180 days. For SI case All the material shall be supplied by TCIL. *(whichever is applicable)*
9. The Preference shall be given in the form of relaxation in %age terms to the selected partner total bid price in the project. This relaxation is for evaluation purpose only. The mode of relaxation is as follows:

“If the total bid price of the selected partner in a project, who has brought the business lead, is within 10% higher band of L1 price, shall be offered first to match the L1 price on NPV basis. If this partner does not agree to match the L1 price, then who has quoted the L1 price will be offered to execute the project”. The decision of TCIL for offering the L1 Price to selected Partner who has brought the lead (i.e. Criteria for deciding the selected bidder who has brought the lead) shall be final and binding.

10. For OEM/Authorized Distributor: *(whichever is applicable)*

Since the alliance partner will be an important stakeholder in the specific project, following are the expectations from the partner:-

- i. The empanelled partner shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- ii. The empanelled partner shall keep TCIL updated on its product and service portfolio. (i.e. any product/service is added/terminated/modified).
- iii. The empanelled partner shall provide product demonstrations to TCIL or to the client/prospect.
- iv. The empanelled partner shall support TCIL in implementation of the project as agreed.
- v. The empanelled partners shall abide by agreed terms and conditions for the complete period of empanelment.

- vi. The empanelled partner may share leads for potential business opportunities for TCIL. The empanelled partners shall provide pre-sales support to TCIL in responding to specific RFPs/Tenders etc.
- vii. OEM/Selected Partner shall respond to each request for quotation raised by TCIL within stipulated time decided by TCIL.
- viii. OEM/Selected Partner may be asked to support TCIL in preparation of the tender response (Technical & Commercial).
- ix. OEM/Selected Partner shall provide MAF (Manufacturers Authorization) as per required format in the name of TCIL.
- x. OEM/Selected Partner shall provide/ provide access to all available products with detail and with their prices/MRP. However, OEM/Selected Partner shall provide best price to TCIL at the time of tender/RFP submission.
- xi. OEM/Selected Partner shall be responsible for technical compliance.
- xii. OEM/Selected Partner shall provide detail the network architect based on their available products or any other requirement based on TCIL end client requirement.
- xiii. The empaneled partner needs to sign an NDA with TCIL as per TCIL's policy on case to case basis.
- xiv. Empaneled Partner may however need to submit EMD and or Performance Security OR Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
- xv. Wherever required, specific purchase order will issued and/or agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon TCIL/End-Client requirement. All financial , technical and commercial terms of the End Client except pricing, Risk Purchase, limitation of liability, advance payment and termination will apply on back to back basis between TCIL and OEM for their respective part of work.
- xvi. Divisibility, Purchase preference applicable as per GOI guidelines , shall be decided on case to case basis.
- xvii. TCIL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. TCIL's decision in this regard shall be binding and final.

11. For System Integrator: (*whichever is applicable*)

- i. The empanelled partner shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).
- ii. The empanelled partners shall abide by agreed terms and conditions for the complete period of empanelment.
- iii. The empanelled partner may share leads for potential business opportunities for TCIL. The empanelled partners shall provide pre-sales support to TCIL in responding to specific RFPs/Tenders etc.

- iv. The empanelled partner shall respond to each request for quotation raised by TCIL within stipulated time decided by TCIL.
 - v. The empanelled partner may be asked to support TCIL in preparation of the tender response (Technical & Commercial).
 - vi. The empaneled partner needs to sign an NDA with TCIL as per TCIL's policy on case to case basis.
 - vii. Empaneled Partner may however need to submit EMD and or Performance Security OR Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.
 - viii. Wherever required, specific purchase order will be issued and/or agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon TCIL/End-Client requirement. All financial , technical and commercial terms of the End Client except pricing, Risk Purchase, limitation of liability, advance payment and termination will apply on back to back basis between TCIL and SI for their respective part of work.
 - ix. Divisibility, Purchase preference applicable as per GOI guidelines , shall be decided on case to case basis.
 - x. TCIL reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. TCIL's decision in this regard shall be binding and final.
12. For cases where ____ (Vendor Name) is giving quotes to other partners, ____ (Vendor Name) would give preferential treatment (**lowest rate to TCIL than other Partners**) in price to TCIL based on mutual agreement. Exclusivity shall be decided on case to case basis.
13. On award of the work of the _____ (client name) Tender/ opportunity 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/conditions.
14. 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.
15. 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 Tender/Work/Project awarded to TCIL.
16. 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 to client.
17. A detailed agreement/PO/*Agreement* shall be entered on case to case basis on award of contract.

18. 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:
- i. _____ (vendor name) participated in TCIL EOI No. TCIL/15/1965/I/21-MM/19E dated 22.10.2021 and its corrigendum and that all terms & conditions of the TCIL EOI No. TCIL/15/1965/I/21-MM/19E dated 22.10.2021 and its corrigendum, shall apply to _____ (vendor name). In case of any inconsistency in the terms of EOI and this agreement, the terms of this Agreement shall prevail.
 - ii. *Wherever required, specific purchase order will be issued and/or agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon TCIL/End-Client requirement on mutually agreed terms.*
 - iii. 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.
 - iv. _____ (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.
 - v. Any deductions by the _____ (Client name) towards LD/penalties/contingencies shall be borne by _____ (vendor name) in terms of TCIL agreement with client.
 - vi. 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.
 - vii. 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).
 - viii. 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.

19. 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.
20. 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.
21. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
22. 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.
23. 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.
24. 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.
25. *Jurisdiction Clause:-
Delhi Court shall have the jurisdiction in case of dispute. The place of arbitration shall be Delhi in case of dispute.*
26. During its Term, this MOU will be terminated in the event of
 - a. Mutual agreement between the "Parties".
 - b. Non Performance.(as mentioned in Clause 18.viii).
27. 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.
28. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.

29. BG/PBG:

Selected OEM/ Authorized Dealer shall submit the BG of **Rs 5 Lakhs** on being empanelled partner with validity period of 3 years from date of empanelment. (*whichever is applicable*)

Selected SI shall submit the BG of **Rs 2 Lakhs** on being empanelled partner with validity period of 3 years from date of empanelment." (*whichever is applicable*)

The OEM/authorized distributor of OEM, System Integrator shall have to submit top up BG as per TCIL/Client/Project requirement, specific to the project.

On being selected, each bidder has to submit BG before empanelment separately each for OEM/Authorised distributor & SI” as per above.

30. COMMENCEMENT & DURATION:

The MOU shall be non-exclusive *for TCIL* except for the *specific* Projects/works *awarded* for joint *execution* and *the MOU* will be *valid* for Three years initially from the date of signing the MOU, which may be extended further for one more year after mutual acceptance and agreement. However, various commercial agreements will be signed for specific projects with attendant Terms & Conditions mutually agreeable by the strategic partners after following due procedures of TCIL as per the business needs and requirements of the end customer.

31. The MOU shall be effective from the date of Confirmation of BG.
32. 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 and *it shall be binding on parties*.
33. 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 TCIL_____)

(For Selected Partner_____)

Signature:
Name:
Designation:
Date:
Witness:

Signature:
Name:
Designation:
Date:
Witness: