

EOI (Expression of Interest)

for

Selection of Partner for Implementation of DDUGKY (Deen Dayal Upadhyaya Grameen Kaushalya Yojna) Skill Development Program

Tender No: TCIL/DP/TECH/N/2021/1455

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SECTION - 1

NOTICE INVITING TENDERS

1.1 Introduction

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

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

TCIL would like to participate in the DDUGKY (Deen Dayal Upadhyaya Grameen Kaushalya Yojna) scheme run by MORD (Ministry of Rural Development), Govt. of India, to upgrading the skills of the youth in rural areas to enable them get a suitable employment. The scheme is implemented by various State Governments.

The training courses will be aligned to National Skills Qualifications Framework (NSQF) and the common norms issued by the Ministry of Skill Development and Entrepreneurship (MSDE). The training partners or project implementing agencies (PIAs) need to be registered with NSDC (National Skill Development Council).

This EOI is floated for selection of back end partner willing to work with TCIL, on exclusive basis, for implementation of the DDUGKY projects. TCIL hereby invites electronic tenders from eligible bidders.

The EOI documents are available online www.etenders.gov.in, www.tcil-india.com. Bidders are advised to visit these websites regularly for updates/amendments, if any.

The bidders may contact NIC for **Telephonic Help / Support at 1800 3070 2232, 0120-4200462**.

1.2 Important Timelines

The various timelines for this EOI shall be as follows:

Activity	Date & Time
Date of Posting of NIT on TCIL's e-Tendering Portal	06.07.2021
Start Date & Time for downloading of tender documents	06.07.2021, 16:00 Hrs
Last date & time for seeking clarifications, if any	13.07.2021, 16:00 Hrs
Date & time for Online Pre-Bid Meeting	13.07.2021, 16:00 Hrs
Last date & time for Online submission of Bids	27.07.2021, 16:00 Hrs
Online Opening of Technical Bid	28.07.2021, 16:00 Hrs
Online Opening of Financial Part	To be notified later

1.3 EOI Documents

This EOI documents consists of the following:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders (ITB)
Section 3	General Conditions of Contract (GCC)
Section 4	Special Conditions of Contract (SCC)
Section 5	Scope of Work (SOW)
Section 6	Forms/ Formats

1.4 Amendments to EOI documents

- 1.4.1 A prospective Bidder requiring any clarification of the Tender Documents may notify TCIL in writing and TCIL shall respond to any request for clarification received till specified cutoff date / time. Response of the TCIL shall be published on CPP portal, TCIL website, and GePNIC portal including a description of the inquiry, but without identifying its source.
- 1.4.2 At any time, prior to the date of submission of bids, the TCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 1.4.3 The amendments/Corrigendum will be notified on TCIL Website, CPP Portal and GePNIC portal and these amendments will be binding on them. Bidders are advised to visit TCIL Website regularly for updates on this Tender.

1.5 EOI/Tender Fee

Tender Fee is not applicable.

1.6 EMD (Ernest Money Deposit)

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

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

1.7 Performance Security (PBG)

The selected partner shall have to submit a PBG @3% of contract value when a project is awarded by a client to TCIL and the same is awarded to the selected partner on back to back basis. The PBG shall be valid till the completion of the contract.

Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform.

1.8 Extension of Time

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the TCIL may at its discretion extend the deadline for submission of bid suitably.

1.9 Contact Information:

Ms. Shivalini Sinha,
Executive Director (Technical)
Telephone: 011-2620 2301
e-mail: shivalini.sinha@tcil.net.in

SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

2.1 Definitions

- 2.1.1 "TCIL" means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2 "Bidder" means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3 "Goods/Products" means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the implementing agency/partner is required to supply to the TCIL under the Purchase Order.
- 2.1.4 "Letter of Intent (LOI)" means the communication of the intention of the TCIL to the Bidder to place the TCIL Order for the former's offered goods/services.
- 2.1.5 "Purchase/Work Order (PO)" means the order placed by the TCIL on the Implementing agency/partner duly signed by the TCIL's authorized representative to purchase certain goods & services from the vendor/implementing agency/partner.
- 2.1.6 "Contract Price" means considerations payable to the implementing agency/partner/implementing agency/partner as stipulated in the Purchase or Work Order for performance of specified contractual obligations.
- 2.1.7 "Empaneled Partner" means the bidder whose technical bid has been declared as qualified and accepted by TCIL.
- 2.1.8 "Selected Partner" means the empaneled partner whose financial bid has been declared as qualified and accepted by TCIL for a particular tender floated by a client (Govt. ministry / department).
- 2.1.9 "Client" means a Govt. Ministry or department who has floated tender for a skill development scheme / project.

2.2 Eligibility & Qualification Criteria:

- 2.2.1 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.
- 2.2.2 As per GOI Order No. P-45021/2/2017-PP(BE-II), dated 16-09-2020 for Make in India only **Class I** local bidders are eligible to bid for this EOI.

Mandatory Undertaking for Purchase Preference to MAKE In INDIA is to be submitted. The bidder needs to submit calculation of local content as per format attached.

- 2.2.3 Bid by a Consortium is not allowed.

2.2.4 The bidder shall fulfill the following financial criteria:-

- a. The bidder should have a minimum average turnover of **INR 5.72 Cr.** in last three financial years ending 31 March 2021. For MSE and SME bidder, the minimum average turnover should be **INR 3.81 Cr.**
- b. The bidder's Net-worth should be positive as on 31.03.2021
- c. The bidder should be in profit (profit before tax) in two out of last three financial years ending 31 March 2021.

Note: Turnover refers to standalone of the company and not the group turnover of its subsidiaries / group companies etc.

2.2.5 **Work Experience:**

- i. Experience of having successfully completed **at least three similar works** per sector with a cumulative value of Rs. 3.34 Cr (Rs. 2.86 Cr for MSEs & Startups) or more during the last 5 years from the date of bid submission.

'Similar Work' means a skill development training project executed under DDUGKY scheme in the following sectors.

- a. Telecom
 - b. IT - ITES
 - c. Electronics
 - d. Power & Energy
- ii. Provided placement to at least 70% of the trained students in the above mentioned sectors.
 - iii. The bidders may bid for any or all of the above mentioned sectors. The bidders having above mentioned minimum experience criteria shall be considered for selection in that sector.
 - iv. The bidder must submit supporting document i.e. work order and completion certificate from client.

2.2.6 **Registration with NSDC:** The Organization must have Accreditation & Affiliation Certificate/ Letter of Registration (LoR) issued by National Skill Development Corporation (NSDC). If not available the organization will get it issued before commencement of the training programme.

2.2.7 The organization must have been active and operational in the field of Skill Development and vocational training for a minimum of three years as on date of submission of bid in the above mentioned sectors.

2.2.8 **Training Centers:**

- i. The organization must have at least 2 operational training centers in each sector.
- ii. Each training center should have minimum facilities as per DDUGKY Programme guidelines dated July 2016.
- iii. Each training center must have minimum 3 trainers who have undergone Training for Trainers (TOTs) for that sector and meet the criteria for trainers mentioned in DDUGKY Programme guidelines dated July 2016.

2.2.9 **PAN & GST:** The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid. In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.

2.2.10 **Non-Black Listing:**

- i. The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
- ii. The full time directors of the bidder organization must not have been 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. They must not be involved in any major litigation.

2.2.11 **Bankruptcy/ Insolvency:** 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.

2.2.12 **Restrictions on bidders from a Bordering Country:**

The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020, I hereby submit that:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that we (in case of Consortium all the Consortium Partners) are not from such a country or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

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

2.2.13 **Restriction on participation in EOI:** The bidder needs to submit an Undertaking stating that: The Vendors, whose purchase order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 3 years, are not eligible to participate in this tender.

2.2.14 **Labour Laws:** The Bidder should comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

2.2.15 Genuineness of documents: The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI are genuine.

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

2.2.16 No Deviation Certificate: An undertaking for compliance to all the Terms & Conditions of this EOI duly signed and Stamped on the Letter Head of their Organization.

2.2.17 ISO Certificate: The bidder should have valid ISO 9001:2015 certificate.

2.3 Documents Comprising the Bid:

This is a single stage, two bid system. The bid shall consist of technical bid and financial bid. The technical bid should consist of the following:

2.3.1 Pre-qualification documents:

- i. Bid submission form
- ii. Bid Security declaration
- iii. Power of Attorney to sign the bid documents
- iv. KYC of the person authorized to sign the bid documents
- v. No Deviation Statement

2.3.2 Details of the Organization

- i. General details of the Organization
- ii. Certificate of Incorporation
- iii. KYC of full time Directors of the Organization
- iv. Proof of being Class-I company as per Ministry of Commerce & Industry
- v. Financial details of the organization
- vi. PAN & GST registration certificate
- vii. ISO Certificate
- viii. Certificate of non-blacklisting
- ix. Non-conviction certificate
- x. Letter of registration with NSDC
- xi. Certificate of Non Bankruptcy / Insolvency
- xii. Undertaking for Genuineness of documents
- xiii. Undertaking regarding restrictions for a bidder from bordering countries
- xiv. Undertaking regarding compliance to Labour Laws
- xv. Undertaking regarding restrictions on participation in the EOI (no default in TCIL work orders)

2.3.3 Work Experience Related Documents

- i. General Experience of the Organization
- ii. Specific/Similar Experience of the Organization
- iii. Details of operation training centers of the Organization

2.4 Submission of Bid

2.4.1 **Bidding Methodology:** Single-stage Two-Bid System shall be followed. The first bid will contain technical documents and will be labelled as “Technical Bid”. The second bid will contain the price/margin quoted by the bidder and will be labelled as “Financial Bid”.

2.4.2 Submission of Documents

The bidder is requested to submit the following documents offline (i.e. physically) or by post before the due date & time of submission in a Sealed Envelope to the contact person mention in Section-1. The envelope shall bear, the Number & Description of the tender and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- i. Bid Security Declaration.
- ii. Copy of **Udyog Adhar Memorandum / NSIC certificate/ Udyam Certificate etc** (for MSEs) /DIPP (for SME’s).
- iii. MSE bidders need to submit certificate from their Statutory Auditors for ascertaining investment in plant and machinery or equipment in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020.
- iv. Power of Attorney in physical mode on stamp paper as per law in India or extract of Board resolution (in Original) authorizing the signatory to act on behalf of the bidder with offline documents to be submitted with bid. The bidder should ensure that the Digital Signature used for uploading the tender document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only.

2.4.3 All other documents shall be submitted online. The scanned copies of documents mentioned in section 1.4.2 above shall also be submitted online.

2.4.4 Digitally signing of documents

All the documents submitted online shall be digitally signed by the authorized signatory holding power of attorney. This is required for integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000. The bidder must have Digital Signature Certificate (Signing & Encryption Certificates) of type Class 3 issued by any Certifying Authority (CA) under Controller of Certifying Authorities (CCA) of India for this purpose.

2.5 Validity Period of Bid

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

2.5.2 In exceptional circumstances, the TCIL may request the consent of the bidder for an extension to the period of bid validity. The bid security shall also be suitably extended.

2.5.3 A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.6 Modification and Withdrawal of Bids

- 2.6.1 Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- 2.6.2 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. No bid may be modified after the deadline for submission of bids.

2.7 Opening of Bids

- 2.7.1 Technical bids will be opened at the specified date and time of bid opening. The bidder or his authorized representative may be present at the time of bid opening. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.
- 2.7.2 Financial bid of only those bidders whose Technical bid is found to be responsive and acceptable will qualify to be opened. The qualified parties shall be notified with the date and time of the opening of the financial bid in advance. Representative of the qualified parties may attend the Price Bid opening.
- 2.7.3 TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

2.8 Rejection of Incomplete Bids

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

2.9 Evaluation of Bids

2.9.1 Evaluation of technical bids:

- a. The four sectors mentioned in the “Scope of Works” above will be treated as four packages. The bidders are required to quote for each package separately.
- b. The technical bids will be opened for all bids received in time. The bid documents will be evaluated for compliance against various requirements mentioned in “Eligibility Criteria”. The bidders failing to meet/comply any of these criteria will be disqualified and the bid will be rejected.
- c. The bidder having meeting all eligibility criteria and required experience criteria for a particular sector shall be technically qualified for that sector. One bidder may qualify for more than one sector if it has required experience in those sectors.

2.9.2 Evaluation of financial bids:

- a. The financial bids of technically qualified bidders will be opened for evaluation.

- b. A bidder may quote for one or more sectors. The bidders need to quote for each sector separately.
- c. As client rates are fixed for the scheme, the bidders are required to quote “percentage margin” they would like to offer to TCIL on the total work order value issued by client to TCIL for a particular sector. **The bidder offering maximum margin to TCIL, in a particular sector, shall be declared as winner (L-1 bidder) in that sector.**
- d. One bidder may be a winner in one or more sectors. If two or more bidders offer same margin, all of them will be declared as winner and the work will be divided among them.
- e. The bidders need to consider all the costs including insurance and taxes, if applicable while quoting for the percentage margin. No additional cost will be paid/ reimbursed over and above the above quoted margin.
- f. TCIL will pay to the selected bidder after deducting the percentage margin on the amount received from the client after applicable statutory deductions. The selected bidder shall give tax invoice to TCIL as applicable prevailing laws.

2.10 Clarifications on Bid Documents submitted by the Bidder

- 2.10.1 For the purpose of evaluation and comparison of the bids, TCIL, at its discretion, may ask the bidder for clarification of the bid. The clarification may be asked through e-mail. The clarification and response from bidder shall also be through e-mail.
- 2.10.2 The bidders must submit their response to the queries within specified date and time. Also, every document submitted against the queries must be signed by the person authorized as per Power of Attorney/ Board Resolution submitted by bidder without which the documents will not be accepted as valid.
- 2.10.3 No Post Bid Clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the TCIL in the TCIL’s bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.11 Bidder to bear the cost of bidding

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

2.12 Selection of Partner

The technically qualified bidder shall be selected as partner for various DDUGKY projects. When a Govt. Ministry /Department comes up with an RFP/tender for such a project, TCIL along with the selected partner shall bid in the tender. float a corresponding limited tender among the business associates and ask for their techno-commercial proposals/bids.

2.13 Issue of Letter of Empanelment (LOE) & Signing of MOU

TCIL shall issue letter of empanelment (LOE) to technically qualified bidders. Subsequent to that, an MOU (Memorandum of Understanding) shall be signed between TCIL and the bidder.

2.14 Cancellation of Letter of Empanelment (LOE)

If the selected bidder fails to sign the MOU within 60 days, the letter of empanelment may be cancelled by TCIL. In such a case, TCIL reserves the right to debar the defaulting bidder for future participation in TCIL's tenders for minimum one year.

2.15 Signing of Non-disclosure agreement

Not Applicable.

2.16 TCIL's Right to accept any bid and to Reject any or all bids

2.16.1 TCIL is not bound to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for such action(s).

2.16.2 TCIL reserves the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.17 Genuineness of Documents:

2.17.1 The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine.

2.17.2 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 tenders of TCIL for two years.

2.17.3 Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the EOI/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of TCIL for two years.

2.18 Power of Attorney

The bidder need to submit Power Of Attorney in physical mode on Rs. 100 stamp paper as per law in India or extract of Board resolution (in Original) authorizing the signatory to act on behalf of the bidder with offline documents to be submitted with bid. The bidder should ensure that the Digital Signature used for uploading the tender document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only.

Note: Any discrepancy shall lead into rejection of bid without assigning any reason.

2.19 Registration of MSE Vendors

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

2.20 Language of Bid

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

2.21 Integrity Pact

- a. This EOI is covered under Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- b. Integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- c. EOI received without signed copy of the Integrity Pact document will be liable to be rejected.

SECTION - 3

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Financing of trade receivables of MSE's through Trade Receivables discounting system (TREDS) Platform

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.

3.2 Price Preference to MSEs

- 3.2.1 If items mentioned in EOI are non-splittable/non-dividable then the purchase/work order shall be given to L1 bidder (whether L1 is MSE or non-MSE).
- 3.2.2 If items mentioned in EOI are splittable/dividable and MSE is neither L1 nor within L1+15%, then the purchase/work order shall be given to L1 bidder.
- 3.2.3 If the items mentioned in EOI are splittable/dividable and MSE is not L1 but within L1+15%, then 25% of total procurement shall be made from MSE, subject to their matching of L1 price. In case of more than such eligible MSEs who are within L1+15% range, procurement will be shared equally among such MSEs with a minimum 5% procurement from SC/ST MSEs, subject to their matching of L1 price. In event of failure of SC/ST MSEs to participate in EOI process or meet EOI requirements and L1 price or none of these SC/ST MSEs are in L1+15%, then this 5% sub-target shall be met from other MSEs. Minimum 3% reservation within above mentioned 25% reservation shall be applicable for women-owned MSEs.

3.3 Purchase Preference: Make in India

Purchase Preference to Make IN India shall be given as per GOI guidelines applicable from time to time.

- a) Minimum local content: 50%
- b) Margin of purchase preference: 20%
- c) If sufficient Local Capacity exists then, only Class-I local suppliers are eligible to bid.
- d) Procedure (if sufficient local capacity doesn't exist, Class-I and Class-II Local Suppliers are eligible to bid) through following procedure. No Purchase Preference for Class-II Local Supplier: **Not Applicable**

(i) Items mentioned in EOI are non-splittable/non-dividable - **Not Applicable**

- 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 - **Not Applicable**

- 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, 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 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).

3.4 Procurement from a country sharing Land Border with India

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

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s __ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills the entire requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries".

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

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

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

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

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

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:-
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "**Controlling ownership interest**" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural persons) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent of capital or profits of the partnership**;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.5 Risk Purchase

- a. In the event of supplier's failure to execute the contract to the satisfaction of the purchaser, the purchaser reserves the right:
 - a. to reject any part of the contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the purchaser.
 - b. to terminate the contract by giving 2 weeks' notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the supplier.
- b. In case, the partner is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of nonperformance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said partner as per the terms of the contract.
- c. On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the partner. Along with this notice of termination, intimation shall be sent to the said partner for joint preparation of services already performed by him. If the partner fails to turn up on an appointed date for joint preparation of services performed, in that situation he shall be proceeded ex parte and the details shall be prepared by TCIL/Employer and the same be sent to the partner.

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

3.6 General Lien / Set off

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

3.7 Repeat / Add-On Order

- a) In exceptional situation where the requirement is of an emergent nature, TCIL reserves the right to place repeat order up to 50% of the value of services contained in the running contract within a period of twelve months from the date of completion of the project at the same rate or a rate negotiated (downwardly) with the existing vender(s) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the services limited to 100% of the value of services contained in the running contract may be placed within a period of twelve months from the date of completion of the project on the existing vendor(s) at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

3.8 Purchaser's Right to vary Quantities

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

3.9 Change Orders

Not applicable

3.10 Force Majeure

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

3.11 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 1st 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."

3.12 Fall Clause

- a. The prices once fixed will remain valid during the scheduled delivery period.

Further, if at any time during the contract if it comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And/or

The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

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

- b. The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
In case under taking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

3.13 Standards

The supplies and services made under the contract by the implementing agency/partner shall confirm to the standards & technical specifications mentioned in this tender document.

3.14 Patent Rights

The Implementing agency/partner shall indemnify the TCIL against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.15 Applicable Laws

3.15.1 This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from. Any dispute, in relation to the contract, shall be submitted to the appropriate court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the court.

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

4.1 Period of Contract

The successful bidders shall be empaneled for 2 years. During this period, if any tender is floated by any Govt. Ministry/ Department, TCIL will participate in the tender by selected one of the empaneled partners (by calling financial bids). If TCIL is awarded a project by the client, a separate specific contract will be signed with the selected partner as per duration, terms and conditions of the contract between TCIL and the client.

TCIL reserves the right to extend the contract for a further period of two years in steps of 1 (one) year at a time at the terms & conditions of the original contract and subject to satisfactory performance during the previous contract period. Further, it shall be binding on the bidder failing which TCIL reserves the right to debar defaulting bidder from participating in future bids for a minimum period of 1 year.

4.2 Project Timeline /Implementation Schedule

When a project is awarded by a client to TCIL and the same is awarded to the selected partner, the implementation terms will be as per the project requirements.

4.3 Warranty

As this is a project under “service” category, the warranty clause is not applicable.

4.4 Insurance

When a project is awarded by a client to TCIL and the same is awarded to the selected partner, the insurance terms will be as per the project requirements and will be borne by the partner.

4.5 Price Basis

All prices are inclusive of insurance and GST. The successful bidder / partner shall submit GST invoice to TCIL, if applicable. The price quoted by the bidder shall be firm and no price escalation shall be permitted. All prices are to be quoted in INR only.

4.6 Taxes

The bidder shall undertake to comply with the provisions of GST law as may be applicable.

4.7 Payment Terms

The payment terms between TCIL and the selected partner shall be on back to back basis. That means, TCIL shall release payment for a milestone to the partner only after receipt of corresponding payment from the client. The payments milestone shall be as per Programme Guidelines, July 2016.

4.8 Performance Security

- i. The selected partner shall have to submit a PBG @3% of contract value when a project is awarded by a client to TCIL and the same is awarded to the selected partner on back to back basis. The PBG shall be valid till the completion of the contract.
- ii. Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform.

4.9 Liquidated Damages

- 4.9.1 When a project is awarded by a client to TCIL and the same is awarded to the selected partner, the LD terms shall be as per the project requirements on back to back basis. If LD terms are not mentioned in the client's work order, then TCIL's terms will be applied.
- 4.9.2 Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the supplier agrees to pay in the event of delay in delivery of services, breach of contract etc. as the case may be. Liquidated Damages is not a penalty but is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by the TCIL on account of delay/breach on the part of the partner.
- 4.9.3 The date of delivery of services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery of services must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender.
- 4.9.4 The liquidated damages shall be levied as follows:-
 - a. Should the supplier fail to provide services of the project with the stipulated time the purchaser shall be entitled to recover Liquidated Damages, 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 8 (Eight) weeks and thereafter @ 1.0% of the value of the purchase order for each week of delay or part thereof or another 8 (Eight) weeks of delay. In cases where the delay affects services of only a part of the project, then in such cases, LD shall be levied on the affected part of the project.
 - b. Project extension beyond 16 weeks would not be generally allowed. The extension beyond 16 weeks may be decided in most exceptional circumstances on case to case basis, by the Tender approving authority, stating reasons and justifications for grant of extension of delivery period beyond 16 weeks.
 - c. The quantum of liquidated damages assessed and levied by the purchaser and decision of the TCIL thereon shall be final and binding on the partner, further the same shall not be challenged by the partner either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
 - d. The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 15 weeks only.
 - e. The Liquidated Damages shall be calculated on the all-inclusive Prices.

- 4.9.5 In cases where the scheduled implementation period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities of services to be provided in every month/ installment and the corresponding delay. If the partner provides all services before the expiry of the scheduled implementation period of the last month/ installment but there is delay in month-wise/ installment-wise services, then also liquidated damages shall be levied on the services against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of project implementation period extension shall be counted from the last month/ installment.
- 4.9.6 Notwithstanding anything contained in this Agreement or any other agreement between the parties, the Purchaser may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the partner in its hand in relation to this or any other contract between the parties (which includes purchaser's right to claim such amount against invoices raised by the partner or Bank Guarantees submitted by the partner under this Contract or any other contract) or which may become due to the partner. Any such recovery of Liquidated Damages shall not in any way relieve the partner from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.
- 4.9.7 To facilitate recovery of Liquidated Damages from the invoices raised by the partner, the Credit Note shall be issued by the partner, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the partner including applicable GST, interest and penalty, if any.

4.10 Paying Authority

Joint General Manager (LPF),
TCIL, TCIL Bhawan,
Greater Kailash - I, New Delhi-11 0048

4.11 Coordinating Authority:

General Manager (Technical),
TCIL, TCIL Bhawan,
Greater Kailash - I, New Delhi-11 0048

4.12 Termination for Default:

The Contract can be terminated at any time during the contract period by giving 1 (one) month notice.

4.13 Funding Norms:

- 4.13.1 Training Cost would be as per Common Norms Notification /Circulars issued by the Ministry of Skill Development & Entrepreneurship (as amended from time to time).
- 4.13.2 Monthly stipend & post placement support for trainees trained under the schemes would be transferred to the beneficiary's bank account directly as per the scheme.

- 4.13.3 The organization shall maintain a separate bank account in a nationalized/scheduled Bank in respect of grant sanctioned.
- 4.13.4 All receipts and payments involving Rs. 500/- and above of the grantee organization must be through cheques only.
- 4.13.5 The grantee organization is required to submit details of separate bank account at the time of seeking grant for continuation of the project. A copy of the bank pass book indicating all transactions made in connection with the running of the sanctioned project.
- 4.13.6 The accounts will remain open for inspection by representatives/officers from TCIL and respective ministries, office of Controller and Auditor General of India, Government of India, at any time.
- 4.13.7 The organization shall have the accounts of the grant-in-aid audited by CAG Empaneled Auditors or Chartered Accountant and submit a copy of the following audited accounts, together with Utilization Certificate, to TCIL latest by first week of June month every year:
- the receipt and payment account of grant-in-aid in question for the year.
 - the income and expenditure accounts of grant-in-aid in question for the year.
 - the balance sheet, indicating assets and liabilities from grant-in-aid in question.
 - the utilization certificate in prescribed format as per General Financial Rules along with the item-wise break-up.
 - the audited accounts of the organization as a whole for the year.

4.14 Sub Letting:

- 4.14.1 The bidder is specifically prohibited to Lease / sub- lease/ outsource / franchise the skill development programme at any stage. The training center should be under the banner of implementing agencies itself.
- 4.14.2 In instance of Lease/sub- lease/outsource /franchise of any activity related to training program will lead to disqualification and blacklisting of the organization. Similarly, intimation will be made to all other stakeholders including Ministries/Departments of the Central and State Governments and other penal action as per law will also be taken against such organization.

SECTION – 5

SCOPE OF WORK

5.1 Trades & Sectors for Skill Development

5.1.1 The skill development projects under DDUGKY (Deen Dayal Upadhyaya Grameen Kaushalya Yojna) will be covered in the scope of this EOI/Tender.

5.1.2 The DDUGKY skill development training programme / projects in the following sectors/trades shall be covered in the scope of this EOI/tender:

SN	Industry/ Sector	Sub-Sectors/Trades	
		Category-I	Category-II
1	Telecom	Network & Infrastructure, Management	Telecom Handset Service Provider, Sales & Service
2	IT-ITES	-	Information & Communication Technology
3	Electronics	Electronics System Design & Manufacture, Refrigeration and Air Conditioning	Consumer Electronics – Sales & Services
4	Power & Energy	Electrical, Industrial Electrician	Domestic Electrician

Note: The bidders may bid for any or all of the above mentioned sectors. The bidders having above mentioned minimum experience criteria shall be considered for selection in that sector.

5.1.3 The trainings shall be conducted as per guidelines, terms and conditions mentioned in the following documents:

- i. Programme Guidelines dated July 2016.
- ii. Standard Operating Procedures (Part I & II) dated 3rd August 2015.
- iii. The Gazette notification dated 8th August 2015 from Ministry of Skill Development & Entrepreneurship regarding Common Norms
- iv. The Gazette notification dated 31st December 2018 from Ministry of Skill Development & Entrepreneurship regarding amendment of Common Norms
- v. Course content, duration and certification as per NSQF (National Skill Qualification Framework) and NOS (National Occupational Standards, Model Curriculum & Content) provided by NSDC (National Skill Development Center).
- vi. Any other notifications/guidelines issued by central or state governments related to implementation of DDUGKY scheme/projects.
- vii. All central & state guidelines related to course content, course duration, certification, placement, payments and allowances etc. shall be applicable.

5.1.4 The no. of students to be trained, training location, training duration, training type (residential/non-residential) etc. shall be as per client's tender and work order.

5.2 Training, Certification & Placement

The broad training, certification and placement requirements are mentioned below. However, exact requirements will be provided later by concerned ministry / department.

- 5.2.1 The scheme can be taken up anywhere in the country. The bidder shall setup training centers in the cities where training is to be provided.
- 5.2.2 The training programme may be residential or non-residential as per client's tender and work order.
- 5.2.3 Course curriculum for training shall be in accordance with the current requirement of industry/ trades which should be aligned with the National Skills Qualifications Framework (NSQF).
- 5.2.4 The organization shall not induct candidates who are either professionally qualified or have already obtained any such training in any previous such programme.
- 5.2.5 The organization would ensure that there is no duplicity in the details of the trainees in terms of name, address, Aadhaar number and bank details etc.
- 5.2.6 The training programme must include soft skills training, basic IT training, basic English training and other skills as per need decided by respective ministries.
- 5.2.7 It would be imperative on the part of the implementing organization to assess the employment potential in a particular area in advance depending upon the educational qualification of the targeted population, present economic trend and market potential before proposing the trades.
- 5.2.8 The organization shall also establish linkages with placement services. For the candidates interested in self-employment after availing the training, the organization shall arrange easy micro finance/ soft loans for them through Financial Institutions, Banks etc.
- 5.2.9 The organization should also be able to identify and mobilize the beneficiaries belonging to SC/ST/OBC and the minority communities. The organization will ensure minimum 33% female seats for girls/women candidates.
- 5.2.10 The organization would ensure minimum of 70% overall placement percentage for total trained and certified trainees and out of that at least 50% placement should be in organized sector.
- 5.2.11 The organization would ensure the independent assessment and certification by third party agencies through Sector Skill Councils (SSCs) or approved Third Party Assessment Agencies.
- 5.2.12 The organization shall comply with the extant requirements of the scheme guidelines and fulfill the requirements of third party evaluation in terms of Ministry of Skill Development & Entrepreneurship guidelines and compliance of norms of placement: Common Norms Notification of MSDE (Ministry of Skill Development and Entrepreneurship) issued from time to time.

- 5.2.13 On the Job Training (OJT) may also be incorporated into the training module as per the requirement of the course/trades.
- 5.2.14 The beneficiaries should have worked and received payment for three continuous months, proof of which can either be in the form of a salary slip or a certificate indicating salary paid duly signed by the employer and salary received by the person with a bank statement. PF/ESIC records or as per other available records to support this. Details of bank accounts of trainees where the salary is deposited should be made available for tracking of the trainees.
- 5.2.15 The organization has to ensure Post placement tracking and monitoring the extent of retention in the new jobs for a period of one year from the date of employment and develop Management Information System (MIS) as per scheme guidelines.

5.3 Training Facilities

- 5.3.1 The organization will ensure that sufficient space, furniture, equipment, tools, training aids, raw material, electricity, water supply and other essentials required for imparting training to beneficiaries in the proposed course(s) are available at training locations.
- 5.3.2 The entire training program should be covered with live CCTV cameras, having recording facility and provide the live feeds of the training programme for online monitoring to the stakeholders through Static IP Address.
- 5.3.3 The organization would install Aadhaar linked GPRS enabled biometric machine for daily attendance (in & out) of trainers and trainees at the skill development training centers, which has to be compatible for linking with the online portal of the scheme.
- 5.3.4 The organization shall ensure that uniform (if required), Photo ID card, welcome kit, training aids etc. should be handed over to beneficiaries at the time of batch freezing.
- 5.3.5 The organization shall ensure the documentation of the training programme i.e. application forms of the trainees, internal assessment details, course curriculum, session plan/ daily time table etc. and will submitted.
- 5.3.6 The organization will have to display boards/ hoardings / banners in its premises land at entrance.
- 5.3.7 Regular internal assessments should be conducted by the organization, details of internal assessment along with sample answer sheets should be submitted regularly.
- 5.3.8 The organization shall ensure that monitoring mechanism as approved by the client (concerned Ministry / Department) is strictly followed including data seeding on the specified portal.

5.4 Trainers & Other Staff

- 5.4.1 Trainers with suitable qualifications/experience being hired and each trainer should have undergone Training of Trainers (ToT).
- 5.4.2 Arrangement of guest lecture to ensure interaction with industry expert and owners of the household enterprises of minorities, working in the particular trade / skill sector should be arranged to motivate trainees to opt the employment opportunities.

5.5 Other Terms & Conditions

- 5.5.1 Any other criteria laid down by the respective ministries at the time of execution of the project would be applicable.

SECTION-6
(Forms & Formats)

ANNEXURE-1: EOI CHECKLIST

Online Documents

SN	Documents	Documents Submitted (Yes/No)
1.	Bid Submission Declaration	
2.	Power of Attorney	
3.	Certificates of company's Incorporation	
4.	PAN document	
5.	GST Registration Documents	
6.	Audited Balance sheet of last three financial years	
7.	CA Certificate of Turnover, profit/Loss and Net- worth of last three financial years	
8.	Undertaking for Labour Laws Compliance	
9.	Copy of Udyog Adhar Memorandum / NSIC certificate/ Udyam Certificate/DIPP	
10.	MSME bidder certificate	
11.	Affiliation Certificate/ Letter of Registration (LoR) issued (NSDC).	
12.	Undertaking for availability of two operational training centers in each sectors with required training facilities and certifier trainers	
13.	Copies of ToT (Training of Trainers) certificate	
14.	Undertaking for Non-cancellation of TCIL Purchase Order(s)	
15.	Project Experiences	
16.	Bid Security Declaration	
17.	Bid Price Schedule	
18.	Integrity Pact	
19.	No Conviction Certificate	
20.	Declaration regarding Restrictions on procurements sharing land border with India	
21.	Undertaking for Genuineness of bid documents	
22.	Solvency certificate	
23.	Undertaking for Make In India	

Offline documents <i>(Scanned copies must be uploaded along with online submission)</i>		
1.	Bid Security Declaration	
2.	Copy of Udyog Adhar Memorandum / NSIC certificate/ Udyam Certificate/DIPP	
3.	MSME bidder certificate	
4.	Power of Attorney	
5.	Integrity Pact	
6.	Restrictions on procurements sharing land border with India.	

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

ANNEXURE-2: BID SUBMISSION DECLARATION
[To be submitted on the Letterhead of the Bidder]

Offer No.:

Date:

To

.....
.....

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.
- 3) In case of receipt of order, we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:
Date:

Signature of Authorised Signatory with Seal
Name:
Designation:

ANNEXURE-3: POWER OF ATTORNEY
Format for Power of Attorney to be submitted by Bidder

[Rs. 100 Non-Judicial stamp paper]

Know all men by these presents that we (name of Company) _____
_____, incorporated in India under the Companies Act, 1956 and having its
Registered Office at _____. (India) ("Hereinafter called the
Company") DOTH hereby nominate, constitute and appoint (Name,
Designation) _____, S/o _____ to be true and lawful 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 Power of Attorney 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): _____

ANNEXURE-4: LABOUR LAWS UNDERTAKING
[To be submitted on the Letterhead of the Bidder]

We, M/s.....(bidder's Name) comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

ANNEXURE-5: UNDERTAKING FOR AVAILABILITY OF TWO OPERATIONAL TRAINING CENTERS IN EACH SECTOR WITH REQUIRED TRAINING FACILITIES AND CERTIFIED TRAINERS

[To be submitted on the Letterhead of the Bidder]

We, M/s..... (Name of Bidder) hereby, undertake to affirm that our company has:

- 1) Two operational Training Centers in Each Center mentioned in this EOI and
- 2) Training facilities required as per DDUGKY guidelines
- 3) TOT (Training of Trainers) certified trainers in each sector

In case the information furnished by us is found to be deceptive, action as deemed fit may be initiated by TCIL at its sole discretion.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

ANNEXURE-6: UNDERTAKING for NON-CANCELLATION OF TCIL PURCHASE ORDER(S)

[To be submitted on the Letterhead of the Bidder]

We M/s.....(Name of Bidder), hereby solemnly declare that Purchase Order(s) for any Project of TCIL was/were not cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 3 years.

In case the information furnished by us is found to be deceptive, action as deemed fit may be initiated by TCIL at its sole discretion.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

ANNEXURE-7: PROJECT EXPERIENCES
[To be submitted on the Letterhead of the Bidder]

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

ANNEXURE-8: BID SECURITY DECLARATION
[To be submitted on the Letterhead of the Bidder]

To

.....
.....
.....

Sub: Declaration for Bid Security for [EOI No.] dated [EOI date]

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred as bidder) understand that, according to bid clause No. 1.6 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 of 3 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.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

ANNEXURE-9: PRICE BID SCHEDULE

[To be submitted on the Letterhead of the Bidder]

To:

.....
.....
.....

Dear Sir,

We, the undersigned, offer the following margins against your Tender No.dated

SN	Sector / Trade	Offered Margin on work order value issued by end client
1	Telecom	
2	IT-ITES	
3	Electronics	
4	Power & Energy	

We understand and confirm that:

- a. As client rates are fixed for the scheme, the above quoted “percentage margin” will be applied on the total work order value issued by the end client to TCIL for corresponding sector.
- b. We have considered all the costs including insurance and taxes, if applicable, while quoting for the percentage margin.
- c. TCIL will make payments to us after deducting the above mentioned percentage margin on the amount received from the client after applicable statutory deductions.
- d. We will provide tax invoice to TCIL in INR as per applicable prevailing laws.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE-10: INTEGRITY PACT

[To be submitted on the Letterhead of the Bidder]

General

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2021, **between** on one hand, **Telecommunications Consultants India Limited (TCIL)** acting through Sh. _____ (Name & Designation of the officer) (**Hereinafter** called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part **and** M/s. _____ (Name of the Company) represented by Sh. _____ Chief Executive Officer/Authorized Signatory (Name & Designation of the officer) (**hereinafter** called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid against Tender/RFO/EOI/RFP/RFQ for the _____ (Name of the Stores/Equipment/Services, Ref No. & Date) and the BIDDER/Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership Firm/Proprietorship Firm/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract(s) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract(s), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER,

either for themselves or for any person, organization or third party related to the contract(s) in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract(s).

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Administrator, USOF any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract(s) process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract(s) would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract(s) or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract(s) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract(s).
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract(s) or forbearing to do or having done any act in relation to the obtaining or execution of the contract(s) or any other contract(s) with USOF for showing or forbearing to show favor or disfavor to any person in relation to the contract(s) or any other contract(s) with USOF.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract(s).

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract(s) to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract(s) shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract(s) and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract(s) to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract(s).
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.
- 3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment/benefit and

- i. If comes to know of any unethical or illegal practice in BUYER.
- ii. If he makes any payment to any BUYER Associate.

3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact.

3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract(s), if already awarded, can be terminated for such reason.

5 **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract(s) is/are signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract(s).
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi) Any other action as decided by Administrator, USOF based on the recommendation by Independent External Monitors (IEMs).

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.

6. Independent External Monitor (IEMs)

6.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given on TCIL Website.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Administrator, USOF.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Administrator, USOF. The IEM can in this regard submit nonbinding recommendations. If USOF has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Administrator, USOF.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the Administrator, USOF within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word 'IEM' would include both singular and plural.

7. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. New Delhi).

9. Other Legal Actions

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10. Validity

10.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of all the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.3 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Administrator, USOF.

10.4 Changes and supplements need to be made in writing.

10.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER/SELLER

Signature _____

Name of the officer _____

Designation _____

Name of the Company _____

Address _____

Dated: _____

Witness-1 (Buyer)

Witness-1 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company1 _____

Address _____

Dated: _____

Witness-2 (Buyer)

Witness-2 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company _____

Address _____

Dated: _____

ANNEXURE-11: NO CONVICTION CERTIFICATE

[To be submitted on the Letterhead of the Bidder]

Offer No.: _____

Date: _____

To

.....
.....
.....

Sub: 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:

**ANNEXURE-12: Declaration regarding RESTRICTION ON PROCUREMENTS SHARING
LAND BORDER WITH INDIA**

Offer No.: _____

Date: _____

To

.....
.....
.....

We hereby declare 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 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 the entire 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".

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

ANNEXURE-13: UNDERTAKING FOR GENUINENESS OF BID DOCUMENTS

[To be submitted on the Letterhead of the Bidder]

To

.....
.....
.....

Sub: Declaration of Genuineness of documents submitted for [EOI No.] dated [EOI date]

It is certificated that all the documents/certificates/information submitted by us against the tender (insert tender no. and date) are genuine. In case any of the documents/certificates/information submitted by us is found to be false or forged, action as deemed fit may be initiated by USOF at its sole discretion.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

ANNEXURE-14: SOLVENCY CERTIFICATE

[To be submitted on the Letterhead of the Bidder]

To

.....
.....
.....

Sub: Solvency Certificate for [EOI No.] dated [EOI date]

It is certified that we are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

ANNEXURE-15: UNDERTAKING FOR MAKE IN INDIA

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

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

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

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

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

Place:

Date:

Signature of Authorized Signatory with Seal

Name:

Designation:

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

For Details Govt. of India Order NO. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.