

**Bid Document**

**for**

**For providing International Private Leased Circuit (IPLC) between New Delhi and Dakar, Senegal along with MPLS Links and Internet Connectivity in India for existing Pan-Africa e-Network Project**

**Tender No: TCIL/15/1313/I/11-MM/25E**

**Issued on : September 28, 2011**

Issued By :

Material Management Division  
Fourth Floor,  
Fax :+91 (11) 26242266  
Tel: +91 (11) 26202020  
Email: [mmdiv@tcil-india.com](mailto:mmdiv@tcil-india.com)  
visit us at <http://www.tcil-india.com>



**Telecommunications Consultants India Ltd.**

(A Govt. of India Enterprise)  
Material Management Division  
TCIL Bhawan, Greater Kailash-I  
New Delhi – 110048 (India)

IS/ISO 9001



## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE No.</u>
1.	Notice Inviting e-Tender	3-5
2.	Instructions to Bidders	6-13
3.	General (Commercial) Conditions of the Contract	14-19
4.	Special Conditions of Contract	20-21
5.	Technical Specifications	22-33
6.	Bill of Quantity & Price Bid Schedule	34-36
7.	Format of Bid Bond (EMD)	37
8.	Format of Performance Bank Guarantee (PBG)	38
9.	Bid Submission Form	39-41
10.	Integrity Pact	42-55

## SECTION-1

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

### NOTICE INVITING e-TENDER

e-Tenders are invited from eligible bidders for Providing of International Private Leased Circuit (IPLC) between New Delhi and Dakar, Senegal along with MPLS Links and Internet Connectivity in India for existing PAN Africa e-Network Project.

Submission of Online Bids is mandatory for this Tender. Detailed instructions is given in Section-2 of this Tender Document.

#### Important Dates

Date of Posting of NIT	:	28-09-2011
Date of start of Sale of Tender Document	:	30-09-2011 from 19:00 hrs. onwards
Date of Training to Bidders (Optional)	:	10-10-2011
Last date of sale of tender documents	:	18-10-2011 upto 17:00 hrs.
Last date for seeking clarification, if any	:	18-10-2011 upto 18:00 hrs.
Last date for Online submission of Bids	:	03-11-2011 upto 12:00 hrs.
Opening of Technical Part (Part-I)	:	03-11-2011 at 12:30 hrs.
Opening of Financial Part (Part-II)	:	To be notified later

Bidders are advised to visit the portal (<https://www.tcil-india-electronictender.com>) regularly for updates/amendments, if any.

#### ELIGIBILITY CRITERIA

- a) The bidder shall be a licensed NLD and ILD service provider in India. (Please submit copy of all the Licenses).
- b) The bidder's average annual financial turnover during last 3 years ending 31<sup>st</sup> March, 2011 should be at least Rs. 4.26 Cr. (USD 0.93 Million).
- c) The bidder should have successfully executed at least one order or provisioning/leasing of IPLC Link to National/International client for a value of Rs. 3.41 Cr. (USD 0.74 Million) or 2 orders of Rs. 1.71 Cr. each (USD 0.37 Million) in the last 2 years ending 31-07-2011.
- d) The bidder shall have a full-fledged Network Operations Center (NOC) that provides 24x7 support for both NDL and IPLC links.
- e) Bid in Consortium is allowed provided the Consortium Agreement clearly identifying the Lead Partner is submitted. In case of a Consortium the Eligibility Criteria will be considered as under:
  - i) For evaluation of Turnover Criteria (Clause b of Eligibility Criteria), the credentials of the Lead-bidder only will be considered.
  - ii) For evaluation experience (Clause a) & c) of Eligibility Criteria), the credentials of all the consortium partners shall be considered in total.

**Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.**

**Contact Information:**

- TCIL Contact-1** - **Mr. M.K. Merkap, General Manager (MM)**  
**Telephone: 011-2620 2474**  
**E-mail ID: [mkmerkap@tcil-india.com](mailto:mkmerkap@tcil-india.com)**
- TCIL Contact-2** - **Mr. M.S. Sabharwal, Manager (MM)**  
**Telephone: 011-2620 2422**  
**E-mail ID: [ms.sabharwal@tcil-india.com](mailto:ms.sabharwal@tcil-india.com)**
- E-Tendering Helpdesk** - **Telephone: +91-11-26241071, 26241072**  
**Emergency Mob.: +91-9868393775, 9868393717**  
**E-mail ID: [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)**

The Price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

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

**(D. Manna)**  
**Group General Manager (MM)**

**-END OF SECTION 1-**

## SECTION 2

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

### INSTRUCTIONS TO BIDDERS

#### **2.1 INTRODUCTION (DEFINITIONS)**

- 2.1.1** “Purchaser” 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 or consortium or association of persons 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 supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4** “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services.
- 2.1.5** “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the Bidder/contractor.
- 2.1.6** “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

#### **2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER**

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

#### **2.3 BID DOCUMENTS**

**2.3.1** Bid Documents includes:-

Section 1	Notice Inviting e-Tender
Section 2	Instructions to Bidders
Section 3	General Conditions of the Contract
Section 4	Special Conditions of Contract
Section 5	Technical Specifications
Section 6	Bill of Quantity and Price Bid Schedule
Section 7	Format of Bid Bond/EMD
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Bid Submission Form
Section 10	Integrity Pact

**2.3.2** Any clarification or communications obtained from the Purchaser

## **2.4 AMENDMENT TO BID DOCUMENTS**

2.4.1 At any time, prior to the date of submission of bids, the Purchaser 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.

2.4.2 The amendments/Corrigendum will be notified on TCIL Website and these amendments will be binding on them. Bidders are advised to visit TCIL Website regularly for updates on this Tender.

## **2.5 EXTENSION OF TIME**

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

## **2.6 BID PRICE**

Unit prices/rates shall be quoted as given in Special Conditions of the tender in Section – 4.

## **2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS**

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

## **2.8 BID SECURITY**

2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-

- (a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Purchaser valid for a period of 180 days from the date of tender opening.
- (b) Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Telecommunications Consultants of India Ltd., payable at Delhi.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 The bid security may be forfeited under the following circumstances:-

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply the material in terms of the project.
- d) If a bidder fails to furnish the correct Pass-Phrase during the Online Tender Opening Event (TOE) of Financial part (for details refer to clause 2.28.7.)

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

## **2.9 VALIDITY PERIOD OF BID**

Bid shall remain valid for 150 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**2.10 Deleted**

**2.11 Deleted**

**2.12 Deleted**

**2.13 Deleted**

**2.14 Deleted**

## **2.15 CLARIFICATION OF BIDS**

2.15.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.

2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself 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.

## **2.16 EVALUATION OF TENDERS**

2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis :-

a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.

b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.16.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

- 2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- 2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.16.8 TCIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

## **2.17 PURCHASER'S RIGHT TO VARY QUANTITIES**

- 2.17.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.17.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

## **2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser does not bind himself 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 the Purchaser's action.

## **2.19 NOTIFICATION OF SUCCESSFUL BIDDER**

- 2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

## **2.20 ISSUE OF LETTER OF INTENT**

- 2.20.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.20.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

## **2.21 CANCELLATION OF LETTER OF INTENT**

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

## **2.22 POST BID CLARIFICATIONS**

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

## **2.23 DELIVERY**

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

## **2.24 SUBMISSION OF BID**

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Guarantee

All other documents shall have to be submitted in Electronic/Soft form as per the requirement of e-Tender and are not acceptable in physical form. For detail instructions please refer to Clause 2.28.

## **2.25 OPENING OF PRICE OFFER**

Price offer of only those bidders will be opened online whose Techno-Commercial offers are found to be qualified and acceptable to TCIL. Bidder's representative may attend the Online Price Offer opening. The qualified parties shall be notified with the date and time of the opening of the Price Offer.

**2.26** In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

## **2.27 INTEGRITY PACT**

- i) This tender/NIT is covered under the Integrity Pact Programme of TCIL and accordingly an Integrity Pact Agreement as per Annexure 'X' given in Section-10, is to be signed by all bidders, participating in this tender. The scanned copy of the Integrity Pact duly signed by the bidder must be uploaded as a part of Main Bid of Technical Part.
- ii) Since this tender is covered under the Integrity Pact Programme of TCIL, any Bidder who has signed the Integrity Pact Agreement as mentioned above can send his grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer i.e. Chief Vigilance Officer, TCIL in the prescribed proforma as per Annexure III. given in Section – 10.
- iii) Tender received without signed copy of the Integrity Pact document will be liable to be rejected.

## **2.28 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION**

### **2.28.1 Tender Bidding Methodology:**

Single stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

## **2.28.2 Broad outline of activities from Bidders perspective:**

- i) Procure a Digital Signing Certificate (DSC) for users of the organization (if not procured earlier)
- ii) Register your organization on Electronic Tendering System® (ETS) Portal of TCIL (<https://www.tcil-india-electronictender.com>)
- iii) Create Users and assign roles on ETS
- iv) Assign Tender to a department of your organization on ETS
- v) Download Official Copy of Tender Documents from ETS
- vi) Clarification to Tender Documents on ETS
  - Post query to TCIL (Optional)
  - View response to queries posted by TCIL
- vii) Bid-Submission on ETS
- viii) Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of Technical-Part
- ix) Post-TOE Clarification on ETS (Optional)
  - Respond to TCIL’s Post-TOE technical queries
- x) Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of Financial-Part
  - (Only for Technically Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## **2.28.3 Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## **2.28.4 Registration**

To use the Electronic Tender® portal (<https://www.tcil-india-electronictender.com>) the Bidder need to register on the portal. Registration of bidders organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Note: After successful submission of Registration details and Annual Registration Fee (Rs. 6,000/- + Service Tax @ 10.3%) please contact e-Tendering Helpdesk (as given in Section 1), to get your registration accepted/activated. The Annual Registration Fee can be submitted by the following modes:**

- i) **DD in favour of “Telecommunications Consultants India Limited” is to be submitted to Sr. Manager (F&A-IT), TCIL, TCIL Bhawan, 6<sup>th</sup> Floor, G.K.-I, New Delhi-110048.**

**Or**

- ii) **Fee Amount can be deposited in TCIL’s Bank Account No. 000705005880 in ICICI Bank, Canaught Place Branch, IFSC Code: ICIC0000007 by electronic transfer and Transaction Details to be emailed to [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)**

### **2.28.5 On-Line Submission**

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum
- ii) Submission of Acceptance/Rejection of General Terms & Conditions
- iii) Submission of Acceptance/Rejection of Special Terms & Conditions
- iv) Submission of particulars of EMD
- v) Submission of **Technical Part** as under:
  - Submission of Electronic Form (Mandatory)
  - Submission of Main Bid (Mandatory)
  - Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Duly filled in Bid Submission Form as per Section – 9
  - b) Signed Integrity Pact (Please refer Clause 2.27)
  - c) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
  - d) Scanned copy of Documentary Evidence of Eligibility Criteria
  - e) Technical Offer
  - f) Data Sheet
  - g) Product Brochure
  - h) Un-priced Bid Schedule as per Section-6
  - i) Any other supporting documents the bidder wishes to submit as a part of Technical Offer
- vi) Submission of **Financial Part** as under:
- Submission of Electronic Form (Mandatory)
  - Submission of Main Bid (Mandatory)
  - Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Section-6.

The entire bid-submission as above would be online on ETS.

### **2.28.6 Offline Submissions:**

The bidder is requested to submit the following documents offline to GGM (MM), TCIL Bhawan, 4<sup>th</sup> Floor, Greater Kailash-I, New Delhi-110 048 before the date & time of submission in a Sealed Envelope. The envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time).

- i) EMD-Bid Security (Original copy) for Rs. 5,00,000/- (USD 11,000) by Demand Draft in favour of "Telecommunications Consultants India Ltd.\*/Bank Guarantee in the prescribed format from a scheduled bank from its branch at Delhi/New Delhi shall be submitted.
- ii) Tender Fee of Rs. 1,000/- (USD 22) by Demand Draft in favour of "Telecommunications Consultants India Limited" payable at New Delhi.

## **2.28.7 Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass-Phrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

## **2.28.8 Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by TCIL for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

### **2.28.9 Other Instructions**

For further instructions, the Bidder should visit the home-page of the portal (<https://www.tcil-india-electronicstender.com>), and go to the **User-Guidance Center**. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### **2.28.10 Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP SP3 )
- Broadband Internet Connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

### **2.28.11 Bidders Training Program**

One day training (10:00 hrs. to 17:00 hrs.) is arranged on payment basis which is scheduled on 10-10-2011 at TCIL Bhawan, Greater Kailash-I, New Delhi-110048. Training is optional. Bidders opting for Training shall have to pay Rs. 2,500 + Service Tax @10.3% by Demand Draft in favour of "Telecommunications Consultants India Limited" payable at New Delhi and are required to carry a Laptop with device for Wireless Connectivity to Internet as TCIL will not provide Internet connectivity to trainees. Bidders are required to inform number of participants from respective organization latest by 07-10-2011 at 17:00 hrs by email to contact information given in Clause 2.28.4.

**-END OF SECTION 2-**

## SECTION - 3

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

#### **3.1 PRICE APPLICABILITY**

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

#### **3.2 STANDARDS**

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

#### **3.3 PATENT RIGHTS**

The Supplier shall indemnify the Purchaser 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.

#### **3.4 PERFORMANCE SECURITY**

- 3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security for the amount of 10% of the contract/P.O value.
- 3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 3.4.3 The Performance Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank situated in India and in the form provided by TCIL.
- 3.4.4 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.
- 3.4.5 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

#### **3.5 INSPECTION AND TESTS**

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

- 3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

### **3.6 TRAINING (WHERE REQUIRED)**

- 3.6.1 The Bidder shall provide training for installation and maintenance staff of the Purchaser free of cost, where required.
- 3.6.2 The Bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and the duration of the proposed training required.
- 3.6.3 The Bidder shall provide all training materials and documents and aids.
- 3.6.4 Conduct of training of the Purchaser's personnel shall be at the suppliers' plant and/ or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

### **3.7 WARRANTY**

- 3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

However the warranty period specified, if any, in the Special Condition of Contract (Section – 4) the same shall rule.

- 3.7.2 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of sixty months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 3.7.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

### **3.8 CHANGE ORDERS**

- 3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-
- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
  - b) Method of transportation or packing.
  - c) Place of delivery.
  - d) Services to be provided by the supplier.
- 3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

### **3.9 SUB-LETTING**

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

### **3.10 LIQUIDATED DAMAGES**

- 3.10.1 The date of the delivery of the goods stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- 3.10.2 In case the Supplier fails to supply the material against the order, the material shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.
- 3.10.3 For late supplies, as liquidated damages, a sum equal to 2% of the price of any goods not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.
- 3.10.4 LD can be recovered from any dues of the Supplier.

### **3.11 ARBITRATION**

In case of Foreign Bidders :

- 3.11.1 Any dispute or differences arising out of the contract which cannot be amicably settled between the supplier and the purchaser shall be decided as per arbitration rules of International Chamber of Commerce, Geneva. For arbitration, the venue shall be Geneva.

In case of indigenous Bidders:

3.11.2 In the event of any dispute arising between TCIL and the Supplier in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.11.3 The proceedings of arbitration shall be in English language.

3.11.4 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.11.5 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

### **3.12 RISK PURCHASE**

3.12.1 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.

### **3.13 APPLICABLE LAWS**

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 and to all Courts having jurisdiction in appeal therefrom.

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.

### **3.14 GENERAL LIEN**

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company 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 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 Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

### **3.15 PACKING**

The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

### **3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT**

- 3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted TCIL shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.
- 3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

### **3.17 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if

the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

### **3.18 TERMINATION FOR DEFAULT**

3.18.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.18.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

### **3.19 TERMINATION FOR INSOLVENCY**

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

### **3.20 ADD ON/REPEAT ORDER**

TCIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

**- END OF SECTION 3 -**

## SECTION – 4

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

### SPECIAL CONDITIONS OF CONTRACT

#### **4.1 Special Clause**

“TCIL is already having a contract in place for providing the service. The lowest rate obtained in this tender will be offered to the said agency and they will have the first right of refusal. In the event the said agency declines to accept the lowest rate obtained in this tender, the lowest bidder of this tender, shall be considered for award of the work”.

#### **4.2 Scope of Work**

TCIL is executing PAN Africa e-Network Project in the field of Tele-Education and Tele-Medicine which connects 53 African Countries into one network through satellite Hub Earth Station in Africa and VSAT in all 53 countries, to India. Identified Super Specialty Hospitals and reputed Universities in India are connected via TCIL data center at New Delhi to the Hub Earth Station at Senegal, Dakar through under Sea Fiber Optic Cable from the landing station in Chennai. The connectivity of the Universities & Hospitals in India to TCIL Data Center at New Delhi is through MPLS Links while connectivity of TCIL Data Center to Landing Station Chennai is through NLD Link. The network is already in operation since April 2008 through an Indian Agency.

In case of award of contract the new agency will make available all the links as per technical specification within the stipulated delivery period. Once the delivery of all the links are over, actual change over of the services from the old network to the new network shall take place link wise, after successful test of the same over a span of maximum 2 weeks, which will be the proving-in period. This must be ensured by the successful bidder. Payment shall be made w.e.f. end of successful proving-in period. The details of proving-in schedule shall be worked out mutually between TCIL and the new agency. All the links are scheduled to be operational for 3 years period after proving in period, which is likely to be extended further as per Govt. of India's decision.

#### **4.3 Price Basis**

Price shall be quoted in USD per annum by Foreign bidders and in INR per annum by Indian bidders.

Rate quoted should be inclusive of all taxes (Taxes included in the charges may be shown separately also). Service Tax is payable only against Service Tax Invoice to be submitted mentioning the amount of Service Tax charged & Service Tax Registration Number.

Evaluation shall be done in INR on the basis of currency exchange rate prevailing on the close of the date of opening of the Part-I (Techno-Commercial Bid). TT Buying Rate shall be applicable.

#### **4.4 Technical Specifications**

As per Section-5 of the Tender Document.

**4.5 Bill of Quantity & Price Schedule**

As per Section-6 of the Tender Document.

**4.6 Payment Terms**

The payment shall be made by cheque/bank draft/bank transfer on quarterly basis at the end of each quarter within 15 days on satisfactory performance of services.

**4.7 Performance Bank Guarantee (PBG)**

The suppliers shall be required to furnish PBG for a value equivalent to 10% of the order value valid for the period of Lease in the prescribed TCIL format from Delhi Branch of an Indian scheduled bank for Indian suppliers and from reputed 1st class international bank for foreign suppliers from the branch of bank in Delhi.

**4.8 Delivery Period**

The services as per tender requirements to be started within 8 to 12 weeks from the date of confirmed P.O. or mutually agreed date. In case mutually agreed date is not decided, 12 weeks will be taken for the purpose of calculation of Liquidated Damages.

**4.9 Duration of Lease**

The capacity requirement is initially for a period of Three Years and can be reviewed later on mutually agreed terms. Duration of Lease shall start from a mutually agreed date.

**4.10 Liquidated Damages**

If the service provider fails to provide service from the agreed date, TCIL shall levy liquidated damages at the rate of 2% per week subject to a maximum of 10% of the contract price.

**4.11 Termination Clause**

TCIL reserves the right to terminate the Contract/Lease at 1 (One) month notice.

In case of pre-mature termination of contract by TCIL, the Supplier shall be paid on proportionate basis for the period for which he has provided the service, after due deductions.

**- END OF SECTION 4 -**

## SECTION – 5

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

### TECHNICAL SPECIFICATIONS

#### 5.1 Introduction:

**Telecommunications Consultants India Limited (TCIL)** is a Govt. of India Enterprise under Ministry of Communications & IT. TCIL provides consultancy and project execution services in the fields of Telecom and IT and has successfully completed turnkey projects in India and several countries in Africa, Middle East, and SE Asia. TCIL is presently active in about 22 countries.

Telecommunications Consultants India Limited had set up a satellite and fibre optic based telecommunication network between India and Africa, named “Pan-African e-Network” for sharing its expertise in the fields of Education and Healthcare/Medicine. **The network is functioning from April 2008.**

The Pan-African e-Network connects 53 African Union member countries into one network through Satellite Hub Earth station in Africa, Very Small Aperture Terminal (VSATs) in all the 53 countries in Africa. Identified Super Specialty Hospitals and reputed Universities from India will be connected to the Hub earth station through under-sea fiber optics cable.

The main elements of the network architecture are as under

**a) India:**

- Data Center at TCIL Bhawan, New Delhi, India.
- 5 University Centers/Educational Institutions
- 12 Super Specialty Hospitals (SSHs)

**b) Africa:**

- A Satellite Hub Earth Station at Dakar, Senegal
- 5 Regional University Centers - one in each Region of Africa.
- 5 Regional Super Specialty Hospital in Africa - one in each Region.
- 53 University Tele-Education Learning Centers - one in each country.
- 53 Hospital for Tele-medicine Patient End Location Centers-one in each country.
- 53 VVIP Nodes, one in each country.

The list of University Centers in India is given at **ANNEXURE – I** and the list of Super Specialty Hospitals in India is given at **ANNEXURE – II**

#### 5.2 Scope of Work:

The bidder has to provide a end-to-end IP based network connecting Indian sites listed in Annexure I and Annexure II by MPLS network to the TCIL Datacenter at New Delhi. An IPLC link from TCIL datacenter to Satellite Hub Station in Dakar, Senegal including (local/last mile connectivity at both the ends) shall be established. Internet connectivity at TCIL datacenter shall also be provided.

- 5.2.1 The bidder shall provide a detailed network diagram indicating the architecture as well as the submarine cable routes, viz. normal as well as standby, selected for IPLC link. All the essential Network Elements viz. Routers, Modems, multiplexing equipment at the following centers shall be clearly mentioned in the design and to be supplied, installed, tested and commissioned.
- a) TCIL Data Center
  - b) 5 Nos. identified Universities in India as per the attached list.
  - c) 12 Nos. Super Specialty Hospitals.
  - d) Internet connectivity
- 5.2.2. Suggest suitable IP addressing schema utilized at all the above-mentioned locations.
- 5.2.3 The bidder shall provide a web-based tool at TCIL data center at New Delhi, to allow the monitoring of status of all the MPLS, NLD & Internet links in India and IPLC link till Satellite Hub at Dakar, Senegal. SNMP read only access to the router at Dakar, Hub earth station shall be provided.
- 5.2.4 The bidder shall provide the complete details about the last mile connectivity being offered for the identified universities and SSH in India.
- 5.2.5 The bidder shall propose fully resilient and self-healing network architecture for all the above mentioned links including last mile connectivity.

### 5.3 Service Requirements

The voice, video, data traffic from various locations in India is as follows:

- 5.3.1 Tele-education services from University studios in India to the remote locations in Africa through MPLS / IPLC:** The proposed links shall have the capability to unicast & multicast the live lectures from University Studio with desired MPEG1 or MPEG2 or MPEG4 or H.264 Encoding / Compression to the -n- number of remote classrooms in Africa across the network. Multicast IP services use a Class D IP. From the University studio, the live session will be transmitted through IP multicast with specific multicast address and Port.

In addition, the students shall be able to access the content from TCIL Data-Center through Internet and IPLC independently.

- 5.3.2 Tele-medicine services from identified super specialty hospitals in India to the remote hospitals in Africa through MPLS / IPLC:** The remote patient-end locations in Africa shall receive tele-medicine services from identified super-specialty hospitals in India. Each SSH shall have a separate unicast / multicast address and port. The return communication shall be through UDP unicast to the respective SSH.

- 5.3.3 Continuing Medical Education (CME) services from identified super specialty hospitals in India to the remote hospitals in Africa:** The service requirements are similar to tele-education services mentioned above but shall be originated from Super Specialty Hospitals for this purpose.

- 5.3.4 The bidder shall provide Customer support on 24 x 7 basis by providing a Helpdesk in India for MPLS, IPLC, ILD & Internet.**

**5.4 The Network connectivity requirements for providing the desired services is as under. The Bidder has to submit the Techno-commercial offer for providing all the links viz. IPLC, MPLS, NLD and Internet. Bids for providing only part connectivity shall not be considered.**

**5.4.1 IPLC Connectivity**

- 5.4.1.1 Connectivity from TCIL data center to IPLC landing station in India (NLD).
- 5.4.1.2 IPLC link from the landing station in India to the landing station in Dakar (Senegal, Africa).
- 5.4.1.3 Connectivity from landing Station in Dakar, Senegal to the Satellite Hub Station in Dakar, Senegal.

**5.4.2 MPLS Connectivity**

- 5.4.2.1 Connectivity from the identified universities (5 nos.) to the TCIL data center, New Delhi (MPLS).
- 5.4.2.2 Connectivity from the Super Specialty Hospitals (12 nos.) in India to the TCIL Data center located at New Delhi. (MPLS).

**5.4.3 Internet connectivity at Data-center in Delhi**

**5.5 Other Essential Requirements**

- 5.5.1 The connectivity from identified universities and SSH locations in India to TCIL data center shall be provided by the bidder **in MPLS configuration**. A schematic diagram with MPLS network is shown in figure 1.
- 5.5.2 The price quoted shall include all the necessary equipments viz., routers, modems, Multiplexing eqpt. and any other equipment required for successful operation of the network and to achieve the desired SLA parameters mentioned in 5.7.5 and 5.8.4 for IPLC and MPLS & NLD links respectively. The bidder shall give the list of items with their configurations and specifications, make and model No. along with qty that are being proposed in the network.
- 5.5.3 The bidder shall provide sufficient no. of spare LAN and WAN ports to support the MPLS, IPLC, NLD and internet connectivity. It is the responsibility of the bidder to design the link as per the requirements and quote accordingly.
- 5.5.4 At the Data centre, the Modem bank, Router and other network elements shall be securely installed in a Standard 19" rack.
- 5.5.5 The lease charges link-wise shall be paid from the date of commissioning of each link on **quarterly basis**.
- 5.5.6 Any item not specified in the BoQ but essential for successful operation of the network indicated in the scope of work (clause no.5.2) shall be supplied by the bidder. The technical details and the unit price for each of such items shall be quoted in the bid.
- 5.5.7 If at any time it is observed that a particular item is short/not supplied and is essentially required for the operation of the system, the bidder shall supply the same without any price implications to TCIL.

- 5.5.8** The bid evaluation shall be based on the grand total price for (A+B+C) as mentioned in BoQ and price schedule section -6.
- 5.5.9 The costs mentioned above shall be inclusive of all taxes payable in India and abroad.
- 5.5.10** As the network is already functioning, the bidders shall suggest suitable migration plan with minimum interruption.
- 5.5.11** The bidder shall provide the links, test that same & request for commissioning. Migration to the new network will be done only after all the links are commissioned.
- 5.5.12** The purchaser shall undertake end-to-end testing of all the links viz. Indian site to remote end. The tests include, BER, Throughput Measurement, EFS, SES and Network Latency. It is the responsibility of the bidder to arrange for the required Test and Measuring Instruments at all the ends. These tests shall be carried out as per ITU recommendations.

## **5.6 Service Level Parameters – Definitions**

### **5.6.1 Service Availability**

**Definition :**  $S = (A-B)/A \times 100$

Where A= is the total available time in hours in a quarter (2190 Hours)

B = total unavailable time in hours in the same quarter.

### **5.6.2 BER**

**Definition:** The Bit Error Ratio is the number of error bits counted over the test interval to the number of data bits examined in the test interval. The Standard Test Time for the IPLC services is 24 hours.

### **5.6.3 Error Free Seconds (EFS)**

**Definition:** The number of seconds, expressed as a percentage of the duration of the test excluding unavailable time that no error occurs. Error second is a one-second period in which one or more bits are in error or during which Loss of Signal (LOS) or Alarm Indication Signal (AIS) is detected.

### **5.6.4 Severely Errored Seconds (SES)**

**Definition:** It is a one-second period which has a bit-error ratio  $\geq 1 \cdot 10^{-3}$  or during which Loss of Signal (LOS) or Alarm Indication Signal (AIS) is detected.

### **5.6.5 Network Latency:**

**Definition:** Network latency is defined as the average round-trip delay between the ingress and egress Port at Core Nodes. TCIL shall monitor the round trip network latency between the Core Nodes, viz. the Data center at New Delhi and the Satellite Hub earth station at Dakar every five (5) minute interval. The measurements shall be recorded and the results averaged on a weekly basis. The end-to-end network latency should be within the limits prescribed in Service Level Parameters at 5.7.5.

### **5.6.6 Packet Delivery Ratio Guarantee:**

**Definition:** Percentage of packets that are successfully transported between the ingress and egress port.

## 5.7 International Private Leased Circuit (IPLC)

- 5.7.1 The IPLC (Submarine OFC) connectivity from Landing Station in India to Dakar, Senegal: The bidder shall ensure cross connect to the local service provider appointed by TCIL in a format of n x E1, G.703 Electrical interface at Dakar.
- 5.7.2 The solution shall include the routers and all the necessary network terminating equipments in India as well as in Dakar.
- 5.7.3 Capacity: IPLC shall be offered for the following capacities and time periods.
- i) 2xE1 (full duplex) Throughput link for **One year**.
  - ii) 4xE1 (full duplex) Throughput link for **Two year**.
- 5.7.4 Termination points for IPLC:
- i) Indian End: At the submarine cable landing station/ PoP of the service provider extended to TCIL Data center at New Delhi on NLD link.
  - ii) Africa End: The circuit has to be terminated at satellite Hub earth station at Gondoul, Dakar, Senegal, Africa.

### 5.7.5 Service Level Parameters – IPLC

- 5.7.5.1 Link availability shall be better than 99% calculated on quarterly basis.

For the IPLC services, below is the list of parameters, which shall be monitored at periodic intervals for the purpose of arriving at the Link Availability.

<b>BER</b>	1x10 E-8
<b>Error Seconds (ES) for E1 link</b>	12
<b>Severely Errored Seconds (SES) for E1 link</b>	4

The bidder shall perform a 24 Hr Acceptance Test as per ITU recommendations and the test report shall be submitted. Subsequently, at every instance of fault on the link, the bidder shall perform all the above tests in 15 Minute blocks for service assurance.

- 5.7.5.2 The round trip link latency of IPLC from the TCIL datacenter, New Delhi in India to the Satellite Hub station in Dakar shall not be more than **270-300 msec**. This can be recorded during the ATP (Acceptance Test Plan) and measured at regular intervals.
- 5.7.5.3 The Network (IPLC, MPLS, NLD) shall support multicast transmission packets throughout the network.
- 5.7.5.4 IPLC shall have well-defined restoration arrangements via alternative submarine cable for IPLC link to ensure the desired availability. The bidder shall give the complete details of restoration arrangement.
- 5.7.5.5 The bidder shall indicate the sub-marine cables on which the IPLC is built up, along with the route diagram and the POPs en-route.
- 5.7.5.6 The bidder shall submit fault restoration procedure in detail, including the organization for fault reporting and escalation procedures/methodologies.

## **5.8 Network Connectivity Requirements among the identified Universities and Super Specialty Hospitals (SSH) in India (MPLS and NLD).**

As per the Network architecture, Five (5 Nos.) identified Universities and (12 Nos.) Super Specialty Hospitals in India will be connected to the Data center at New Delhi, which will further be connected to the IPLC landing station in India. The address and contact person details of the identified Universities are enclosed in ANNEXURE - I. The address and contact person details of the identified SSH are enclosed in ANNEXURE - II

The aggregate traffic of both Tele-education and Tele-medicine content shall be routed through IPLC to the distant station at Dakar, Senegal, Africa. The traffic breakup of each port: 70% Video and 30% Data for all MPLS ports. However, the network shall support occasional voice.

**5.8.1** Bidder shall offer the connectivity among all the identified locations as described in 5.4.2, 5.4.3, 5.4.4 above in MPLS network and NLD link (Refer enclosed Architecture) Figure -1

**5.8.2 Links to be provided in MPLS network, NLD link and the capacity are as follows:**

5.8.2.1 Leased Links of **1Mbps (full duplex) Throughput** capacity from University Centers (UCs) to TCIL Data Center, New Delhi.

5.8.2.2 Leased Links of **1Mbps (full duplex) Throughput** capacity from Super Specialty Hospitals (SSH) in India TCIL Data Center, New Delhi.

5.8.2.3 **4 Mbps Throughput capacity (full duplex for one year), increased to 8 Mbps (full duplex for Two year) point-to-point NLD leased link between TCIL data center to the landing station in India.**

**5.8.3 The bidder shall provide the following details on MPLS network and also provide the compliance to the following technical conditions.**

5.8.3.1 Bidder shall indicate clearly the type of last mile connectivity being offered for each link.

5.8.3.2 The bidder shall give the detailed technical description for the proposed MPLS network.

5.8.3.3 The bidder shall give the equipment/systems proposed at each location with functionality.

5.8.3.4 The bidder shall provide the last mile connectivity at each location.

5.8.3.5 MPLS network Point of Presence of the bidder network shall be provided.

5.8.3.6 The traffic at each location shall be terminated on **10/100Mbps** Ethernet.

5.8.3.7 The successful bidder shall ensure measurable QoS for all Links.

- 5.8.3.8 It should be possible to prioritize voice packets over video & data packets and video packets over data packets. (voice may come in as a requirement later, so that network should be capable of handling voice in the proposed architecture without major changes like routers, modems, traffic flow etc)
- 5.8.3.9 It should be possible to carry multicast packets throughout the network.
- 5.8.3.10 The bidder shall submit fault restoration procedure in detail, including the organization for fault reporting and escalation procedures/methodologies. The bidder shall also submit detailed test procedures covering the measurement of all the Service Level Parameters.

#### **5.8.4 Service parameters for MPLS network and NLD links.**

- 5.8.4.1 Network uptime shall be more than 99.5% including last mile connectivity calculated on quarterly basis. The definitions given for various parameters are similar as given in clause 5.6.
- 5.8.4.2 The end-to-end packet loss shall be less than 0.3%. The bidder has to ensure the Packet delivery of more than 99.7% on all the links. The bidder has to submit the packet delivery at regular intervals and averaged on a quarterly basis at each site.
- 5.8.4.3 The round trip link latency from any site to respective data center (TCIL DC or IPLC landing station DC) in India should be less than 100ms. This can be recorded during the ATP (Acceptance Test Plan) and measured at regular intervals. The definitions are similar as given in clauses 5.6

### **5.9 Internet Connectivity**

The bidder has to provide Internet connectivity of 2 Mbps at TCIL Data Center in New Delhi for a period of 1 year and subsequently 3 Mbps for a period of 2 years.

### **5.10 Penalties**

- 5.10.1 **IPLC:** In case of failure of IPLC, degradation of IPLC link due to BER, or any other factor exceeding the limits prescribed in the SLA parameters (Clause 5.7.5) and hence affecting the performance of the link, no lease charges shall be paid for the duration of failure for the entire system which would include end-to-end connectivity covering IPLC, NLD and all MPLS links. Also penalty shall be imposed on the total amount for the entire system mentioned above. It will be calculated as given in 5.10.5.1 and 5.10.5.2. During the simultaneous failure of IPLC, MPLS and NLD links penalty shall be imposed on IPLC link as per 5.10.5.1 only.
- 5.10.2 **NLD:** In case of failure of NLD link, degradation of NLD link due to BER, or any other factor exceeding the limits prescribed in the SLA parameters (Clause 5.8.4) and hence affecting the performance of the link from data center at TCIL to the landing point in India, no lease charges shall be payable for all MPLS links as well as the NLD link. The penalty shall be imposed on the NLD and all MPLS links. It will be calculated as indicated in 5.10.5.2.

5.10.3 **MPLS Links:** MPLS link means the MPLS based circuit from the University/ Hospital in India to the TCIL data center/ IPLC landing station in India. In case of failure of any MPLS link, degradation of MPLS link due to BER, packet loss or any other factor exceeding the limits prescribed in the SLA parameters (Clause 5.8.4) and hence affecting the performance of the link, no lease charges shall be payable for the link which has failed for the duration of failure and the penalty shall be deducted for particular MPLS link. It will be calculated as indicated in 5.10.5.2.

5.10.4 **Internet Connectivity:** In case of failure of Internet link, no lease charges shall be payable during the period of failure of Internet connectivity and the penalty shall be deducted for the internet link. It will be calculated as indicated in 5.10.5.2 above.

5.10.5 If the bidder fails to maintain the link availability as specified in Service Level Parameters for IPLC link as mentioned in clause 5.7.5 and for MPLS & NLD network as per clause 5.8.4, penalty will be levied as follows:

5.10.5.1 For **IPLC Link:** As explained at 5.10.1 above, no lease charges will be paid for the duration for which the IPLC link is down. In addition, for services below 99% availability, in a quarter, the penalty will be calculated as per the table given below.

S.No.	IPLC Link Availability (Quarterly basis)	Penalty
1	100% to 99%	NIL
2	Below 99%-Up to 98.5%	5% of the total quarterly lease charges
3	Below 98.5%-Upto 97%	10% of the total quarterly lease charges
4	Below 97% -Up to 95%	20% of the total quarterly lease charges
5	Below 95%	30% of the total quarterly lease charges

5.10.5.2 For **MPLS links, NLD link and Internet link:** No lease charges will be paid for the duration for which the link is down. In addition, for services below 99.5% availability in a quarter, the penalty will be calculated as per the table given below.

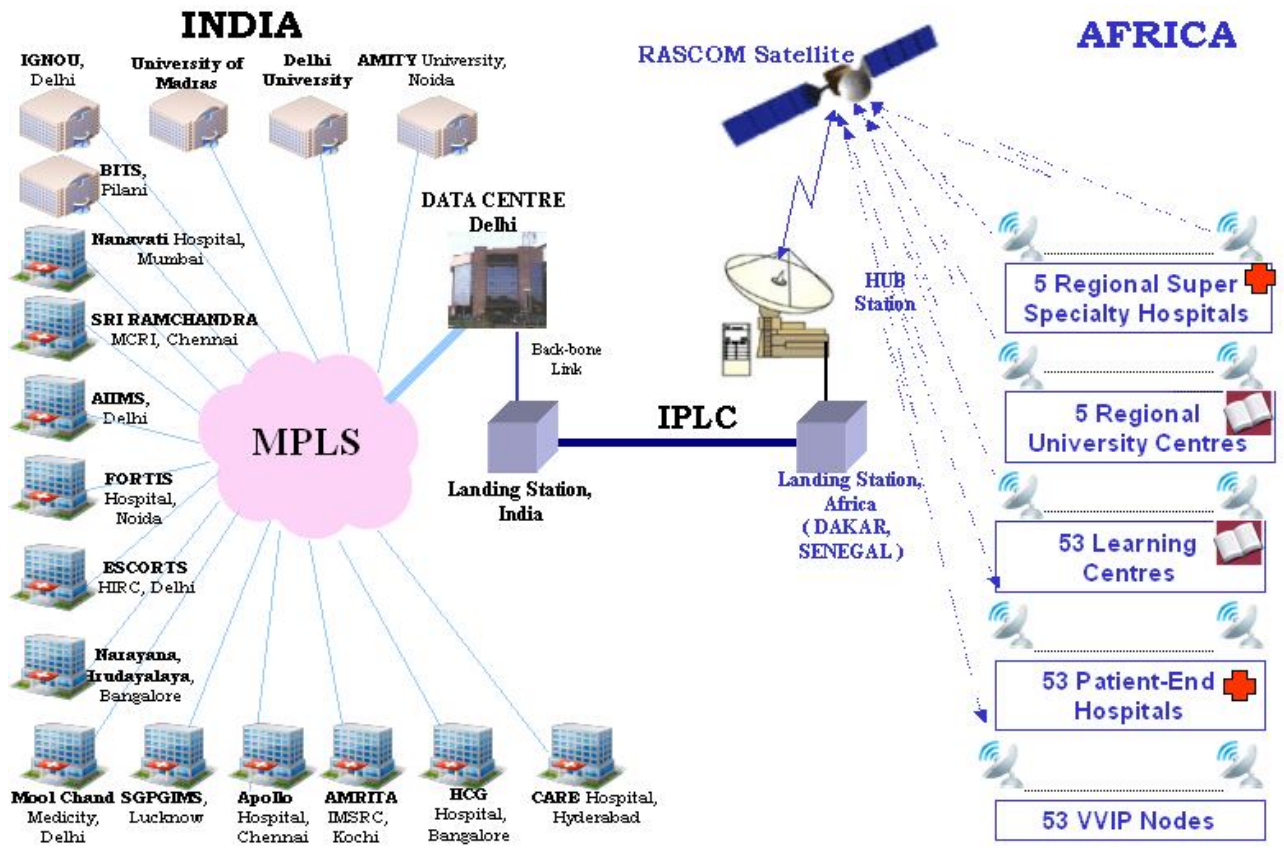
S.No.	Link Availability (Quarterly basis)	Penalty
1	100% to 99.5%	NIL
2	Below 99.5%-Up to 98.5%	5% of quarterly lease charges
3	Below 98.5%-Upto 97%	10% of quarterly lease charges
4	Below 97% -Up to 95%	20% of quarterly lease charges
5	Below 95%	30% of quarterly lease charges

## 5.11 General

The offer shall consist of the following:

1. Company Profile
2. Cable Details on which the capacity is being offered
3. Local Access Points and the connectivity details
4. Reliability figures
5. Security Aspects
6. Restoration Arrangement

FIGURE - 1



**ARCHITECTURE OF PAN-AFRICAN e-NETWORK**

**ANNEXURE – I**  
**LIST OF UNIVERSITIES**

<b>S. No.</b>	<b>Name of University with address</b>	<b>Contact No.</b>	<b>Email</b>	<b>Contact person</b>
1	University of Delhi, University road, Delhi 110007.	Tel 011- 27667011/ 27667190/ 27667041 Fax 011- 27667049	vc@du.ac.in	Vice-Chancellor: Prof. Deepak Pental, Mr. Chander Prakash ( Sect. To V.C) Dr.Sarita Datra, Director of Open Learning
2	University of Madras, Chepauk, Chennai 600005, Tamil Nadu.	Tel 044- 25361074	vcoffice@unom.ac.in	Vice-Chancellor: Prof. S.Ramachandran Mr.Ghose Bashu (Sect. To V.C))
3	Amity University Post Box No.503, Noida, 201301, U.P	Tel 0120- 2431463-466 Fax 0120- 2431870	vcau@amityuniversity.ac.in & kjs@amity.edu	Vice Chancellor: Major Gen. K. Jai Singh(Retd.)
4	Indira Gandhi National Open University, Maidan Garhi, New Delhi 110068.	Tel 011- 29534421, 29532636,295 32164	mkaushik@ignou.ac.in., vnr.pillai@ignou.ac.in	Vice-Chancellor: Prof. V.N.R.Pillai, Director: Prof. Madhulika Kaushik (E.M.P.C) ,
5	Birla Institute of Technology and Science, Vidhya Vihar Campus, Pilani, Rajasthan 333031.	Tel 01596- 242090 / 244117 Fax 01596- 244183	lkm@bits-pilani.ac.in	Director : Prof. L .K. Maheshwari  Mr.Mukesh, (Sec. to Director.)

## Super Specialty Hospitals

- 1. All India Institute of Medical Sciences, New Delhi**  
 Dr. Shashikant  
 Dept. of Community Medicine & Faculty Incharge, TeleMedicine.  
 All India Institute of Medical Sciences,  
 Ansari Nagar, New Delhi – 110029.  
 Mob: 0 - 9810464064, 9868397352.  
 E-mail: skant76@hotmail.com  
 Tel: 011 – 26594908; Fax: 011 - 26588663
- 2. Apollo Hospitals, Chennai.**  
 Prof K. Ganapathy  
 President, Apollo Telemedicine Networking Foundation,  
 Dept. of Telemedicine, Apollo Hospitals,  
 No.21, Greams Lane, Off Greams Road,  
 Chennai – 600006, Tamil Nadu.  
 Mob: 0 - 9840060579  
 Email: drkganapathy@gmail.com  
 Tel: 044 - 28295447 (TeleFax)
- 3. Narayana Hrudayalaya, Bangalore**  
 Dr. Devi Shetty  
 Chairman, Narayana Hrudayalaya  
 No.258/A, Bommasandra Industrial Area, Anekal Taluk,  
 Bangalore-560099, Karnataka.  
 Mob: 0 – 9880270633  
 E-mail: devishetty@hrudayalaya.com  
 Tel: 080 - 27835206 (Tele Fax)
- 4. Amrita Institute of Medical Sciences, Kochi.**  
 Dr Prem Nair  
 Managing Director,  
 Amrita Institute of Medical Sciences and Research Centre,  
 Amrita Lane, Elamakkara P. O, Kochi – 682 026, Kerala  
 Mob: 0 - 9447033915  
 E-mail: prem@aims.amrita.edu ; md@aims.amrita.edu  
 Tel: 0484 – 4006151, 2802124, 2802180
- 5. Fortis Hospital, Noida**  
 Brig. Dalip Kapur,  
 Head Center for Community Initiatives (Corporate Social Responsibility)  
 Mob: 0 - 9871455455  
 Email: dalip.kapur@fortishealthcare.com  
 Tel: 0120 – 2400222 Ext 1010, 3034; Fax: 0120 – 2403222
- 6. Healthcare Global Enterprises Limited, Bangalore**  
 Shri. Vineet Gupta  
 Group Medical Director  
 Diplomate American Board (Internal Medicine, Hematology, Medical Oncology)  
 HealthCare Global Enterprises Limited,  
 HCG Towers, # 8, P. Kalinga Rao Road,  
 Sampangi Rama Nagar, Bangalore – 560 027, Karnataka  
 Mob: 0 – 9880914343  
 E-mail: oncofellow@yahoo.com  
 Tel: 080 – 40206311, Fax: 080 - 22109080

- 7. CARE Hospitals, Hyderabad**  
Mr. S. G. Prasad  
Chief of Care Foundation  
Mob: 0 – 9849018022  
Email: prasad\_sistla@hotmail.com  
Tel: 040 – 30418658
- 8. Sri Ramchandra Medical Center, Chennai**  
Prof. K. Selvakumar,  
Prof. of Neurosurgery, Chairman - Telemedicine,  
Sri Ramachandra Medical College & Research Institute,  
No.1, Ramachandra Nagar, Porur, Chennai - 600 116, Tamil Nadu.  
Mob: 0 - 9840043641  
Email: selvaneuro@yahoo.com  
Tel: 044 – 24765588, Fax: 044 – 24769783
- 9. Escorts Heart Institute and Research Centre, New Delhi**  
Mr. Rajeev Gupta  
Co-ordinator – Pan African e-Network Project,  
Escorts Hearts Institute and Research Centre,  
Okhla Road, New Delhi – 110025.  
Mob: 0 – 9910968968  
Email: rajeev.gupta@fortishealthcare.com  
Tel: 011 - 47135000, Extn: 4020
- 10. Moolchand Medicity, New Delhi**  
Mr. Vibhu Talwar  
Chief Operating Officer,  
Moolchand Khairati Ram Hospital,  
Lajpat Nagar – III, New Delhi- 110003.  
Mob: 0 - 9818566644  
Email: vibhu.talwar@moolchandhealthcare.com  
Tel: 011 – 42000000, Fax: 011 – 42000300
- 11. Dr. Balabhai Nanavati Hospital, Mumbai**  
Dr. Pavan Kumar  
Consultant Cardiac Surgeon & Co-ordinator Telemedicine Department,  
Dr. Balabhai Nanavati Hospital, S. V. Road, Vile Parle (West), Mumbai - 400056  
Mob: 0 - 9820086580  
Email: drpavan7@gmail.com  
Tel: 022 – 26103995 (TeleFax)
- 12. Sanjay Gandhi Post Graduate Institute of Medical Sciences, Lucknow**  
Prof. S. K. Mishra,  
Prof. & Head, Dept. of Endocrine Surgery,  
Nodal Officer, Telemedicine, School of Telemedicine & Biomedical Informatics,  
Sanjay Gandhi Post Graduate Institute of Medical Sciences  
Raibareli Road, Lucknow – 226014,  
Uttar Pradesh.  
Mobile: 0 – 9415025568  
Email: skmishra\_1956@yahoo.com

**- END OF SECTION 5 -**

**SECTION – 6**

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

**BILL OF QUANTITY AND PRICE BID SCHEDULE**

S. No.	Description	Qty.	Unit Price per Annum with Currency	Applicable Service Tax		All inclusive Unit Price per Annum	All inclusive Total Price for the required period
				%	Value		
<b>A</b>	<b>IPLC Link between Landing station in India to Landing Station at Dakar (Capital of Senegal) as per the details given below</b>						
A.1	2 x E1 (full duplex) link for a period of <b>One Year</b> from a mutually agreed date.	1 link					
A.2	4 x E1 (full duplex) link for a period of <b>Two years after completion of One Year for the link mentioned in S. No. A.1 above.</b>	1 link					
	<b>TOTAL COST - A</b>						
	<b>(Links as mentioned in A.1&amp; A.2 above for a period of Three years)</b>						
<b>B</b>	<b>MPLS Network (The bidder has to provide the cost of each of the following links for a period of 3 years)</b>						
B.1	1 Mbps (full duplex) link from University to TCIL Data center on MPLS. (Please refer Annexure-I of Section-5 for University locations. The bidder has to provide the cost for each link separately)						
B.1.1	University of Delhi, New Delhi	1 link					
B.1.2	University of Madras, Chennai	1 link					
B.1.3	Amity University, Noida, U.P	1 link					
B.1.4	Indira Gandhi National Open University, New Delhi.	1 link					
B.1.5	Birla Institute of Technology and Science, Pilani	1 link					
B.2	1 Mbps (full duplex) link from Super Specialist Hospital (SSH) to TCIL Data center on MPLS. (Please refer Annexure-II of Section-5 for SSH locations. The bidder has to provide the cost for each link separately)						
B.2.1	<b>Apollo Hospitals, Chennai,</b>	1 link					
B.2.2	<b>Amrita institute of Medical Science and Research Centre, Kochi,</b>	1 link					
B.2.3	<b>Narayana Hrudyalaya, Bangalore</b>	1 link					
B.2.4	<b>All India Institute of Medical Sciences, New Delhi</b>	1 link					
B.2.5	<b>Sanjay Gandhi Postgraduate Institute of</b>	1 link					

	<b>Medical Science, Lucknow</b>					
B.2.6	<b>CARE Hospitals, Hyderabad.</b>	1 link				
B.2.7	<b>Fortis Hospital, Noida.</b>	1 link				
B.2.8	<b>Dr. Balabhai Nanavati Hospital, Mumbai</b>	1 link				
B.2.9	<b>Health Care Global, Bangalore</b>	1 link				
B.2.10	<b>Escorts Heart Institute and Research Center Ltd, New Delhi.</b>	1 link				
B.2.11	<b>Mool Chand Khairati Ram Hospital, New Delhi</b>	1 link				
B.2.12	<b>Sri Ramchandra Medical Collage and Research Institute, Porur, Chennai</b>	1 link				
B.3	NLD from TCIL datacenter to IPLC Landing Station in India					
B.3.1	2 x E1 Mbps (full duplex) link from TCIL data center to Landing station in India on Leased line for One Year	1 link				
B.3.2	4 x E1 Mbps (full duplex) link from TCIL data center to Landing station in India on Leased line for Two years after completion of One year for the link mentioned in B.3.1 above	1 link				
	<b>TOTAL COST -B</b>					
	(Cost for 5 links of universities plus cost of 12 links of SSHs plus cost of NLD link from TCIL data center to Landing station in India. All for a period of 3 years).					
<b>C</b>	<b>Internet Connectivity</b>					
C.1	Internet connectivity of 2 Mbps capacity at TCIL Data Center for 1 year from mutually agreed date.	1 link				
C.2	<b>Internet connectivity of 3 Mbps capacity at TCIL data center for 2 years from mutually agreed date.</b>	1 link				
	<b>TOTAL COST - C</b>					
	(Links 1 and 2 mentioned in C for 3 years).					
	<b>TOTAL BID VALUE (A+B+C)</b>					

**Note:**

1. Items such as Routers, Modems, MUX etc. required for Commissioning, Operation and Management of the links at all the ends including the end at Dakar described in A, B and C of BoQ & price schedule in Section-6 above shall be supplied within the quoted price to achieve the assured uptime as per the SLA. The bidder shall give the list of items with their configurations and specifications make and model No. along with qty that are being proposed in the network.
2. The bidder shall propose router with sufficient No. of LAN and WAN ports with at least 2 spare WAN ports at specifically TCIL Data Centre & IPLC Landing Station in India.

3. At the Data Centre, the Modem Bank, Router and Other Network Element shall be securely installed in the Standard 19" Rack.
4. Link- wise lease charges shall be paid from the actual date of commissioning of each link on quarterly basis.
5. Any item not specified in the BoQ but essential for successful operation of IPLC, MPLS and Internet shall be supplied by the bidder without any additional cost to TCIL.
6. If at any time it is observed that a particular item is short supplied and is essentially required for the operation of the system, the bidder shall supply the same without any price implications to TCIL.
7. The costs mentioned above shall be inclusive of Service Tax payable in India.
8. The Bidder has to submit un-priced "Bill of Quantity and Price Bid Schedule" exactly in the same format given in Section-6. In case this is not submitted along with the Technical Bid, the same shall be considered incomplete.
9. Evaluation shall be done in INR on the basis of currency exchange rate prevailing on the close of the date of opening of the Part-I (Techno-Commercial Bid). TT Buying Rate shall be applicable.
10. **Note for Foreign Supplier (Who are not liable to pay Service Tax in India)**  
For Services rendered in India, element of Service Tax as applicable and payable by the Purchaser shall be added to the total cost for the purpose of evaluation.

**- END OF SECTION 6 -**

**SECTION – 7**

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

**FORMAT OF BID BOND (EMD)**

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (a) **fails or refuses to execute the Contract, if required; or**
  - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

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

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

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

**- END OF SECTION 7 -**

**SECTION-8**

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**  
**(TO BE ISSUED BY A DELHI BRANCH)**

M/s Telecommunications Consultants India Ltd.,  
TCIL Bhawan, Greater Kailash-I  
New Delhi – 110 048 (INDIA)

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No. :** \_\_\_\_\_

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with/on M/s \_\_\_\_\_ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
Authorized Signature  
Manager  
Seal of Bank

**- END OF SECTION 8 -**

**SECTION-9**

**Tender No.: TCIL/15/1313/I/11-MM/25E**

**September 28, 2011**

**BID SUBMISSION FORM**

Offer No.: \_\_\_\_\_

Date: \_\_\_\_\_

To

Group General Manager (MM)  
Telecommunications Consultants India Limited  
TCIL Bhawan, Greater Kailash-I,  
New Delhi-110 048 (INDIA).

Dear Sir,

In response to your **Tender No. TCIL/15/1313/I/11-MM/25E** dated **September 28, 2011** for **Providing of International Private Leased Circuit (IPLC) between New Delhi and Dakar, Senegal along with MPLS Links and Internet Connectivity in India for existing Pan-Africa e-Network Project**, 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. TIN Number : \_\_\_\_\_  
State : \_\_\_\_\_
11. Service Tax Regn. No. : \_\_\_\_\_
12. ECC Number : \_\_\_\_\_

13. Bank Account No. : \_\_\_\_\_  
 IFSC / NEFT Code : \_\_\_\_\_  
 Name of the Bank : \_\_\_\_\_  
 Address of the Branch : \_\_\_\_\_

14. 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 : \_\_\_\_\_

15. Particulars of Tender Fee

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

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
<b>Average Turnover</b>		

17. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

18. 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 your 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

Name:

Designation:

Seal:

**- END OF SECTION 9 -**

**SECTION - 10**

Tender No.: TCIL/15/1313/I/11-MM/25E

September 28, 2011

**INTEGRITY PACT**

**Annexure 'X'**

**Between**

**Telecommunications Consultants India Ltd. (TCIL) hereinafter referred to as “The Principal”**

**And**

**.....hereinafter referred to as “The Bidder/Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s) and expects the Bidder(s) and/or Contractor(s) to reciprocate the same. The Bidder(s) and/or Contractor(s) also agree to the principles of integrity and transparency in the tender process.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Further, the Principal and The Bidder/Contractor agrees to the following:

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. PRINCIPAL is committed to have ethical and corruption free business dealings with Bidder(s)/contractor(s).
  - b. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - c. The Principal will, during the tender process treat all Bidder(s) with equity and reason and will deal with them in a fair and transparent manner. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- d. The Principal will exclude from the process all known prejudiced persons.
  - e. PRINCIPAL will honour its commitments and make due payments to The Bidder(s)/Contractor(s) in a timely manner.
  - f. PRINCIPAL will initiate action and pursue it vigorously whenever unethical behaviour occurs or is suspected to have occurred.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) 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 cartelisation in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use impropriety, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. The Bidder(s)/Contractor(s) will not make any false or misleading allegations against the principal or its associates.
  - f. The Bidder/Contractor will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with PRINCIPAL
  - g. The Bidder(s)/Contractor(s) will promote and observe best ethical practices within its organization.

- h. The Bidder(s)/Contractor(s) will promptly inform the Independent Monitor(of PRINCIPAL) If he receives demand for a bribe or illegal payment/benefit and
  - i. If comes to know of any unethical or illegal practice in PRINCIPAL.
  - ii. If he makes any payment to any PRINCIPAL Associate.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Annex-“A”.

### **Section 4 - Compensation for Damages**

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.
- (iii) The Bidders/Contractors in addition to above will also be liable to damages as determined by the Principal based on the recommendations of IEMs.

### **Section 5 - Previous transgression**

- (i) The Bidder declares that no previous transgressions occurred in the last 3 years conforming to the anti corruption approach with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors**

- (i) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidder(s) /Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Corporate Vigilance Office and may initiate criminal proceedings against the violating Bidder(s)/Contractor(s).

## **Section 8 – Independent External Monitor/Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, TCIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, TCIL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, TCIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and TCIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other unsuccessful bidders, 3 months after the contract has been awarded.

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 CMD, TCIL.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notice need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

\_\_\_\_\_

**(For & On behalf of the Principal)**

**(For & On behalf of Bidder/Contractor)**

**(Office Seal)**

**(Office Seal)**

**Place -----**

**Date -----**

**Witness 1:**

**(Name & Address)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness 2:**

**(Name & Address)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Guidelines of TCIL on Banning of Business Dealings

### **1. Introduction**

- 1.1.1 Telecommunications Consultants India Limited (TCIL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. TCIL has also to safeguard its commercial interests. TCIL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of TCIL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on TCIL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2. Scope**

- 2.1 The General Conditions of Contract (GCC) of TCIL should generally provide that TCIL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any bidder/contractor has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (TCIL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Units of TCIL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other.
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - a) For Company Wide Banning (entire TCIL) the **Director (Projects)** shall be the 'Competent Authority' for the purpose of these guidelines. **CMD, TCIL** shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Suppliers of Imported Equipment.
  - b) For Units level banning: Any **officer not below the rank of ED** shall be the 'Competent Authority' for the purpose of these guidelines. The Director (Projects) shall be the 'Appellate Authority' in all such cases.
  - c) For banning of business dealings with Suppliers of Imported Equipment, **TCIL Directors' Committee (TDC), consisting of Director(Technical), Director (Finance), Director (Projects)** of TCIL, shall be the 'Competent Authority'. The Appeal against the Order passed by TDC shall lie with CMD, as First Appellate Authority.
  - d) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach TCIL Board as Second Appellate Authority.
  - e) CMD, TCIL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

### 4. Initiation of Banning / Suspension:

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part.

## 5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with TCIL is under investigation by any department (except Suppliers of Imported Equipment), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of TCIL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units of TCIL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Suppliers of Imported Equipment following shall be the procedure: -

- i) Suspension of the foreign suppliers shall apply through out the Company.
- ii) If gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of TCIL to continue to deal with such agency, pending investigation, Unit dealing with agency may send such recommendation on the matter to a Committee consisting of the following:

1. ED (TG)
2. ED (T)
3. ED (F&BD)
4. GGM (MM)

The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days.

- iii) The comments / recommendations of the Committee shall then be placed before TCIL Directors' Committee (TDC). If TDC opines that it is a fit case for suspension, TDC may pass necessary orders which shall be communicated to the supplier of Imported Equipment.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6. Ground on which Banning of Business Dealings can be initiated**
- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or TCIL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of TCIL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (TCIL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (TCIL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (TCIL) or even otherwise;

- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (TCIL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company. However, the Competent Authority of the Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct /default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of the Company.
- 7.2 For Company-wide banning, the proposal should be sent through the Head of the Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers.

The Corporate Office shall process the proposal of the Unit for a prima- facie view in the matter by the Competent Authority nominated for Company-wide banning.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Office shall issue a show-cause notice to the agency conveying why it should not be banned throughout TCIL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3 There will be a Standing Committee in Corporate Office and each Unit to be appointed by CMD, TCIL for processing the cases of "Banning of Business Dealings" except for banning of business dealings with suppliers of Imported Equipment. The functions of the committee shall, inter-alia include:
  - i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

## 7.5 Procedure for Banning of Business Dealings with Suppliers of Imported Equipment.

- i) Banning of the agencies shall apply through out the Company.
- ii) Depending upon the gravity of the alleged misconduct the investigation report with all relevant details shall be placed before a Committee consisting of the following:-
  1. ED (TG)
  2. ED (T)
  3. ED (F&BD)
  4. GGM (MM)

The Committee shall examine the proposal and give its comments / recommendations within 21 days.

- iii) The comments / recommendations of the Committee shall be placed before TCIL Directors' Committee (TDC). If TDC opines that it is a fit case for initiating banning action, it will direct to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, TDC will consider & award decision on case.
- v) The decision of the TDC shall be communicated to the agency.

## 8. Show-cause Notice

- 8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence.
- 8.2 If the Agency requests for inspection of any relevant document in possession of TCIL, necessary facility for inspection of documents may be provided.
- 8.3 The Competent Authority may consider and pass an appropriate speaking order:
  - a) For exonerating the Agency if the charges are not established;
  - b) For banning the business dealing with the Agency.
- 8.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## 9. Appeal against the Decision of the Competent Authority

- 9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be

preferred within one month from the date of receipt of the order banning business dealing, etc.

- 9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**10. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

**11. Circulation of the names of Agencies with whom Business Dealings have been banned.**

- 11.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 11.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 11.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, TCIL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 11.4 Based on the above, Units may formulate their own procedure for implementation of the Guidelines.

**(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)**

Date :

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Tender No. / Contract No. \_\_\_\_\_

- 1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.**
- 2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.**
- 3. Application be made in triplicate – one shall be sent to TCIL and two copies of the same shall be sent to IEM.**

A) PRE-TENDER STAGE

I) Please provide the following information: -

- a) Whether tender document has been purchased. Yes / No  
(If Yes, indicate the Receipt No.)
- b) If downloaded from website, whether fee for the same has been deposited. Yes / No
- c) Whether the query has been given to TCIL before submission to IEM Yes / No  
(If Yes, please state the date of submission of query).
- d) If reply has been received, please attach a copy of the reply.

II) Please state the query in clear terms giving reference to the clause in the tender.

B) ISSUES RELATING TO EVALUATION OF TENDERS :

- I) Whether any reference has been made to TCIL Yes / No  
(If Yes, reply received from TCIL be attached.)
- II) Issue on which reference is being made.
- III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTATION STAGE

I) Date of signing of the contract.

II) Please state whether the Performance Guarantee has been submitted in terms of the contract.

Yes / No

III) Agreement Clause No. against which the complaint is being made.

IV) Integrity Pact clause under which reference is being made.

D) ISSUES REFERENCE : (Please State the query)

I) Please state whether any reference was made to TCIL.  
(If Yes, reply of TCIL be attached)

Yes / No

II) In case no reference is made, please note that first reference is required to be made to TCIL unless the issue relates to any corrupt practice.

Signature \_\_\_\_\_

Name of the Company \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Mob. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-MAIL \_\_\_\_\_

(Please attach separate sheets for detailing the issues, if need be)

**- END OF SECTION 10 -**