

SECTION-7**MANUFACTURER'S AUTHORISATION FORM**

(Format given in client's tender should be used by the OEM for authorizing TCIL. In case, no such format is available in client's tender, then this format shall be used)

[Head of Department]

Dear Sir,

Ref: Your [document No] _____ dated _____

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

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

(Please provide reason here).

We also hereby extend our full warranty, CAMC as applicable as per Client's [tender No.] and [tender name], read with modification, if any, for the goods and services offered for supply by the above firm against this EOI document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of M/s _____

[Name & address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the Authorization letter / Board Resolution to legally bind the manufacturer. Original letter may be sent.

END OF SECTION-7

SECTION - 8**BID SECURITY / EARNEST MONEY DEPOSIT (EMD) FORMATS****A. BANK GUARANTEE (BG) - EMD FORMAT**

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (i) fails or refuses to execute the Contract, if required; or
 - (ii) The successful bidder fails to submit performance security within the prescribed time or
 - (iii) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract / PO / tender by the vendor.

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

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

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

B. INSURANCE SURETY BOND – EMD FORMAT

(To be stamped in accordance with Stamp Act of India)

(TO BE ISSUED FROM A DELHI BRANCH)

This BOND is made as a deed AMONG the following parties

The “Bidder” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

Whereas (hereinafter called “the Bidder”) has submitted its bid dated for the vide Tender No. dated

KNOW ALL MEN by these presents that We Of Having our registered office at (hereinafter called “the Surety Insurer”) irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) to the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - i. Fails or refuses to execute the Contract, if required; or
 - ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.
 - or
 - iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

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

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Name & Signature of witness

Address of witness

Signature of the authorized Surety Insurer

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

END OF SECTION-8

SECTION-9**AUTHORIZATION LETTER****Format for Authorization letter to be submitted by Bidder**

Know all men by these presents that we (name of Company) _____, incorporated in India under the Companies Act, 1956 and having its Registered Office at _____. (India) ("Hereinafter called the Company") DOTH hereby nominate, constitute and appoint (Name, Designation) _____, S/o _____ to be true and lawful authorized signatory in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (EOI No, EOI Date, EOI Description) _____, _____, _____ and all affairs ancillary or incidental thereto.
2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said authorized signatory shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its authorized signatory shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

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

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

Signature: _____

Signature of (Name, Designation) _____

CERTIFIED

Signature: _____

WITNESS:

Signature: _____

(Name, Designation): _____

END OF SECTION-9

SECTION-10**MAKE IN INDIA UNDERTAKING – Not applicable**

(Formats available in client's tender shall prevail. To be submitted by OEMs for submission in client's tender)

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

"We M/s _____ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. _____ dated _____ against Tender No. _____ dated _____. Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

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

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

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. _____ dated _____ against TCIL Tender No. ----- dated ---- by M/s. _____ (Name of the bidder).

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

C. CALCULATION OF LOCAL CONTENT – NOT APPLICABLE

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

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

(To be used by bidder for their internal calculation and to submit if demanded by TCIL at any stage)

D. FORMAT OF SELF CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR TELECOM PRODUCTS, SERVICES OR WORKS – NOT APPLICABLE

(DoT's latest order/notification may be referred at <https://dot.gov.in/public-procurement-preference-make-india>)

(To be submitted on non-judicial stamp paper of the value Rs 100/-)

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

Date on which this certificate is issued

Telecom Product/Services/Works for which the certificate is produced.

Procuring agency to whom the certificate is furnished.

Percentage of LC claimed.

Name and contact details of the unit of the manufacturer.

Sale Price of the product.

Ex-Factory Price of the product.

Freight, insurance and handling.

Total Bill of Material.

List and total cost value of inputs used for manufacture of the Telecom product/Services/Works.

List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.

List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

Imported items sourced locally from resellers/distributors.

The license fees / royalties paid/ technical charges paid out of India.

Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPPMII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024. I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation: CEO/MD

Address:

Email Address:

Mobile No.:

Place:

Date:

Notes:

1. During project execution for contracts > INR 10 Cr, contractor shall submit local content certificate, duly certified by practicing cost / chartered accountant. If not possible during project execution, the certificate by practicing cost / chartered accountant shall be submitted after project completion.
2. If the stipulated local content requirements are not met or the 'Class' of the supplier is downgraded, penalty up to 10% of contract value may be imposed. Contract shall not be terminated on this account.
3. Decisions on complaints shall be from the Competent Authority. False Declaration shall be handled as per breach of Code of Integrity.
4. Manufacturers manufacturing under Production Linked Incentive (PLI) Scheme shall be treated as deemed as Class-II suppliers, unless they meet Class-I min. local content for that item. This shall be applicable for specific time period only (as notified).

END OF SECTION-10

SECTION-11**NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To
[Head of Department]
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

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

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to the subject EOI/ NIT.

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under the subject EOI/ NIT.
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-11

SECTION-12**UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT**

Sub: Undertaking as per Eligibility Conditions in EOI No. _____ dated _____

We, [name of the bidder], hereby undertake that:

- i. We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.
- ii. In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020 (and its amendments as issued from time to time), we hereby submit that:
We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.
We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered.
[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

This undertaking from the OEMs for submission in TCIL's bid against the client's tender (enclosed)
OR

We declare that the undertaking from the OEMs for submission in TCIL's bid against the client's tender shall be submitted before opening of financial bid.

- iii. TCIL has not cancelled any Purchase Order(s) for any Project which was placed on us, on risk & cost basis for non-performance or non-submission of performance guarantee in the last 2 years.
- iv. In compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022, we hereby undertake that we shall provide formally certified skilled workforce or we commit to the effect that we would ensure that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at our own cost.
- v. All the documents/ certificates/ information submitted by us against this EOI are genuine.
- vi. We shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case we are found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- vii. We hereby declare that our bid has No-Deviation against TCIL's EOI and Client's tender [client tender no. & date). Compliance statement from OEMs is enclosed.
- viii. *The Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender is/are enclosed.*

OR

We shall submit the Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender before opening the financial bid.

(Signature of the Authorized signatory)

END OF SECTION-12

SECTION-13**BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

In response to your Tender No. _____, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorized Person -
Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person
Name: : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. GST Regn. No. with Address : _____

11. Beneficiary's complete Bank Details.
Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____
12. Particulars of EMD
Amount : Rs. _____
Mode of Payment (DD/BG) : _____
DD/BG No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____
Validity of BG : _____
13. Particulars of Tender Fee
Amount : Rs. _____

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

14. Turnover of the Bidder in last 3 years:

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

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

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

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

i) _____

ii) _____

iii) _____

DECLARATION

- We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of the Tender.
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- We certify that the information mentioned above are true and correct to best of our knowledge.

Place:
Date:

Signature of Authorized Signatory with Seal
Name:
Designation:

END OF SECTION -13

SECTION-14**EOI CHECKLIST**

Sl.	Document	Submitted (Yes or No)
1	Tender Fee (if applicable)	Not applicable
2	EMD (BG / DD / NEFT / Insurance Surety Bond / FDR etc.)	Not applicable
3	For MSE Exemption, Udyam Registration Certificate and Statutory Auditor Certificate for Investment in Plant and Machinery.	Not applicable
4	For Start-Up Exemption, DPIIT certificate	Not applicable
5	Authorization Letter/Board Resolution (for bid signing authority)	
6	Make in India Undertaking	Not applicable
7	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
8	Documents against Financial Eligibility Criteria	
9	Documents against Similar Work Experience Eligibility Criteria	
10	PAN & GST Registration Certificate (or undertaking, if applicable)	VAT certificate
11	Manufacturer's Authorization Certificate (MAF) or undertaking, as applicable	If applicable
12	Undertaking against Eligibility Criteria Requirements	
13	No-Conviction Certificate	
14	PF Registration	PASI certificate
15	Undertaking for Local Office (if applicable)	
16	Consortium Agreement (if applicable)	
17	Technical Brochure and Data-Sheets	
18	Integrity Pact document (if applicable)	
17	Bid Submission Form	
18	NDA (if applicable)	
19	Undertaking for submission of performance security	
20	Undertaking by MSME bidders regarding registration on TReDS and Samadhan portal	Not applicable
21	Undertaking for back-to-back Payment Terms	
22	Any other undertaking/ document as per EOI/ NIT.	

END OF SECTION-14

SECTION-15**RATE CONTRACT – NOT APPLICABLE**

[The following terms and conditions need to be included in Rate Contracts only]

[Other terms and conditions shall be as per EOI format]

(Refer point 22 of Procurement/ EOI guidelines)

1. The quantity to be supplied during the currency of the rate contract is not fixed and will be decided based on their actual requirement as per approved Budget/ Indent on “as and when required” basis.
2. TCIL can place the orders during the validity of the rate contract period at the same rate, terms and conditions.
3. Normally, no variation is allowed except statutory variations in Sales Tax and Excise Duties. Sometimes, there are significant variations in the raw-material prices during the rate contract period. If there are downward variations and the client insists for revised quotations, the earlier rate contract is cancelled and new tenders are invited.
4. **FALL CLAUSE (applicable for Rate Contract)**
 - a) The prices once fixed will remain valid during currency of rate contract. Further, if at any time during the contract
 - i. It comes to the notice of purchaser regarding reduction of price by the supplier/vendor for the same or similar equipment/ service;
And/or
 - ii. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

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

- b) The vendor during any time of the currency of the rate contract, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case clarification is required by TCIL, the vendor supplier shall produce related documents such as PO/Agreement etc.

END OF SECTION-15

SECTION -16**PERFORMANCE SECURITY FORMAT****A. PERFORMANCE BANK GUARANTEE (PBG) FORMAT****(TO BE ISSUED BY A DELHI BRANCH)**

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

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No: _____

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

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

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

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

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

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

Authorized Signature
Manager
Seal of Bank
Contact details

Note:

Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. TCIL's bank details are as under:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi-110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

B. INSURANCE SURETY BOND – PERFORMANCE SECURITY FORMAT

(To be stamped)

(TO BE ISSUED BY A LOCAL BRANCH)

M/s Telecommunications Consultants India Ltd.,
PO Box 2292, PC 112, Ruwi,
Muscat, Sultanate of Oman

Surety Bond No: _____

This BOND is made as a deed AMONG the following parties

The “Supplier” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/EOI Number datedand having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

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

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