

**Government of India
Ministry of Communications
Department of Telecommunications
National Telecommunications Institute for Policy Research,
Innovation and Training
Admin Building, ALTTC Campus, Govt. of India Enclave, Ghaziabad-201002**

REQUEST FOR PROPOSAL (RFP)

**for conducting Foundation Course for Officer Trainees of
Indian Telecom Service (ITS) Group-A and
P&T BWS Group-A**

(Download document from <https://eprocure.gov.in>)

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SECTION-I

**Government of India
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NOTICE INVITING REQUEST FOR PROPOSAL(RFP)

**for conducting Foundation Course for Officer
Trainees of Indian Telecom Service (ITS) Group-A
and P&T BWS Group-A**

Tender No.:14-08/2015-NTI.Trg

Dated: 05.02.2018

E-bids against Request for Proposal (RFP) under two stage bidding system are invited by Sr. DDG (NTIPRIT), on behalf of President of India, from Eligible institutes for conducting Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A. The schedule of RFP is as under:

Estimated cost of tender	₹ 2.66 Crores
Request for Proposal (RFP) Tender Fee	Nil
Earnest Money Deposit (EMD)	₹ 5.32 Lakhs
Date/Time of Publishing of e-Tender	1100 Hrs of 05.02.2018
Document Download Start Date/Time	1100 Hrs of 05.02.2018
Document Download End Date/Time	1500 Hrs of 09.03.2018
Clarification Start Date/Time	1100 Hrs of 05.02.2018
Date & Time of Pre Bid Conference	1100 Hrs of 12.02.2018
Clarification End Date/Time	1500 Hrs of 14.02.2018
Bid Submission Start Date/Time	1100 Hrs of 01.03.2018
Bid Submission End Date/Time	1500 Hrs of 09.03.2018
Date/Time of opening of Technical- Bid	1500 Hrs of 12.03.2018
Date/Time of opening of Financial- Bid	Will be intimated later on CPP portal

The RFP document is available on website <https://eprocure.gov.in>. The intending bidders may download the e-tender document from the above mentioned website. The interested bidders may submit the bids online at <https://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Bids are to be submitted only online through the e-procurement portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of bid are also to be scanned and uploaded along with the RFP document. Bid sent by any other mode will not be accepted.

The bidder shall upload the e-bids and submit original 'Pre-Bid/ Pre-Contract Integrity Pact', Demand Drafts/ Banker's Cheque/ Bank Guarantee/ Fixed Deposit (FD) in respect of EMD drawn in any Scheduled Bank in Delhi, in favour of Accounts Officer (Cash) TEC, New Delhi; to ADG(E&A), Room No. 703, NTIPRIT, Admin Building, ALTTC Campus, Government of India Enclave, Rajnagar, Ghaziabad (U.P.)-201002 before scheduled date & time. E-Bid submitted without EMD in the prescribed formats will not be accepted.

Director (E & A)
NTIPRIT, Ghaziabad
0120-2709007

SECTION-II

Request For Proposals (RFP)

Technical & Financial bids for conducting Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A

The National Telecommunications Institute for Policy Research, Innovations & Training (NTIPRIT) is a premier training institute of the Department of Telecommunications, Govt. of India. The NTIPRIT is a Central Training Institute (CTI) enlisted with DoP&T and administers, inter-alia, the two-year Induction Training curriculum to the Indian Telecom Service (ITS) Group-A Officers as well as to P&T Building Works Services Group-A officers recruited through UPSC Engineering Service Examination.

2. At present, the Officer Trainees of ITS-2014 batch (fifteen OTs) and Officer Trainees of P&T Building Works Service-2013 batch (one OT) are undergoing Induction training with NTIPRIT. As per their training curriculum, they have to undergo a fifteen weeks Foundation Course, which is likely to start in the first quarter of calendar year 2018 i.e. Jan-March,2018. This program will be rescheduled for later date if RFP process is not over by that time. Any left out OT shall also be included.
3. Officer Trainees of ITS-2015 batch (thirty six OTs) and P&T BWS-2015 batch (one OT) are also undergoing two year Induction training with NTIPRIT, Ghaziabad. These OTs are likely to undergo foundation course from 19/03/2018 to 29/06/2018.
4. ITS-2016 batch (thirty four OTs) have joined NTIPRIT, Ghaziabad on 20.11.2017 and the foundation course for these OTs may be conducted from 12/11/2018 to 22/02/2019.
5. P&T BWS officer trainees of 2016 batch (three OTs) have joined NTIPRIT, Ghaziabad on similar pattern and two OT may join later and they will be undergoing foundation course along with the ITS officer trainees of ITS-2016 batch.
6. Brief details of the training program and the requirements are as under:
 - a. **Profile of Officer Trainees:** The ITS and P&T BWS Group-A Officer Trainees are engineering graduates/ post-graduates with some OTs having previous job experience also. They have joined the Department of Telecom after selection through the Engineering Services Examination (ESE) conducted by Union Public Service Commission (UPSC). During their Induction training at NTIPRIT, they undergo extensive classroom and field training on functions of Dept. of Telecom, on technical topics related to their respective streams (Telecom & ICT /Civil / Electrical / Architecture), as well as on administrative rules, establishment rules, vigilance & disciplinary proceedings etc.

b. Scope of the Training Programme: The proposed training programme will be of 15 weeks duration. The major objectives of the Foundation Course are the following:

- (i) developing an *esprit de corps* among the Officer Trainees of different services,
- (ii) fostering the attitudes and values that every civil servant should possess, and
- (iii) imparting a basic understanding of the environment, the machinery of the Government and of the subject competencies and skills that the officers have to possess for discharging their duties in the initial years of service.

The curriculum of Foundation course will consist of 12 weeks Course work and 3 weeks for extra-curricular activities such as trekking, village visits etc. The 12 weeks Classroom course work shall comprise of the following modules:

Sl. No.	Subject/ Module	No. of Sessions (approximate)
1.	Political Concepts and the Constitution of India	20
2.	Public Administration	60
3.	Law	40
4.	Management & Behavioural Sciences	30
5.	Basic Economics	30
6.	Information and Communication Technology (ICT)	20
7.	Indian History and Culture	25
8.	Language	20

It is to further mention that the syllabus of the Foundation Course is at par with the Foundation Course conducted by Department of Personnel & Training (DoPT), Govt of India for the Group-A Officer Trainees of Civil Services such as IAS, IPS, IFS, IP&TFAS etc. and therefore the same syllabus/timetables can be followed.

Following activities are included in the scope of the training programme:

- i. Based on the approximate number of sessions given above, the selected Institute shall prepare the week-wise timetable of each module under the 12-weeks Course work. The Institute shall also decide the number of days to be assigned for trekking tour, village visits and other extra-curricular activities and prepare the overall timetable for 15 weeks.
- ii. During Foundation course, five day week pattern is to be followed.
- iii. There will be a proficiency test of Hindi for all Officer Trainees at the time of joining the Foundation Course. On the basis of this test, the OTs will be split into two streams, i.e., those who have to undertake one Indian/Foreign language during the language module and those who have to undertake Hindi as a Language.

- iv. The program would include theoretical inputs as well as practical experiences.
- v. Success stories should be shared with the Officer Trainees through sessions by Institute faculty and also by inviting eminent speakers as guest faculty.
- vi. The Officer Trainees should be exposed to the best practices, both in the form of classroom sessions and exposure tours/ field visits.
- vii. The topics proposed to be covered during the training program in each of the training modules are given in Annexure-I.
- viii. The medium of instruction during the training programme shall be English except in language module.
- ix. During the training, the Officer Trainees shall be assessed as per provisions contained in Para-6 d.
- x. Training material like folder/writing pad/pen etc./Reading material/ printed handouts on relevant topics must be provided to the Officer Trainees, for self-study and revision purpose.
- xi. The Officer Trainees must have free access to academic amenities like Library/ Reading room/ Computers & Internet facility/sports facilities in the campus etc.
- xii. To monitor and assess the quality of training being imparted, NTIPRIT may depute one to two faculty members of NTIPRIT, as participant observers during few sessions of the training programme. The observations/suggestions of the observer(s) for improvement in quality of training and other matters related to boarding & lodging facilities shall be sent to selected institution through nodal officer of NTIPRIT for consideration & implementation by the institution as far as possible. No lodging facility is envisaged for the deputed participant observers if the selected institute is located in Delhi/NCR region. However, in case of selected institute located outside Delhi/NCR region, the selected institute shall provide free lodging and boarding facilities to the deputed faculty members in its campus if they wish to stay in the campus for a day or two. This arrangement shall be at no extra cost. NTIPRIT may also depute one to two faculty members during the trekking tour/village study tour as observer for which lodging and boarding arrangement shall be made by NTIPRIT itself.

c. Topics to be covered: The topics proposed to be covered during the training programme are given in **Annexure-I**.

d. Tests/Evaluations during the training programme: The trainees shall be assessed on continuous basis during the module as well as at the end of the each module. For each training module, the participants shall be evaluated by a compulsory written test plus other methods of evaluation (as applicable for a module) like report submission, presentation, group work, quiz etc. The fifteen weeks Foundation Course will have an overall evaluation of 600 marks. The

module-wise breakup of these 600 marks shall be decided by the selected Institute in consultation with NTIPRIT. The pattern of the test paper may be a judicious mix of objective type, very short & short answer type questions relating to the topics which have been covered, with varied complexity. The tests shall be conducted towards the end of the respective module. The arrangements for the tests, including evaluation of the answer-sheets and compilation of the results shall be done by selected Institute. The institute shall ensure that answer sheets for a module test are evaluated within a week time from the date of conduction of the test and the results of the test are e-mailed to NTIPRIT at the earliest. The qualifying criteria for a module are as under:

- (a) It will be necessary for every Officer Trainee to secure at least 50% marks in each test/evaluation method to successfully complete the concerned module and
- (b) Every Officer Trainee shall have to maintain a minimum attendance of 60% in each module during the training programme.

In case the participant fails to secure 50% marks in any test/other evaluation methods, or fails to appear in the test/other evaluation methods, he/she will be given an opportunity to appear in a re-test/re-evaluation, which will be conducted by the institute at the earliest after giving an appropriate notice to the concerned trainee. The institute shall ensure that re-tests/re-evaluation, if any, are conducted and evaluated well in time before the scheduled completion of the training program. The institute shall issue the completion certificates to only those Officer Trainees who have completed all the modules in all respect keeping in mind the qualifying criteria defined above.

The institute shall make Officer Trainees aware about the assessment scheme to be followed during the training programme in the beginning of the course itself.

- e. Venue:** The Foundation Course shall be conducted at the campus of selected institute having boarding & lodging facilities. It will be a fully residential programme and the Officer Trainees will be entitled to avail boarding & lodging facilities at the Institute during all days of the training programme. No charges, of any kind, shall be payable by the Officer Trainees to the Institute during the programme. The Officer Trainees may arrive in the campus of the institute one day before the commencement of the Foundation course and may leave one day after the course completion.

f. Handling of attendance and Leaves during the foundation course:

The general guidelines, to be followed by the selected institute, in this regard are as under:

- (i) Generally, leaves are not to be granted to the Officer Trainees during the training programme. However, in exceptional cases, leave application submitted by an Officer Trainee may be mailed to NTIPRIT with suitable recommendations of the programme in-charge well in advance for consideration and decision by NTIPRIT. The Officer Trainee shall not be

permitted to proceed on leave unless the sanction is conveyed by NTIPRIT.

- (ii) In general, the Officer Trainees may not be permitted to leave the station on holidays. In exceptional cases only, the application of the Officer Trainee shall be mailed to NTIPRIT and Officer Trainee shall be permitted to leave the station only after receipt of permission from NTIPRIT in this regard.
- (iii) The attendance shall be taken during forenoon and afternoon on each day of the training programme including trekking tour/village study visits etc. The attendance sheet duly signed by authorized officer of the institute shall be mailed to NTIPRIT on daily basis.
- (iv) The institute shall make all Officer Trainees aware of how to conduct themselves during the entire period of course including discipline to be maintained in the campus through a class room session to be held in the beginning of the training programme. The institute shall also monitor the conduct of the Officer Trainees during the training and cases of misconduct and indiscipline on the part of an Officer Trainee shall be reported to NTIPRIT with full details of the case as soon as possible.

g. Batch size: Batches of 20-30 Officer Trainees.

Generally, OTs will be deputed for Foundation Course training in a batch size of 20-30 trainees. However, there may be variation of up to $\pm 25\%$ in a batch size. Work orders with relevant details shall be issued by NTIPRIT separately for each batch well in advance to the selected training institution. After completion of training of each batch, the selected institute shall provide to NTIPRIT various course related documents like executed time table (duly certified by programme in-charge), compiled feedback received from the participants along with proposed action plan, joining reports, participation/relieving order, assessment report, course conduction summary, leave records etc.

h. Timeframe and scheduling of the courses:

The contract of conducting Foundation Courses shall be valid for duration of two years from the date of signing of the agreement. It may be extended further by one year at the same rates and terms & conditions upon mutual agreement between NTIPRIT, Ghaziabad and the selected Institution. The exact schedule of various Foundation Courses shall be finalised by NTIPRIT in consultation with the selected institution from time to time. In case of any disagreement over schedule of the courses, decision of NTIPRIT shall be final and binding on the institution. The different batches shall be deputed for

Admin Building, ALTTC Campus, Ghaziabad (U.P.) up to 15:00 Hrs of 08.03.2018. The purchaser reserves the right to seek actual documents for any uploaded documents during evaluation of the e-bid.

(i) The 'Technical Bid' must include the following documents/ information as per the format given in **Annexure-II:**

- a. Name and Contact details of the Institute
- b. Introduction of the Institute with relevant details/supporting documents for eligibility condition as indicated in Para 7 (a)
- c. National Rating of the Institute if any
- d. Experience of conducting Foundation Course for All India/Central Civil Service officer trainees or long term domestic programme for Central government officers during the past three years as stipulated in Para 7 (b)
- e. Proposed slots and duration thereof for Foundation Courses.
- f. Week wise schedule of a Foundation Course
- g. Name and contact details of proposed course coordinator(s)
- h. The details of proposed village visits/ trekking programme/ tours etc.
- i. The details of accommodation and other amenities to be provided to the participants
- j. Any other specific information / credentials /supporting documents
- k. Scanned copy of Demand Draft/ Banker's Cheque/ BG/ FD from Scheduled Bank of India for the prescribed amount of earnest money deposit.
- l. Authorization letter for signing the bid document(s) in the form of duly attested Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor/Head of Institute on the letter head of the firm/company/institute, as applicable.
- m. Copy of the duly executed Pre-Bid/ Pre-Contract Integrity Pact as per Annexure-IV.
- n. Copy of GST Registration Certificate.
- o. Duly filled and signed Profile of bidder as per Annexure VI.
- p. No near relative Certificate/Declaration as per Annexure-VII.
- q. Self-Certificate for not being black listed/ debarred from participation in tender process by any office of the central government as per proforma in Annexure-VIII

- r. Duly filled Bid Form as per Annexure XI.
 - s. Tender document consisting of all Sections and Annexures, subsequent amendments/clarifications if any, duly filled and signed by the authorised signatory of the bidder but without indicating the price.
- (ii) The 'Financial Bid' uploaded must include the following documents/information and submitted as per format given in Annexure-III. The bidder shall quote the prices/rates online as specified in the Bill of Quantity (BoQ) format given at Annexure-III.

The overall financial quote of the training program in INR, inclusive of all applicable fees, charges (including boarding & lodging charges, trekking tour & village visit charges etc.) and taxes, may be submitted online in the BoQ template as per format given in **Annexure-III**. The travel expenses for officers' up to the selected training institute and back will not constitute cost element in the quote as such cost shall be borne by NTIPRIT.

The financial quote of the training programme shall be fixed for the entire period of two years from the date of signing of the agreement.

The taxes shall be paid by NTIPRIT as per the actual rate prevailing at the time of billing.

(iii) SUBMISSION OF BIDS:

- a. RFP documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions on the CPP Portal regarding registration and online bid submission.
- b. Bids and supporting documents must be uploaded through e-procurement portal. Hard copy of the bid will not be accepted.
- c. The bidders shall upload their bids (Technical and Financial) online at e-procurement portal website <https://eprocure.gov.in/eprocure/app>, in response to the e-tender published by the department. Bid submission can be done from the date of release of e-Tender till the last date of receipt of e-bids, as mentioned in the schedule in Notice Inviting RFP (Section-I).
- d. Pre-Bid/ Pre-Contract Integrity Pact, , payments for EMD must be received by the Purchaser at the address "ADG(E&A), Room No. 703, Administrative Building, ALTTC Campus, Government of India Enclave, Rajnagar, Ghaziabad (U.P.)-201002" not later than the prescribed time on due date. (1500 Hrs of 08.03.2018)). In case, the last date of submission of bids is declared as central government holiday in Ghaziabad, the original EMD will

be accepted on the next working day till the same time and the Technical Bid will be opened on the said working day at the scheduled time.

- e. The bidders should start the bid submission process well in advance so that they can submit their e-bid in time. The bidder should submit their e-bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- f. Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.
- g. The Purchaser shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the online method shall be entertained.
- h. The Purchaser shall not be responsible if the bids are uploaded in any other portal than the one specified.
- i. The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the tender document in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- j. Not more than one bid shall be permitted from a single bidder otherwise all the bids submitted by such bidder shall be summarily rejected.

(iv) LATE BID:

The server time indicated in the bid management window on the CPPP will be the time by which the e-bid submission activity will be allowed until the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over i.e. 1500 Hrs of 09.03.2018, the bidder cannot upload the e-bid.

(v) MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may modify, withdraw or re-submit its e-bid online only, before the bid submission date and time as per provisions available in CPP Portal.

(vi) COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

(vii) VALIDITY OF BIDS:

The prices quoted in the bid shall remain valid for acceptance for 120 days from the date of opening.

(viii) EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit (non-interest bearing) of ₹ 5.32 lakhs (Rs. Five Lakh Thirty two Thousands only) shall be furnished with the bid by way of demand draft or banker's cheque drawn in favour of "AO (Cash), TEC", payable at New Delhi or by way of Bank Guarantee (as per Annexure X) from any of the commercial bank. Failure to furnish EMD shall result in rejection of the bid summarily. The EMD is to remain valid for a period of forty five days beyond the bid validity period defined in sub-Para 8(vii) above.

(ix) The EMD shall stand forfeited if:

- a. The bidder withdraws its offer before expiry of validity period of bid i.e. 120 days from date of opening period.
- b. The successful bidder, whose tender is accepted, fails or refuses to furnish the Performance Security amount within a month's time from date of issue of formal letter of work award (or letter conveying acceptance of bidder's offer), or fails or refuses to execute the contract.

(x) Refund of EMD:

The EMD shall be refunded only after finalisation of tenders and on receipt of written request from the unsuccessful bidders. For successful bidder, it shall be refunded only after the receipt of the prescribed Performance Security.

(xi) PERFORMANCE SECURITY:

- a. The successful bidder shall furnish Performance Security to NTIPRIT, Ghaziabad for an amount equal to 5% of the contract value within a month's time from the date of issue of formal letter of work award (or letter conveying acceptance of bidder's offer) by NTIPRIT, Ghaziabad.
- b. The proceeds of the performance security shall be payable to NTIPRIT, Ghaziabad as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the contract or agreement.
- c. The Performance Security shall be deposited in the form of demand draft drawn in favour of AO (Cash), TEC payable at New Delhi or a Bank Guarantee issued by a commercial bank in the draft Performa provided at **Annexure-IX**.
- d. NTIPRIT, Ghaziabad will discharge the Performance Security after deducting the pending dues, liquidated damages, if any, after completion of the successful bidder's performance obligations under the contract or agreement.
- e. No interest shall be paid on the Performance Security.

9. BID OPENING, EVALUATION AND SELECTION CRITERIA:**9.1. Technical Bid Opening:**

- a) The purchaser shall open Technical bids online on the scheduled date and time as given in section-I of this document. Bids of only those bidders will be opened who has submitted EMD amount. Bidder may check portal for status of tender opening, online.
- b) The date fixed for opening of bids, if subsequently declared as central government holiday in Ghaziabad, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day at the same time.
- c) To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, seek clarification/ document(s) of its bid from the bidder. Only the information furnished, by the bidder, shall be considered in future evaluation. However, no post-bid clarification at the initiative of any bidder shall be entertained.

9.2 Technical Bid Evaluation:

- a) The bids of only those bidders shall be considered for Technical evaluation, who are found to be eligible as per para '7' of Section II of this document and who have executed (in advance) and submitted the 'Pre-Bid/ Pre-Contract Integrity Pact', on a stamp paper of ₹100/-, as per Annexure-IV, along with their bids. The authority to sign the Pact on behalf of purchaser is ADG(E&A), Room No. 703, NTIPRIT, Admin Building, ALTTC Campus, Government of India Enclave, Rajnagar, Ghaziabad (U.P.)-201002. A copy of the signed pact shall be given to the bidder by the purchaser and the same will be uploaded on e-procurement portal along with the e-bid. The person signing the 'Pre-Bid/ Pre-Contract Integrity Pact' should have authorization letter for signing the bid document as per clauses 8.(i).(I) of this section.
- b) The bids will be evaluated technically to determine whether they are complete, whether documents have been properly submitted, and whether bids are generally in order and qualify for opening and evaluation of financial bid.
- c) Bid shall be considered substantially responsive if it conforms to the terms and conditions without any material deviation.
- d) The purchaser or his authorized representatives shall have the right to inspect the institute etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to answer any query made by the purchaser.

9.3 Financial Bid Opening/Financial Evaluations:

- a) The purchaser shall shortlist only those bidders who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful bidders would be intimated regarding opening of financial bids. The

date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by displaying the same on the website www.eprocure.gov.in only.

- b) The Financial Bids of technically unsuccessful bidders would not be opened.
- c) Prices quoted in the Price Schedule only will be considered for evaluation.

9.4 Selection Criteria

The Technical bids uploaded would be screened on the prescribed eligibility criteria as given in para 7 of this document along with details provided in Annexure-II. Financial bids of the institutes shortlisted after examination of the Technical bids shall thereafter be opened online on the scheduled date and time. The financial bids of the institutes, who do not qualify the technical evaluation, will not be opened. Selection of the Institute shall be based on the overall lowest financial quote.

- 10. Payment Terms & Conditions:** NTIPRIT shall release the payment on submission of bill by the selected Institute for each batch. In case, due to any unavoidable circumstances, any / some trainee(s) fails to join the assigned batch of the Foundation course at the selected institute, the payable amount will be reduced on pro-rata basis. It should be noted that NTIPRIT shall make payment for actual number of participants who attended the training programme. Any overpayment/underpayment made for a batch will be adjusted in the bills of subsequent training programmes.
- 11. Liquidated Damages:** The training work must be executed as stipulated in the Para 6 of the RFP, failing which compensation @ 2% of payment due for the batch will be levied for each week of delay in the work, subject to a maximum compensation of 10% in a batch. Quantum of liquidated damages assessed and levied by the NTIPRIT shall be final and shall not be challengeable by the selected institute. In case of prolonged delays, NTIPRIT may get the work done by a third party and such cost of training works shall have to be borne by the institute, in addition to the liquidated damages. If the services remain unsatisfactory despite being given a chance to improve in this regard, NTIPRIT reserves the right to terminate the agreement at the risk and cost of the selected institute.
- 12. Arbitration Clause:** In the event of any question, dispute or difference arising under this RFP or in connection therewith, except as to matter the decision of which is specifically provided under this RFP, the same shall be referred to sole arbitration of the Secretary, Department of Telecom, or in case his designation has been changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Secretary, Department of Telecom, or by whatever designation such officer(s) may be called (hereinafter referred to as the said officer) and if the Secretary or the said officer is unable or unwilling to act as such, to the sole

arbitration or some other person appointed by the Secretary or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the RFP relates or that in the course of his duties as Government Servant he has expressed views on any or all of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such Secretary DoT, or the said officer shall appoint another person to act as arbitrator in accordance with terms of the RFP and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator, may from time to time with the consent of the parties enlarge the time for making and publishing the award, subject to the Arbitration and Conciliation Act, 1996, and the rules made there under, any modification thereof for the time being in force, shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the Secretary, Department of Telecom, at New Delhi or such other places as the arbitrator may decide.

13. **Integrity Pact:** The interested institution has to enter into an "Integrity Pact", as per Ministry of Finance O.M No.14(12)/2008-E-II(A) dated 19th July 2011, in the format enclosed as **Annexure-IV**. The signed copy of the integrity pact is to be **uploaded** with the technical bid. Pre-Bid/ Pre-Contract Integrity Pact', shall be submitted in Room No. 703, NTIPRIT, Admin Building, ALTTC Campus, Government of India Enclave, Rajnagar, Ghaziabad (U.P.)-201002 up to 1500 Hrs of 08.03.2018. The authority to sign the Pact on behalf of purchaser is ADG (E&A), NTIPRIT or the officer authorized by the purchaser. The person signing the 'Pre-Bid/ Pre-Contract Integrity Pact' should have authorization letter for signing the bid document as per clause 8(i)(l) of this section. A copy of the signed pact shall be given to the bidder by the purchaser and the same will be uploaded by bidder on the CPPP along with the e-bid. The bids of only those bidders shall be considered for Technical evaluation, who have executed (in advance) and submitted the 'Pre-Bid/ Pre-Contract Integrity Pact', on a stamp paper of ₹100/-, as per Annexure-IV, along with their bids.
14. **Legal:** The contracts shall be interpreted in accordance with the law of the Union of India and dispute, if any, will be subject to the jurisdiction of courts in Ghaziabad.
15. Head of NTIPRIT shall nominate a nodal officer from NTIPRIT side to coordinate with the selected institution on regular basis for smooth delivery of the programmes. Similar arrangement will also be made by the selected institution.

16. CLARIFICATIONS/AMENDMENTS OF RFP DOCUMENT:

- a. A prospective bidder requiring any clarification on the RFP document shall upload its queries on e-procurement portal prior to 15:00 Hrs of 14.02.2018.
- b. Purchaser shall upload the response to such queries, which are received in due time, generally by 21 days prior to the date of opening of the bids.
- c. At any time, prior to the date of submission of bids, Purchaser may, for any reasons whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the RFP document by amendments.
- d. The amendments/clarifications, if any, which are uploaded on the portal www.eprocure.gov.in, shall form an integral part of the RFP document, and shall be binding on all bidders.
- e. It shall be the sole responsibility of the prospective bidder to check the web site <https://eprocure.gov.in> from time to time for any amendment in the RFP documents. In case of failure to get the amendments, if any the department shall not be responsible for it. Interested bidders are required to keep abreast of latest corrigendum (s) issued by Purchaser till the date of submission of bid.

17. PRE-BID CONFERENCE:

- a) A Pre-bid conference shall be held at 1100 Hrs of 12.02.2018 at NTIPRIT, Admin Building, ALTTC Campus, Government of India Enclave, Rajnagar, Ghaziabad. The queries already received shall, to the extent possible, be clarified in the Pre-bid Conference. The prospective bidders may attend the conference for clarifications on technical specifications and other terms and conditions of the tender document. The queries, verbally raised during the Pre-Bid conference, must be uploaded in the portal by 1500 Hrs of 14.02.2018. Consolidated replies to the relevant uploaded queries, shall form part of the tender document, and shall be uploaded on the web sites, generally by 21 days prior to the date of opening of the bids.
- b) For interpretation of any condition(s) of this tender document, the decision of purchaser shall be final and binding on the Prospective Bidder.
- c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s) on the grounds for the purchaser's action.

19. DISQUALIFICATION OF BIDDER:

- (i) Purchaser reserves the right to disqualify the contractor for a suitable period who habitually failed to provide service in time. Further, the contractor who does not perform satisfactorily may also be disqualified for a suitable period as decided by the purchaser.
- (ii) Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- (iii) The bidder should give a certificate that none of his/ her near relative is working in the units where he/she is going to apply for the tender, as per Annexure-VII. None of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and purchaser will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- a. Members of a Hindu undivided family.
- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

20. **FORCE MAJEURE:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in this(FORCE MAJEURE) clause.

21. TERMINATION FOR DEFAULT:

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

- a. if the Contractor fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to Clause 20;
- b. if the Contractor fails/delays to perform any other obligation(s) under the Contract; and
- c. if the Contractor, 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.

21.2 In the event the purchaser terminates the contract in whole or in part pursuant to Clause 21.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods/services. However the Contractor shall continue the performance of the contract, including warranty, to the extent not terminated.

21.3. The purchaser reserves the right to ban a Contractor to quote in further tender enquiries for a specified period, in case he fails to honour his bid/contractual obligations, without sufficient and reasonable grounds.

22. TERMINATION FOR INSOLVENCY:

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

23. SET OFF:

Any sum of money payable to the contractor (including refundable security deposit) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the purchaser or purchaser or such other person or persons for payment of sum of money arising out of this contract or under any other contract made by the Contractor with purchaser of the purchaser or such other person or persons contracting through the purchaser.

Director (E&A)
NTIPRIT,
ALTTC Campus
Ghaziabad-201002
(U. P.)

ANNEXURE-I
Topics to be covered during the Training Program
(Foundation Course)

- i. Political Concepts & Constitution of India**
 - Political concepts
 - Political theories
 - The basic structure of our Constitution
 - Federalism
 - Organs of the Govt.
 - Role of the Judiciary
 - Human rights
 - Democratic values
 - Fundamental rights and Directive Principles
 - Civil services under the Constitution
 - India's Foreign Policy, etc.

- ii. Public Administration**
 - Structure of bureaucracy and the challenges faced by the bureaucracy
 - Basic administrative skills including-
 - Time management
 - Delegation
 - Conduct of meetings
 - Presentation skills
 - Report writing
 - Noting
 - Office procedure
 - **Governance:** Exposure to different areas of governance such as
 - Social Sector
 - Rural Development
 - Science and Technology
 - Public Distribution System
 - Audit
 - Social Audit
 - Budgeting
 - People's participation in governance
 - Innovations in governance
 - e-governance
 - Business process re-engineering
 - Public-private partnership
 - Gender sensitisation
 - Weaker sections and the differently-abled persons
 - Human element in administration, etc.

- iii. Law**
 - Introduction to Law & Sources of Law
 - Concept of Law and Judicial System
 - Civil Procedure Code (CPC)
 - Law of Torts

- Consumer Protection Act
- Specific Relief Act and Arbitration Act
- IPC: General Principles
- Principles of Natural Justice
- Judicial Review of Administrative Action
- Criminal Procedure Code (Cr PC)
- Contempt of Court
- Suits by or against Government
- Liability of Government Servants in Contracts and Torts
- Law of Contract
- Contempt of Lawful Authority of Public Servants
- Rule of Law
- Principles of Administrative Law, Administrative Discretion
- Inquiry by Domestic Tribunal
- Legal Remedies including Writs
- Sexual Harassment of Working Women, etc.
- Indian Company Act
- Labour Law & Trade Unions
- Industrial Dispute Act
- FDI policy, acts & regulations
- Tax Laws- Sales Tax/ Service Tax/ VAT, etc.

iv. Management and Behavioural Sciences

Basic Principles

- Schools of Management thoughts
- Management Systems & Processes

Project Management

- Project Formulation and Appraisal
- PERT-CPM
- Resource Analysis
- Risk and Uncertainty in Project Management
- Risk Sharing

Quantitative Techniques in Management

- Data Analysis
- Sampling and Sampling Distribution

Operation Research & MIS

- Operation Research & Management Decision Making
- Operation Research Techniques & Models
- Research Methodology
- Management Information Systems

Behavioural Sciences

- Introduction to Organisational Behaviour
- Motivation
- Group dynamics

- Team building
- Decision Making
- Organisational Leadership
- Principle Centered Negotiation and Conflict Resolution
- Transactional Analysis
- International Negotiation

Self- awareness

- Personality & Behaviour

Communication

- Interpersonal Communication
- Corporate Communication

v. Basic Economics

Managerial Economics & Indian Economy

- Introduction to Economics
- Theory of Demand, Supply, Market Structure, Elasticity
- Structure of Indian Economy
- Fiscal Policy
- Resource Mobilization
- Economic Reforms & Liberalisation
- International Trade and Balance of Payments
- WTO
- Theory of Growth
- Role of economic conditions in decision making in various sectors

Financial Management

- Financial Concepts
- Accounting for Managers
- Cost Accounting & Transfer Pricing
- Fund Flow Analysis
- Ratio Analysis
- Profit and loss A/C, Balance Sheet
- Budgeting
- Public Financial Administration

vi. Information and Communication Technology (ICT)

- Office Productivity software including
- MS-Word, Excel, Power-Point and MS-Access
- Database Management systems
- RDBMS, SQL, Oracle, FoxPro etc.
- Web designing tools & techniques
- Networking Concepts and Techniques

vii. Indian History and Culture

History

- Overview of Indian History

Polity and Governance in Indian history

- The State and Administration in Ancient, Medieval and Modern India
- Changing fiscal structures
- Resistance against the State
- Indian Nationalism; Gandhi
- Communal Politics, Partition and Independence
- Issues in Economic History
- Issues in Social History
- A brief Introduction to the major religious traditions of India

Culture

- Culture: Meaning, Context and Forms
- Conservation of Heritage
- Art and Architecture
- Literature
- Performing Arts

viii. Language

The Officer Trainees will have to learn one language during the training program. This language will be either Hindi or one Indian/ Foreign language. Officer Trainees will have to choose from among the language options available at the Institute. There will be a proficiency test of Hindi for all Officer Trainees at the time of joining the Foundation Course. On the basis of this test, the OTs will be split into two streams, i.e., those who qualify the proficiency test shall be offered one Indian/foreign language for learning during the language module and those who do not qualify the proficiency test will have to undertake Hindi as a Language during the language module.

Note: The topics mentioned above are tentative and may be changed based on mutual consultation.

ANNEXURE-II**Performa for Technical bid**

(may be submitted on the letter head of the institute and must include the following documents/ information and uploaded on CPP portal)

- a. Name, address and Contact details of the Institute
- b. Introduction of the Institute with relevant details/supporting documents for eligibility condition as indicated in Para 7 (a)
- c. National Rating of the Institute if any
- d. Experience of conducting Foundation Course for All India/Central Civil Service officer trainees or long term domestic programme for Central government officers during the past three years as stipulated in Para 7 (b). Relevant documents should be attached.
- e. Proposed slots and duration thereof for Foundation Courses.
- f. Week wise schedule of a Foundation Course
- g. Name and contact details of proposed course coordinator(s)
- h. The details of proposed village visits/ trekking programme/ tours etc.
- i. The details of accommodation and other amenities to be provided to the participants
- j. Any other specific information / credentials /supporting documents
- k. Scanned copy of Demand Draft/ Banker's Cheque/ BG/ FD from Scheduled Bank of India for the prescribed amount of earnest money deposit.
- l. Authorization letter for signing the bid document(s) in the form of duly attested Board Resolution/Power of Attorney or letter of authorization duly signed by all partners/proprietor/Head of Institute on the letter head of the firm/company/institute, as applicable.
- m. Copy of the duly executed Pre-Bid/ Pre-Contract Integrity Pact as per Annexure-IV.
- n. Copy of GST Registration Certificate.
- o. Duly filled and signed Profile of bidder as per Annexure VI.
- p. No near relative Certificate/Declaration as per Annexure-VII.

- q. Self-Certificate for not being black listed/ debarred from participation in tender process by any office of the central government as per proforma in Annexure-VIII
- r. Duly filled Bid Form as per Annexure XI.
- s. Tender document consisting of all Sections and Annexures, subsequent amendments/clarifications if any, duly filled and signed by the authorised signatory of the bidder but without indicating the price.

ANNEXURE-III
Performa of Financial Quote
(may be uploaded on CPP Portal in BoQ format only)

1. Name and Address of the Bidder (the Institute submitting the proposal):

(i) Name :

(ii) Address:

2. Telephone No.

3. Fax. No.

4. E-Mail Address:

5. Quoted overall fees per participant for the complete duration of fifteen weeks, inclusive of all applicable fees, charges (including boarding & lodging charges, trekking tour & village visit charges) in INR: (GST, if applicable, may be quoted separately)

	Fee (in INR)		
	Overall fee per participant	GST or any other Tax, if applicable	Total Cost per participant
1	2	3	4
In figures	<p style="text-align: center;"><u>Uploaded on CPP Portal in BoQ</u> <u>format only</u></p>		
In words			

Note:

1. In case of any discrepancy in Total Cost and actual total of overall fee & Taxes, the actual total of overall fee & Taxes shall prevail.
2. In case of any discrepancy in amount in figures and word, the amount written in words shall prevail.
3. The GST or any other Tax, if applicable shall be paid by NTIPRIT as per the actual rate prevailing at the time of billing.
4. The travel expenses for officers' up to the selected training institute and back will not constitute cost element in the quote as such cost shall be borne by NTIPRIT.

Signature, name and stamp of the authorized signatory

Date:

BOQ Format
(Uploaded on CPP Portal only)

Tender Inviting Authority: **Sr.DDG (NTIPRIT), GHAZIABAD**Name of Work: **Request for proposals(RFP) for conducting Foundation course for officer trainees of ITS Group-A and P&T BWS Group-A**Contract No: **No. 14-08/2015-NTI.Trig**

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Overall fee per Participant In Figures To be entered by the Bidder in Rs. P	GST or Any Other Taxes, if applicable in INR Rs. P	TOTAL AMOUNT Without Taxes col (7) = col (5) in Rs. P	TOTAL AMOUNT With Taxes col (8)= sum (5) to (6) in Rs. P	TOTAL AMOUNT In Words
1	2	5	6	7	8	9
1.01	overall fees per participant for the complete duration of fifteen weeks, inclusive of all applicable fees, charges (including boarding & lodging charges, trekking tour & village visit charges) in INR (GST, if applicable, may be quoted separately)			0.00	0.00	INR Zero Only
Total in Figures				0.00	0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

ANNEXURE-IV
PRE CONTRACT INTEGRITY PACT

(ON STAMP PAPER OF ₹ 100/-)

**Subject of Bid: Outsourcing of conduction of Foundation Course for Officer Trainees of ITS
Group-A and P&T BWS Group-A**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on (DAY)_____, the _____ day of _____(Year), between, on one hand, the President of India acting through **National Telecommunication Institute for Policy Research, Innovations and Training, Department of Telecommunication, Ministry of Communication, Ghaziabad** represented by _____, NTIPRIT (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and _____ represented by _____ (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the services of ___(name of institute) for conduction of Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A and the BIDDER/Seller has offered the same to be conducted at _____(name of institute) and

WHEREAS the BIDDER is an autonomous academic institution under constituted in accordance with the relevant law in the matter and the BUYER is a CTI of Department of Telecommunications, Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Foundation course at a competitive price in

Stamp and signature of bidder

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conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or

unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or then family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BIDDER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act '1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹ 5.32 lakhs (Rs. Five Lakh Thirty two Thousands only) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft/Pay Order/PBG from any scheduled bank in favour of AO (Cash), TEC, New Delhi – 110 001, amounting ₹ 5.32 lakhs.
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof or payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money shall be valid upto a period of 165 days.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case

of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as desired by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from

such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter) referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission as detailed below:

Mrs Indu Liberhan
Ex. Secretary Defence finance
Ministry of Defence
C-559, Ground Floor, Defence colony
New Delhi-110024
Telephone No. .91-11-24620135, 91-9810405729
Email: iliberhan@gmail.com

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

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the 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 shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference

or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

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

12. **Validity**

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

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

13. The parties hereby sign this Integrity Pact at on

(BUYER)

(BIDDER)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-V
Agreement Form

(On Non-Judicial stamp paper of Rs. 100/-)

AGREEMENT for outsourcing conduction of Foundation Course for Officer Trainees of ITS Group-A and P&T BWS Group-A by **National Telecommunications Institute for Policy Research and Innovations, Ghaziabad** signed on (date) between, hereinafter called the Contractor (which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns) of the one part, and the, hereinafter called the Purchaser (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- A. The Purchaser is desirous that the work of conduction of Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A at **the campus of ----- (selected institute)**, should be executed as mentioned, enumerated or referred to in the RFP document no. 14-08/2015-NTI.Trg Dated 05.02.2018 including all its sections and annexures.
- B. The RFP document no. 14-08/2015-NTI.Trg Dated 05.02.2018, including all its sections and annexures, forms part of this contract though separately set out herein and are included in the expression contract wherever herein used.

AND WHEREAS

The Purchaser has accepted the bid of the Contractor for the awarded work, conveyed vide Letter of Intent No..... dated..... at the rates stated in the performa of financial quote upon the terms and conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. In consideration of the payment to be made to the Contractor (selected institute) for the work to be executed by him, the Contractor (selected institute) shall and will duly provide, execute, and complete the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions of the contract.
2. In consideration of the due provisions, execution and completion of the said work, the Purchaser does hereby agree to pay to Contractor (selected institute) the respective amounts for the work actually done by him and approved by the Purchaser and such other sum payable to the Contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. This contract is subject to jurisdiction of courts at Ghaziabad only.

4. The agreement shall remain valid for two years from the date of signing unless it is terminated in accordance with the terms and conditions of the RFP document No. 14-08/2015-NTI.Trig Dated

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year written above.

Signed and delivered by

Signed and delivered by

(For and on behalf of Purchaser)

(For and on behalf of the Contractor)

In presence of

In presence of

1. _____

1. _____

2. _____

2. _____

ANNEXURE - VI PROFILE OF BIDDER

1. Full Name of Bidder
2. Registered Address
3. Address of correspondence
4. Details of Contact/Authorized Person
Name & Designation _____
Address _____
Tel No. (Landline) _____ Mobile _____
Email ID _____ FAX: _____
5. Type of Firm: Private Ltd./Public Ltd./Co-operative/PSU/Proprietary
(Please tick the appropriate)
6. Name(s) of Directors/ partners/ proprietor
7. PAN/GIR No.: _____
8. GST Registration No.: _____
9. Proof of Annual Turnover of :
10. Earnest money details: DD No. _____ dated _____ for
Rs..... drawn on _____
11. Bank Account details of the bidder:
 - a. Name and address of Bank
 - b. Account no.
 - c. MICR no.
 - d. IFSC code of Branch
12. Any other relevant information:

(Signatures of authorized signatory)

Name _____

Designation _____

Seal:

ANNEXURE – VII
NO NEAR-RELATIVE DECLARATION/CERTIFICATE

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership firms/companies)

I _____ son/daughter/wife of
 Shri _____

Proprietor/Partner/Director/Authorised _____ signatory/Representative _____ of
 M/s _____ (Name and address of the bidder) is

competent to sign this declaration and execute the tender document regarding
 "Request For Proposals (RFP) for conducting Foundation Course for Officer Trainees
 of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A";

I _____ resident of _____

hereby certify that none of relatives of mine/proprietor/partners/directors is/are
 employed in the units where he/she is going to apply for the tender. In case at any
 stage it is found that the information given by me is false/ incorrect the purchaser
 shall have the absolute right to take any action as deemed fit/without any prior
 information to me.

I have carefully read and understood all the terms and conditions of the tender
 document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities or/and obligations
 under the contract well within time. In case of failure to observe any of the legal
 formalities or/and obligations. I shall be personally liable under the appropriate law.

The Information/documents furnished, along with the tender document are true and
 authentic to the best of my knowledge and belief. I am well aware of the fact that
 furnishing of any false information/fabricated documents would lead to rejection of
 my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor/Partners/Director/Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE – VIII**NO BLACKLISTING DECLARATION/CERTIFICATE**

(To be submitted by either authorized signatory or proprietor, or each partner/
director in case of partnership firms/companies)

I _____ son/ daughter/
wife of Shri _____ Proprietor/
Partner/ Director/ Authorised signatory/ Representative of M/s

(Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding "Request For Proposals (RFP) for conducting Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A";

I _____ resident of _____
hereby certify that our company has not been black-listed by any Ministry/ Department/ PSU of the Central Government. In case at any stage it is found that the information given by me is false/ incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations, I shall be personally liable under the appropriate law.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor/ Partners/ Director/ Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE - IX PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement / (Purchase/Work Order) No. ----- Dated ----- made between ----- and ----- for the supply of ----- (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for -----
 -- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- Contractor(s) do hereby undertake to pay to the NTIPRIT an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the NTIPRIT by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the NTIPRIT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NTIPRIT by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the NTIPRIT in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of 27 months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of 27 months as the Purchaser may feel necessary in this behalf.

3. We undertake to pay to the NTIPRIT any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of 27 months from the date of Advance Purchase Order (Date.....). And that it shall continue to be enforceable till all the dues of the NTIPRIT under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till ----- (NTIPRIT) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(S) and accordingly discharge this guarantee.

- 5. We (Name of the bank) ----- further agree with the NTIPRIT that the NTIPRIT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NTIPRIT Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the NTIPRIT or any indulgence by the NTIPRIT to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).
- 7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NTIPRIT in writing.

Dated the ----- day of -----, Two Thousand Fifteen only.

For -----
(Indicate the name of the bank)

Witnesses: (Name & Signature)

1.

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address:-

2.

ANNEXURE-X EMD BG FORM

Whereas _____ (hereinafter called the Bidder) has submitted its bid dated _____ for the conducting Foundation Course for Officer Trainees of Indian Telecom Service (ITS) Group-A and P&T BWS Group-A against e-Tender Enquiry No. 14-08/2015-NTI.Trig dated 05.02.2018, know all men by these presents that we _____ of _____ having our _____ registered _____ office _____ at _____

_____ (hereinafter called the Bank) are bound unto the Sr. DDG, NTIPRIT (hereinafter called the Purchaser), for the sum of ₹ 5.32 lakhs (Rs. Five Lakh Thirty two Thousands only) for which payment will and truly be made to the Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of the obligation are

1. If the Bidder withdraws its bid during the period of the bid validity as specified by the Bidder on the Bid Form, or
2. If the Bidder, having been notified of the acceptance of its 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 performance security, in accordance with the Instructions to the Bidders.

We undertake to pay 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(s).

This guarantee will remain in force as specified in the Instruction to the Bidders, for the period 165 days from the date of opening of bid or any other date as extended, and any demand in respect thereof should reach the Bank not later than the specified date(s).

Dated the ----- day of -----, Two thousand one only.

For -----
(Indicate the name of the bank)

Witnesses: -

1.

Telephone No.(s): -
STD Code-
FAX No.
E-Mail Address:-

2.

**ANNEXURE -XI
BID FORM**

14-8/2015-NTI.Trg

Dated xx.xx.2018

To

Sr. DDG (NTIPRIT),
ALTTC Campus,
Ghaziabad-201002.

Dear Sir,

Having examined the conditions of tender and specifications including clarifications/addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the items quoted in Price Schedule of this bid document in conformity with said conditions of contract and specifications for a sum of amount as quoted in Price Schedule or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete deliveries as prescribed in the tender document. We also undertake to indemnify purchaser and user against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof, supplied against the tender. Further we also undertake to indemnify the purchaser and user in respect of any damages, claims, loss or action against purchaser and user for acts of commission or omission on our part or on the part of our agents or servants.

If our Bid is accepted, we will obtain and provide to NTIPRIT the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Bid submitted by us is properly prepared and protected so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2018

(.....)

Signature of.....

in capacity of.....

(Duly authorised to sign the bid for and on behalf of.....)

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s):-

Address.....

E-Mail Address:-

Stamp and signature of bidder