

**Tender Document****For****Selection of an Agency for Operations and Maintenance (O & M) of  
iLearn Portal (<https://ilearn.gov.in/>) of MEA, Gol.****Tender No: TCIL/15/1941/I/20-MM/40E****Issued on: 16.03.2021**

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**SECTION-1****1. NOTICE INVITING TENDERS (NIT)**

TCIL on behalf of the Ministry of External Affairs (MEA), Govt. of India, invite electronic bids from eligible bidders for “Selection of an agency for Operations and Maintenance (O & M) of iLearn Portal (<https://ilearn.gov.in/>) of MEA, GoI”. Submission of Online Bids is mandatory for this tender. Detailed instructions are given in Section-2 of this Tender Document.

**1.1. Details of NIT****1.1.1. FACT SHEET:**

<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>
1.	Tender Ref No	<b>TCIL/15/1941/I/20-MM/40E</b>
2.	Name of the Work	Selection of an agency for Operations and Maintenance (O & M) of iLearn Portal ( <a href="https://ilearn.gov.in/">https://ilearn.gov.in/</a> ) of MEA, GoI.
3.	Name & address of the issuer of this tender	GGM (MM), 4 <sup>th</sup> Floor, Room No- 405 TCIL Bhawan, GK-1, New Delhi-110048.
4.	Date of Posting of NIT on CPPP Portal	<b>16.03.2021, 18:00 hrs</b>
5.	Start Date of download of tender document	<b>16.03.2021, 18:00 hrs</b>
6.	End Date of download of tender document	<b>22.03.2021, 12:00 hrs</b>
7.	Last Date for sending Query	<b>18.03.2021, 12:00 hrs</b>
8.	Last Date for Submission of Bids online	<b>22.03.2021, 12:00 hrs</b>
9.	Date of Opening of Part I (Pre- qualification criteria & Technical Bid)	<b>23.03.2021, 12:30 hrs</b>
10.	Date of Opening of Part II Techno-Commercial Offer	To be Notified later
11.	Tender Fee	<b>NIL</b>
12.	Date of opening Part III Price Offer	To be Notified later
13.	Address of Communication/ Place of bid Submission /Opening of Bids / Contact / Address	GGM (MM), 4 <sup>th</sup> Floor , Room No- 405 TCIL Bhawan, GK-1, New Delhi-110048
14.	Bid Related Queries	As per Contact information mentioned below.

S. No.	Basic Requirement	Specific Requirement
15.	Earnest Money Deposit (EMD)	<b>EMD –NIL</b> , Bid Security Declaration as given at <b>Section 12</b> to be provided.
16.	Tender can be downloaded from	Govt. e-procurement Portal (NIC Portal) and TCIL website.
17.	Validity of Proposal	Bid must remain valid for a period of 180 days from the last date of bid submission.
18.	Method of Selection	Lowest Cost Selection (LCS)
19.	Address for Pre-Bid Meeting	TCIL Bhawan, Greater Kailash-I, New Delhi-110048

### 1.1.2. ELIGIBILITY CRITERIA/PRE-QUALIFICATION

S. No.	Eligibility	Documents Required
1.	The Bidder should be a company/ partnership/ LLP firm registered in India under relevant act. The Bidder should be in operation in India for a period of at least 3 years as on bid submission date.	Copy of Certificate of Incorporation/ Registration Copy of PAN Card & GST
2.	The Bidder should have minimum average annual turnover of Rs. 1.13 Crore (Rupees One Crore & Thirteen Lakhs) during the last three financial years (FY 17-18, FY 18-19, FY 19-20).  <b>For MSE/Startup Bidders:</b> The Bidder should have minimum average annual turnover of INR 90.72 lakhs (Rupees Ninety Lakhs and Seventy Two thousand) from business in India for the last three financial years (FY 17-18, FY 18-19, FY 19-20).	Bidder should submit the Annual Report containing duly audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.2020.
3.	The Bidder should have experience of successfully completed project for similar work as per below : <b>One similar work</b> completed during the last 7 years ending 28.02.2021 not less than:  <b>For MSE/ Startup INR 1.58 Crore</b> <b>For Others: INR 1.81 Crore .</b>  Or  <b>Two similar works</b> completed during the last 7 years ending 28.02.2021 each of value not less than INR 1.36 Crore  <b>For MSE/ Start-up INR 0.90 Crore</b> <b>For Others: INR 1.13 Crore.</b>	Work order + Completion Certificates from the client.  Work Order + Phase Completion Certificate by client  Note: Multiyear ongoing projects shall also be considered provided minimum 1 year O&M has been completed till the cutoff date. Bidder shall enclose the certificate from client certifying the amount of work done till the cut off date.

S. No.	Eligibility	Documents Required
4.	<p style="text-align: center;">Or</p> <p><b>Three similar works</b> completed during the last 7 years ending 28.02.2021 each of value not less than INR 90.72 Lakhs</p> <p><b>For MSE/ Start-up: INR 0.68 Crore</b> <b>For Others : INR 0.90 Crore</b></p> <p>In India or abroad in last 7 years ending 28.02.2021 <b>Similar work:</b> The Bidder should have successfully completed IT project of portal building including Operations, Maintenance and enhancement services of Portal and Implementation on cloud, etc.</p>	
5.	The Bidder should have positive net-worth and should not be loss making in the last financial year ending 31.03.2020.	Audited balance sheet of the FY 19-20.
6.	The bidder should not have been banned/blacklisted/put on holiday list by Central/State Government Departments/Public Sector Undertakings or other institutions.	No-Conviction Certificate in prescribed format should be submitted.
7.	<p>The Bidder should have following valid certification:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2015</li> <li>• ISO 27001 : 2013</li> <li>• CMMI –III or above Certificates</li> </ul>	Copy of relevant certificates.
8.	The Bidder should have minimum 20 experienced IT professionals in the core team like Technical Architect, DBA, System admin, Developers (including full stack developers), UI Expert & QA Tester who have delivered similar IT projects.	Undertaking on Bidder's letter head and CVs of the professionals.
9.	Bidder must have worked with at least 5 (Five) Indian Embassies in the last 3 years.	Purchase orders/Work order, completion certificate.
10.	<p>The bidder shall submit a declaration/undertaking on the Letter Head duly Signed and stamped by the Authorized Signatory stating that : "In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020.</p> <p>I hereby submit that: "I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder (in case of Consortium all the Consortium Partners) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder (in case of Consortium all the Consortium Partners) fulfills all requirements in this regard and</p>	Undertaking on the bidder letter head should be submitted

S. No.	Eligibility	Documents Required
	is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.	
11.	Only Class-I & II local supplier as defined in Ministry of Commerce & Industry (GoI) Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, are eligible to quote in the tender. The work is indivisible. Local content calculation format is enclosed in the tender document.	Undertaking as per format at clause 2.30 should be submitted.

**Note:**

- I. Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) regularly for updates/amendments, if any. Bidders can contact NIC for **Telephonic Help Support** / Help Desk Number- **1800 3070 2232, 0120-4200462** for requisite queries regarding registration, training, demonstration etc. of Government e-Procurement System of NIC (GePNIC). Bidders are advised to visit the TCIL website and CPP Portal regularly for updates/amendments, if any.
- II. Bidder must provide necessary supporting documents as a proof of eligibility as mentioned above.
- III. All necessary documents mentioned elsewhere in the tender document must be submitted online during the bid submission process itself to prove their pre-qualification. If the required documents are not submitted along with the bid, the bid is liable to be rejected.
- IV. Foreign currency Turnover will be converted into Indian Rupees based on RBI reference rate applicable on the date of bid submission without assigning any additional weightage.
- V. A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of the tender duly signed and Stamped on the Letter Head of their Organization.
- VI. The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of TCIL for two years or as per TCIL's policy.
- VII. To avail benefits **MSE, all MSEs shall submit Udyog Adhar Memorandum / NSIC certificate / Udyam Certificate for respective goods** / services along with a certificate from their statutory auditor certifying the amount of investment in plant and machinery by MSE in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 1722(E) dated 05.10.2006.
- VIII. The Startups Medium Enterprises (SMEs) registered with DIPP are also exempted from submission of Tender Fee and EMD on production of requisite proof in the form of valid certification from DIPP for the tendered item/services.

**NOTE 1** - To avail benefits for EMD, Tender fee, eligibility criteria, all Micro and Small Enterprises shall submit Udyog Adhar Memorandum / NSIC certificate/ Udyam Certificate etc. for tendered item/services along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as bid without tender fee and EMD, and shall be summarily rejected.

**NOTE-2**

- i. Traders/ resellers / distributors/authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012 as per MSE guidelines issued by MoM SME.
- ii. To avail benefit of EMD exemption, Tender fee exemption, relaxation in Eligibility Criteria, Payments Terms, Micro and Small Suppliers (MSEs) who are manufacturer of Goods / Items and provider of Services, need to ensure that ALL delivered Goods / items and Services of the Tender are listed in their MSME / NSIC certificate. Partial Listing of Goods / Services in their certificate shall render MSEs ineligible for benefits.

**1.1.3. EARNEST MONEY DEPOSIT (EMD):**

NIL, bidder has to submit signed Bid Security Declaration as per given format at Section 12.

**1.1.4. EVALUATION**

- i. Among all qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from the Table of BOQ( as per Section-6). If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference(Margin of Purchase Preference is 20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference(Margin of Purchase Preference is 20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the Margin Of Purchase Preference matches the L1 price, the contract shall be awarded to the L1 bidder.
- iv. "Class-II local supplier" will not get Purchase Preference to MAKE IN INDIA.

**1.1.5. CONTACT INFORMATION:**

<b>TCIL Contact-1</b>	Ms. Rajmani Bhagat GM(TM) [Technical Queries] Telephone: 011-2620 2612 E-mail ID: <a href="mailto:rajmani.bhagat@tcil-india.com">rajmani.bhagat@tcil-india.com</a>
<b>TCIL Contact-2</b>	Mr. SK Tata, GM (MM) Telephone: 011-2620 2410 E-mail ID: <a href="mailto:srikrishna.tata@tcil.net.in">srikrishna.tata@tcil.net.in</a>
<b>E-Tendering</b>	GePNIC Portal ( <a href="http://etenders.gov.in">http://etenders.gov.in</a> )

1. The bidder must download the tender documents from CPPP portal before the last date and time of sale of tender document in order to bid for this tender.
2. The Price Bid for technically qualified bidders shall be opened at time and date to be notified separately.
3. **TCIL reserves the right to accept or reject any or all the bids without assigning any reason thereof.**

**(D. K. CHAWLA)**  
**Group General Manager (MM)**

-END OF SECTION 1-



## SECTION-2

### **2. INSTRUCTIONS TO BIDDERS**

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

- 2.1.1. "Purchaser" means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2. "Bidder" means the individual or firm or corporate body that participates in the tender and submits its bid.
- 2.1.3. "Partner Agency" means the successful bidder who has been awarded purchase order from TCIL.
- 2.1.4. "Goods/Products" means all the hardware equipment's, instruments, and tools, machinery etc., and/or other materials like components/parts/spares including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.5. "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.6. "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.7. "Contract Price" means considerations payable to the supplier/contractor as stipulated the Purchase or Work Order for performance of specified contractual obligations.
- 2.1.8. "End Client" means Ministry of External Affairs (MEA), Govt. of India.
- 2.1.9. "Implementation Agency (IA)" means TCIL.

#### **2.2. BIDDER TO BEAR COST FOR PREPARATION OF TENDER**

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

#### **2.3. BID DOCUMENTS**

2.3.1 Bid Documents includes:

- Section 1 Notice Inviting Tender
- Section 2 Instructions to Bidders
- Section 3 General (Commercial) Conditions of the Contract
- Section 4 Special Conditions of the Contract
- Section 5 Scope of Work & Technical Specifications
- Section 6 Price Bid Format
- Section 7 Format of Performance Bank Guarantee (PBG)
- Section 8 Bid Submission Form
- Section 9 No-Conviction Certificate
- Section 10 Special Power Of Attorney
- Section 11 Bid Covering Letter
- Section 12 Bid Security Declaration Format
- Section 13 Formula for Calculation of Local Content
- Annexure-I

2.3.2 Any clarification, corrigendum, addendum of the tender or communications obtained from the Purchaser.

**2.4. CLARIFICATION AND AMENDMENT TO BID DOCUMENTS**

- 2.4.1 Clarification on Tender Document: A prospective Bidder requiring any clarification of the Tender Documents may notify Purchaser in writing and Purchaser shall respond to any request for clarification received till specified cut-off date / time. Response of the purchaser shall be published on CPP portal and TCIL website including a description of the inquiry, but without identifying its source.
- 2.4.2 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments/corrigenda.
- 2.4.3 The amendments/Corrigenda will be notified on CPP Portal and these amendments will be binding on them. Bidders are advised to visit above mentioned portal/websites regularly for updates on this Tender.

**2.5. EXTENSION OF TIME**

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

**2.6. BID PRICE**

Price indicated in the schedule shall be on Cost, Insurance & Freight (CIF) basis at the designated locations. Prices should be inclusive of all taxes and duties including but not limited to GST, transit insurance, freight etc. However, rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected. Clauses such as "at actual" etc. shall also be treated as non-responsive and are liable for rejection.

**2.7. BIDDERS ELIGIBILITY AND QUALIFICATIONS**

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

**2.8. BID SECURITY/EMD**

The Bidder shall submit Bid Security Declaration. Format of the same is placed at section 12 in the tender document. In case of inadequacy or non-submission of prescribed Bid Security Declaration, the bidder shall be deemed to be disqualified and his bid shall be summarily rejected in the technical evaluation.

**2.9. VALIDITY PERIOD OF BID**

Bid shall remain valid for a period 180 days from the last date of bid submission. Bids valid for a shorter period shall be rejected by the Purchaser as non-responsive. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity and the bid security shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**2.10. LATE BIDS**

Bidders are advised in their own interest to ensure that bids must be uploaded/ submitted before the closing date and time. Any bid received after deadline for bid submission, will be rejected and will not be considered.

**2.11. ONE BID PER BIDDER**

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation(directly/indirectly) to be disqualified.

**2.12. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**2.13. OPENING OF BIDS**

- 2.13.1 Technical bids will be opened at the date and time of bid opening indicated in Section-1. The bidder or his authorized representative may be present at the time of bid opening. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.
- 2.13.2 Financial bid of only those bidders whose Technical bid is found to be responsive and acceptable will qualify to be opened. The qualified parties shall be notified with the date and time of the opening of the financial bid in advance. Representative of the qualified parties may attend the Price Bid opening.
- 2.13.3 TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

**2.14. EVALUATION OF BIDS**

- 2.14.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bids to determine whether they are complete in all respects, whether any computational errors have been made and or the required sureties have been furnished.
- 2.14.2 Arithmetical error shall be rectified on the following basis:
  - a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
  - b) In case of discrepancy between words and figures, the amount in words shall prevail.
- 2.14.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.
- 2.14.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.14.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

**2.15. PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right at the time of award of the contract to increase/decrease the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

**2.16. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 2.17.1 The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without

assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

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

## **2.17. NOTIFICATION OF THE SUCCESSFUL BIDDER**

- 2.17.1 Prior to the expiration of the bid validity period, the Purchaser will notify the successful bidder in writing by registered letter/speed post or fax/email, that its bid has been accepted.
- 2.17.2 Upon successful furnishing of Performance Bank Guarantee by the bidder, the Purchaser will notify successful bidder.

## **2.18. ISSUE OF LETTER OF INTENT**

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

## **2.19. CANCELLATION OF LETTER OF INTENT**

Failure of the successful bidder to submit the above mentioned performance security shall constitute sufficient ground for the annulment of the award. TCIL reserves the right to debar the defaulting bidder for future participation in TCIL's tenders for minimum one year or invoking clauses against the bidder as per bid security declaration submitted. In such situation, purchaser may make the offer to any other bidder at the discretion of the purchaser or call for new bids.

## **2.20. DELIVERY**

Delivery of the goods and/or services shall be made by the Partner Agency in accordance with the terms specified by the Purchaser in the Special Condition of the Contract and goods and/or services shall remain at the risk of the Partner Agency until delivery has been completed in full. The Schedule of delivery shall be the essence of the contract.

## **2.21. SUBMISSION OF BID**

The bidder is requested to submit the following documents offline (i.e. physically) either in the Tender Box kept in the o/o GGM (MM), TCIL Bhawan, 4th Floor, Greater Kailash-I, New Delhi-110 048 or by post to as reach O/o GGM (MM), TCIL before the due date & time of submission in a Sealed Envelope. The envelope shall bear the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (mention due date & time). If the envelope is not marked as specified above, TCIL will not assume any responsibility for its misplacement, pre-mature opening etc.

### **Offline Documents:**

- Bid Security declaration in the prescribed format.
- Copy of Certificate issued by MSME/NSIC (for MSEs) for Tender items in hard copy along with covering letter by bidder for claiming relaxation for eligibility criteria. Non-submission of requisite proof will render bidder from claiming relaxation.
- Power of Attorney in physical mode on Rs 100/- stamp paper duly notarized as per law in India or extract of Board resolution (in Original) authorizing the signatory to act on behalf of the bidder. **The bidder should ensure that the Digital Signature used for uploading the tender document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only otherwise bid shall be rejected.**

**Online Documents:**

All other documents, including eligibility documents, compliance to tender terms & conditions, annexure, price bid(as per Price schedule in both .xls and .pdf format) etc. shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form.

**2.22. OPENING OF PRICE OFFER**

Price offers of only those bidders whose Technical Bid/offers are found to be responsive and acceptable to TCIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

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

**2.23. FORMAT & SIGNING OF BID**

- 2.23.1 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.
- 2.23.2 The Bidder shall duly sign its bid with the exact name of the firm/company using the digital signature of the authorised person. Bidders to ensure that digital signature of only authorised person mentioned in PoA/Board Resolution is used to upload the bid. Failing which the bid will be liable for rejection.
- 2.23.3 Bid should be submitted along with a certified true copy of a board resolution or power of attorney in physical mode on stamp paper empowering authorized signatory to sign/act/execute documents binding the Bidder organization to the terms and conditions detailed in this tender.

**2.24. ADVICE TO BIDDERS FOR AVOIDING REJECTION OF THEIR OFFERS**

The purchaser has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible for the purchaser to seek clarifications for a long time in respect of incomplete offers. The bidders are advised to ensure that their bids are complete in all respects and conform to the terms, conditions and bid evaluation criteria of the tender. Bidders not complying with tender requirements may cause rejection of their bids.

**2.25. LANGUAGE OF BIDS**

The Bid should be filled by the Bidder in English language only. In case the supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

**2.26. SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify the authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of the tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and take appropriate action as per TCIL's policy .

The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid, that all the documents/certificates/information submitted by them for the said tender are genuine. In case any of the documents/certificates/information submitted by the bidder is

found to be false or forged, the bidder shall be debarred for a period of 2 years from participation in TCIL'S future tenders.

## **2.27. INTELLECTUAL PROPERTY RIGHTS**

All rights, title and interest of TCIL/MEA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of TCIL/MEA and Bidder shall not be entitled to use the same without the express prior written consent of TCIL/MEA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

## **2.28. FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM:**

- a) Based on the initiatives of government of India to help MSE vendors get immediate access to liquid fund based on TCIL's credit rating by discounting MSE's trade receivables through an auction mechanism where multiple financiers can participate and bid, TCIL registered itself on TReDS platform with M/s RXIL.
- b) Micro and Small Enterprise (MSE) bidders / vendors can avail this benefit by registering themselves with M/s RXIL providing e-discounting/electronic factoring services on its TReDS platform and following the procedures defined therein.
- c) All costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Bidders / Vendor.
- d) MSE Bidders / Vendor hereby agrees to indemnify, hold harmless and keep TCIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the RXIL's TReDS Platform or from the use of Services or from the TCIL's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- e) TCIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using facilities on RXIL's TReDS platform.

## **2.29. GeM Seller Id**

Bidder has to give undertaking that he is already registered on Government e-Marketplace (GeM) and their GeM seller ID is ..... / he is not registered on Government e-Marketplace (GeM) and will register on GeM and obtain GeM Seller ID if prompted by TCIL failing which their bid / offer can be rejected by TCIL.

## **2.30. PREFERENCE TO "MAKE IN INDIA" SUPPLIERS**

The tender is indivisible and only **Class I and Class-II Local Suppliers** are eligible to quote as per clause-3(a) of Govt. of India Order N0. P-45021/2/2017-PP (BE-II) dated 04.06.2020. the method of calculation of local content is attached in the tender for reference.

### **Definitions:**

Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

**The local content for the tender may be calculated as per format given in the tender**

**Class –I** local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

**Class –II** local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

**Non – local** supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

Eligibility of Class –I local supplier for different types of procurement:

a. In procurement of all goods, services of works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined under the Order, shall be eligible to bid irrespective of purchase value.

b. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

This tender comes under category (a) above. So, only class I & II local supplier are eligible to quote

Among all qualified bids, the lowest bid will be termed as L1. The contract will be awarded to L1.

**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 TCIL Tender No. \_\_\_\_\_ dated ..... . Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

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

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

"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I)/ 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.)

For Details Govt. of India Order N0. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.

**-END OF SECTION-2-**

**SECTION - 3****3. GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT****3.1 STANDARDS**

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

**3.2 PRICE APPLICABILITY**

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

**3.3 PATENT RIGHTS**

The Partner Agency shall provide indemnity to the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods/services or any part thereof.

**3.4 PERFORMANCE SECURITY**

- 3.4.1. Within 10 days of the Partner Agency's receipt of Letter of Intent (LOI), the Partner Agency shall furnish a Performance Security for the amount specified in special condition of the tender in the form of a Bank Guarantee issued by a Scheduled Bank from its branch in Delhi in the prescribed format given in this tender.
- 3.4.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Partner Agency's failure to complete its obligations under the contract.
- 3.4.3. The Performance Security shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by TCIL.
- 3.4.4. The Performance Security will be discharged by the Purchaser after completion of the Partner Agency's obligations including any warranty obligations under the contract.
- 3.4.5. On matters pertaining to the validity of PBG, please refer to Special Conditions of the contract (Section-4).

**3.5 CHANGE ORDERS**

The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications
- b) Services to be provided by the supplier.

If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

**3.6 SUB-LETTING**

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



### **3.7 LIQUIDATED DAMAGES**

- 3.7.1. The date of delivery of services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by TCIL, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- 3.7.2. In case the Agency fails to deliver the goods/services against the order, the same shall be procured from other Agencies at the cost and risk of the Partner Agency and the excess money will be recovered from any dues of the party.
- 3.7.3. For late deliveries, as liquidated damages, a sum equal to 1% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Partner Agency. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Agency for future purchases.
- 3.7.4. LD can be recovered from any dues of the Agency.

### **3.8 RISK PURCHASE**

- 3.8.1. In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said subcontractor/ supplier as per the terms of the contract.
- 3.8.2. On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the subcontractor/ supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL and the same be sent to the sub-contractor/supplier.
- 3.8.3. Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.
- 3.8.4. Demand notices may be sent to the original sub-contractor/ Supplier from time to time.

### **3.9 APPLICABLE LAWS**

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

### **3.10 GENERAL LIEN**

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

whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

### **3.11 ARBITRATION**

- 3.11.1. In the event of any dispute arising between TCIL and the Partner Agency in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The Agency expressly agrees that the arbitration proceedings shall be held at New Delhi.
- 3.11.2. The proceedings of arbitration shall be in English language.
- 3.11.3. In case the Partner Agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.
- 3.11.4. In case of Public Sector Undertaking/Government Departments  
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

### **3.12 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Agency at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Agency at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Agency may, with the concurrence of the Purchaser, elect to retain.

### **3.13 TERMINATION FOR DEFAULT**

- I. The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Partner Agency, terminate this contract in whole or in part.
- a) If the Agency fails to deliver any or all the goods and/or services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser.

- b) If the Agency fails to perform any other obligation(s) under the contract; and
  - c) If the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
  - d) On a notice period of 30 days.
- II. In the event the Purchaser terminates the contract in whole or in part pursuant to above paragraph the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and or services similar to those undelivered and the Partner Agency shall be liable to the Purchaser for any excess cost for such similar goods and or services. However, the Partner Agency shall continue the performance of the contract to the extent not terminated.

### **3.14 TERMINATION FOR INSOLVENCY**

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

### **3.15 REPEAT ORDER**

TCIL reserves the right to place Repeat Order for additional quantity up-to 100% of the original quantity of the Purchase Order at the same rate, terms & conditions of the existing purchase order during the currency of the purchase order. This provision shall not be applicable for optional items, quantities of which are indicative only and order for the same shall be placed as and when need arises in one or more instances during the currency of the purchase order.

### **3.16 FALL CLAUSE**

(a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract

- It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

**And/or**

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

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

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

In case under taking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

### **3.17 NOTE**

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

**- END OF SECTION 3 -**

## SECTION - 4

### 4. SPECIAL CONDITIONS OF CONTRACT

(NOTE: Provisions mentioned in this Section-4 shall complement terms/provisions mentioned in other sections. However, in case of conflict, terms / provisions mentioned in Section-4 shall prevail.)

#### 4.1 PRICE BASIS

F.O.R TCIL Bhawan, New Delhi (all inclusive).

Before submitting the duly filled, signed and stamped "Price Offer", bidders should ensure that they do not enter any comments like "As per Actuals, Will be Intimated Later on etc." If bidder uses these types of Comments while filling up Price Offer, the charges for the items wherever such comments are used shall be considered as "Zero" and the same shall be a binding on the bidder.

The price quoted shall be considered firm and no price escalation will be permitted. The price is to be quoted in INR.

#### 4.2 TAXES

Responsibilities of the correct taxes quoted in the price bid remains with the bidder. In case taxes quoted are not as per laws then the basic price shall be reduced in a way to keep total cost of the bid same.

Any other taxes if applicable in future during the currency of the contract shall be paid extra at actual against submission of Tax Invoice/documentary evidence. Bidder shall be responsible to comply with all the provisions of GST Law as may be applicable. TCIL shall have the right to recover any losses suffered due to noncompliance of any provisions of GST by Bidder. In case of change in rate due to change in Taxes/Duties/Regime the rate shall be applicable on pro-rata basis based on actual Nos. of applicable days. TCIL will reimburse GST after submission of proof of deposit of GST into Govt. A/c.

#### 4.3 PAYMENT TERMS

- TCIL shall release payment to selected bidder in INR through bank transfer/cheque.
- One time cost shall be paid along with the quarterly cost (O&M and Hosting charges) during which one time activity gets completed.
- The payment for services rendered by agency shall be released quarterly in arrears at the end of each quarter.

#### NOTE:

1. All payments to the Partner Agency shall be made upon submission of invoices/third party invoices along with necessary approval certificates and other documents as required to TCIL.
2. Payment to the Partner Agency shall be made only after due deduction of penalties, if any and is on back to back basis, as and when payment is received from MEA to TCIL.
3. No advance payment shall be given to the Partner Agency.
4. TDS on payments will be deducted as applicable.
5. All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the services to the satisfaction and timely submission of all reports as given in the scope of work.

#### 4.4 PAYING AUTHORITY

GGM (FBT)

3rd Floor, TCIL Bhawan, G.K.-I

New Delhi-110048.

#### 4.5 PERFORMANCE BANK GUARANTEE (PBG)

- i. The successful bidder needs to deposit/submit a Performance Bank Guarantee equal to 3% of total value of contract in the form of Bank Guarantee from nationalized bank OR Scheduled Commercial Bank having branch in Delhi in the given format only. The PBG shall be valid **up to**

**60 days beyond the period of contract period** and this will be extendable during project period if required. The PBG should be submitted within the period specified above; failing which TCIL may cancel the offer made to the bidder.

- ii. The PBG will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
- iii. The PBG shall be retained by TCIL for the period of 6 months from the end of contract. No interest will be payable by the TCIL on the amount of the Bid Security.
- iv. Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank having branch in Delhi through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi-110001
	IFS Code	ICIC0000007

#### **4.6 ISSUING OF PURCHASE ORDER.**

TCIL shall issue the Letter of Intent to the successful Bidder as and when the process of evaluation and approval of the bids is completed. Purchase Order shall be issued after submission of Performance Bank Guarantee (PBG) by successful bidder and its confirmation by Bank. However the services of the bidder will commence from the date of issuance of LOI to the successful bidder.

#### **4.7 PERIOD OF CONTRACT**

The Contract shall be valid for a period of 2 (Two) year from the date of award of LOI. TCIL reserves the right to extend the contract for a further period of two years at the same rate, terms & conditions of the original contract and subject to satisfactory performance during the previous contract period. Further, it shall be binding on the bidder failing which TCIL reserves the right to debar defaulting bidder from participating in future bids for a minimum period of 1 year or as per TCIL policy.

#### **4.8 NDA (Non-disclosure Agreement):**

Selected bidder shall not disclose the contract or any provision, specification, plan, design, content, pattern, sample or information thereof to any third party or to any entity else and has to sign comprehensive NDA with TCIL.

#### **4.9 Limitation of liability:**

Limitation of liability is up-to 100% of total purchase order value.

**- END OF SECTION 4 -**

## SECTION - 5

### **5. SCOPE OF WORK AND TERMS & CONDITIONS**

#### **5.1 e-VBAB NETWORK PROJECT BACKGROUND:**

The first phase of the project, called “Pan African e-Network Project (PAeNP)” was conceived by former President of India Late Dr. A.P.J. Abdul Kalam. The project was launched in 2009 and was successfully concluded on 30th Sept. 2017. The network provided tele-education and tele-medicine services through telecommunication links (MPLS/IPLC/satellite based) between Universities in India with Universities in Africa and Hospitals in India with Hospitals in Africa.

Subsequent to successful completion of this project, the Ministry of External Affairs (MEA), Govt. of India, approved the launch of a technologically upgraded PAeNP-Phase-I, now called the e-VBAB (e-VidyaBharti and e-ArogyaBharti) Network Project to continue providing Education and Healthcare services to African countries for another 5 years. TCIL has been designated as the implementing agency for the e-VBAB Network project and an agreement to this effect was signed between TCIL and the Ministry of External Affairs (MEA), Govt. of India on 10th September 2018. MEA, GOI, is strategic controller and end client for this project.

e-VBAB Network Project is to provide good quality, effective education/ medical services through web portals to the students/ doctors/paramedical staff in Africa for next 5 years, thereafter on a self-sustaining commercial model to:

- i. Provide high-quality Indian education to African students digitally.
- ii. To provide CME Service and Tele-consultation services.
- iii. Meet education demands in Africa at affordable cost.
- iv. Use of internet, dispersion of mobile network connectivity, artificial intelligence (AI) and machine learning to provide personalized learning for African students.
- v. Create a sustainable platform for delivery of education services.
- vi. To promote a positive brand of the Indian education and medicine services in the African continent.
- vii. To meet the growing needs and requirements of foreign students with special emphasis to African countries.

#### **Tele-Education(e-VB) :**

Through this component of the project, MEA, GoI aims at providing 15000 scholarships to students in 54 countries of Africa over the next 5 years for Certificate, Diploma, Undergraduate and Postgraduate Degree programmes in various disciplines. Duly empanelled Indian Higher Educational Institutions (HEIs)/Universities shall provide these services. Students from partner African countries can register under this project through the iLearn portal that acts as a landing page for those interested in joining courses/programmes. The portal was formally launched by Hon’ble External Affairs Minister, GoI in October 2019 and is live at [www.ilearn.gov.in](http://www.ilearn.gov.in).

The academic lifecycle on iLearn portal includes registration of learner on iLearn portal, enrolment of student on any programme/course, verification of students by Indian Mission in respective countries and approval of scholarship by MEA, course delivery through HEI/SWAYAM portal, monitoring of academic progress of student, conducting term examination, scholarship management during the programme and award of degree/certificate.

The iLearn portal accepts the applications for scholarships in two academic sessions during a year namely, January session and July session. The academic sessions to enroll under any course/ programme start before two months of commencement of course delivery. The data of students applied for scholarship through HEIs/University Portal are synced with iLearn data.

The users of the portal are African students, Missions, Indian HEIs/Universities, MEA/PMU, TCIL, Tele-education coordinators in African Universities and other stakeholders of the e-VBAB Network Project may be included.

Total 23 scholarships were awarded to African students during academic session in January 2020 and 1199 scholarships in July 2020. Currently 33 UG/PG/Certificate Programme of 6 Indian HEIs/Universities are offered through iLearn portal. More universities and courses shall be on-boarded as and when approval received. On other hand, as on date, MoUs have been signed with 17 African countries to partner in e-VBAB project and efforts are being made to on board more African countries for e-VBAB project.

### **Tele-Medicine (e-AB):**

Through this component of the project, MEA, GoI aims at providing tele-medicine services in hospitals/ institutions in partner African countries. Super Specialty Hospitals/Institutions from India shall offer Tele-Medicine services, namely Continued Medical Education(CME) and Tele-Consultations to African doctors/paramedical staff through a separate web platform. A distinct e-AarogyaBharati (tele-medicine) portal is in process for go live for this purpose.

## **5.2 iLearn Portal Introduction**

iLearn Portal (<https://www.ilearn.gov.in/>), an initiative of Ministry of External Affairs, Government of India, is a one-stop platform to impart quality learning experience from premier Indian institutions to students and professionals in Africa. Besides Diploma, Undergraduate and Postgraduate Degree programmes in various disciplines, learners from Africa can also enroll in MOOC /Short Term Certification courses offered by 9 (Nine) National Co-ordinators (including NPTEL) hosted at SWAYAM Portal (an Initiative of Ministry of Human Resources Development, Government of India), which has also been integrated with iLearn.

## **5.3 Scope of Work**

### **5.3.1. The broad areas of Scope of work are as below:**

i. The Partner Agency shall take over all the existing software, code, documents and all related artefacts and understanding from the existing Partner Agency. After takeover, the Partner Agency shall host the existing iLearn Portal applications and processes including all its existing features and functionalities on a continuous basis on cloud as a part of O & M with all security features and as per industry standard including but not limited to HTTPS 256 bit SSL (with TLS 1.2 or latest) hosting using EV-SSL certificate. The deployment on cloud is detailed below;

- a) The partner Agency shall host the iLearn Portal applications on a Government Community Cloud (GCC) Services of MEITY Empanelled Cloud Service Provider implementing Data Center (DC) and Disaster Recovery (DR) architecture, where the entire solution envisaged for this project would reside.
- b) Subcontracting of either DC or DR by the selected CSP or by the partner Agency is not allowed. The partner Agency should ensure that Data Centre site and DR site from where the cloud services are being provided should be in India and should be from same CSP. Both DC and DR should be located in different seismic zones.

- c) The partner Agency shall be responsible for adequately sizing the necessary compute & memory at both DC and DR, required for deployment of the applications (production environment) in the redundant architecture with no single point of failure within DC and DR, for 100 concurrent users at DC site and 50 concurrent users at DR site. If CPU utilisation exceeds 80% or memory utilisation exceeds 60% during the test or during whole project duration, the partner Agency shall expand the VMs horizontally or vertically without any additional cost at both DC and DR.
- d) It should be ensured that 100% data, databases etc. should be replicated and available at DR site and DC site(after failover/DR drill) meeting the RTP & RPO criterions.
- e) It is envisaged that few minor customization may be required in the application. Partner Agency should deploy and test the changes in staging environment before deployment in production environment and accordingly adequate staging environment at primary DC location to be provisioned.
- f) The RPO during disaster recovery shall be <=30 Minutes for transactional data, <= 1 Hour for other data including video content. RTO shall be <=2 Hours.
- g) DR drill needs to be performed by the bidder for two days at the interval of every six months of operation to check disaster preparedness. During DR drill the Primary DC has to be deactivated and complete operations shall be carried out from the DR site and should meet the RTO and RPO requirements. After restoration, data & databases changes made at DR should be available at DC. Relevant reports to be provided from CSP by the partner Agency
- h) Partner Agency will provide inside the cloud locations DC & DR URL monitoring and port monitoring tools for continuous monitoring of Response time, Page Load Time & availability of sequence of URLs and Ports. Specific text search option on web page to quickly identify the reason of outage, web page change detection, mail notifications must be available. URL monitoring data in graphical format should be available for project duration with customized reports for SLA. It should be adequately licensed to monitor desired URL, ports, services etc. each from within the Data Center and within the DR site separately.
- i) Partner Agency will provide software updates if any, patches for system software, virtualization software, O.S. etc. as and when released without any additional cost during the project duration.
- ii. Shall provide all related documentation but not limited to (FRS, SRS, User Manuals, etc.) of the Portal including all services/core functionalities as per client requirements.
- iii. Operations and Maintenance of the complete iLearn Portal and processes of this portal.
- iv. The entire source code, data and documentation of the Portal is copyright of MEA/ TCIL and the agency shall handover all related items of the Portal to MEA/TCIL at specified point of time or on conclusion of the contract. All the removable industry standard latest media required at the time of handover shall be provided by the Partner agency.
- v. Any other technical activities but not limited to required support for audit requirement of the Portal and any process improvement or change request management as required by MEA, Go/TCIL.

The detailed scope of work is as below:

### **5.3.2. Operations and Maintenance**

#### **a) Go-Live of iLearn System**

It is responsibility of the Partner Agency to understand and take the knowledge transfer (KT) from existing Agency and delivery of assigned specified works within predefined time as proposed in their solution, from the date of LOI. The agency should

- I. Understand the complete flow/life cycle of the iLearn Portal.
- II. Understand processes corresponding to services which are integrated with iLearn Portal.
- III. Understand the requirements related to issues/process improvement /changes etc. of the iLearn Portal.
- IV. Takeover of all administrative and infrastructure facilities/features but not limited to scripts, IP addresses ,DNS services, EV-SSL certificate and e-mail hosting, server, storage, scripts, relationship matrix and processes to manage the infrastructure part, databases, scripts etc.



which are associated with iLearn Portal., all past versions of APIs/services/applications etc. of already LIVE services across all platforms.

- V. Successfully implement the iLearn Portal with all components and configurations on a separate infrastructure (VMs, memory, storage etc.) on MeitY empanelled GCC cloud with the help of documents and five(5) sessions of KT alone from existing agency.
- VI. Takeover the existing backend functionalities and features of iLearn Portal and perform devops for the same.
- VII. Partner Agency need to conduct load testing at both DC and DR from STQC /CERT, GOI empanelled agency after completion of acceptance testing for all the hosted services. The testing is to be repeated every year or whenever major changes are made in the portal whichever is earlier.
- VIII. In Cloud hosting capability of enabling encryption of data both in rest and transit should be defined.
- IX. Partner Agency needs to ensure compliance of the project with Government of India IT security guidelines and security requirements indicated in the IT Act 2000.
- X. Partner Agency should complete above listed activities for successfully achieving the 'Go-Live'. Acceptance would be considered for each of above activities completed.

b) The partner Agency shall deploy resources for operations and maintenance and to carry out regular on going work related to bug fixing, creation of MIS reports, and improvements of processes of iLearn Portal etc. The O&M shall be carried out by the Partner Agency and includes the following:

- I. The Partner agency shall remove the bugs that are already identified/ will be identified during the contract period.
- II. Tickets raised against these bugs have to be resolved by the Partner Agency in a timely manner as per the SLAs.
- III. Adherence to SLA, provide SLA monitoring tool, Dashboard to MEA for evaluation of different service level parameters.
- IV. The Partner Agency shall create and regularly update all document related to iLearn Portal such as Functional, Security, Performance, and User manuals etc.
- V. Data archival and complete data and its back up management of iLearn Portal on continuous basis such that response time for accessing any features on iLearn Portal are not comprised at any point of service period.
- VI. Patch management of services, software licenses and other required component of iLearn Portal on continuous basis.
- VII. Any other standard O & M practices as per Industry standard for such Portal.
- VIII. Implement industry grade tools, processes and solutions for Continuous process improvements and Integration.
- IX. MIS reporting for administrative purpose of MEA.
- X. Make easily visible the Courses/Programmes available through e-VBAB Network Project for African learners/others and corresponding navigation for details of Courses/Programmes thereof.
- XI. The system should be maintained in such a way that is it is scalable in terms of any number of images; documents; videos and other similar features could be managed effectively.
- XII. System to offer facility for adding HEIs, adding programmes ,commencing of enrolment ,adding stakeholders ,adding partner country and LC and other details etc.
- XIII. The partner agency has to deliver in 1<sup>st</sup> quarter of contract period as part of O & M activity, the process improvement related to scholarship disbursement, academic progression of the learners, enhancing the Interface of stakeholders as per their roles and responsibilities and automate any manual process ,data syncing etc.

The bidders shall be given a walk-through of the complete e-VidyaBharati application and related technical queries shall be addressed during the Bid-Process. Owing to reasons of security and safety, the bidders shall be given one "DUMMY" login in test environment to understand the iLearn processes and requirements.

The partner agency may refer the detailing of the process flow/functional aspects etc. as given in “**Annexure I**” of the tender document for ‘AS IS’ understanding of the Portal and providing their solution to client and for doing O & M of the portal and process improvements and any technical activities required.

#### **5.4 Documentation**

- a) The Partner Agency shall create and maintain standard documentation but not limited to for Design and Development such as (Design Guidelines, FRS etc., Functional Testing, and Test plan, Test Cases etc., Release and Deployment, Store Presence, Performance Report, Security Testing Report, Training manuals, User Manuals, documents relate to services, payments related, technical document (APIs information) etc. Partner Agency shall share all the required documents with all the stakeholders as per approval and requirements of MEA/TCIL. Partner Agency should also maintain the Versions of documents such as FRS, API documents etc. Any new or change of versions must be approved by MEA, GoI.
- b) Partner agency should also provide the standard documents as per requirements of MEA, GoI/TCIL.

#### **5.5 Training and Demonstration**

The partner agency shall prepare / update and maintain the necessary manuals and training materials/ user manuals for all the modules and applications. Training materials should include online training / user manuals. The partner agency shall conduct training over video conferencing meeting for different stakeholders of the project namely, SPOC to Indian Mission, Indian Universities and African Universities and other stakeholders if required. The details of training schedule and plan shall be finalized in collaboration with MEA/TCIL.

#### **5.6 Audit, Statutory or Government Requirements**

At a minimum, following aspects of Platform Security and compliances shall have to be ascertained and ensured all the time, throughout the Contract period:

- a) Manage application, data and server security of iLearn portal as per ISO 27001 standards. The solution should be free from the vulnerabilities defined in Open Web Application Security Project (OWASP) top 10 vulnerabilities and other known vulnerabilities.
- b) Partner Agency must ensure the fulfilment of auditing, statutory and government compliances. All government requirements corresponding to documentation, implementation or other aspects shall be incorporated in existing and on-going developments and processes. The requirement can be adhoc or permanent in nature.
- c) Platform to comply with all applicable standards security and then audited through a CERT-IN empanelled third-party auditor nominated by MEA/TCIL. The Partner Agency is required to perform security audit on yearly basis or earlier (in cases where major update etc.) are done in the system. The Partner Agency shall be responsible for clearing out the non-compliances raised by the auditors at no extra cost.

#### **5.7 Data Security**

Partner Agency must ensure that iLearn Portal must provide comprehensive functional and data security. The functional security can be achieved by enabling role and permissions-based delegation model. The data security can be achieved by business logic or by way virtualization of the data. The Partner Agency must ensure that the technical team has to attend the meeting with department technical team and with MEA as per requirement on his own cost.

#### **5.8 Hardware and Infrastructure**

The iLearn application shall be deployed on Cloud platform with servers located in India. The Deployment of iLearn portal in Cloud infrastructure with 24x7 monitoring of cloud services using

URL monitoring tools to ensure compliance of SLA defined in section 5.9. The Cloud Service Provider shall be empanelled by the Ministry of Electronics and IT (MeitY), Govt. of India. MEA/TCIL's approval shall be taken for Cloud Service Provider.

Total cost of Cloud infrastructure including any set-up / configuration cost of Software offered by Bidder. All reports supporting Up-time requirements of iLearn Portal and other related services should be provided.

### 5.9 Service Level Metrics

The Partner Agency shall ensure compliance to uptime and performance requirements of e-VidyaBharati Solution (iLearn System) as indicated in the SLA in this tender document and any upgrades/major changes to the software shall be accordingly planned by Partner Agency for ensuring the SLA requirements after the approval from MEA/TCIL.

S. No.	Parameter	Expected service level	Breach	Measurement /Report sharing Frequency	Measurement Method
1.	Availability of all iLearn system and services	>99.9%	<99.9%	As per Industry standard /Monthly	<ul style="list-style-type: none"> <li>Through URL monitoring automated tool.</li> <li>Non- availability of even one of the agreed services shall be treated as breach of SLA.               <ol style="list-style-type: none"> <li>1) A deduction of 2% of quarterly payment for <math>\geq 99\%</math> to <math>&lt; 99.9\%</math> of availability.</li> <li>2) A deduction of 5% of quarterly payment for <math>&gt; 97\%</math> to <math>&lt; 99\%</math> of availability.</li> <li>3) A deduction of 10% of quarterly payment for <math>&lt; 97\%</math> of availability.</li> </ol> </li> </ul>
2.	Average turnaround and page loading including home page	$\leq 2$ seconds	$> 3$ seconds	As per Industry standard /Monthly	<ul style="list-style-type: none"> <li>Automated tools (URL Monitoring tool) shall be used for measurement of this time.</li> <li>Measured as the elapsed time between the action link/button being clicked and its response page appearing completely</li> <li>It will be tested using 2 test transactions per hour.</li> <li>Cache to be cleared before every transaction used for measurement</li> <li>Average must be achieved with more than 90% of the transactions being within 2 seconds and 9% of the transactions being within 2 - 3 seconds range.</li> <li>Non- availability of even one of the agreed services shall be treated as breach of SLA and</li> </ul>

					deduction of 5% of quarterly payment.
3.	Resolution of software defects reported to partner agency	Within 24 hours of reporting	>24 hours of reporting	As per Industry standard /Monthly	<ul style="list-style-type: none"> <li>Complaint management system— shall be used for measurement of the resolution time</li> <li>Partner Agency shall maintain relevant records and logs for this purpose.</li> <li>Non- availability of even one of the agreed services shall be treated as breach of SLA and deduction of 5% of quarterly payment.</li> </ul>
4.	Backup and Archival Management	>= 98 % to < 99%	<98%	Weekly/Monthly	<ul style="list-style-type: none"> <li>The Partner Agency shall take back up of data and logs. Given below is indicative backup and archival policy. The actual policy will be discussed and finalised in discussion MEA/TCIL. <ul style="list-style-type: none"> <li>Incremental backup – daily</li> <li>Full back up shall be taken on specific media once in a week.</li> <li>Two (2) weeks data backup must be available at any time.</li> </ul> </li> <li>Non- availability of even one of the agreed services shall be treated as breach of SLA and deduction of 0.5% of quarterly payment.</li> </ul>
<ul style="list-style-type: none"> <li><b>RTO &amp; RPO SLA</b></li> </ul>					
5	Recovery Time Objective (RTO)	<<RTO <= 2 hours>>	> 2 hour	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	10% of <<quarterly payment>> per every additional one hours of downtime.
6	RPO (SI need to ensure refer responsibility matrix)	RPO<= 01 hours for Video content and other data.  RPO<= 30 minutes for transactional data.	> 1 hour  > 30 minute	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	10% of << quarterly Payment>> per every additional one hour / 30 minutes of downtime for respective type of data.

			s		
7	Availability of Root Cause Analysis (RCA) reports.	Average within 5 Working days	> 5 working days		5% of << quarterly Payment>>

Note: Quarterly payment above means summation of quarterly payments due for routine operation and maintenance after go live and hosting charges on cloud of i-Learn system.

**- END OF SECTION 5**

## SECTION - 6

6. PRICE BID FORMAT

S. No.	Item Description	Unit	Quantity (If applicable)	Applicable HSN/SAC Code	Unit Rate without GST (Rs.)	Total Rate without GST (Rs.)	Applicable GST Value (Rs.)	Total Value with GST (Rs.)
			(I)	(II)	(III)	(IV) = (I) X (III)	(V)	(VI) = (IV) + (V)
<b>1.</b>	<b>Operation &amp; Maintenance (O &amp; M)</b>							
	Go LIVE of iLearn System	One Time	1					
	Routine Operation & Maintenance after Go Live	Annual	2					
	Hosting charges on cloud of iLearn System	Annual	2					
<b>2.</b>	Man-Month Charges for development activity if required (Optional)	Man-Month	50					
<b>Grand Total Cost</b>								

**Grand Total Cost (In words)** \_\_\_\_\_

- Lowest Bid will be on the basis of Grand Total. However Man-Month charges for development activity is an optional item for Purchaser. Order for which may/may not be placed by purchaser in one or more instances.
- Bidder shall mandatory mention the 8 digit / 6 digit applicable HSN / SAC code of all the Quoted items.
- In case of change in rate due to change in Taxes/Duties the rate shall be applicable on prorata basis based on actual nos. of applicable days.
- Before Submitting their Duly Filled "Price Bid Schedule & BOQ" the bidders should ensure that they do not enter any Comments in the above Table like "As per Actuals, Will be Intimated Later on etc." If Bidder uses these types of Comments while filling up the above Table for Price Bid Schedule & BOQ or if the charges for any item is left blank the Charges for the Items wherever such comments are used or if left blank shall be considered as "Zero" and the same shall be a binding on the bidder.
- The bidder must quote all items. Partial quote is liable for rejection.
- The requirement / Quantity mentioned above are indicative & may vary as per the actual requirements
- During regular O & M period system Admin/developer/UI expert/ DBA/ QA tester requirements is expected.
- If the price is quoted in technical bid or elsewhere (except price bid offer), the bid shall be rejected.

**- END OF SECTION 6 -**

**SECTION - 7****7. FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**

M/s Telecommunications Consultants India Ltd.,  
 TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA)  
 (With due stamp duty if applicable)

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

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

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 3% (Three percent) of the value of the Purchase Order i.e. for \_\_\_\_\_.

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

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

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

Authorized Signature  
 Manager  
 Seal of Bank

**- END OF SECTION 7**

**SECTION -8**

**8. BID SUBMISSION FORM**

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

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

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

Dear Sir,

In response to your above Tender, 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. TIN Number : \_\_\_\_\_
- State : \_\_\_\_\_
11. GST Regn. No. with address : \_\_\_\_\_
12. ECC Number : \_\_\_\_\_
13. Beneficiary's complete bank details in case payment through LC is approved
- Bank Account No. : \_\_\_\_\_
- IFSC / NEFT Code : \_\_\_\_\_
- Name of the Bank : \_\_\_\_\_
- Address of the Branch : \_\_\_\_\_
14. Particulars of EMD
- Amount : Rs. \_\_\_\_\_
- Mode of Payment (DD/BG) : \_\_\_\_\_
- DD/BG No. : \_\_\_\_\_
- Date : \_\_\_\_\_
- Name of the Bank : \_\_\_\_\_
- Address of the Bank : \_\_\_\_\_
- Validity of BG : \_\_\_\_\_
15. Particulars of Tender Fee
- Amount : Rs. \_\_\_\_\_
- DD No. : \_\_\_\_\_
- Date : \_\_\_\_\_
- Name of the Bank : \_\_\_\_\_
- Address of the Bank : \_\_\_\_\_

16. Average Annual Turnover of the Bidder in last 3 years ending 31.03.2020. (Please submit copy of audited Annual Report).

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

17. Details of similar work / order executed last 7 years ending 28.02.2021.

(Please submit copy of completion certificate from the client)

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

18. Are you a MSE Unit. If yes, please furnish Registration Details, Name of the DIC / State, whether SC/ST or not. All details are mandatory.

---

19. Company's Net worth as on 31.03.2020 (Rs in crores):

---

20. Sanctioned Cash Credit Limit and Sanctioned BG Limit as on or after 31.03.2020 (Rs. in Crores):

---

20. Information on current commitments /Ongoing Projects. Work orders are required to be attached for reference.

Sl. No	Brief Details of Project/ Work Order	Contract Date	Contract Value(lakhs)	Contract Completion Date	Value of outstanding work (lakhs)
1.					
2.					
3.					
4.					

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

**DECLARATION**

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.  
  
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains \_\_\_\_\_ No. of pages including all Annexure and Enclosures.

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

**- END OF SECTION 8 -**

**SECTION -9**

**9. NO-CONVICTION CERTIFICATE**

**[To be submitted on the Letterhead of the Bidder]**

No.

Date:

To:

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

Sub: Self Declaration of not been blacklisted for Tender No. ....dated .....

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 subject tender no. .... dated ..... for .....

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this tender no.....dated .....
- 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 practices on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Business Address:

Date :

Seal :

**- END OF SECTION 9 -**

**SECTION -10**

**10. Format for Power of Attorney**

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

**SPECIAL POWER OF ATTORNEY**

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

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

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

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

Signature : \_\_\_\_\_

SIGNATURES OF (Name , Designation) \_\_\_\_\_

CERTIFIED

Signature : \_\_\_\_\_

**WITNESS:-**

Signature: \_\_\_\_\_

(Name , Designation): \_\_\_\_\_

\_\_\_\_\_

**- END OF SECTION 10 -**

**SECTION -11****11. Bid Covering Letter**

[To Be Furnished on the Letterhead]

Group General Manager (MM),  
TCIL Bhawan, Greater Kailash-1  
New Delhi-110048.

Subject: Submission of the bid for the Tender No. <Ref No.>dated <date>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the TCIL on tender for <Name of the tender> with your Tender Number <tender no.> dated <insert date> and our Bid.

We are hereby submitting our Bid online, which includes this Prequalification Bid, Technical bid and the Financial Bid.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet/tender clauses.

We agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 180 days as stipulated in the tender document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

**- END OF SECTION 11 -**

**SECTION -12**

**12. BID SECURITY DECLARATION FORMAT**

We, the undersigned, declare that:

We, M/s .....(herein referred as bidder) understand that, according to bid clause No ....., bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

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

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

(Signature)

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

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

## SECTION -13

**13. CALCULATION FOR LOCAL CONTENT**

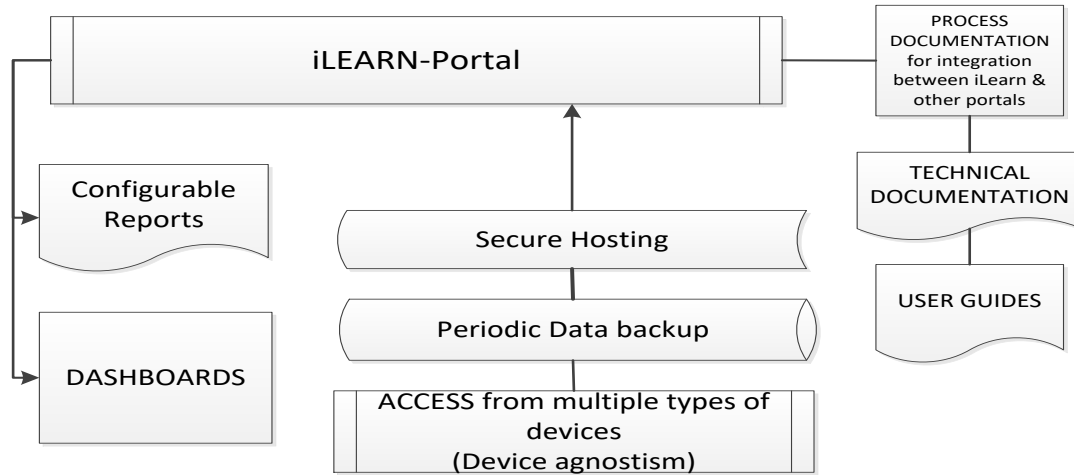
Sl. No.	Description of the Item	Unit	Qty	Basic Rate W/0 Tax (INR)		Total Cost W/0 Tax (INR)		
				Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic + Imported
			<b>a</b>	<b>b</b>	<b>c</b>	<b>d=a*b</b>	<b>e=a*c</b>	<b>f=d+e</b>
	<b>Total</b>				-		-	
	<b>% of Local Content = Total Cost Domestic [total (d) / Total Cost (domestic + Imported) (total (f)) x 100</b>							



## Annexure-I For Understanding of the iLearn Portal:

### I. Overview of the iLearn Portal

The iLearn Portal with linked deliverables is as illustrated as below:

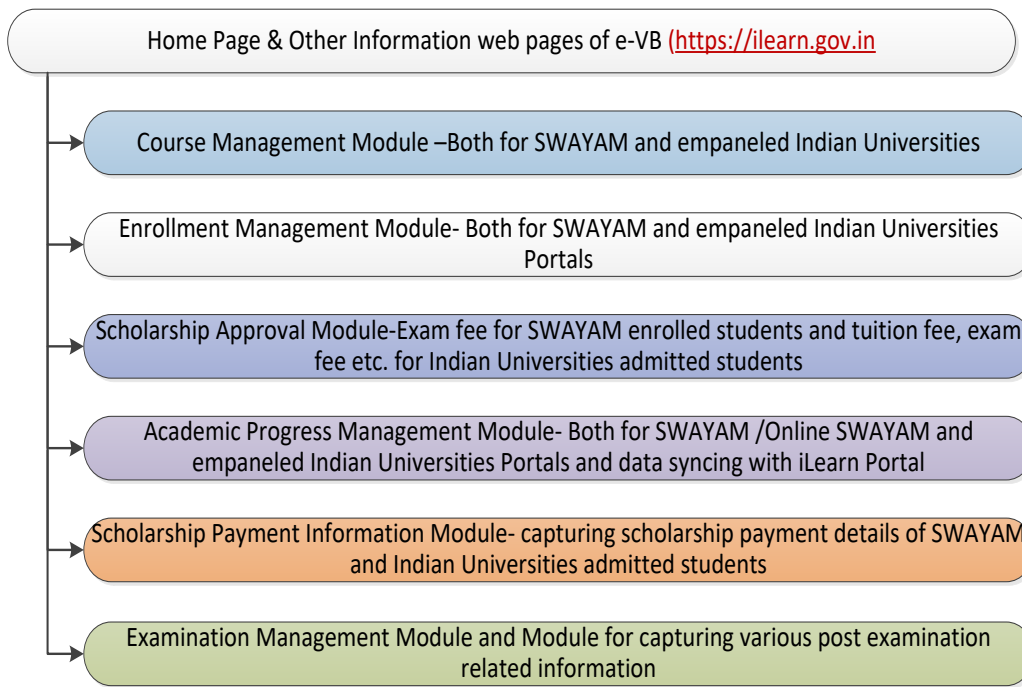


**Figure 10: Overview of e-VidyaBharati System**

### II. The iLearn Portal can be summarized as :

1. **The core features of the iLearn portal include** Course Management, Enrolment Management, Academic Progression Management, Scholarship tracking and its Management, Examination and Post Examination Management.
2. **Reporting features include** Dashboard view, Information on various web pages of iLearn Portal, user based access, Single Sign on Implementation (SSO) & creating various kinds of reports.
3. **Hosting includes** hosting iLearn with requisite security features, periodic data back etc. Moreover, comprehensive documentation for managing the iLearn Portal and for trouble shooting activities as and when required.

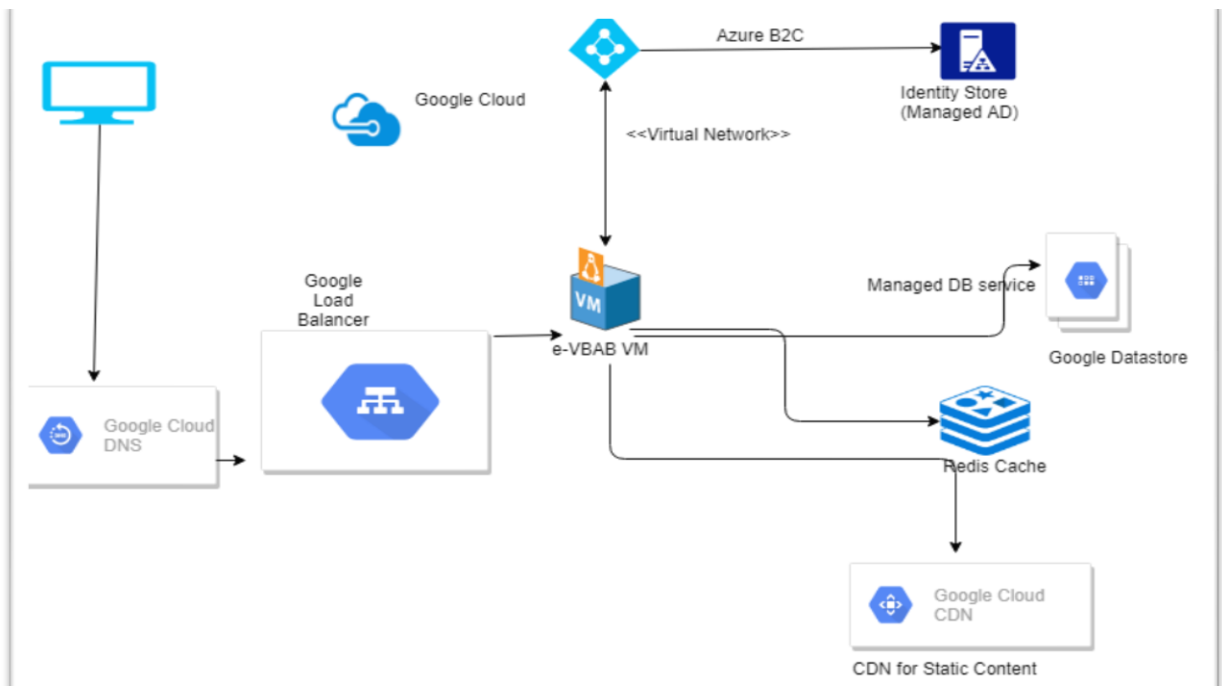
### III. Components & Modules of iLearn Portal



**IV. Architecture and Infrastructure details**

**INFRASTRUCTURE DETAILS**

Portal has been hosted on **Google Cloud VMs** and has been manually scaled depending on the load. Application has been built using **Python programming language** using **Google Cloud data store for database**.

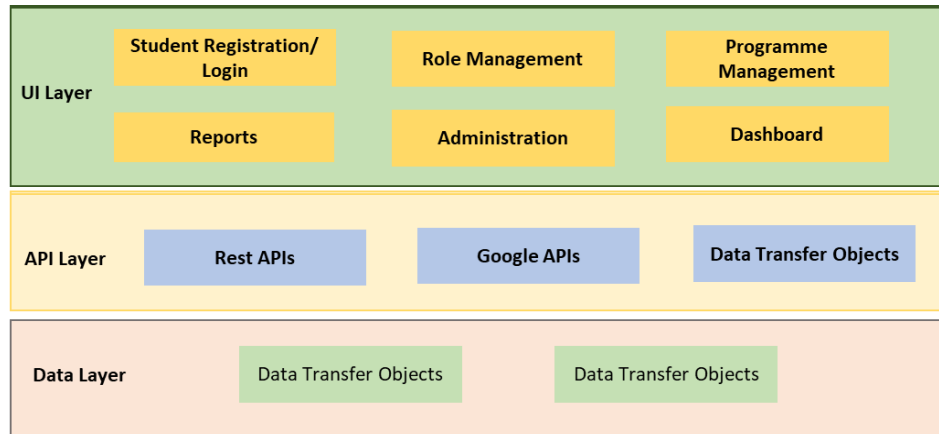


**SYSTEM ARCHITECTURE**

The application layers of iLearn Portal primarily consist of

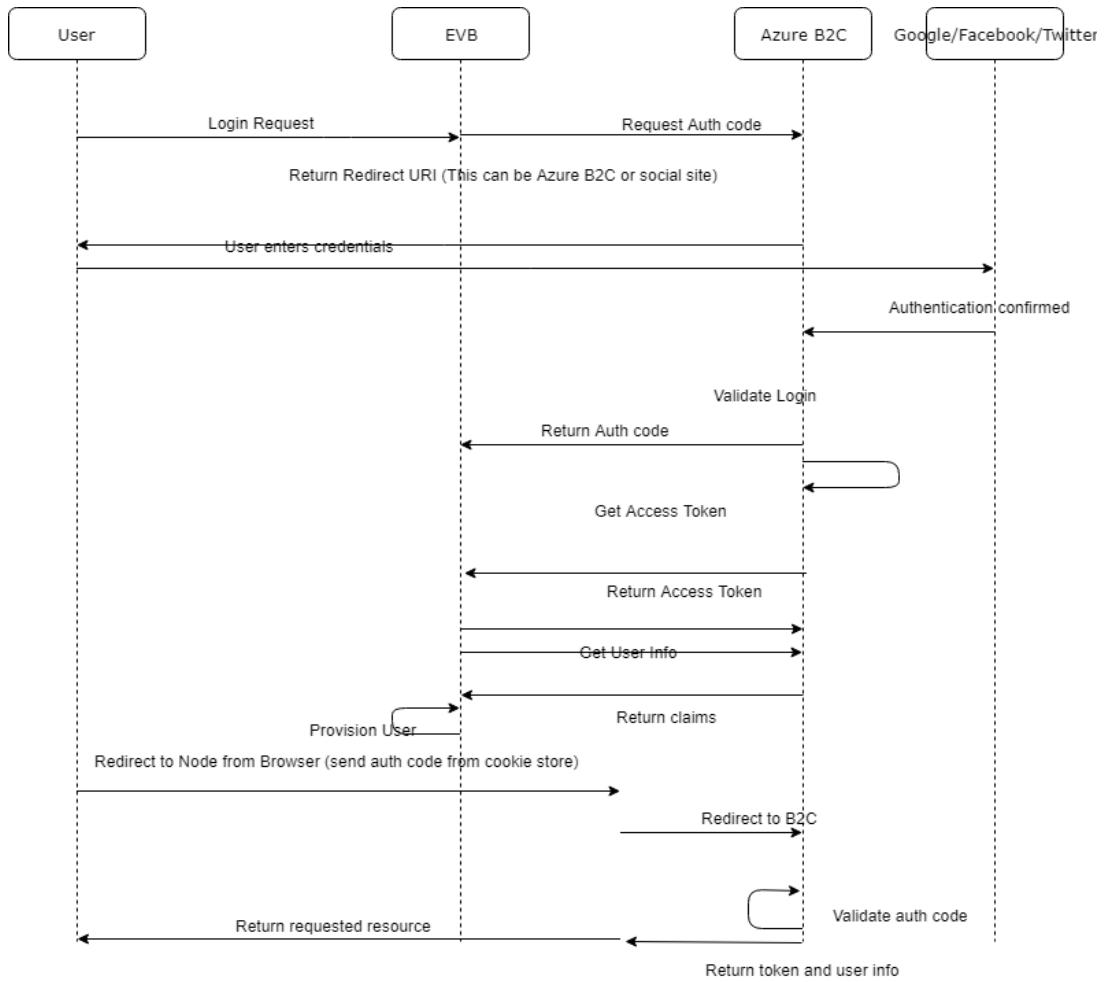
- UI Layer
- API Layer
- Data Layer

The following diagram shows the different components in each of above layers.



## AUTHENTICATION & AUTHORIZATION

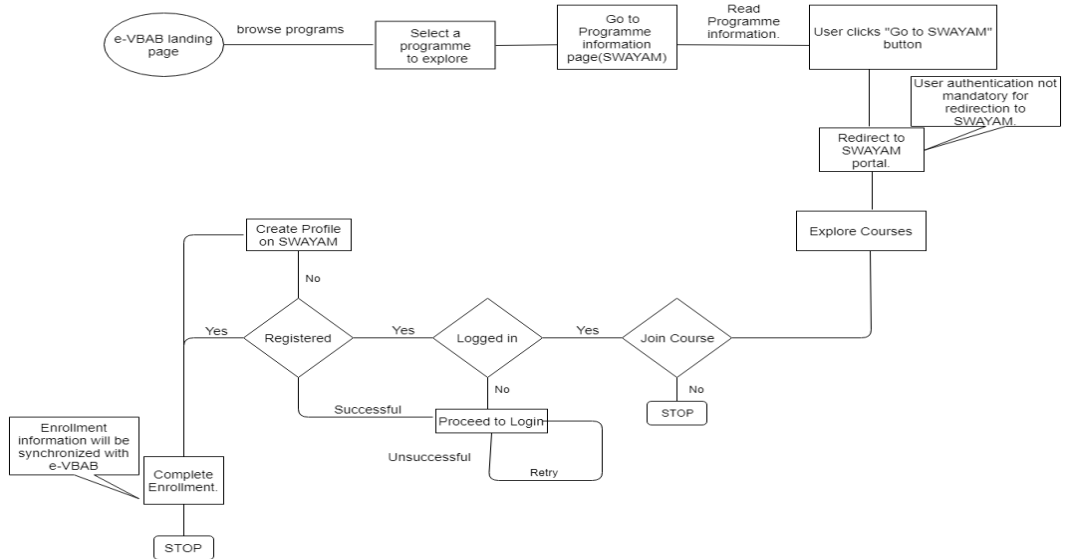
- Users registering and login into the iLearn portal has been authenticated using Azure B2C to allow the users into the system. Azure B2C provides users with local login as well as using their social logins like Google, Facebook & Microsoft account. The following figure would illustrate the authentication process for the user.
- Authentication for the application is done through Azure B2C which is a service provided by the Azure cloud for authentication which is currently used for the SWAYAM and which facilitates SSO. Static content can be retrieved through the Google CDN and uses **Redis Cache** service for caching data.
- Google Data Store has the iLearn Portal data along with the tables required for the statistical reports.
- Authorization for the users is being done through the role management module which provides the admins with a dashboard and management screens to give permissions to the users.
- Once the role entity is (for ex. Admin, MEA, Mission) created on the backend, the user can login to the admin dashboard to give additional permissions based on the e-mail address.



**V. Workflows of iLearn Portal**

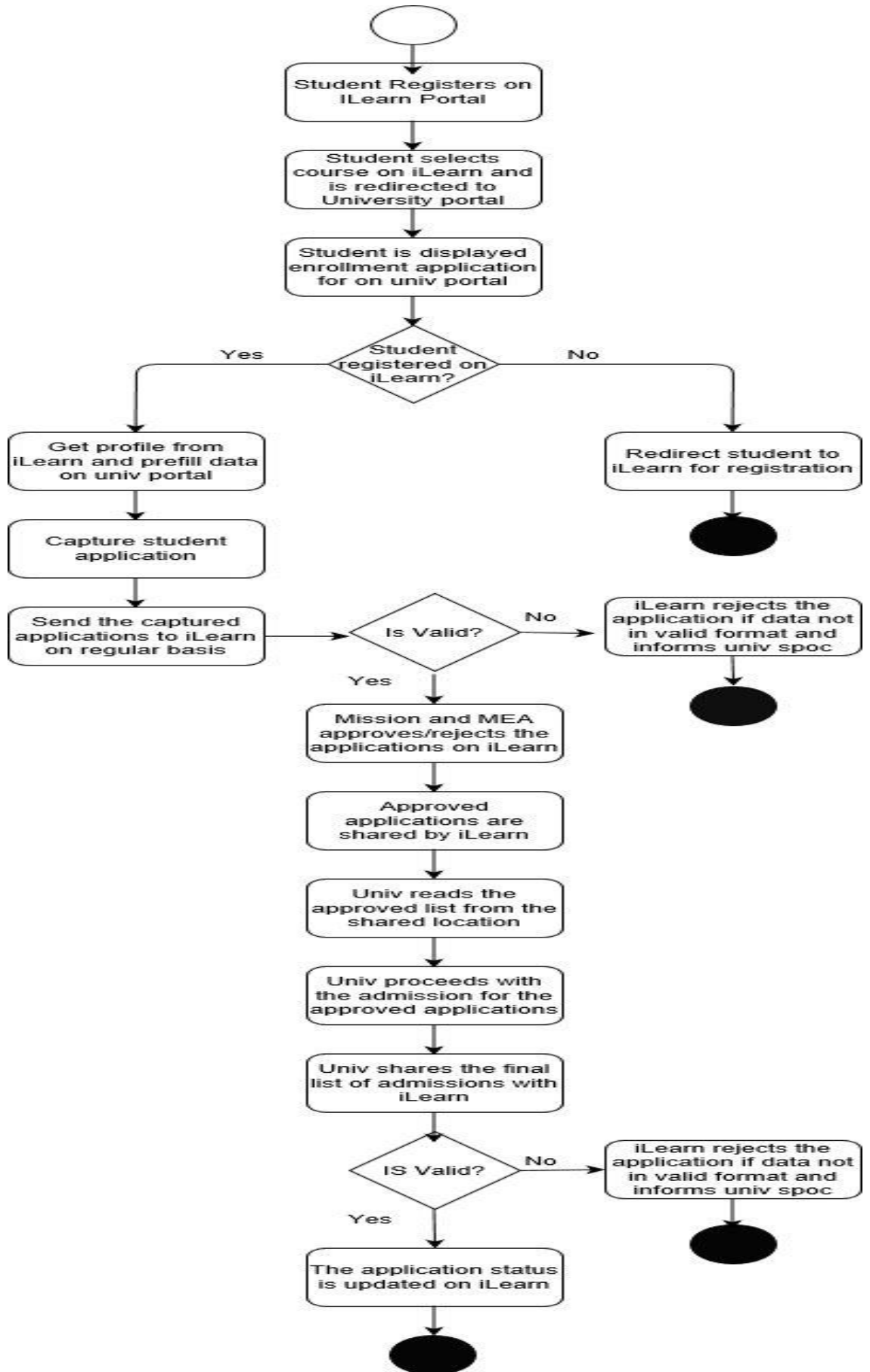
**a. Course enrolment at SWAYAM for MOOC courses**

**COURSE ENROLLMENT WORKFLOW**

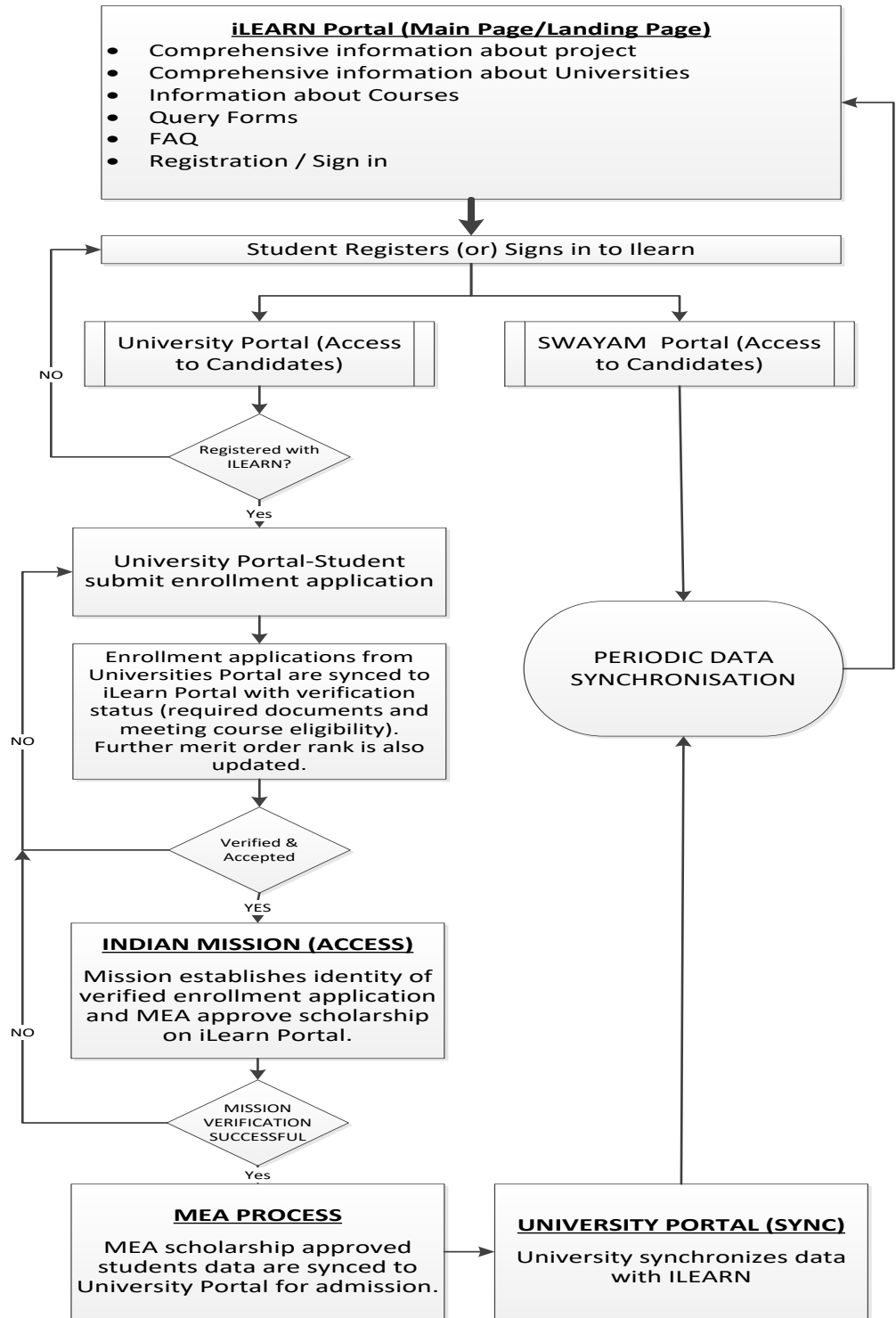


1. SWAYAM portal of MHRD, GoI offers more than 500+ short term courses (with duration of 3 to 4 weeks) of 9 National Coordinators. Courses are delivered through SWAYAM are available free of cost to all learners including African learners.
2. The important steps of academic lifecycle of SWAYAM MOOC courses are namely, registration at iLearn portal, enrolment in short term courses, course delivery, student progress monitoring, conduct examination, publish marks and issuance of certificate.
3. In case of SWAYAM courses, following are the additional activities for smooth delivery of SWAYAM short term courses through iLearn Portal:
  - iLearn portal use single sign on facility with SWAYAM portal.
  - SWAYAM offers facility of Synchronization with iLearn portal of the short-term courses available on SWAYAM portal during each academic session
  - Synchronization of LEARNERS DATA enrolled on SWAYAM portal
  - Synchronization of academic progression data of African learners from SWAYAM portal
  - Examination shall be conducted by MEA, directly or through a nominated testing agency for SWAYAM courses
  - The proctored examination marks shall be shared by testing agency with National Coordinators of SWAYAM to publish the final examination marks, result and issuance of certificate of successful candidates
  - Synchronization of data related to final examination marks, result and issuance of certificate with iLearn portal.

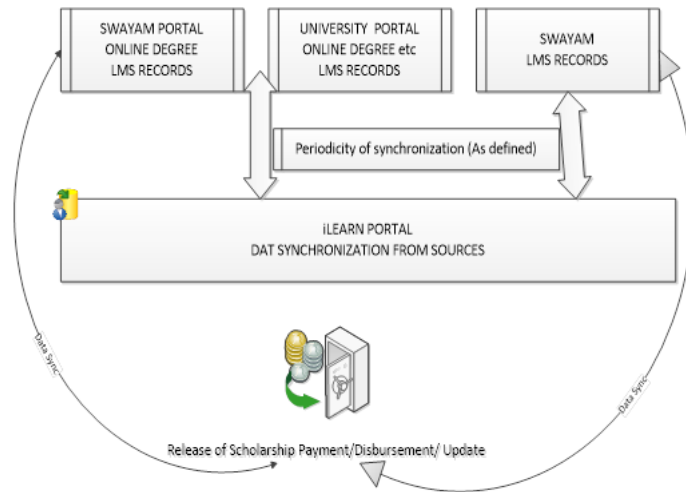
b. Enrolment work flow for UG/PG/Certificate Programme by Indian HEIs/University



- C. Process details of Information about e-VB project, Student Registration, Course selection at iLearn, joining a course at SWAYAM & Enrolment application at HEIs Portal and Scholarship approval by MEA.

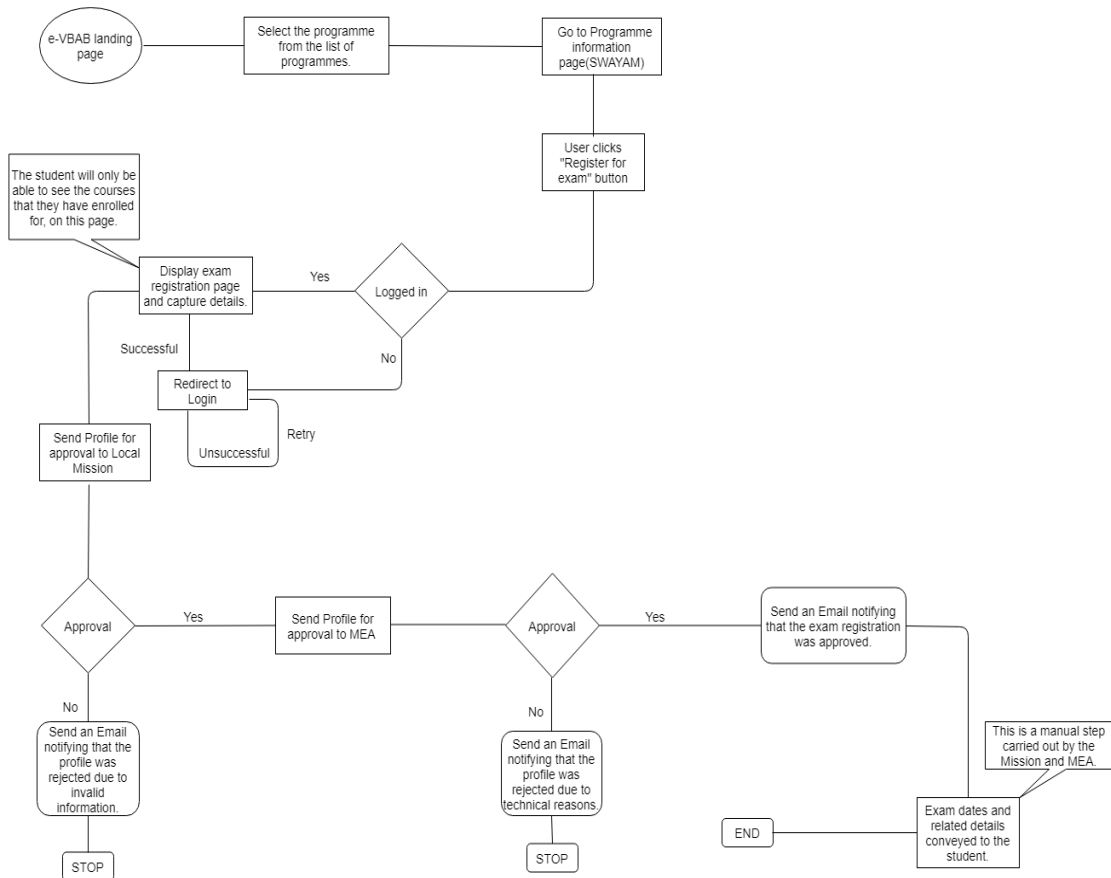


- d. Tracking Student academic Progress and maintaining information about Scholarship amount dues and disbursed/paid to Indian and African Institutions. Admitted Student starts learning either through SWAYAM On line degree portal /University Content delivery Portal or SWAYAM portal. (LMS-Learning management System)



e. Exam registration flow for SWAYAM MOOC courses

**EXAM REGISTRATION WORKFLOW**

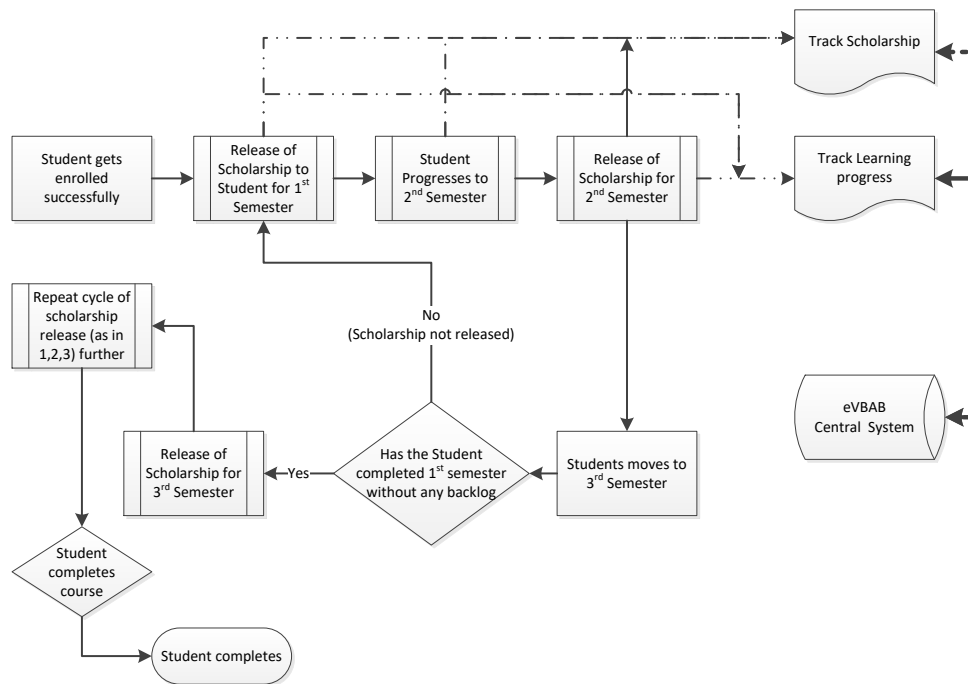


f. Scholarship tracking and its management



This functionality shall maintain the Information related to amount of scholarship dues and their payment status to the empaneled Indian HEIs/Universities and African Partner Universities at each academic session.

The scholarship for 1st and 2nd semester is approved for all learners enrolled in e-VidyaBharati UG/PG degree/ diploma/ certificate programmes by MEA at the time of joining the programme. The component of scholarship covers all types of fees charged to a learner by Indian HEI. The approval of scholarship amount of a student at 3rd semester and beyond, is governed by the rule defined where a student at 3rd Semester is eligible for getting scholarship only after clearing all the papers of 1st semester. The scholarship of learners shall continue in 4th semester only after clearing all the papers of 2nd Semester. The same rule shall be applied for upcoming semesters also. Refer illustration given in figure no. 7 given below:



**g. Dashboard and MIS reporting**

The e-VidyaBharati application shall provide dashboards having functionalities for performing roles and responsibilities along with MIS reports to enable various stakeholders to view reports on various parameters. Such reports shall be accessed by different stakeholder’s viz., MEA, Indian Mission, Tele-education coordinators, TCIL (the implementation Agency), Partner Indian Universities, NTA/ Other testing agency, PMU eVBAB, a Super user (Super Admin) etc. The UI interface will be provided to specific users that will give them view of iLearn database providing the ability to generate the custom reports as an when required by selecting any particular field, table or column by drag and drop feature. The MIS reports outputs should have the options to exporting in the formats PDF, MS excel, CSV, Word etc. and save, print the same in desired format.

The list of reports described in this section is indicative and the system integrator shall provision reports on all the parameters available on iLearn portal. As a particular data is available in the system it should be possible to get a report on that for the sake of helping MEA or its designated agencies in

analysis and/or decision making. The parameters determining the reports shall be dynamically executed during report generation. The e-VidyaBharati System must enable generation of following MIS reports but not limited to, for any specified period:

- i) Details of Enrolled learners with Email, Phone no., Date of birth, Age, Gender, Passport & National Id, Course wise, University wise, Learning Centre wise and Country wise
- ii) Details of Rejected learners on above parameters
- iii) Amount of Scholarship approved/withheld/rejected and disbursed
- iv) Number Application received based on country, Indian University, Age, Gender
- v) Number of enrolled learners in each semester, course wise, university wise, learning centre wise, country wise
- vi) Number of enrolled learners in each semester, course wise, university wise, learning centre wise, country wise
- vii) Number of learners enrolled in Multiple courses
- viii) Number of learners residing in one country with nationality of another
- ix) Number of learners enrolled in courses offered through iLearn portal
- x) Number of applications not approved or rejected due to use of full quota
- xi) Number of applications accepted or rejected by Mission and reasons for acceptance and rejection
- xii) Number of applications accepted or rejected by MEA and reasons for acceptance and rejection
- xiii) Number of applicants changed course – country wise, Indian University wise
- xiv) Number of applicants applied for multiple courses in same session
- xv) Number of applicants submitted passport
- xvi) Number of applicants submitted national id
- xvii) Number of learners continuing study and completing week by week study/ assessment/ quizzes
- xviii) Number of learners submitted internal assignments
- xix) Number of learners appeared in the examination
- xx) Number of learners visiting learning centre for academic learning country wise
- xxi) Number of learners visiting learning centre for examination country wise
- xxii) Number of learners passed country wise, university wise, course wise
- xxiii) Number of learners received transcripts
- xxiv) Number of universities shared grades/ marks on timely basis
- xxv) Number of universities shared transcripts on timely basis
- xxvi) Number of queries received by applicants/learners on support form.
- xxvii) Amount of scholarship due for each academic session, HEI-wise, country-wise, programme wise etc.
- xxviii) Total disbursement done of each academic session, HEI-wise, country-wise, programme wise etc.

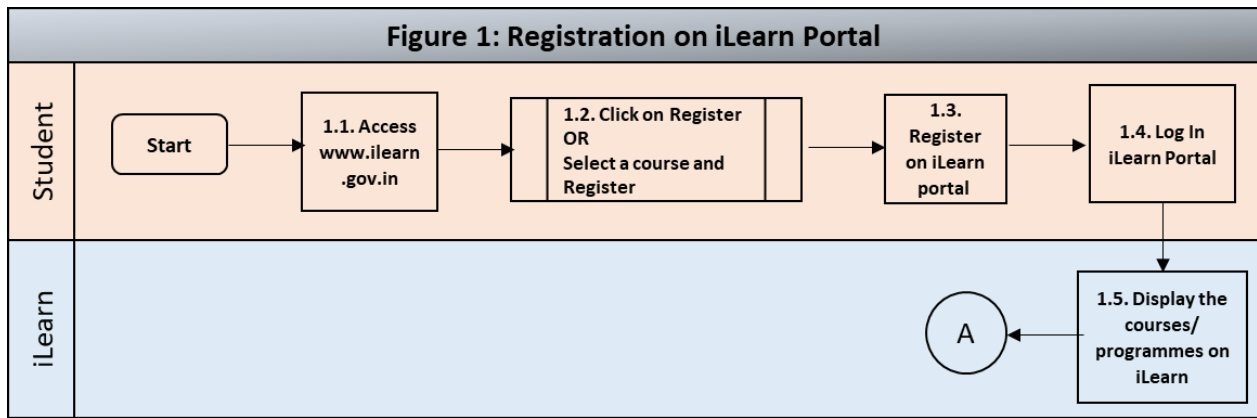
#### **I. Process Description**

All the services described for academic learning are delivered through a well-defined set of few core processes. There are illustrated below for understanding the system:

#### **Registration on iLearn Portal**

***Delivery portal: [www.ilearn.gov.in](http://www.ilearn.gov.in);***

***Responsibility: Student***



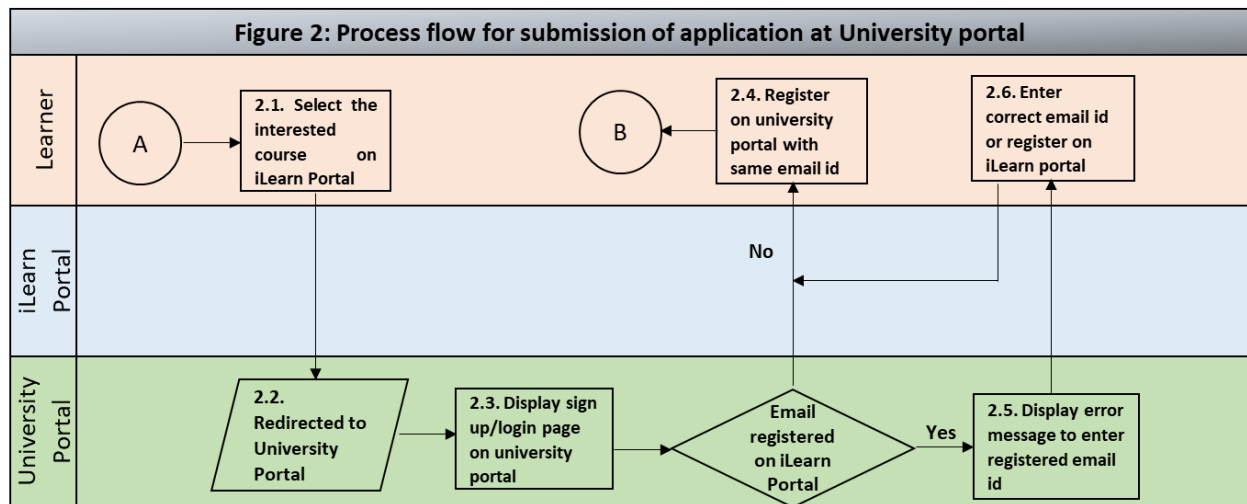
**Enrolment Process**

The process is categorized under two categories based on the services offered by University portal and iLearn portal:

**1) Submission of application in University Portal**

**Delivery portal: Indian University Portal;**

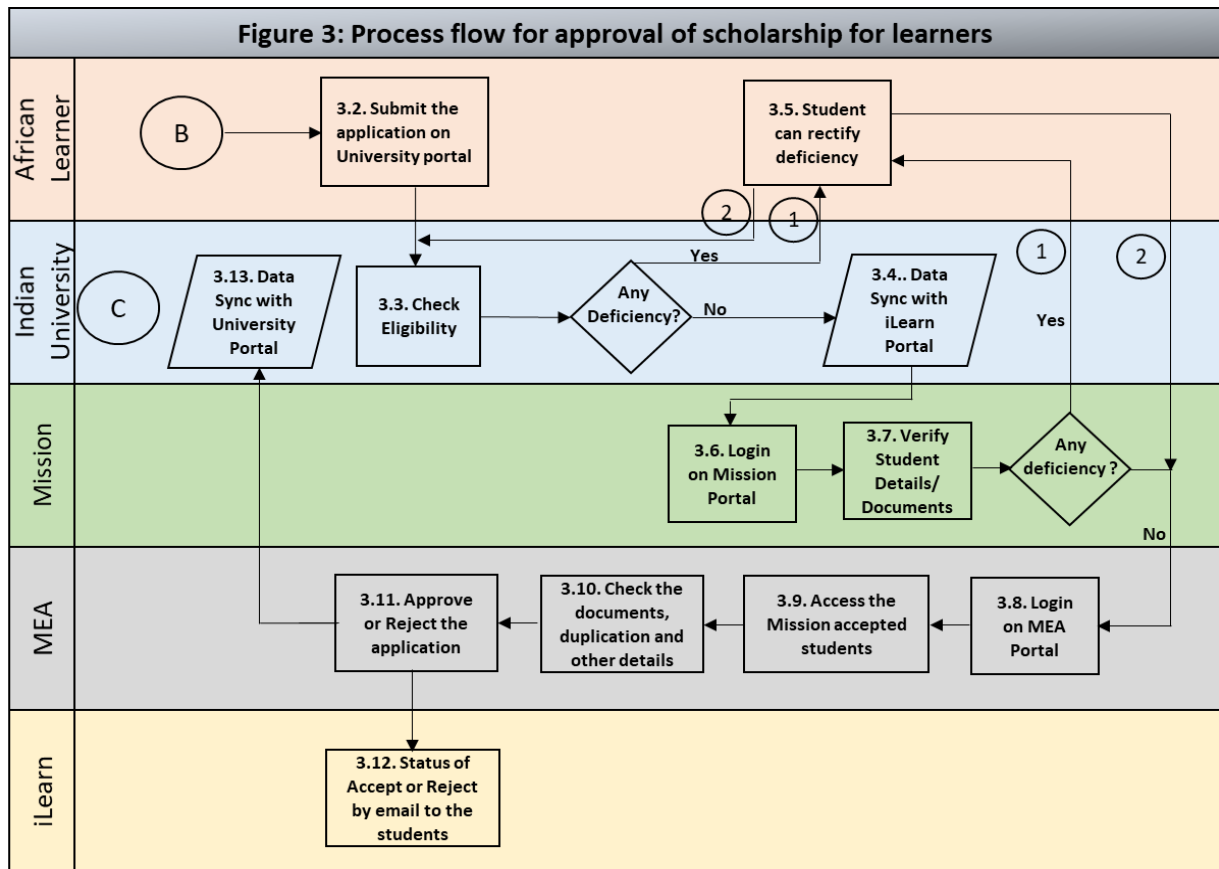
**Responsibility: Student**



**2) Approval of Scholarship for learners**

**Delivery portal: www.ilearn.gov.in;**

**Responsibility: Student**

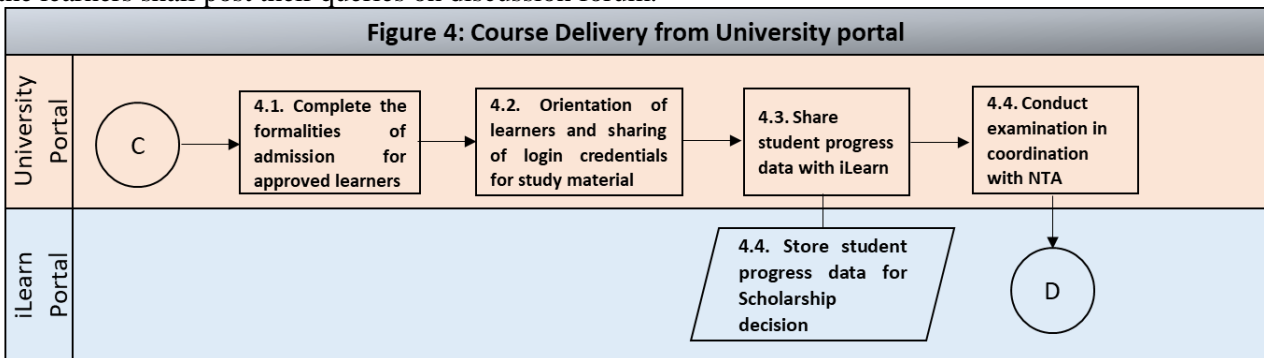


**Course Delivery**

**Delivery portal:** Indian University portal;

**Responsibility:** Indian University

Once learner is enrolled in interested course/programme, university shall provide login credential of university portal with learners to start study online course material and submit assessment/quizzes. In case of course queries, the learners shall post their queries on discussion forum.



**Student Academic Progress**

**Service Access Portal:** www.ilearn.gov.in;

**Service Provider Portal:** University Portal

The academic progress data of learners shall be synced from University portal to iLearn portal. The data shall consist parameters, but not limited to, number of week’s course completed, number of assignments submitted, appeared in semester examination and whether pass or fail.

**Examination**

**Case 1 - Universities shall conduct their own examination**

**Delivery Mode:** Online proctored examination;

**Responsibility:** Indian University

As per agreement signed between M/s TCIL and Indian Universities, the online examination shall be conducted by Indian Universities for learners in African Countries.

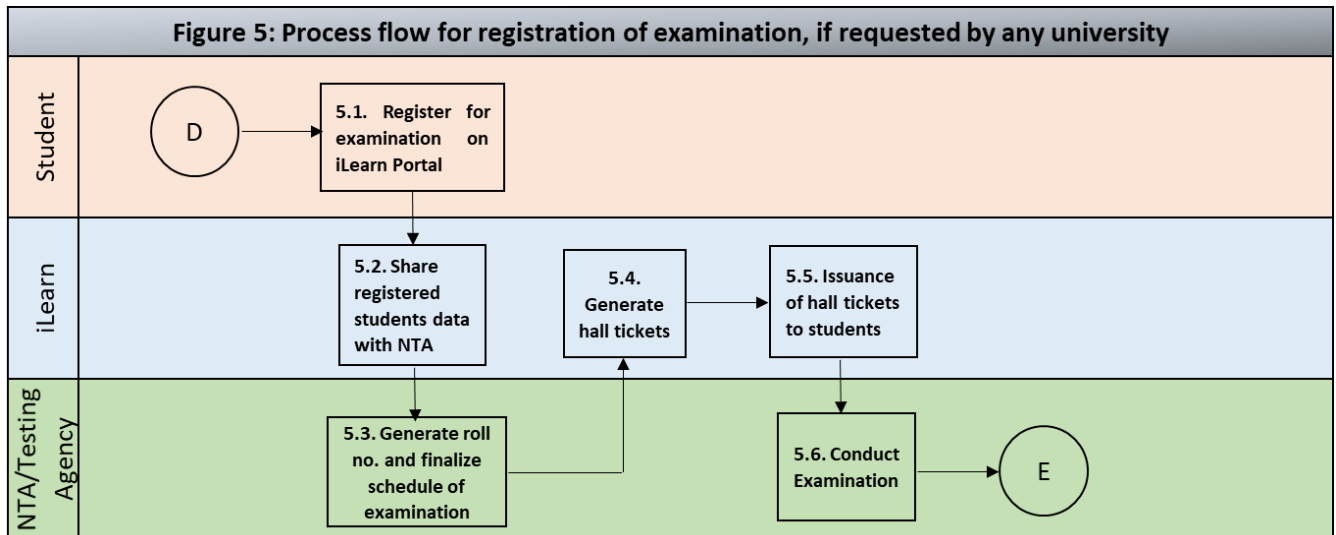
**Case 2 – Universities shall not conduct their own examination**

**Delivery Mode:** *www.ilearn.gov.in;*

**Responsibility:** *iLearn Portal/ Testing Agency*

MEA/TCIL may engage NTA/ other examination agency to conduct the examination in African countries. A separate module shall be developed by system integrator to facilitate following activities:

- 1 Registration of students for examination.
- 2 Designing of hall tickets as per roll number/schedule shared by testing agency.
- 3 Issuance of hall tickets to learners

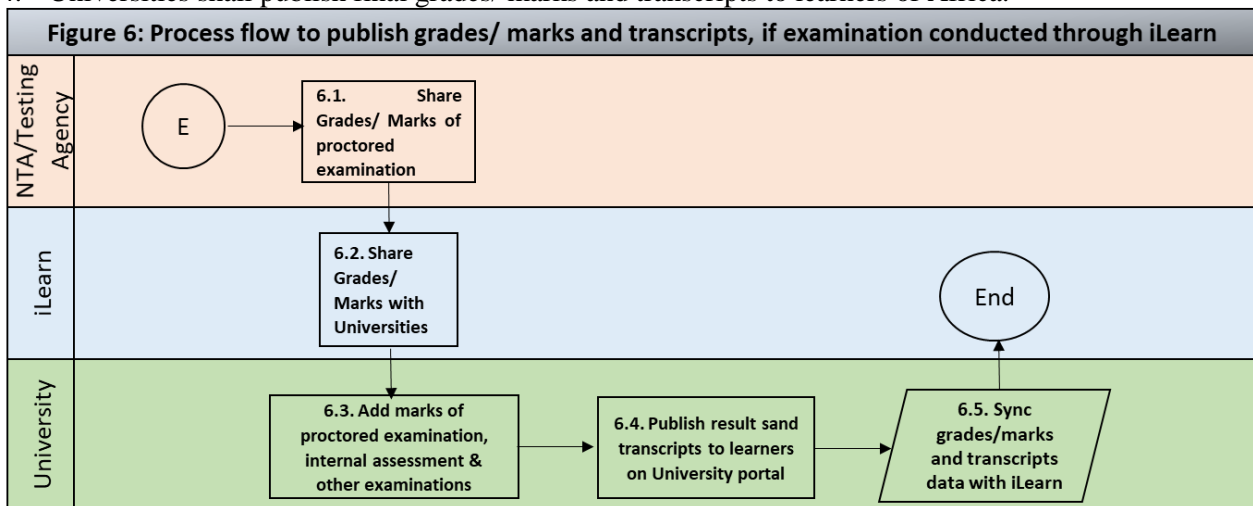


**Grades/ Marks and Transcript**

**Delivery portal:** *Indian University portal;*

**Responsibility:** *Indian University*

1. Testing agency shall share the grades/ marks of proctored examination with iLearn portal
2. iLearn portal shall share the marks with universities
3. Universities shall add all the marks viz., internal assessment/ quizzes and proctored examination to show the results
4. Universities shall publish final grades/ marks and transcripts to learners of Africa.



Salient features and information on iLearn portal			
S. No.	Feature	Details of feature	Status in Current Portal
1.	Logo on e-VBAB portal	The approved logo of e-VBAB and Ministry of External Affairs shall be located on landing page of iLearn portal.	Yes

2.	About us		Yes
3.	Registration/ Login on iLearn portal	<ol style="list-style-type: none"> <li>1. Student</li> <li>2. Mission (Country wise)</li> <li>3. MEA (Complete list)</li> <li>4. Learning Center/ TEC (Country wise)</li> <li>5. TCIL (Approved/Rejected students list)</li> <li>6. NTA (for students details registered for examination), if required</li> </ol>	To be updated
4.	Stakeholders details	<ol style="list-style-type: none"> <li>1. Partner Indian Universities – Logo, brief detail, contact person, list of courses offered</li> <li>2. Partner African Countries (details of learning center and Indian Mission) – Country page with LC details and Mission details. List will be increased till all 54 countries are covered.</li> </ol>	To be updated/process improvement
5.	Details about benefits of e- VBAB portal	<ol style="list-style-type: none"> <li>1. Importance of iLearn portal Section</li> <li>2. Scholarships Section</li> <li>3. Scholarship management</li> </ol>	To be updated/process improvement
6.	Details of Courses/ Programmes	<ol style="list-style-type: none"> <li>1. <b>Course category</b> <ol style="list-style-type: none"> <li>i) Engineering and Technology</li> <li>ii) IT</li> <li>iii) Healthcare</li> <li>iv) Tourism</li> <li>v) Humanities and Arts</li> </ol> </li> <li>2. <b>Programme category</b> <ol style="list-style-type: none"> <li>i) Postgraduate</li> <li>ii) Undergraduate</li> <li>iii) Diploma/ Certificate</li> </ol> </li> <li>3. <b>University Category</b> <ol style="list-style-type: none"> <li>i) Postgraduate</li> <li>ii) Undergraduate</li> <li>iii) Diploma/ Certificate</li> </ol> </li> </ol>	To be Updated
7.	Achievements	<ol style="list-style-type: none"> <li>1. No. of scholarships offered</li> <li>2. Academic progression</li> <li>3. Scholarship worth \$ xxxxx per annum</li> <li>4. 6+ Premier Institute</li> <li>5. Choose from 33 courses</li> <li>6. 17 participating countries</li> </ol>	To be updated/process improvement
8.	Additional Features	<ol style="list-style-type: none"> <li>1. Academic Calendar – Academic session, examination</li> <li>2. Secretary, MEA Video</li> <li>3. Events</li> <li>4. Announcement</li> <li>5. Archive Content – Webinar</li> <li>6. Support form/ Get More info</li> <li>7. Student's Testimonials</li> <li>8. Dynamic photo and video gallery</li> <li>9. Various types of data syncing between SWAYAM/HEIs Portal to iLearn Portal</li> </ol>	To be updated/Process improvement
9.	Search feature	<ol style="list-style-type: none"> <li>1. Courses/ Programmes with different categories</li> <li>2. Indian Universities</li> <li>3. African Universities</li> <li>4. African Country</li> </ol>	To be updated
10.	Frequently Asked Questions	<ol style="list-style-type: none"> <li>1. Registration</li> <li>2. Enrolment</li> <li>3. Scholarship – Condition, Stopping Scholarship</li> <li>4. Courses</li> <li>5. Examination – Type of examination, Exam Absences and</li> </ol>	To be updated

		Conflicts 6. Grades and Transcripts	
<b>11.</b>	Contact us	1. Details of support 2. Details of Indian Mission in African Countries	To be updated
<b>12.</b>	Legal Disclaimer and Policies	1. Term and condition 2. Privacy policy 3. Copyright policy 4. Hyperlinking policy	Yes