

**e-Tender**

**Document For**

**Procurement of e-Filing Software &  
upgradation of its existing Case Information  
System (CIS)**

**Tender No:- 23/5/2016-17/TDSAT/Admn/2026**

**Telecom Disputes Settlement & Appellate Tribunal  
(TDSAT)**

Room.No.372, 3rd Floor, Hotel Samrat, Kautilya Marg,  
Chanakyapuri, New Delhi – 110 021

Website:<https://tdsat.gov.in>

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## 1 DISCLAIMER

- 1.0 Though adequate care has been taken in the preparation of this Tender Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by 10<sup>th</sup> June, 2026. If this office receives no intimation by the above date, it shall be deemed that the Bidder is satisfied that the Tender Document is complete in all respects.

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
(Government of India)  
Room.No.372, 3rd Floor,  
Hotel Samrat, Kautilya Marg  
Chanakyapuri, New Delhi - 110 021

- 1.1 TDSAT reserves the right to reject any or all of the Bids submitted in response to this *Tender Document* at any stage without assigning any reasons whatsoever.

## 2 ABBREVIATIONS AND ACRONYM

AMC	Annual Maintenance Contract
BG	Bank Guarantee
EMD	Earnest Money Deposit
FSD	Finalized System Document
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
ISO	International Standards Organization
IST	Indian Standard Time
ITR	Income Tax Return
JVS	Joint Vigilance Sample
LoA	Letter of Award
TDSAT	Telecom Disputes Settlement & Appellate Tribunal
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
OHSAS	Occupational Health and Safety Advisory Services
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
QCBS	Quality Cum Cost Based Selection
SRS	System Requirement Specifications
S/w	Software
UAT	User Acceptance Test
Service Provider/Successful Bidder	The Bidder who will be finally selected & gets into an agreement with TDSAT for completing the work mentioned in this Tender Document

## OBJECTIVES

### 3.1 Objectives of this 'Tender Document'

TDSAT intends to procure the following as per the TDSAT's requirements -

1. Development of e-Filing Software
2. Upgradation of its existing Case Information System (CIS)
3. Upgradation of its website
4. Deployment of the e-filing software on the website of TDSAT
5. Maintenance of the above services

The objective of this tender document is to select a service provider, through bidding process, which has the required capability to provide and ensure the implementation of the above requirements mentioned in para 3.1 within the stipulated time frame.

The details of the project are as follows:

- To provide common web based application software that can be accessed by any Advocate/Party or general public
- To integrate the e-Filing Platform and CIS of TDSAT to the TDSAT website
- To process and generate data in real time across all Modules
- Simplification and automation of CIS and e-Filing process
- Fast and reliable Information Management

## 4. SCOPE OF WORK

### 4.1 Scope includes

1. Development of e-Filing Software
2. Upgradation of its existing Case Information System (CIS)
3. Upgradation of its website
4. Deployment of the e-filing software on the website of TDSAT
5. Maintenance of the above services

**4.1.1** The Software shall be exclusively designed, developed and customized for TDSAT as per its requirements. The service provider will be the implementation hand of TDSAT for the **e-filing software**. Software shall be customizable and configurable, consisting of following features:

1. Compatible with the existing/new Website and CIS software of TDSAT and able to run and communicate both ways with database required for generating new records
2. Software so developed should be able to communicate through notifications via email and SMS services
3. Software should have provision for generation of reports
4. Software should have Audit trail

#### 4.1.2 E- Filing Software should consist of various modules, such as

- i. **User Identity & Access Management:** Configure secure, role-based access for system users
- ii. **Case Submission & Management:** Enable case filing through configurable forms capturing all required details
- iii. **E-Service Notifications:** Automate notifications via email and SMS
- iv. **Legal Authentication & Compliance:** Integrate e-Sign and digital signature for secure authentication
- v. **Validation Engine:** Provide automated and manual scrutiny against common court objections
- vi. **Financial Tracking:** Integrate Bharat Kosh payment gateway for real-time fee and deposit processing
- vii. **Case Tracking Module:** Offer end-to-end case status tracking from draft to filing

#### 4.1.3 Case Information System should consist of various modules, such as

- i. **Account Branch:** Manage account filings, reports, and reprints
- ii. **Filing:** Handle fresh filings, reports, backlog cases, and party updates
- iii. **Scrutiny:** Conduct scrutiny processes and generate scrutiny reports
- iv. **Diary Compliance:** Maintain and update compliance forms
- v. **Bench Composition:** Create, view, and manage bench structures and priorities
- vi. **Case Categorization;** Categorize cases for streamlined processing
- vii. **Listing Proposal:** Manage case listing proposals
- viii. **Report:** Generate cause list, disposal, pending payment, and statement reports
- ix. **Court Updation:** Update court records, daily orders, case allocations, and judgments
- x. **Case Additional Detail:** Maintain additional case, party, and advocate details
- xi. **Master:** Manage master records for case types, advocates, subjects, institutions, and other entities
- xii. **Notice:** Create, manage, and report on notices, warrants, and defect memos
- xiii. **User Create & Menu:** Create users and manage menu configurations

#### 4.1 Customization and Design Development of Software:

The service provider shall prepare a document after review of the prevailing systems and procedures as below:

- a. **Functional & Systems Study:** Study existing CIS and its management systems, procedures and departmental functional requirements, processes, and user requirements and finalize the baseline requirement resulting in System Requirement Specification (SRS) preparation.
- b. **Design:** All Design Parameters will be discussed and finalized during the finalization of System Requirement Specification (SRS).
- c. **Security:** Design of the Security Architecture, preparation and implementation of a Security Administration Plan for the system.
- d. **Development:** Development of the software based on the System Requirement Specification frozen during Systems study.
- e. **Testing:** Prepare Test specifications, test data and test the application and

document test results.

#### **4.2 Acceptance Criteria:**

1. SRS finalization and approval by TDSAT.
2. Application design including database design (System design document) shall be approved by TDSAT.
3. Test plan finalization and approval by TDSAT.
4. Information Security Document
5. Requirement Traceability matrix(Audit)
6. User Acceptance of User Interface design of application.

#### **4.3 Operation, Support and AMC:**

The service provider has to provide one year support and after the same, AMC has to be entered with the service provider. The service provider has to quote the AMC charges for four years after the one-year support period in the tender separately.

The Service provider shall be responsible for Maintenance of the e-Filing Software, Case Information System (CIS) and its website for a period of five-years from the date of Go-Live till the end of contractual period.

The service provider shall revise the documents whenever changes are made in the software during the support period in the form of addendum to Original Documents.

#### **4.4 Online Support:**

The service provider has to provide online support through experienced professionals for the initial 1(one) year period and the same for the rest of the 4(four) years AMC period to assist TDSAT in implementation of solution, support and maintenance.

#### **4.5 Delivery:**

Successful Bidder shall deliver the system/solution within 120 Days preferably from the date of issue of the Purchase Order/Notification of Award. An additional buffer period of up to 60 days may be permitted in the event of unforeseen technical challenges, unanticipated circumstances, or approved changes/modifications to the scope of work. For any delays in delivery and installation beyond delivery & buffer period mentioned in the purchase order, the service provider will be liable for penalties at the sole discretion of TDSAT.

#### **4.6 Comprehensive Training:**

The successful bidder shall provide onsite/online training at the time of trial installation and finalization of software to the Officials of TDSAT.

#### **4.7 Change Request:**

During the contract, time to time, updates in the application or processes may be necessitated. In case of any change request, the service provider must make any and all such changes for the duration of the contract. The change requests shall

be considered during the first year after go-live. When provided the specifications of the change required, the service provider shall submit an estimate of work effort (man days) and cost for the change to TDSAT.

#### **4.8 Data Centre**

The service provider shall use the data center services as may be provided by TDSAT through the National Informatics Centre (NIC), New Delhi or any other private cloud/On premise infra for hosting of application. The service provider is required to host the application and services on the server infrastructure of Cloud Services or as the case may be, to be provided by TDSAT through NIC or any other vendor.

#### **4.9 Single Point of Contact**

The service provider shall appoint a single point of contact with whom TDSAT will interact for any activity pertaining to the requirements of this Tender document.

### **5. ELIGIBILITY CRITERIA**

#### **5.1 Pre-requisite**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bidder must also possess the technical know-how that would be required to successfully implement the solution and support services sought by TDSAT for the entire period of the contract. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidder not meeting the Eligibility Criteria stated below will not be considered for further invitation.

#### **5.2 Criteria For Minimum Eligibility And Bid Responsiveness:**

The Bidder shall fulfill the following Minimum Eligibility Criteria to participate in the bidding process. The Bidder should provide necessary documentary evidences of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

- a) The bidder participating in this tender should be a company/ firm registered under companies Act, 1956 / and who have GST registration and a valid MSME registration certificate
- b) The bidder should have the support center in Delhi at the time of bid submission to TDSAT.
- c) The bidder should have a defined 'Escalation Matrix' for service support and should provide telephone numbers & email ID for service support and organizational structure/hierarchy on company's letter head.
- d) The bidder should submit declaration stating that they are not debarred/ blacklisted by any Central/State Government, PSUs in the bid.

- e) The bidder should submit valid Statutory documents in the bid: copy of PAN card and copy of GST registration and GST Clearance Challan (Latest Copy of GSTR-3B for last six months)
- f) The bids **NOT** meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.

## **6. INSTRUCTIONS TO BIDDERS**

### **6.1 The Tender Document**

#### **6.1.1 Cost of 'Tender Document' document**

The 'Tender Form' would be made available to the prospective Bidders in the office of Registrar TDSAT, Room No.372, Hotel Samrat, Chanakya Puri, New Delhi- 110 021, upon payment of Rs 5,000/- (Rupees Five Thousand only) to be made in the name of Registrar TDSAT via Bank Draft/Manager's cheque . The 'Tender Document' is non-transferable and the fee paid is non-refundable.

#### **6.1.2 Clarifications of 'Tender Document' Documents and Pre-bid Meeting.**

- a) A pre-bid meeting will be held to address queries from the prospective bidders, if any. The prospective Bidder requiring any clarification with regard to the Tender may have the same enquired during the meeting. No bidder would be permitted to participate in the Tender, if the pre-bid meeting is not attended by the prospective bidder.
- b) TDSAT will respond to queries and requests for clarifications received **ONLY** from the prospective bidders who have purchased the Tender Document or have paid the price of the tender document before attending the pre-bid meeting.

#### **6.1.3 Amendment of 'Tender Document' Document**

At any time prior to the deadline for submission of bid, TDSAT may, for any reason, whether at its own initiative or in response to a clarification requested by Bidders, amend the Tender Document.

Amendments will be provided in the form of Addenda / corrigenda to the Tender Document, which will be posted in TDSAT's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its bid.

From the date of issue, the Addenda to the tender document shall be deemed to form an integral part of the Tender Document.

Bidders are requested to submit the bids after issue of amendments/clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any, before bid submission time & date.

## **6.2 Preparation of bid**

### **6.2.1 Cost of Bidding**

All costs and expenses incurred by prospective bidders, in any way associated with the development, preparation, and submission of their bids, including but not limited to; the attendance at conferences/meetings, presentations, discussions, demonstrations, etc. and providing any additional information sought by TDSAT, will be borne entirely and exclusively by the bidders.

### **6.2.2 Due Diligence**

The Bid shall be deemed to have been submitted after careful study and examination of this tender document. The Bid should be precise, complete and in the prescribed format as per the requirement of this tender document. Failure to furnish all information or submission of a bid not responsive to this tender document will be at the bidder's risk and may result in rejection of the bid. Also the grounds for rejection of bid should not be questioned after the final declaration of the successful bidder.

### **6.2.3 Earnest Money Deposit (EMD)**

The service provider should submit Earnest Money Deposit of Rs.3,00,000/- (Rupees Three Lakhs only) through a demand draft/Manager's cheque in favour of "**The Registrar, TDSAT, New Delhi**". The deposit of EMD is mandatory for all the bidders and no exemption, in any circumstances, shall be permitted to any one. No interest will be paid on the EMD.

### **6.2.4 Return of EMD**

- a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the offer validity / finalization of successful Bidder, whichever is earlier, but not exceeding six months.
- b) The EMD of the successful bidder will be returned after submission of performance bank guarantee.

### **6.2.5 Forfeiture of EMD**

The EMD made by the Agency will be forfeited if:

- a) The Bidder withdraws his offer after opening of the offers but before Notification of Award.
- b) The selected Bidder withdraws his offer / proposal before furnishing Performance Bank Guarantee.
- c) The Bidder violates any of the provisions of the tender document up to submission of Performance Bank Guarantee.
- d) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading or information submitted by the Bidder turns out to be incorrect and / or conceals or suppresses material information.
- e) Failure to accept the order by the Selected Bidder within 7 days from the

date of receipt of the Letter of Award / Work Order makes the EMD liable for forfeiture at the discretion of TDSAT. However, TDSAT reserves its right to consider at its sole discretion the late acceptance of the order by the selected Bidder.

- f) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instances, TDSAT at its discretion may cancel the order placed on the selected Bidder without giving any notice.

#### **6.2.6 Signing of bid**

The bids invited under this process should be duly signed and stamped by the Bidders. Any testimonials being presented should also be self-attested. The bid can be signed by a person or persons duly authorized to sign on behalf of the Bidder.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney as per Annexure - F or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the bid.

#### **6.2.7 Submission of Bids**

The Bids by interested bidders in response to the Tender should be submitted to the office of The Registrar, TDSAT, Room no.372, 3rd Floor, Hotel Samrat, Chanakya Puri, New Delhi-110 021.

The Bids should be made strictly as per the formats given in the Tender Document.

#### **6.2.8 Contents of the Bids**

The following documents duly placed in a file shall be inserted inside an Envelope. Essentially the Bid should be bound with indexing and page numbers:

- a. Proof of Purchase of 'Tender Document' (self certified)
- b. Earnest Money (EMD) in the form of Demand Draft / Pay Order– Annexure – A
- c. Tender Offer form (without price) – Annexure B.
- d. Bidder Information – Annexure C.
- e. Declaration of Acceptance of Terms and Conditions – Annexure D.
- f. Declaration of Acceptance of the Scope of Work – Annexure E
- g. Power of Attorney or Board Resolution for Signing of Tender Document – Annexure F
- h. Letter of Undertaking – Annexure G
- i. Pre-Qualification Tender Letter – Annexure H
- j. Declaration Regarding Clean Track by Agency – Annexure I
- k. Income Tax PAN Details (Enclose self certified photocopy).
- l. Technical Evaluation – Annexure J
- m. Bidder Experience – Annexure K

- n. Resource to be deployed – Annexure L
- o. Understanding of the Project - Annexure M
- p. Price Bid Form – Annexure N
- q. Price Bid Format– Annexure O
- r. Functional Upgradation Price Bid Format – Annexure P
- s. Proforma for performance Bank Guarantee – Annexure Q
- t. Non-Disclosure Agreement – Annexure R

### **6.2.9 Bid Language and Currency**

The Bid shall be in English Language. All prices shall be expressed in Indian Rupees only.

### **6.2.10 Deadline for Submission**

The last date of submission of bids is **27<sup>th</sup> June, 2026**, unless extended by TDSAT.

### **6.2.11 Right to Reject, Accept / Cancel the Bids**

TDSAT reserves the right to accept or reject, in full or in part, any or all the bids without assigning any reason whatsoever.

TDSAT does not bind itself to accept the lowest or any bidder and reserves the right to reject all or any bids or cancel the entire process, any time during the bidding process, without assigning any reason whatsoever. TDSAT also has the right to re-issue the Tender Document without the bidder having the right to object to such re-issue.

### **6.2.12 Tender Document Abandonment**

TDSAT may at its discretion abandon this tender process any time before Notification of Award or Purchase Order.

## **7. TERMS AND CONDITIONS**

### **7.1 Performance Bank Guarantee**

The Successful bidder should submit PBG for an amount of 5% of the total cost of the e-Filing Software, upgradation of its existing Case Information System (CIS), its website and deployment & maintenance of the same for the first year.

It is made here clear that the cost of the subsequent 4 years of AMC shall not be included for the purposes of the PBG. The PBG should be paid via bank draft/manager's cheque in the name of "Registrar, TDSAT" within 1 week from issue of Work Order. The PBG should be valid for beyond 30 days post 1 year support period.

Upon the receipt of Performance Bank Guarantee, TDSAT will discharge EMD of the Successful Bidder.

After submission of PBG, the successful bidder should enter into a Contract

Agreement with TDSAT.

## 7.2 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rates while making any payment.

Price Bids should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST, insurance, service taxes etc.

## 7.3 Payment Terms

- i) Advance of 25% of the cost associated with the **e-Filing Software, upgradation of its existing Case Information System (CIS), its website and deployment & maintenance of the same for the first year** will be disbursed post finalization of the System Requirement Specification (SRS) document only.
- ii) 50% of the above mentioned cost at the time of installation and commissioning of the software having all the modules and completion of hands on onsite training field
- iii) Balance 25% of the above mentioned cost on final acceptance by TDSAT and submission of satisfactory performance report by all the users
- iv) Any applicable penalties levied after release of 100% payment to service provider, shall be deducted from Performance Bank Guarantee Submitted by the Bidder.
- v) The AMC charges for the 4 year period to be paid on pro-rata basis every three months.
- vi) Payment shall be released within 30 days of receipt of correct invoice with supporting documents.

## 7.4 Extension of Purchase Order & Repeat order

The term of this Contract shall be for a period from the date of LoA and acceptance of the same by TDSAT and till AMC period of 4 years. TDSAT reserves the right to extend the contract subsequently. TDSAT has also right to place repeat order to the service provider for any of the services mentioned in the work order.

## 7.5 Confidentiality

The service provider and subcontractors, if any, shall (whether or not he submits the bid) treat the details of the documents as secret and confidential. The service provider shall execute a separate Non Disclosure Agreement (NDA) on the lines of the draft provided in **Annexure R** hereto.

## 7.6 Intellectual Property Rights:

All rights, title and interest of TDSAT in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of TDSAT and the service provider shall not be entitled to use the same without the express prior written consent of TDSAT. Nothing in contract including any discoveries, improvements or inventions made

upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

#### **7.7 Facilities Provided by TDSAT:**

TDSAT shall provide seating facility to the staff of service provider. The service provider will have to make their own arrangement for Desktop / Laptops. These facilities provided by TDSAT shall not be used for any personal use. In case of any misuse of the facilities, a penalty as deemed fit, shall be imposed and recovered from the pending bills of the service provider.

#### **7.8 No Damage of TDSAT Property**

Service provider shall ensure that there is no loss or damage to the property of TDSAT while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by TDSAT shall be recovered from service Provider.

#### **7.9 Indemnity**

The service provider shall indemnify, protect and save TDSAT and hold TDSAT harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from -

- a) An act of omission or commission of the service provider, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- b) Breach of any of the terms of this Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the service provider,
- c) Bonafide use of the deliverables and or services provided by the service provider,
- d) Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the service provider, under this Agreement,
- f) Breach of confidentiality obligations of the service provider,
- g) Gross negligence or gross misconduct solely attributable to the service provider or by any agency, contractor, subcontractor or any of their employees by the service provider for the purpose of any or all of the obligations under this Agreement.

The service provider shall further indemnify TDSAT against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on TDSAT for malfunctioning of the equipment or software or deliverables at all points of time, provided, however, TDSAT notifies the service provider in writing immediately on being aware of such claim, and the service provider has sole control of defense and all

related settlement negotiations.

Service provider shall be responsible for any loss of data, loss of life, etc, due to acts of service provider's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The service provider shall indemnify TDSAT (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the service provider with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the service provider, its employees, sub-contractor and agents.
- d) Breach of any terms of Agreement.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by TDSAT arising out of claims made by its customers and/or regulatory authorities.

The service provider shall indemnify, protect and save TDSAT against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to TDSAT from whatsoever source, provided TDSAT notifies the Agency in writing as soon as practicable when TDSAT becomes aware of the claim however,

- a) The service provider has sole control of the defense and all related settlement negotiations
- b) TDSAT provides the service provider with the assistance, information and authority reasonably necessary to perform the above and
- c) TDSAT does not make any statements or comments or representations about the claim without the prior written consent of the service provider, except where TDSAT is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by TDSAT arising out of claims made by its customers and/or regulatory authorities.

#### **7.10 Service Provider's Liability**

The selected service provider will be liable for all the deliverables.

The service provider's aggregate liability in connection with obligations undertaken as part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by TDSAT arising out of claims made by its customers and/or regulatory authorities.

### **7.11 Liquidated Damages**

Due to negligent act of the service provider, if TDSAT suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the service provider shall agree to pay such liquidated damages as defined hereunder:

The total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the contract/WO.

### **7.12 Fraudulent and Corrupt Practice**

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TDSAT of the benefits of free and open competition.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) TDSAT will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

### **7.13 Force Majeure**

Notwithstanding the provisions of the Tender Document, the service provider or TDSAT shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving TDSAT or Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the service provider shall promptly notify TDSAT in writing of such condition and cause thereof. Unless otherwise directed by TDSAT in writing, the service provider shall continue to perform its obligations under contract as far as possible.

### **7.14 Work Order cancellation**

TDSAT reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to TDSAT alone;

- a) Serious discrepancy observed during performance as per the scope of

project

- a) If the service provider makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the service provider turns out to be incorrect and/or conceals or suppresses material information.

### **7.15 Resolution of Disputes**

All disputes or differences between TDSAT and the service provider shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at New Delhi.

### **7.16 Governing and Applicable Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Contract to be executed between TDSAT and the successful bidder shall be interpreted in accordance with the laws of the Union of India and the service provider shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of TDSAT falls.

### **7.17 Addresses for Notices**

Following shall be address of TDSAT for notice(s) purpose:

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate  
Tribunal, Government of India,  
Room.No.372, 3rd Floor, Hotel Samrat,  
Kautilya Marg,  
Chanakyapuri, New Delhi - 110 021

## 8. DOCUMENTS & FORMS TO BE PUT IN BID ENVELOPE

### Annexure A - Bidder's Letter for EMD / Bid Security

#### To

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

**Subject: Tender document No. 23/5/2016-17/TDSAT/Admn** for "Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)" at TDSAT Office Premises at New Delhi

We have paid EMD with DD/Manager's cheque No. \_\_\_\_\_ issued by the \_\_\_\_\_ branch of the \_\_\_\_\_ Bank, for the sum of Rs.3, 00,000/- (Rupees Three Lakhs only).

This EMD is as required by clause of the Instructions to bidders, referred to in the Tender Document.

Thanking you,

Yours faithfully,

(Signature of the Authorized representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure B – Tender Document Offer Form (without Price)**  
*(Bidder's Letter Head)*

**OFFER LETTER**

Date:

To

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Dear Sir,

**Subject: Tender document No. 23/5/2016-17/TDSAT/Admn** for “Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)” at TDSAT Office Premises at New Delhi.

We have examined the above referred Tender document. As per the terms and conditions specified in the Tender document, and in accordance with the schedule of prices indicated in the price bid form and made part of this bid.

We acknowledge having received the following addenda / corrigenda to the tender document.

Addendum No. / Corrigendum No.	Dated

While submitting this Offer, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this bid are for TDSAT.

If our bid is accepted, we undertake, to start the assignment under the scope immediately after receipt of your LoA. We have taken note of penalty clauses in the tender document and agree to the same. We also note that TDSAT reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of TDSAT will be final and binding on us.

We agree to abide by this offer till 90 days from the last date stipulated by TDSAT for

submission of bid, and our offer shall remain binding upon us and may be accepted by TDSAT any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, TDSAT will have the right to disqualify /blacklist us and forfeit Bid security.

We undertake to comply with the terms and conditions of the Tender document. We understand that TDSAT may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address

### Annexure C - Bidder's Information

Sr. No.	Description	Supporting Documents with.	Page No.
1	Name of the Company/ Firm		
2	Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.		
3	Legal Status of the Company in India & Nature of Business in India		
4	Address of the Registered Office in India		
5	Name & e-mail id, phone number, fax of the Contact Person	Phone: Fax: Email	
6	Web-Site		
7	Annual Financial Turnover in last 5 years (Rs.)	FY2020-21 FY2021-22 FY2022-23 FY2023-24 FY2024-25	
8	EMD details		
9	Proof of purchase of bid document		

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

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

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

Date: \_\_\_\_\_, Place \_\_\_\_\_

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

**Annexure D – Declaration for Acceptance of Tender Document Terms and Conditions**

**To**

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Sir,

**Subject:** Tender document No. 23/5/2016-17/TDSAT/Admn\_for “Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)” at TDSAT Office Premises at New Delhi

I have carefully gone through the Terms & Conditions contained in the above referred tender document. I declare that all the provisions of this tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized representative)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure E – Declaration for Acceptance of Scope of Work**

**To**

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Sir,

**Subject: Tender document No. 23/5/2016-17/TDSAT/Admn\_** for “Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)” at TDSAT Office Premises at New Delhi

I have carefully gone through the Scope of Work contained in the above referred tender document and the same is acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized representative)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure F – Format Power of Attorney**

**(On a stamp paper of relevant value)**

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “ \_\_\_\_\_ ” in response to the tender document No. \_\_\_\_\_ by TDSAT, including signing and submission of all the documents and providing information / responses to TDSAT in all the matter in connection with our Offer.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

For \_\_\_\_\_.  
(Signature)  
(Name Designation and Address)

Accepted  
Signature)  
(Name Designation)  
Date:  
Business Address:

**Annexure G - Letter of Undertaking**

**(On Bidder's Letter Head)**

---

To

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Reg.: Our Bid in response to **Tender document No. 23/5/2016-17/TDSAT/Admn**  
for "Procurement of e-Filing Software & upgradation of its existing Case  
Information System (CIS)" at TDSAT Office Premises at New Delhi

Sir,

We submit our Bid herewith.

We understand that

- You are not bound to accept the lowest or any Offer received by you, and you may reject all or any Offer.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, within 10 days of receipt of your LoA, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Offer together with your written acceptance thereof shall constitute a binding contract between us.
- If our Bid is accepted, we will be responsible for the due performance of the contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Yours faithfully

For \_\_\_\_\_

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

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

**Annexure H - Pre-Qualification Offer Letter**

**(On Bidder's Letter Head)**

To

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

**Subject: Tender document No. 23/5/2016-17/TDSAT/Admn** for  
"Procurement of e-Filing Software & upgradation of its existing Case  
Information System (CIS)" at TDSAT Office Premises at New Delhi

We, the undersigned, having read and examined in detail all the tender documents do hereby propose to provide the services as specified in the tender document dated ---- along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have paid EMD with DD/Manager's cheque No. \_\_\_\_\_ issued by the \_\_\_\_\_ branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_/- (Rupees \_\_ only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a lowest bid you receive. Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure I - Declaration regarding Clean Track by Bidder**  
(On Bidder's Letterhead)

To

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Sir,

**Subject:** **Tender document No. 23/5/2016-17/TDSAT/Admn** for  
"Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)" at TDSAT Office Premises at New Delhi.

I have carefully gone through the Terms and Conditions contained in the above referred tender document. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India. I further certify that I am a competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Authorized Representative)

Printed Name

Designation

Seal

Date:

Business Address:

### Annexure J – Technical Evaluation

Sr. No.	Technical Evaluation	Actionable	Bidder's Response
1	Establishing Minimum Eligibility	Supporting Documentation	Yes/No
2	Establishing Financial Capability	CA Certificate / Audited balance sheets	Yes/No
3	Acceptance of Scope of Work (requirements) as specified in the Tender document along with schedule.	<ul style="list-style-type: none"> <li>• Proposal Document highlighting methodology and schedule</li> <li>• Acceptance of scope.</li> <li>• List of certified resources to be deployed with their experience</li> </ul>	Yes/No
4	Establishing Organization Capability	Supporting documentation	Yes/No
5	Establishing Past Experience	Supporting documentation	Yes/No
6	Presentations on the methodology, project schedule, skills, and services provided for e-Filing Software, upgradation of existing Case Information System (CIS) and website of TDSAT	Presentation will be scheduled and communicated to all Agencies.	Yes/No

## Annexure K - Bidder's Experience

### A - Bidder's Organization

[Provide here a brief description of the background and organization of your company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.]

### B - Bidder's Experience

Provide details your past experience:

Sr. No.	Name of Client with Contact Person details (telephone, email, preferred time to contact)	Description of work	Approximate cost of contract/ Project cost	Duration of Project (months)

**Note:** Please provide documentary evidence from the client wherever applicable.

Service Provider should submit any of the following:

- i. PO / Work order
- ii. Work completion certificates / Performance Certificate from client dept. duly signed by the authorized signatory from the Client end.
- iii. Work satisfactory certificate from the client dept.

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

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

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

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

**Annexure L – Resources to be deployed**

Details of IT Manpower Available with Bidder

<b>Employee Name</b>	<b>Designation</b>	<b>Skills &amp; Professional Certification, if any</b>	<b>Proposed Area of expertise</b>	<b>Previous Exp.</b>	<b>Experience With S/w Service Provider</b>

Note: The service provider should submit Self-Certification by the authorized signatory

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

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

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

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

### **Annexure M – Understanding of the Project**

A Brief technical proposal by the bidder on Project Scope, Understanding of the project, technologies proposed covering the following and other issues related to project:

- I. Understanding of the scope of work as specified in the tender document.
- II. Project execution plan.
- III. Features of the S/w Solution / Application proposed as per Scope of Work.
- IV. Technology Proposed for development of S/w Solution.
- V. Data Security Methodology, Plan and delivery of source code and executable.
- VI. Data back up and high availability of application.
- VII. Issues and Risks in the implementation of the Project.
- VIII. Hardware- Server, System software, network bandwidth and other tools required to implement the proposed S/w solution.
- IX. Non-Functional Requirements.
- X. Exit Management Plan.
- XI. Data / application backup and high availability of application.

**Note:** Bidders should enclose the relevant supporting documents with page numbers

**Date    Signature of Bidder & Stamp.**

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

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

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

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

**Annexure N - Price Bid Form**  
(Bidder's Letter Head)

To

Date:

The Registrar-cum-Principal Secretary  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110 021

Dear Sirs,

**Subject: Tender document No. 23/5/2016-17/TDSAT/Admn\_**for "Procurement of e-Filing Software & upgradation of its existing Case Information System (CIS)" at TDSAT Office Premises at New Delhi

Having examined the Documents placed along with the above referred tender document, we, the undersigned, offer to provide the required services in conformity with the said tender documents for the sum of Rs. \_\_\_\_\_(Rupees\_\_\_\_\_) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We confirm that the bid covers all expenses towards execution of the assignment till completion and is inclusive of all prevailing taxes and duties.

We agree to abide by the bid and the rates quoted therein for the orders awarded by TDSAT up to the period prescribed in the tender document which shall remain binding upon us. Until a formal contract is signed with the selected service provider, this bid shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the tender document. We understand that you are not bound to accept the lowest bid that you may receive.

Dated this..... Day of 2026

(Signature) –

(Name)

(In the capacity of)

Duly authorized to sign Offer for and on behalf of

**Annexure O – Price Bid Format**

<b>Sr.No</b>	<b>Particular</b>	<b>Unit Price without taxes (Rs.)</b>	<b>Total price without taxes (Rs.)</b>	<b>Taxes Applicable (Rs.)</b>
1	Development of e-Filing Software			
2	Deployment of e-Filing Software			
3	Upgradation of the existing CIS			
4	Upgradation of the website			
5	Annual maintenance Contract (AMC ) of S/w			
	Year 1			
	Year 2			
	Year 3			
	Year 4			
	Year 5			
6	Others (if any)			
	Grand Total			

**Note:** The successful bidder shall be evaluated on the Total Price mentioned above  
Amount in words: Rs.

---

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

**Annexure P – Upgradation Price Bid Format**

<b>Sr.No.</b>	<b>Particular</b>	<b>Unit Price without taxes</b>	<b>Total Price without taxes</b>	<b>Taxes Applicable</b>
<b>1</b>	Functional Up gradation / Addition of Modules (Cost per Module)			

**Note: This upgradation charge will not be considered for overall cost**

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

**Annexure Q – Proforma for Performance of Bank Guarantee**

Date:

Beneficiary: The Registrar  
Telecom Disputes Settlement & Appellate Tribunal  
Room.No.372, 3rd Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri  
New Delhi - 110021

Performance Bank Guarantee No:

We have been informed that \_\_\_\_\_ (hereinafter called “the service provider”)  
has received the work order no. “-----” **dated** ----- issued by  
Telecom Disputes Settlement & Appellate Tribunal (**TDSAT**), for -----  
- (hereinafter called “the Work Order”).

Furthermore, we understand that, according to the conditions of the work order, a  
Performance Bank Guarantee is required.

At the request of the service provider, We -----(name of the Bank), the  
issuing Bank to furnish the details of its incorporation, and having its registered office  
at ----- and, for the  
purposes of this Guarantee and where claims are payable, acting through its ----  
branch presently situated at \_\_\_\_\_ (hereinafter  
referred to as "**Bank**" which term shall mean and include, unless to repugnant to the  
context or meaning thereof, its successors and permitted assigns), hereby irrevocably  
undertake to pay you without any demur or objection any sum(s) not exceeding in total  
an amount of **Rs.----- (in figures) (Rupees----- (in words) only)** upon  
receipt by us of your first demand in writing on or before \_\_\_\_\_ (Date) declaring the  
service provider to be in default under the work order, without caveat or argument, or  
your needing to prove or to show grounds or reasons for your demand or the sum  
specified therein.

Please note that you may, if you so require, independently seek confirmation with –  
(Bank Name & Issuing branch address)- -----  
-- \_\_\_\_\_, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs <Amount in figures and words>.

(ii) The liability of (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of TDSAT within three months of the expiry of the validity period of this Bank Guarantee viz. from ----

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----  
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----  
- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>  
All claims under this Bank Guarantee will be made payable at -----  
----- (Bank & Its Address).

**{Signature of the Authorized representatives of the Bank}**

## Annexure R - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of \_\_\_\_\_, 2026 ("Effective Date") between Telecom Disputes Settlement & Appellate Tribunal, a statutory body established by the Central Government, Government of India and having its office at Telecom Disputes Settlement & Appellate Tribunal, Room.No.372, 3rd Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi - 110 021 (Hereinafter referred to as "TDSAT", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as "\_\_\_\_\_", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

TDSAT and \_\_\_\_\_ shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

### **NOW THEREFORE**

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

#### **Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between TDSAT and \_\_\_\_\_ to perform the considerations (hereinafter called "Purpose") set forth in below:  
(STATE THE PURPOSE)

#### **Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed

by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge

of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

**Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**Article 9: JURISDICTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the jurisdiction shall be vested exclusively in the courts at New Delhi in India.

**Article 10: GOVERNING LAW**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at New Delhi in India.

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

**Article 12: TERM**

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

**IN WITNESS THEREOF**, the parties hereto have duly executed this agreement by their duly authorized representatives as of the effective date written above.

**Telecom Disputes Settlement  
& Appellate Tribunal, New Delhi**

**Service Provider Name  
Place**

By:

By:

Name:  
Designation:

Name:  
Designation