



टेलीकम्युनिकेशन्स कंसल्टेंट्स इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Telecommunications Consultants India Limited
(A Government of India Enterprise)



प्रभाग
DIVISION

टी. सी. आई. एल. भवन, ग्रेटर कैलाश-I
नई दिल्ली-110048

TCIL Bhawan, Greater Kailash-I,
New Delhi-110048

CIN : U74999DL1978GOI008911

Ref No: TCIL/EGOV/30/2025/23

Date: 08/10/2025

To

The Chief Executive Officer
M/s IDC Technologies Solutions India Private Limited
C-18, Sector-67, Noida – 201301, U.P., India

Kind Attn: Mr. Prateek Gattani, CEO (pat@idctechnologies.com)

Subject: **Reg. Termination, Forfeiture of PBG, Risk & Cost for balance work and banning of business dealings with M/s IDC Technologies Solutions India Pvt. Ltd. (M/s IDC) for default and non-performance in TCIL ERP Project**

Project: Supply, Installation, commissioning, & support/services of Enterprise Resource Planning (ERP) system along with data migration from existing ERP system to new ERP system (Ref No: TCIL/15/OPR/16/I/22-MM/1526/15P; dated: 29/07/2022)

Ref:

1. NIT for Implementation of ERP (Enterprise Resource Planning) System in TCIL (Tender No: TCIL/OPR/16/2022; Date of Issue: 13.05.2022)
2. Purchase Order - Supply, Installation, commissioning, & support/services of Enterprise Resource Planning (ERP) system along with data migration from existing ERP system to new ERP system (Ref No: TCIL/15/OPR16/I/22-MM/1526/15P; dated: 29/07/2022)
3. Show cause notices (Show Cause Notices (Show Cause Notice for Non-performance and Non-Delivery Dated: 18/03/2025, 19/11/2024, 06/11/2024, 09/08/2024, 06/06/2024, 03/05/2024, 13/03/2024, 29/11/2023 and 19/06/2023) to M/s IDC highlighting the non-performance, delays, and non-adherence to project timelines
4. M/s IDC through legal counsel notices dated: 0/04/2025 & 01/05/2025
5. Hon'ble Delhi High court order dated: 30/05/2025 and dated: 02/07/2025
6. Ld. Arbitration Proceedings dated: 30/07/2025
7. Email dated: 03/09/2025 Regarding Tapas ERP services are down and not running

WHEREAS, Telecommunications Consultants India Limited ("TCIL"), a Government of India Enterprise, entered into a contract with M/s IDC Technologies Solutions India Private Limited ("IDC") for Supply, Installation, commissioning, & support/services of Enterprise Resource Planning (ERP) system along with data migration from existing ERP system to new ERP system was issued on 29/07/2022 with the Go-live within 150 days from the date of Purchase Order i.e. by 26/12/2022;

राष्ट्रीय : National : टेलीफोन : Telephone : 011-26202020 फैक्स : Fax : 011-26242266 वेबसाइट : Website : <https://www.tcil.net.in> ई-मेल : E-mail : tcil@tcil.net.in
अंतर्राष्ट्रीय : International : टेलीफोन : Telephone : +91-11-26202020 फैक्स : Fax : +91-11-26242266 वेबसाइट : Website : <https://www.tcil.net.in> ई-मेल : E-mail : tcil.intl@tcil.net.in

हम पढ़ें सभी भाषाओं को, अपनी हिंदी का मान करें, सम्मान बढ़ाएं भारत का, आओ हिंदी में काम करा



AND WHEREAS due to following defaults and delays committed by M/s IDC since inception of the project which led to TCIL issuing show cause notices;

- i. Failure to oblige the contractual terms & conditions
- ii. Failure to complete the scope of work
- iii. Failure to adhere the project timelines
- iv. Failure to achieve the revised timelines that were committed time to time by M/s IDC in various meetings/letters-mails
- v. Failure to complete the user acceptance testing
- vi. Failure to achieve the Go-Live as per terms & conditions
- vii. Non-deployment of adequate resources
- viii. Failure to resolve the critical issues in ERP
- ix. Failure to provide any concrete deliverable plan, timeline or resolution to pending issues and instead attempted shift accountability to TCIL.

AND WHEREAS, TCIL, vide its letter dated 18/03/2025, 30/04/2025, 24/04/2025, 19/04/2025, 18/03/2025, 11/03/2025, 21/02/2025, 19/11/2024, 06/11/2024, 09/08/2024, 06/06/2024, 03/05/2024, 13/03/2024, 29/11/2023 and 19/06/2023 issued Show Cause Notices to M/s IDC for inordinate delays and persistent non-performance in execution of the project;

AND WHEREAS M/s IDC through its legal counsel vide it's letter dated 01/05/2025 clause no 7 and 8, refused to hand over the credentials etc. for functioning of the system. M/s IDC's refusal to hand over credentials and system access endangered TCIL's core operations, thereby establishing serious misconduct.

AND WHEREAS TCIL was constrained to approach Hon'ble High Court of Delhi in Petition under Section 9 of the Arbitration and Conciliation Act for interim reliefs, wherein the Hon'ble Court directed M/s IDC to provide support for keeping the system 'up and running'. The said directions were continued by the Ld. Sole Arbitrator appointed to adjudicate the disputes between the parties. However, on 03.09.2025, when TCIL ERP system became completely non-functional, M/s IDC failed and neglected to provide any remedial or technical support, thereby displaying gross negligence, non-compliance, and malafide conduct causing complete halt of TCIL business operations. Despite the aforesaid directions & multiple communications from TCIL, M/s IDC failed to comply with contractual obligations and also failed to adhere to the orders dated 30.05.2025 and 02.07.2025 passed by the Hon'ble Delhi High Court, as well as the directions given during arbitral proceedings dated 30.07.2025.

AND WHEREAS The actions of M/s IDC constitute wilful disobedience of directions issued by the Ld. Arbitrator and also violate the status quo order of the Hon'ble High Court which permitted project continuation under arbitration.

AND WHEREAS TCIL is compelled by circumstances created, aggravated and exploited by M/s IDC to examine the conduct of M/s IDC and to take further action, as are deemed necessary, expedient and prudent to safeguard the overall interests of TCIL. TCIL is a government of India Undertaking and is handling many projects of national importance involving immense values in terms of money being expended and objects being achieved and M/s IDC, by their conduct have demonstrated the ethics and motivations with which it operates.

In the present project, IDC after participating in the open procurement process and entering into the project, since initial days, have resorted to blame game and shrinking from taking contractual responsibilities. Not only this, M/s IDC, knowing fully well, the irrationality and non-reasonability of its demands, have resorted to blackmailing, extortionist and exploitative efforts to claim moneys from TCIL. TCIL, being pushed to the wall by such tactics of M/s IDC, approached Hon'ble Delhi



High Court and later on before Ld. Arbitrator and sought interim relief in its favour. However, M/s IDC, being blinded by its intention to illegally enrich itself, did not give any credence to such directions and brought the system of TCIL to a standstill.

TCIL, which has demonstrated the utmost restraint and patience in dealing with the situation cannot be made to suffer in the present contract and in future contracts for such wilful mala-fide conduct by IDC. In view of the above, M/s IDC attracts action under Clause 2.11 of the NIT and TCIL's "Guidelines for Banning of Business Dealings".

AND WHEREAS M/s IDC's conduct amounts to:

- i. Breach of contract and default under Clause 2.11, 2.12, 2.18, 3.10 and 2.19;
- ii. Contempt of directions of Hon'ble High Court and Ld. Arbitrator; and
- iii. Wilful obstruction of TCIL's business operations and non-compliance of lawful directions.

AND WHEREAS TCIL had, in its prior communications, categorically put IDC to notice that any such failure would compel TCIL to exercise its rights under the contract and in law;

NOW, THEREFORE, after a thorough review of the case in accordance with the prevailing guidelines of TCIL, the following actions have been imposed by TCIL:

- i. Termination of work order awarded to M/s IDC as per Clause No. 2.19 of the NIT.
- ii. Encashment of PBG (amount of Rs. 62,81,166/-) as per Clauses No. 2.18 & 3.10 of the NIT.
- iii. Completion of balance work on the Risk & Cost of M/s IDC as per Clause No. 2.12 of the NIT.
- iv. Ban M/s IDC for a period of Two Years (As per extant rules) as per clause 2.11 of NIT for engaging in any business dealings with Telecommunications Consultants India Ltd. (TCIL).

This order is issued without prejudice to any other rights and remedies available to TCIL under law and contract, including but not limited to recovery of further damages, indemnification, and initiation of civil or criminal proceedings, as may be advised.

For and on behalf of Telecommunications Consultants India Limited

M. Satyanarayana

08/10/2021

(Satyanarayana Muvvala)

General Manager (DC & CS – IT-OPR)

Telecommunications Consultants India Ltd (TCIL)

(A Government of India Enterprise)



Copy to:

- a) Sh. Ashu Kumar Jain, VP (Operations)
- b) Sh. Nikhil Agarwal, IDC Digital Head