

**EOI Document****for****[Pre-Bid EOI FOR THE SUPPLY & INSTALLATION OF  
SOLAR & BATTERY POWER SOLUTION IN SULTANATE  
OF OMAN]****EOI No. : TCIL/45/Oman/2025-26/SOLAR WORKS****Date of Issue: 16/08/2025**

Issued By:

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## **SECTION-1**

### **EXPRESSION OF INTEREST (EOI)**

EOIs are invited from all eligible bidders for Pre-Tender Tie-up with TCIL **for the Supply and Installation of Solar & Battery Power Solution IN THE SULTANATE OF OMAN** for a reputed Client in Oman.

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. It was set up in 1978 to share Indian experience and expertise with developing countries and to assist bulk users of telecom services in setting up dedicated telecom networks.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing projects in the field of Civil Infrastructure, Architecture and Power, Rural Roads and Civil Construction. TCIL has been executing projects in the latest technologies like FTTH, VOIP, IPTV etc.

**TCIL Oman** was established in 1986 doing contracting works to provide Infrastructure development for GTO (General Telecommunications of Oman) which was later on called as Omantel. The activities were providing Telephone services to the subscribers by laying of copper cables to the subscribers by means of excavation and at later stage, new technology of fiber optic cables was introduced by TCIL for Oman's corporate world and the other subscribers. Fiber optic cables were also installed. Since 1986 TCIL has executed value of works worth Omani Rial 35.00 Million with various clients viz Oman Broadband Company, Omantel, PDO, OCIC, SSB, MOD, and Ooredoo etc. TCIL still continues to support either directly to Oman Broadband Company and indirectly to Omantel and other Telecom Operators/ Infrastructure Providers in Telecom Network development.

TCIL intends to participate in this tender as main bidder for **“for the Supply and Installation of Solar & Battery Power Solution IN THE SULTANATE OF OMAN”**. This EOI is floated for selection of back end partner ready to work in the above project for TCIL on exclusive basis and back-to-back basis.

#### **1.1 IMPORTANT DATES**

Date of Posting of EOI:	16/08/2025, 12:00 Hrs
Start Date of downloading/viewing EOI:	16/08/2025, 12:00 Hrs
Last date & time for seeking clarification, if any:	23/08/2025, 14:00 Hrs
Start date & time for submission of Bids:	16/08/2025, 12:00 Hrs
Last date & time for submission of Bids:	25/08/2025, 14:00 Hrs
Opening of <b>Techno-commercial</b> Bid:	25/08/2025, 16.00 Hrs

Interested parties may submit their offer as asked below latest by **25/08/2025 until 14:00 Hrs** to the office of **The Chief Executive Officer, Telecommunication Consultants India Limited, Villa Number 5916A, Way Number 1780, Al Mawelah South, Seeb, Muscat, Sultanate of Oman**

#### **1.2 ELIGIBILITY CRITERIA**

- a) The Bidder has past experience with Telco Companies for OSP and electromechanical works.
- b) The Bidder has past experience in handling similar projects valued more than 5 Million Omani Rials in last 3 years.
- c) The Bidder has clear understanding of controls & governance.
- d) Bidder should submit the audited finance report for the last 3 years. Bidder should have strong financial position and should be financially capable of discharging their contractual liabilities

throughout the tenure of the subject contract. Bidder should not have posted negative operating cash flow for the past 3 recurring years.

e) Manufacturers Authorization Certificate (MAF) – If applicable

The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI in the name of TCIL. *In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.*

f) The bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.

g) The bidder shall submit the undertaking for the following requirements: Vendors whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years are not eligible to participate in this EOI. The bidder shall submit the undertaking that they are not such a vendor.

h) The bidder should give an undertaking that all the documents/ certificates/ information submitted by them against this EOI 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 EOIs/tenders of TCIL for a period up to 2 years.*

i) LABOUR LAWS (wherever applicable): The bidder shall comply with all applicable Labour laws, Payment of Minimum Wages Act, Workman’s Compensation Act, PASI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

j) A statement showing clause-by-clause compliance to all terms & conditions of all the sections of this EOI as well as client’s tender, shall be submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate against TCIL’s EOI and Client’s tender. Compliance of OEM products to be submitted from the OEM.

k) Proof of PASI registration to be submitted by the bidder *Otherwise, an undertaking stating that PASI registration shall be done after award of work shall be submitted by the bidder*

l) The bidder should have a local office where work is to be executed (address proof to be submitted). *Otherwise, an undertaking stating that a local office shall be opened after award of work shall be submitted by the bidder.*

m) Bid by Consortium is not allowed

n) Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements are not mentioned in the datasheet, OEM compliance shall be submitted.

**1.3** The Client’s tender along with its amendments, forms an integral part of this EOI and the same shall be shared upon signing of the Non-disclosure agreement (NDA)

**1.4 DELETED**

**1.5 TENDER FEES**

NIL

**1.6 BANK DETAILS FOR PAYMENT OF EMD / TENDER FEES – NOT APPLICABLE****1.7 NOTES FOR EMD AND TENDER FEES EXEMPTION – NOT APPLICABLE****1.8 EVALUATION**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/ financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference shall be given as per Purchase Preference defined in this EOI.
- e) 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.
- f) NPV BASED EVALUATION CRITERIA:
  - 1) Applicable for works/ tenders where scope of work includes CAPEX and OPEX (O&M/AMC) or only OPEX, and where OPEX activity is spread over a period of two or more years.
  - 2) Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes.
  - 3) Total cost shall be CAPEX+NPV of O&M/ AMC.
  - 4) The discounting rate of 10% per annum shall be used for calculating NPV.

**1.9 VALIDITY PERIOD OF BID**

The Proposals must remain valid for a minimum 90 days from the last date of bid submission to end Client. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

**1.10 INTEGRITY PACT (IP) PROGRAMME**

- a) As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:
  - Multiple/repeat POs on the single vendors against a tender.
  - POs placed on multiple vendors against a tender.

Latest IP document is available at TCIL website ([www.tcil.net.in](http://www.tcil.net.in))

Link- [https://www.tcil.net.in/integrity\\_pact.php](https://www.tcil.net.in/integrity_pact.php).

- b) Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e., Chief Vigilance Officer (CVO). TCIL in the prescribed proforma.

NAME OF IEMs WITH THEIR CONTACT DETAILS:

Shri Anil Kumar Shrivastava, Independent External Monitor Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)

Shri Harishwar Dayal, Independent External Monitor E mail ID: dayalagra@gmail.com

NAME and CONTACT DETAILS OF NODAL OFFICER (IP) IN TCIL:

Shri Pramod Kumar Choudhary, Chief Vigilance Officer E-mail ID: cvotcil@tcil.net.in

- c) If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- d) In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.
- e) IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.
- f) Tender received without a signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.
- g) This EOI is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- h) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- i) EOI received without a signed copy of the Integrity Pact document will be liable to be rejected.
- j) In case of Joint Venture, all partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- k) Mediation Clause : In the event of any dispute between management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, the dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case the dispute remains unresolved even after mediation by panel of IEMs, the organization may take further action as per terms and conditions of the contract.

#### **1.11 SIGNING OF NON-DISCLOSURE AGREEMENT (NDA)**

Bidders interested to participate in an EOI, where client requires signing of NDA, then bidder also have to sign an NDA (copy attached) with TCIL. Participation without compliance to the above shall be invalid and such bids will not be considered by TCIL

#### **1.12 AUTHORIZATION LETTER / BOARD RESOLUTION**

The bidders need to submit board resolution along with authorization letter in Online mode authorizing the signatory to act on behalf of the bidder. The authorized person should be either authorized by Board or an employee authorized by one of the following persons who has the Board Resolution to delegate authorization to other:

1. Managing Director
2. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e-tender portal should be of the authorized signatory.

#### **1.13 MOU/ CONSORTIUM AGREEMENT**

The selected bidder will have to sign a consortium agreement with TCIL before TCIL submits bid to the end client.

#### **1.14 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the EOI. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the EOI/contract conditions, 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 a period up to 2 years.

#### **1.15 CLARIFICATION FROM BIDDERS**

Queries may be asked from bidders for submitting shortfall documents, which will have to be submitted by the bidder within specified date and time. Also, each document submitted against such queries should be signed by the authorized bid signing authority (Clause-1.10), without which the documents will not be accepted as valid.

#### **1.16 REGISTRATION OF MSE VENDORS**

Deleted

**1.17** The bidder must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, EOI specifications etc. including client specifications, failing which the bids are liable to be rejected without seeking any clarifications on any exception/ deviation taken by the bidder in their bid.

**1.18** TCIL reserves the right to accept or reject any or all the EOIs without assigning any reason.

**1.19** Deleted

#### **1.20 CONTACT INFORMATION**

**Project Division:**

[Avdhesh Singh Raghuwanshi, CEO]

Telephone: +968-99323750

e-mail: avdhesh.raghuwanshi@tcil.net.in/  
tciloman@tcil.net.in

**END OF SECTION-1**



## **SECTION-2**

### **GENERAL CONDITIONS OF CONTRACT**

#### **2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM**

Deleted

#### **2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES**

Deleted

#### **2.3 PURCHASE PREFERENCE: MAKE IN INDIA**

Deleted

#### **2.4 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

Deleted

#### **2.5 RISK PURCHASE**

- a) 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 sub-contractor/ supplier as per the terms of the contract.
- b) 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 sub-contractor/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/Employer and the same be sent to the sub-contractor/supplier.
- c) 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.
- d) Demand notices may be sent to the original sub-contractor / supplier from time to time.

#### **2.6 GENERAL LIEN / SET-OFF**

- 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 not be 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.

## **2.7 REPEAT / ADD-ON ORDER**

- a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. (with due approval of the board)

## **2.8 PURCHASERS RIGHT TO VARY QUANTITIES**

TCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

## **2.9 FORCE MAJEURE**

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

## **2.10 DISPUTE RESOLUTION**

- 1) The parties to this agreement/ contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism (CSM)" and the detailed guidelines/procedure for such CSM is annexed hereto as Annexure-A in this EOI. That it is understood and agreed between the parties that the CSM annexed as Annexure-A with the present agreement forms and shall be treated as part and parcel of the present agreement.
- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub- clause '1' above, then and only then, a party shall refer the dispute to arbitration under Arbitration & Conciliation Act 1996 as amended from time to time. The venue of the arbitration proceedings shall be Delhi.
- 3) For all the contracts other than those mentioned in sub-clause '2' above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause '1' above,

shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.

- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

For Public Sector Undertaking / Government Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14<sup>th</sup> December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties

## 2.11 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
  - I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service
  - And/or
  - II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

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

## 2.12 OFFLINE DOCUMENTS

Interested parties may submit their offer to the office of **The Chief Executive Officer, Telecommunication Consultants India Limited, Villa Number 5916A, Way Number 1780, Al Mawelah South, Seeb, Muscat, Sultanate of Oman**

## 2.13 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted up to 2 years or action as deemed fit may be taken by TCIL.

## **2.14 AMENDMENT TO BID DOCUMENTS**

- a) At any time, prior to the date of submission of bids, TCIL 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, which shall be available on TCIL Website and the e-tendering portal.
- b) In order to give the required time to the prospective bidders, in which to take the amendments into action in preparing their bid, TCIL may at its discretion extend the deadline for submission of bid suitably.

## **2.15 BID PRICE**

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). If the bidder has mentioned “at actual”, “extra”, “to be given later” etc. or left blank against the prices of any of the line items of the price BoQ, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.

## **2.16 MODIFICATION AND WITHDRAWAL OF BIDS**

- a) Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- b) 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 forfeiture of the bid security. Such defaulting bidder is liable to be debarred from participating in future bids for a period of up to 2 years.

## **2.17 CLARIFICATION OF BIDS**

During evaluation of bids, TCIL may at its discretion ask the bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

## **2.18 PURCHASER’S RIGHT TO SEEK QUOTES DIRECTLY FROM OEM**

During the EOI/ tender process, TCIL may seek rates directly from OEM(s) or its representative/ distributor for partially or all items of BOQ under this EOI/ NIT.

In addition to seeking rates, TCIL reserves right to place direct purchase order(s) on OEM(s) or its authorized representative(s) / distributor(s) for partially or all items of BOQ under this EOI/ NIT.

## **2.19 TERMINATION FOR DEFAULT**

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
  - if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
  - if the supplier fails to perform any other obligation(s) under the contract;
  - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
  - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- b) In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to

those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

## 2.20 TERMINATION FOR INSOLVENCY

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

2.21 If at any time, any wrong information/ document related with eligibility of the bidder or non-compliance to any terms and conditions of tender comes to the knowledge of TCIL, then TCIL reserves the right to cancel or reject the bid of such bidder or cancel the EOI/ tender or take any other action as deemed fit in accordance with EOI/ tender terms and conditions.

## 2.22 ADDITIONAL CLAUSES FOR DEBARMENT

A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following code of integrity as per rule 175 of GFRs 2017, is breached:

1. prohibition of
  - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g) Obstruction of any investigation or auditing of a procurement process.
  - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
2. disclosure of conflict of interest.
3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following is breached:

- (i) 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.
  - (ii) 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 Security in accordance with the terms and conditions (including timelines for furnishing Performance Security) of this tender.
  - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case a Joint ventures/ Consortium is debarred, all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

**END OF SECTION-2**

## **SECTION – 3**

### **SPECIAL CONDITIONS OF CONTRACT**

*(In case clauses/ sub-clauses have any difference mentioned in this EOI/ tender at different places, the conditions mentioned in Section-3 shall prevail. The terms and conditions of Section-3 shall be on back to-back basis based on client's tender)*

#### **3.1 PAYMENT TERMS**

Back to back basis

#### **3.2 PERFORMANCE SECURITY**

- a) The bidder will submit an undertaking to submit back-to-back Performance Security as submitted by TCIL to the end Client if the contract is awarded to TCIL by end Client.
- b) PBG can be submitted in the form of:
  - Fixed Deposit Receipt (FDR), or
  - Bankers Cheque, or
  - Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
  - Insurance Surety Bond in the prescribed format.  
(BG and Insurance Surety Bond formats given in Section-16).
- c) The proceeds of Performance Security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point (f).
- d) The Performance Security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.
- e) Performance Security should be valid till *[should be valid as per client's tender requirement in case of pre-tender tie-up] [in case of in-house procurement, Performance Security / BG shall be valid till the contractual obligations]*. The Performance Security shall be refunded once the performance security of TCIL is returned by the client.
- f) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the Bid Security / Performance Security. Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

#### **3.3 PRICE BASIS**

The price format for the proposal should be as per the format provided (BOQ attached).

#### **3.4 PAYING AUTHORITY**

Chief Executive Officer, TCIL, Oman

#### **3.5 INSURANCE**

Back to back basis

### **3.6 DELIVERY / IMPLEMENTATION SCHEDULE**

The time for completion of the shall be as per end client.

### **3.7 WARRANTY**

Back to back basis

### **3.8 PERIOD OF CONTRACT**

The period of contract shall be until the confirmation from the client for the completion of warranty period

### **3.9 TERMINATION OF CONTRACT**

If, during the term of the Contract, the Contractor commits a breach of the Agreement and provided that such breach is capable of being remedied, the Client will serve a written notice to rectify the breach within thirty (30) days of the notice date.

If the Contractor fails to rectify the breach within the notice period, the Client may immediately terminate the Agreement by a written notice to the Contractor

Upon termination of the Agreement, the Client may appoint a different contractor to complete the outstanding work of the Contractor or any part thereof. Any costs incurred due to the engagement of the second contractor in excess of the Agreement Price shall be borne by the Contractor. In such cases payment only for such materials supplied and useful to the Client up to the date of termination, shall be made.

### **3.10 PENALTY**

Penalty shall be on back to-back basis as per the tender terms.

### **3.11 SLA**

Refer SoW

### **3.12 UPTIME**

Refer SoW

### **3.13 LIQUIDATED DAMAGES**

Liquidated Damages charges/ Fines terms with the bidder & shall be on back to-back basis as per the tender terms. An Undertaking to this effect on bidder's letterhead must be submitted.

### **3.14 TAXES**

As applicable in the Sultanate of Oman

### **3.15 RELEASE OF GST PAYMENT ALONG WITH PAYMENT OF RA BILL**

Deleted

**3.16** The bidder should comply all the tender terms and conditions of the main client tender.

**END OF SECTION-3**



**SECTION-4**

**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

[Refer attachment]

**END OF SECTION-4**

**SECTION-5****PROJECT EXPERIENCE**

S. No	Item	Details
<b>General Information</b>		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
<b>Project Details</b>		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

**END OF SECTION-5**

**SECTION – 6**

**PRICE BID SCHEDULE**

(to be submitted as per attached BoQ/SoW)

**END OF SECTION-6**