

be released from its liability under these presents by any exercise by the TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.

- 4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
- 5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.
- 6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
- 7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
- 8. This Surety Bond will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.
- 9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.
- 10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Sultanate of Oman

**Authorized Signature**  
**Manager**  
Seal of Insurer Surety  
Contact details

Name & Signature of witness  
Address of witness

Signature of the authorized Surety Insurer  
Name  
Signed in Capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. / Email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of Sultanate of Oman.

- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

**END OF SECTION-16**

**SECTION-17**

**NON-DISCLOSURE AGREEMENT BETWEEN**

**TELECOMMUNICATIONS CONSULTANTS INDIA LTD.**

**AND**

**XXXX**

**IN THE SULTANATE OF OMAN**

THIS Non-Disclosure AGREEMENT is entered into on the .....

BETWEEN

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprises Company registered under the laws of Sultanate of Oman under commercial registration Number (1249967) P.O. Box 2292 PC 112 (hereinafter referred to as the First Party) of one part

AND

Company, Sultanate of Oman (hereinafter referred to as the Second Party) of the other part.

Together to be referred to as the "Parties"

### **WHEREAS**

The Parties wish to enter into discussions concerning the " FOR THE SUPPLY & INSTALLATION OF SOLAR & BATTERY POWER SOLUTION IN SULTANATE OF OMAN".

A. The Parties have in their possession valuable information and trade secrets.

B. Parties understand and agree that before the Parties can evaluate whether or not the potential Project is viable, the Parties may, during such preliminary discussions, be required to exchange Confidential Information which is required to be protected.

**NOW, THEREFORE**, the Parties agree as follows:

#### **1. Definitions**

1.1 In this Agreement:

**"Affiliate"** means any incorporated or unincorporated entity, which directly or indirectly Controls a party to this Agreement, or which is directly or indirectly Controlled by one or more Parties or is under common direct or indirect Control with a Party to this Agreement.

**"Agreement"** means this agreement and any amendments thereto.

**"Confidential Information"** means and collectively includes know-how, trade secrets, plans, designs, processes, data, technology, techniques, discoveries, inventions and ideas, product specifications, machinery, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, customer and supplier information, and any other technical or business information of whatever nature, including, without limitation, the Project itself, which the Parties exchange in connection with the Project or the evaluation of any transaction(s) that may result there from and which, if in oral, written, graphic, physical or electronic form is appropriately labeled as Confidential Information. Confidential Information shall be deemed to also include all notes, analyses, compilations, studies, interpretation or other documents prepared by the Receiving Party, which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party or its representatives pursuant hereto.

**“Control”** means ownership of the majority of the equity interests in a legal entity or any other arrangement whereby a party controls or has the right to control the governing body of such legal entity.

**“Definitive Agreement(s)”** means any agreement or agreements entered into between the First Party with the Second Party and/ or its Affiliate setting out a firm commitment with regard to undertaking the Project.

**“Disclosing Party”** shall have the meaning ascribed to this term in Clause 2.2.

**“Project”** shall have the meaning ascribed to such terms in the first recital to this Agreement.

**“Receiving Party”** shall have the meaning ascribed to this term in Clause 2.2.

## 2. Obligations of the Parties inter se

- 2.1. It is agreed that the sole purpose of the disclosure by a Party of its Confidential Information to the other party is to enable the Parties to preliminarily evaluate the Project. The Receiving Party, to whom any Confidential Information is disclosed, agrees not to use such Confidential Information for any purpose other than for evaluation referred to above. Nothing in this Agreement is meant to oblige the Parties to exchange Confidential Information and either party may choose not to do so or either Party may at its own discretion decide at any point in time to stop making further disclosure.
- 2.2. During the term of this Agreement and for a term of **three (3) years** thereafter, a Party having received Confidential Information (the **“Receiving Party”**) from or on behalf of the Party having disclosed Confidential Information (the **“Disclosing Party”**) agrees to keep confidential and not to disclose to any third party without the Disclosing Party’s prior written consent such Confidential Information. The Receiving Party further covenants to restrict disclosure of Confidential Information received pursuant to this Agreement, only to a restricted number of employees who need to know the Confidential Information for the purpose stated herein and inform them of the confidential nature of the Confidential Information. Parties shall properly and securely store all papers, drawings and other confidential evidence relating to Confidential Information received pursuant to this Agreement and shall keep the same in their custody and under their control at all times. If (i) no Definitive Agreements are reached, and/or (ii) the term of this Agreement has expired, and/or (iii) either Party terminates this Agreement in accordance with Clause 5 hereof, each Receiving Party shall either destroy or return to the Disclosing Party all Confidential Information received pursuant to this Agreement.
- 2.3. Notwithstanding Clause 2.2, the Parties shall however be entitled to disclose Confidential Information to Affiliates to the extent that these Affiliates need to know Confidential Information for the purpose of evaluating the feasibility of the Project, provided, however, that the Party disclosing Confidential Information shall ensure that the receiving Affiliate is instructed about the terms and conditions of this Agreement and fully complies with them.
- 2.4. If any Party, pursuant to any applicable mandatory law or regulation, is obliged to disclose: (i) any part of the Confidential Information received by it pursuant to this Agreement, (ii) the fact that Confidential Information has been made available to it pursuant to this Agreement, (iii) that discussions or negotiations are taking place or have taken place concerning the Project or any of the terms, conditions or other facts with respect to the Project, including the status thereof, such Party shall promptly and, in any event, before complying with any such applicable law notify the respective other party in writing of the same and of the action which is proposed to be taken in response.
- 2.5. The Parties agree that the disclosure of Confidential Information, for evaluation purposes, which may be necessary at a later stage of the discussions, may not be made directly between the Parties but instead be made through, and under the guidance and surveillance of, independent auditors and advisers. In the event that such disclosure protocol is adopted, appropriate agreements will be entered

into between the Parties to document the confidentiality related obligations agreed to between the Parties and the independent auditors and advisors concerning the manner in which disclosure of Confidential Information is to be made.

- 2.6. The Receiving Party agrees and undertake that in storing, reproducing or transferring any of the Confidential Information in an externally accessible computer or electronic retrieval system, and/or storing, reproducing, transferring any analyses, compilations, studies or other documents prepared by it or its advisers containing or reflecting or generated from or based on any Confidential Information it shall exercise no lesser security or degree of care than it would have applied to its own Confidential Information of an equivalent nature;

### **3. Property**

- 3.1. The Receiving Party agrees that any Confidential Information disclosed to it pursuant to this Agreement, shall remain the property of the Disclosing Party. No representations or warranties, express or implied, are or will be made as to the accuracy, reliability or completeness of any of the Confidential Information. Neither the First Party nor the Second Party nor any of their advisors or representatives shall be liable in whatsoever manner resulting from the use of Confidential Information received from the Disclosing Party.

### **4. Non-Confidential Information**

- 4.1. This Agreement shall not apply to such portion of the Confidential Information which:
- 4.1.1. was known by the Receiving Party prior to the time of its disclosure hereunder; or
  - 4.1.2. was a part of the public domain at the time of its disclosure hereunder; or
  - 4.1.3. becomes a part of the public domain through no fault of the Receiving Party or its employees; or
  - 4.1.4. is or has been independently developed by the Receiving Party or its employees.
  - 4.1.5. information that is received without obligation of confidentiality from a Third Party who did not acquire it under an obligation of confidentiality from either Party or that is independently developed by the Recipient.

### **5. Term**

- 5.1. The term of this Agreement shall expire three (3) years from the date of signature hereof, unless terminated earlier or extended by mutual written consent. Expiration or termination will not affect the obligations herein with respect to Confidential Information previously disclosed.
- 5.2. If either Party decides not to proceed with the Project, such Party shall promptly inform the other Party in writing of that decision and may terminate, without liability of any kind, this Agreement with regard to the Project with immediate effect.
- 5.3. The expiration or termination of this Agreement shall not affect the Parties right and obligations set forth in Clause 2.2 of this Agreement.

### **6. Further Agreements**

- 6.1. Nothing contained herein shall place either Party under any obligation to enter into any further Agreement with the other Party. Unless and until a final, definitive, written Agreement regarding a transaction between the First Party and the Second Party has been executed and delivered, neither the First Party nor the Second Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement. Each Party reserves the right to terminate the discussions and negotiations at any time without liability of any kind being incurred.

### **7. Governing Law**

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman. And the court of Muscat shall have exclusive jurisdiction with respect to all disputes arising out of or in connection with this Agreement.

**8. Severability**

8.1. Should any Clause of this Agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining Clauses or of the remaining part of the Clause concerned. The parties shall endeavor to replace any such invalid arrangement by a valid one which, as far as possible, is in line with the purpose of the invalid arrangement. Failure to agree on a replacement Clause shall not make the Agreement invalid as a whole unless it can reasonably be assumed that the Agreement would not have been concluded at all without the invalid Clause.

**9. Assignability**

9.1. No rights or obligations of either Party under this Agreement shall be assigned, transferred, sold, delegated or otherwise disposed of in whole or in part to any third party, without the written consent of the other Party.

**10. Notices**

10.1. All notices and all other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first class, postage paid or by fax to the parties at their respective addresses as set forth in this Agreement or to such other address as either Party may designate by notice to the other Party in accordance with this article.

**11. Amendment**

11.1. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties. This requirement may not be waived by verbal declaration.

**12. Entirety**

12.1. This Agreement contains the entire Agreement of the parties and supersedes any and all prior Agreements, written or oral, between the First Party and the Second Party relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, Parties have through their duly authorized representatives signed this Agreement on the date first above written.

\_\_\_\_\_  
**TCIL**

Company

By: \_\_\_\_\_

Name: =

Title: =

Witnessed by:

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

Title:

Date:

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Name:

Title:

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

Title:

Date:

**END OF SECTION-17**

## **ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE**

### **Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.**

#### **1. Objective:**

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

#### **2. The Standing Operating Procedure (SoP)**

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL alongwith a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD, TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be in the Sultanate of Oman mutually agreed.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or



- under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.
- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
  - 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
  - 12) If no settlement is arrived between the parties in the time mentioned in clause 11) above, then the conciliation proceedings shall be deemed to have been failed.
  - 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.
3. **Resort to arbitral or judicial proceedings:**  
The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.
4. **Admissibility of evidence in other proceedings.**  
1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
  - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - (b) admissions made by the other party in the course of the conciliation proceedings;
  - (c) Proposals made by the parties or conciliator;
  - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.
5. **Confidentiality.**  
Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
6. **Termination of conciliation proceedings.**  
The conciliation proceedings shall be terminated on happening of any of the conditions below:-
  - 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
  - 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
  - 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
  - 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
  - 5) by the lapse of time or extended time as provided in clause 2(12) above

**END OF SECTION – 18**

**SECTION – 19**

**UNDERTAKING IN RESPECT OF BACK-TO-BACK PAYMENT TERMS**

*(Applicable only for client tenders where payment terms are on back-to-back basis)*

1. I/we,....., have perused the Tender/EOI/RFP of Client and/or the arrangement of TCIL with its Client,..... and have also examined scope of work and the payment terms therein.
2. I/we,....., have clearly understood the scope of work which TCIL is intending to award under the present Tender/RFP/EOI/PO/LOI/LOA and the terms of payments mentioned therein.
3. I/we,....., completely understand and agree that the work to be executed through undersigned by TCIL is on behalf of the client wherein the eligibility for payment depends solely upon acceptance of the undersigned's work, certification of the bill and payment of the certified bill by the said client. The date of delivery of such service/supply under the scope of work for entitlement of payment shall be the date on which the corresponding payments have been received by TCIL from its client. Undersigned's entitlement for payment regarding the bill raised in respect of a particular work would only arise within a reasonable time of 15 working days upon acceptance of the work and release of corresponding payment by the client to TCIL.
4. I/we,....., completely understand and agree that in the event client certifies the work for lesser amount, undersigned's entitlement would be only for the certified value of work by the client minus the statutory and contractual deductions as per our contract with TCIL.
5. I/we,....., also completely understand and agree that TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client. However, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle undersigned to raise claim regarding the same against TCIL.

Signed by..... (Authorized Representative of .....)

Date....

Place.....

**END OF SECTION – 19**

## **CONSORTIUM AGREEMENT**

This Agreement is made on \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ at ..... by and between:

**M/s TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED (TCIL)**, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, having its branch office at PO Box 2292, PC 112, Ruwi, Muscat, Sultanate of Oman hereinafter referred to as “**TCIL**”, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives ) of one part.

AND

**M/s \_\_\_\_\_**, registered under the Indian Companies Act 1956, with its registered office at \_\_\_\_\_, (hereinafter referred to as ..... , which expression shall , unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the other part.

“.....” and “\_\_\_\_\_” are individually referred to as “Party” and collectively as “Parties”.

**WHEREAS** TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications ..... and is an Internet Service Provider.

**WHEREAS** .....is in the business of .....

**WHEREAS** ..... Client details

**WHEREAS** .... Tender etc issued by Client details..... (hereinafter referred to as “**RFP**”)

**WHEREAS** both the parties herein have read all the terms and conditions of the said RFP and desirous of submitting bids in response thereto as a consortium.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the following covenants and other considerations, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. TCIL shall be the Lead partner in the consortium and \_\_\_\_ shall be the consortium partner.
2. The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates
3. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The respective roles and responsibilities of the parties would be decided by TCIL later on. However, it has been agreed between the parties that a detailed MOU/Agreement containing the applicable commercial, financial, operational terms, etc. would be executed between the parties on mutually decided terms.

4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during the subsistence of the Contract.
5. This Consortium Agreement shall be governed, construed, and interpreted in accordance with the laws of Sultanate of Oman shall have the exclusive jurisdiction in all matters arising hereunder.
6. TCIL and \_\_\_\_\_ hereby mutually agree to remain as the irrevocable members of this tie-up for the complete execution and completion of the project that may be awarded to the consortium.
7. This Agreement shall be effective from the date hereof and shall continue till ..... i.e. for a period of .....months. However, during its Term, this consortium agreement will be terminated in the event of the Consortium not awarded Work by the Client i.e..... or the Client withdrawing the offer/canceling the Tender.
8. Either party shall not assign or otherwise transfer any of its rights and obligations contained herein, to any third party without the other party's prior written consent.
9. Each party shall be fully responsible for its own personnel and the payment of all salaries, payroll, and other taxes, allowances, and benefits required by all applicable laws. Each party to the Consortium Agreement is responsible for their own tax compliances.
10. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this Consortium Agreement shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act of 1996, as amended from time to time, and the venue of the arbitration shall be in Muscat, Sultanate of Oman.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

***(For Telecommunications Consultants India Ltd.)***

***(Other Party)***

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

## **Scope of Works**

### **Supply and Installation of Solar & Battery Power Solution in Sultanate of Oman**

#### **A) Introduction**

Client is therefore, seeking proposals from qualified Bidders to supply/lease a solar- battery power service as a primary source to its telecom sites in different areas of the country. The targeted sites are currently off-grid and require a sustainable, low-maintenance power solution. The scope of this RFP is to identify a Supplier who can provide high-quality solar power systems that meet the load and backup hour requirements defined in this document.

The solar power systems will be deployed across different telecom sites where grid power is unavailable, and operator power demand is low. The project aims to start with leasing 20-30 sites initially, with potential future expansions based on performance and site availability. Client shall sign a 10-year contract with the winning bidder that covers the power service management of the leased solar power system.

The system must be designed with modularity in mind, allowing for future expansion in power capacity based on site needs or tenant requirements. The solution should allow for flexibility to handle any range of capacity upgrades, including the possibility of additional tenants accommodated at the site.

The bidder shall invest in the power equipment (rectifiers, converters, batteries, solar panels, etc.) required to provide uninterrupted -48V DV power supply at each site and install them in the site compound. The bidder will remain the owner and operator of the power equipment during the 10 years of the contract and CLIENT will either

(i) pay a monthly fee that will cover the supply, installation, testing, commissioning, leasing and management of solar power system services or (ii) pay a one-off Capex fee covering all the above but excluding the preventive maintenance fee (refer to Schedule of Prices) with both options subject to a service level agreement. Upon expiry of the 10-year term, the ownership of the power equipment will be transferred to CLIENT. If the contract is renewed for another term, CLIENT shall enter into a managed service agreement with the bidder, subject to mutual agreement.

## **B) RFP Process**

TCIL would like to invite you ("Bidder" / "Supplier", as applicable) to participate in this RFP.

1. Offers must be submitted before the submission deadline.
2. Clarification queries must be submitted to the same email address before the bid submission deadline.
3. The bidders will be expected to submit a full technical proposal (with detailed hardware and software specifications, warranties, support, etc.) and a detailed commercial offer including all costs as stipulated in the schedule of price with volume discount if any.
4. If any of the bidders have provided a satisfactory technical and commercial offer, they will be invited for final negotiation. CLIENT intends to award this contract to only one Supplier.
5. This RFP does not commit CLIENT to award any Work.

## **C) Technical Background and Requirement**

1. The scope of work for RFP includes the supply, installation, testing, commissioning, leasing and management of solar power system services for off-grid telecom sites.
2. The solar system will directly provide -48VDC power to the Mobile Network operator (MNO) equipment.
3. The system must be modular in design, allowing for future expansions in power capacity. The system should be designed to accommodate further power increase that may be required by the tenant or in the event a second tenant is added to the site.
4. The modular design should allow for easy integration of additional components (such as solar panels, batteries, and inverters) without major system overhaul.
5. The system should be designed to provide continuous power to the MNO's equipment based on the defined load and backup hour requirements.
6. The system should include necessary protection mechanisms, including overcharge, over-discharge, and short-circuit protection.
7. The system should operate efficiently under harsh environmental conditions, including temperatures up to 60°C with a humidity of up to 95% RH (non-condensing).
8. The solar capacity should be calculated by the Supplier based on 5 hours of peak sunlight per day in Oman.
9. The system should incorporate a cooling system using Fan Cooling for the Rectifier Section and DC Aircon for the Battery Section.
10. The RMS (Remote Monitoring System) modem and cloud service are optional and therefore should be quoted separately.
11. The system should consider four load configurations (1 kW, 2kW, 3kW and 5kW) with 24 hours of autonomy.

12. The Supplier will remain the owner of the power equipment throughout the contract until expiry and will be fully responsible for operations, maintenance, repair and replacement when required, at its own cost.

#### **D) Preventive and Corrective Maintenance**

Bidders are required to propose a comprehensive maintenance and service management plan to achieve the required power uptimes, which should include:

##### **1. Corrective Maintenance**

The corrective maintenance is part of the warranty and therefore should be embedded in the monthly Opex rate and the one-off Capex rate. The bidder shall provide:

- i. Procedures and response times for addressing system failures or malfunctions.
- ii. Details on troubleshooting, repair, and replacement of defective components, including critical elements such as PV panels, batteries, inverters, and cooling systems.
- iii. Plan for availability of spare parts and on-site support.

##### **2. Preventive Maintenance**

The preventive maintenance should be embedded in the monthly Opex rate but is to be priced separately for the Capex rate option as specified in the Schedule of Prices. The bidder shall provide:

- i. A detailed preventive maintenance schedule outlining periodic inspections, cleaning, and performance checks.
- ii. Routine maintenance activities to ensure the system operates at optimal efficiency, including cleaning solar panels, checking battery health, and inspecting the cooling systems.
- iii. Preventive maintenance checklist for reporting and documentation of all preventive maintenance activities.

#### **E) Service Level Agreement (SLA)**

##### **1. Minimum Weekly Uptime**

- i. Weekly uptime refers to the percentage of time the solar power system is operational and delivering the required power to the MNO equipment over a 7-day week.
- ii. The supplier must ensure a minimum weekly uptime of 99.7%.
- iii. This translates to a maximum allowable downtime of 0.3% per week, which equals approximately 30 minutes per week.
- iv. Uptime shall be monitored continuously using the Remote Monitoring System (RMS) or any other means, and a detailed uptime report must be submitted to CLIENT on a monthly basis.

##### **2. Minimum Service Restoration Time**

- i. Service restoration time refers to the duration taken to restore the solar power system to full operational status after a failure or significant performance degradation.
- ii. The service restoration time for critical failures must be within 4 hours from the time the issue is reported or detected by the RMS, if applicable.
- iii. For non-critical issues (e.g., minor performance inefficiencies), the service restoration time must be within 24 hours from the time the issue is reported or detected.

### 3. Penalties for SLA Breach

- i. If the weekly uptime falls below 99.7% for any given week, then for each 0.1% drop (or any portion thereof) below the uptime target, the Supplier shall pay service penalties equal to 2% of the monthly fee.
- ii. If the service restoration time falls below 4 hours, then for each 1hr of delay (or any portion thereof) above the restoration time, the Supplier shall pay service penalties equal to 2% of the monthly fee.
- iii. The total penalty amount shall be equal to the summation of the two service penalties above as calculated separately.
- iv. The total monthly penalty amount shall be capped to 25% of the applicable monthly fee.
- v. The penalties are multiplied by the bidder proposed monthly fee even if CLIENT proceeds with a Capex option.

## F) Key Contract Terms

### i. Term and termination

- Each site will have a contract term of 10 years from its acceptance date.
- The contract may be extended beyond this initial term, by mutual agreement of the parties. Otherwise, the supplier shall remove its equipment from the site upon expiration of the contract.
- In case of early termination of the contract between CLIENT and its Client, CLIENT shall have the right to terminate the contract, against the payment of the remainder of the monthly fees (for the Opex Model) until the end of the initial 10-year term, as calculated with an annual discount rate of 10%.
- The bidder shall be fully responsible for the end-to-end service including the upkeep and security of the system.
- CLIENT shall commit to secure the site with a boundary wall or a standard chain-link fence and a pad/smart lock.
- Bidder may consider any special security means as extra measures if required.

### ii. Invoicing

- The invoices shall be issued upon commission and acceptance of the solar system at each site.
- Monthly Fees will be invoiced monthly in arrears and CLIENT will pay such invoice within 30 days of receipt.
- All other invoices will be paid within 30 days of receipt.

## G) RFP Submission

The participants in this RFP are expected to submit the following:

1. Elements of technical capability and experience for similar projects.
2. Technical proposal (power system designs, monitoring system, planned resources and organization of the O&M).
3. Compliance with the scope of work.
4. Equipment delivery timeframe and project implementation plan.
5. Bidders should fill in each field with specific details about the components and warranties of the proposed solution.



6. If optional components or additional features are proposed, these should be listed in the Additional Information section.

Technical Element	Bidder's Response
<b>1. Solar Panels</b>	
Type of PV Module	[e.g., Monocrystalline, Polycrystalline, Bifacial]
PV Module Efficiency (%)	[e.g., 21%]
Peak Power of PV Module (Wp)	[e.g., 550 Wp]
Dimensions of PV Module (m x m)	[e.g., 2.28 m x 1.13 m]
Total footprint required for the different power loads vs 24 hrs. autonomy (m <sup>2</sup> )	The smaller the footprint the better
Warranty Period for PV Module (years)	[e.g., 25 years performance, 10 years product]
<b>2. Battery Storage</b>	
Type of Battery	<b>Bidder to propose Lithium-ion</b>
Battery Capacity (kWh)	[e.g., 10 kWh]
Depth of Discharge (%)	[e.g., 80%]
Battery Cycle Life	[e.g., 3,000 cycles]
Battery Warranty (years)	[e.g., 5 years]
<b>3. Inverter and Solar Charger</b>	
Inverter Type	[e.g., Pure Sine Wave, Hybrid]
Inverter Efficiency (%)	[e.g., 98%]
Inverter Brand	[e.g., SMA, Huawei]
Inverter Warranty (years)	[e.g., 5 years]
Solar Charger Brand	[e.g., Victron, Schneider]
Solar Charger Warranty (years)	[e.g., 5 years]
<b>4. Cooling System</b>	
Cooling Type	[e.g., DC Aircon + Hex cooling]
Cooling System Brand	[e.g., Dantherm]
Cooling System Warranty (years)	[e.g., 3 years]
<b>5. Remote Monitoring System (RMS)</b>	
RMS Brand	[e.g., Schneider, Delta]
RMS Cloud Service Availability	[Yes/No]
RMS Warranty (years)	[e.g., 3 years]
<b>6. Structural and Environmental Specifications</b>	
Mounting Structure Type	[e.g., Ground mount, Roof mount]
Mounting Structure Warranty (years)	[e.g., 10 years]
System Temperature Range (°C)	[e.g., -20 to +60°C]
Sand/Dust Resistance	[e.g., Yes, IP65 rating]
<b>7. System Backup and Capacity</b>	
Backup Duration (Hours)	[e.g., 24, 48, 72 hours]
System Capacity Scalability	[e.g., Modular, up to 10 kW]
<b>8. Additional Information</b>	
Optional Components	[e.g., RMS, Additional cooling, etc.]

7. Bidders must fill in the attached Schedule of Prices for the proposed solutions:

## H) Evaluation Criteria

### 1. Technical Evaluation:

#### a. **Technical Compliance (15%)**

- i. Proposals will be evaluated on their ability to meet the technical specifications and system configuration requirements.
- ii. Compliance with the scope of work.

#### b. **Experience and Capabilities (25%)**

- i. Bidder's experience in implementing solar solutions for similar applications will be considered.

#### c. **Technical Proposal Specifications (35%)**

- i. Bidder's technical proposal table will be compared with the other participants for overall solution capabilities.

#### d. **Warranty and After-Sales Support (15%)**

- i. Warranty periods proposed by the Bidders will be compared and evaluated.

#### e. **Project Delivery Period: (10%)**

- i. Project delivery period proposed by the Bidders will be compared and evaluated.

### 2. Commercial Evaluation:

Competitive pricing will be evaluated based on the commercial offer. The award of the work shall be to the technically compliant bidder with the best commercial package.

## I) **Schedule of Prices:**

Bidders are requested to fill in the schedule below based on the options provided:

### 1. **Opex Model:**

Load (kW)	All-inclusive Monthly Rental Fee (OMR/month)	Mobilization Fee (OMR)	Demobilization Fee (OMR)
1			
2			
3			
5			

### 2. **Capex Model:**

Load (kW)	Supply, Installation and commissioning of the complete solution (OMR)	Mobilization Fee (OMR)	Demobilization Fee (OMR)	Preventive Maintenance (Once every six months) (OMR)
1				
2				
3				
5				

The Mob/Demob and Preventive Maintenance prices in the tables above are meant for solution deployment in Muscat. Deployment outside Muscat shall attract additional charges by multiplying the mobilization/demobilization (transportation) rates in the Schedule of Prices above with the below specified regional coefficients:

### 3. Regional Coefficients

Regions	Regional Coefficients
Muscat Governorate	1.000
Ad Daira Governorate	1.050
Al Buraimi Governorate	1.060
Ash Sharqiyah Governorates (excl. Masirah island)	1.050
Masirah island	1.100
Al Wusta Governorate	1.060
Dhofar Governorate (excl. wilayat Salalah)	1.090
Al Batinah Governorates	1.040
Ad Dakhiliyah Governorate	1.050
Musandam Governorate	1.150
Oil & gas restricted areas (Work Order with > 10 sites in oil & gas restricted area)	1.900
Oil & gas restricted areas (Work Order with 6 to 10 sites in oil & gas restricted area)	2.000
Oil & gas restricted areas (Work Order with 5 or less sites in oil & gas restricted area)	2.100

### 4. RMS Annual Rate (Optional)

ITEM	ANNUAL PRICE (OMR)
RMS service including license fee and remote support service for up to 50 sites. Cloud hosting service will be under CLIENT. Bidders may provide additional services as added value	

**End of document**