

**Expression of Interest**  
**for**  
**Empanelment of Charging Point Operator ( CPO )**  
**for establishment ,Operation and Maintenance of**  
**Electrical Vehicle Charging Stations.**

**EOI NO: TCIL/Emp-EVCS /23-24/01**

**Date of Issue: 27.06.2023**

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**SECTION-1****EXPRESSION OF INTEREST (EOI)**

EOIs are invited from all eligible bidders for Empanelment of Charging Point Operator (CPO) for establishment ,operation and maintenance of Electrical Vehicle Charging Stations, for a period of one year at NCR/ Various locations in India. The Empanelment shall be done for the following Categories

**TABLE A**

<b>Group</b>	<b>Estimated cost of Work</b>
Group 1	CPO for 50 EVCS Sites
Group 2	CPO for 100 EVCS Sites

**ABOUT TCIL**

Telecommunications Consultants India Ltd. (TCIL) is a leading ISO 9001:2015 and ISO 14001:2015 certified, Schedule A Mini Ratna Central Public Sector Enterprise under Department of Telecommunications, Ministry of Communications, Govt. of India, incorporated in 1978. TCIL, a premier consultancy and engineering company have experience in providing services in India as well as in more than 70 countries by undertaking turnkey projects in telecom, IT and Civil infrastructure works. The strength of TCIL lies in its Quality Management and excellence in Project execution. The Company's organic and inorganic growth has led to a manifold increase in its standalone as well as group turnover.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and continuously deploying new technologies in the field of Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fibre based Backbone Transmission Systems, e-governance, e-network, e-security & surveillance, smart & intelligent buildings, road & bridges, web based water management systems, Smart city solutions as turnkey executor and Project Management Consultants for various national and international clients.

TCIL is currently working as Executing Agency for many state and central ministry departments such as Ministry of Health, Government of Meghalaya, Govt. of Bihar & Govt of Maharashtra Employee State Insurance Corporation (ESIC) under Ministry of Labour GOI, Ministry of Tourism GOI, U.P., Chhattisgarh, Ministry of culture, GOI & Govt of Chhattisgarh, NESTS under Ministry of Tribal Affairs, Navodaya Vidyalaya Samiti (NVS) under Ministry of HRD GOI, Ministry of Urban Development, Government of Rajasthan, Airports Authority of India under Ministry of Civil Aviation, Ministry of Post GOI, Ministry of External Affairs GOI and many more. TCIL has also completed and handed over a project for' Construction of Boundary wall & Toilet blocks at more than 125 locations of Centrally Protected Monuments for Archaeological Survey Of India as Executing Agency recently.

TCIL is also developing Electrical Vehicles Charging Infrastructure (EVCI) in Delhi as its contribution to green energy outputs under our commitment to provide the latest technology solutions for a better environment and ease to society.

**BACKGROUND**

EVs is the revolution in mobility in today's times when Global Warming is at the peak leading to a global meltdown and unpredictable weather patterns. Mobility in total contributes to 26% of Carbon Emissions in India which can be nullified only through EVs.

TCIL is in process to Establish Electrical Vehicles Charging stations under Municipal Corporation of Delhi (MCD) at **151 locations**. TCIL is expending its EVCS business and expecting more sites. TCIL intends to expand its EVCS Business Project. The objective extending TCIL's market share into EV Charging field and building up its formidable presence in EV Charging System. This EOI is floated for Empanelment of Charging Point Operator (CPO) for establishment ,operation and maintenance of such Electrical Vehicle Charging Stations,for a period one year at various locations in NCR on revenue sharing Model .

Submission of Online Bids is mandatory for this EOI. Prospective firms need to submit their bids/documents for the empanelment. EOI document is available on TCIL website (<https://www.tcil-india.com/nit.php>) & GePNIC portal ([www.etenders.gov.in](http://www.etenders.gov.in)). The important dates are as given below:-

### 1.1 IMPORTANT DATES

Date of Posting of EOI:	27.06.2023
Start Date of downloading/viewing EOI:	27.06.2023
Last date & time for seeking clarification, if any:	04.07.2023, 15:00 hrs
Start date & time for Online submission of Bids:	27.06.2023, 13:00 hrs
Prebid meeting:	03.07.2023, 15:00 hrs
Last date & time for Online submission of Bids:	18.07.2023, 15:00 Hrs
Online Opening of bid:	19.07.2023, 15:00 Hrs

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

### 1.2 ELIGIBILITY CRITERIA

a) (i) In procurement of all goods, services or works in respect of which the nodal ministry/department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid respective purchase value.

(ii) Only Class-I and Class-II local supplier, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued. In Global tender enquiries, Non-Local supplier shall also be eligible to bid along with Class-I Local suppliers and Class-II local suppliers. In procurement of all goods, services or works not covered by point (i) above and with estimated value of purchases less than Rs 200 Crores, in accordance with rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Dept. of Expenditure.

GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020/ TCIL Circular No. TCIL/15/1926/I/20-MM dated 18.02.2021 for Make in India may be referred for further details.

(Mandatory Undertaking for Purchase Preference to MAKE In INDIA to be submitted along with this EOI. The bidder needs to submit calculation of local content as per format attached in Section-11. The detailed clause is mentioned at Clause 2.3 in Section-2 of this EOI and the documents required for verification of local content needs to be submitted as per this Clause.)

b) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

c) Eligibility Criteria for Group 1

a. Financial Criteria: The Bidder shall fulfill the following financial criteria.

- i. Average Annual Financial Turnover during the last 3 years, ending 31st March 2022 should be at least Rs. 2.25 Cr. (Rs 1.87 Cr. for MSEs & Startups) excluding GST.
- ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year i.e., FY 2021-22.
- iii. The bidder should be in profit before tax (PBT) in two out of last three financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22.

Note: All financial figures (Turnover, Net worth and Profit before tax) shall be duly certified

by CA on his letter head with UDIN.

b. Technical Criteria :

1. The bidder should have experience of SITC and operations of cumulatively 20 Electric Vehicle Charging stations (AC / DC) at public places in last 7 years as on 30.06.2023
2. Bidder should also have following technical capabilities.

S.no	Supporting document	Capabilities
1	Undertaking	Bidder shall submit the undertaking that bidder should be ready for taking Electric Vehicle charging station (EVCS) Projects on Design, Finance, Build, Operate and Transfer (DFBOT) on revenue sharing model as well as on SITC basis depending on case to case or as per TCIL requirement.
2	App Details	Bidder should have app based charging platform and provide the supporting documents
3	Charging Management System Detail	Bidder should have successfully implemented Charging Management System for EV Charging and provide the supporting documents.
4	Relevant documents	Bidder should be OEM of EV chargers/ Technology of EVCS charging system/ Authorized distributor of EV Chargers.
5	Details of customer care	Bidder should have 24x7 Toll Free number . (In case Toll Free number not available, bidder have to submit the undertaking taking that Toll free number will functional within month's time on award of work)
6	Under Taking for performance of work as per contract	Bidder will provide the undertaking that he will <b>execute as per the terms and condition of the contract after award of work.</b>

d) Eligibility criteria for Group 2

a. Financial Criteria

- i. Average Annual Financial Turnover during the last 3 years, ending 31st March 2022 should be at least Rs. 4.5 Cr. (Rs. 3.75 Cr. for MSEs & Startups) excluding GST.
- ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year i.e., FY 2021-22.
- iii. The bidder should be in profit before tax (PBT) in two out of last three financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22.

Note: All financial figures (Turnover, Net worth and Profit before tax) shall be duly certified by CA on his letter head with UDIN.

b. Technical Criteria :

- i. The bidder should have experience of Supply, installation, testing & commissioning (SITC) and operations of cumulatively 40 Electric Vehicle Charging stations (AC / DC) at public places in last 7 years as on 30.06.2023.
- ii. Bidder should also have following technical capabilities

S.no	Supporting document	Capabilities
1	Undertaking	Bidder shall submit the undertaking that bidder should be ready for taking Electric Vehicle charging station (EVCS) Projects on Design, Finance, Build, Operate and Transfer (DFBOT) on revenue sharing model as well as on SITC basis depending on case to case or as per TCIL requirement.
2	App Details	Bidder should have app based charging platform and provide the

		supporting documents
3	Charging Management System Detail	Bidder should have successfully implemented Charging Management System for EV Charging and provide the supporting documents.
4	Relevant documents	Bidder should be OEM of EV chargers/ Technology of EVCS charging system/ Authorized distributor of EV Chargers.
5	Details of customer care	Bidder should have 24x7 Toll Free number . (In case Toll Free number not available, bidder have to submit the undertaking taking that Toll free number will functional within month's time on award of work)
6	Under Taking for performance of work as per contract	Bidder will provide the undertaking that he will <b>execute as per the terms and condition of the contract after award of work.</b>

## NOTE :

1. Agency empaneled for higher Group shall be automatically eligible for lower group.
  2. TCIL reserve the right to cancel the empanelment during the contract at any time if performance not established as per contract.
  3. To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
  4. To avail benefits prescribed in the tender for Micro & Small Enterprises (MSEs), the bidder shall submit Udyam Certificate for item/services (mentioned in this tender) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid.
  5. Traders/ resellers / distributors/authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012 as per MSE guidelines issued by MoMSME.
  6. MSEs who are manufacturer of Goods /Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the tender are listed in their MSME/NSIC certificate. Partial-listing of Goods/Services in their certificate shall render MSEs ineligible for benefits.
  7. The bids submitted without bid security/EOI processing fee or inadequate bid security/EOI processing fees will be rejected. No interest shall be payable on bid security amount.
  8. If EOI processing fees is submitted as BG/DD, it should reach o/o General Manager (Civil), Room No. 208, TCIL Bhawan, 2nd Floor, Greater Kailash-I, New Delhi-110 048 within the last date & time stipulated for bid submission in the tender
- e) The Bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid). Copy of PAN card and GST Registration certificate should be submitted in the bid. In case GST registration is not available, the Bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.
- f) The Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the Bidder should be submitted.
- g) 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.
- h) The Bidder shall submit an undertaking on their letter-head stating that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

- i) The bidder needs to submit an Undertaking stating that: 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 5 years, are not eligible to participate in this tender.
- j) Proof of PF registration to be submitted by the Bidder.
- k) The Bidder should have Local Office where work is to be executed. Else, he should give an undertaking that he will open Local office after Award of Work.
- l) **LABOUR LAWS (wherever applicable):**  
The Bidder should comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman’s Compensation Act, EPF/ESI 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.
- m) It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022.

The bidder shall provide undertaking to this effect.

- n) Bid by Consortium is not allowed.
- 1.3 The Bidder should give an undertaking on the company’s letter head 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 upto 2 years.
- 1.4 A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI as well as client’s tender (which forms part of this EOI), duly Signed and Stamped on the Letter Head of their Organization. The Bidder shall submit No-Deviation Certificate along with above.

#### **1.5 BID SECURITY (EARNEST MONEY DEPOSIT)**

Since this EOI is for empanelment of Contractor only, Therefore, No Earnest Money Deposit (EMD) is required to be submitted.

On completion of Empanelment of the Bidder, tender shall be floated amongst the 'empanelled group of firms'. The 'empanelled group of firms' shall also be asked to submit EMD/Bid Security in the tender floated by TCIL at that time.

1.6 **EOI PROCESSING FEES**

Rs.11,800/- (Rupees Eleven Thousands Eight Hundred) [i.e. Rs. 10,000/- plus GST@18%].EOI processing fee is Non-refundable.

1.7 **EMPANELMENT FEE**

Empanelment fee to be submitted by the eligible bidder based on eligible group after intimation of eligibility to prospective bidder. Only those bidders will empaneled who will submitted the empanelment fee. Empanelment fee is non-refundable.

Group 1 - Rs. 29,500/- (Rs. 25,000 + GST@ 18%)

Group 2 - Rs. 59,000/- (Rs. 50,000 + GST@ 18%)

**NOTE regarding EOI Processing Fee/ Empanelment fee:**

- (i) The payment of EOI Processing fee/ Empanelment fee shall be made through digital transfer by NEFT/IMPS/RTGS. EOI Processing fee/ Empanelment fee is Non-refundable.
- (ii) To facilitate payment of **EOI Processing Fee** through digital transfer i.e. (NEFT/IMPS/RTGS), details of bank account are as under:

Name Of Beneficiary and ITS Details	Name	Telecommunications Consultants India Limited	
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048	
	Account No	000705005880	
Name Of Beneficiary Bank and ITS Details	Name	ICICI Bank Limited	
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001	
	IFSC Code	ICIC0000007	

- (iii) In addition to the above, the payment for EOI processing fee and empanelment fee can be paid through the following prescribed electronic mode of payment (***UTR No. is to be provided by bidder in the technical online bid***):
  - a. Debit card powered by RuPay
  - b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – tcil80@ICICI
  - c. Unified Payment Interface (UPI) Quick Response Code: As below.
  - d. Bank details for NEFT: same as given above.



- (iv) The bidders shall submit the details of successful transaction clearly mentioning the UTR no., in its online bid, failing to which, the bid of such bidders shall be rejected summarily and shall not be considered for any further evaluation.
- (v) Bids received without the requisite EOI processing Fee shall be summarily rejected.

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) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- c) The Bidder who satisfies the eligibility criteria mentioned above shall be considered technically qualified and eligible for further processing. Those applicants who fulfill all the above terms and conditions shall be empanelled under respective group for a period of one year, may further be extended for two more years, one year at a time (1+1+1 years) at discretion of TCIL. TCIL reserves the right to limit the number of contractors to be empanelled in any group.
- d) TCIL reserves the right to cancel the tender process/any bid at any stage without assigning any reason thereof.

## **1.9 VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

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 IP PROGRAMME**

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. 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) 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.

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:

- 1) ShriPrabhash Singh, Independent External Monitor Email ID: [srgmhrbpl@gmail.com](mailto:srgmhrbpl@gmail.com)
- 2) Shri S.K. Sarkar, Independent External Monitor E mail ID: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

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

Mr. V. K. Sinha, Chief Vigilance Officer E-mail ID: [vk.sinha@tcil.net.in](mailto:vk.sinha@tcil.net.in)

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.

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.

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.

Tender received without signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the Bidder himself will be responsible for that.



**1.11 INTEGRITY PACT [applicable for value of project above 5 Cr]**

- a) This EOI is covered under 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.
- b) 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.
- c) EOI received without signed copy of the Integrity Pact document will be liable to be rejected.
- d) 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 sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- e) 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.

**1.12 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 a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other:

1. Managing director
2. The Chief Executive Officer
3. The manager;
4. The Company Secretary
5. The Whole-time director
6. The 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 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI. In case at any stage of this process, if it is established 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 upto 5 years.

**1.14 CLARIFICATION FROM BIDDERS**

The queries may be asked from Bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by Bidder against tender, without which the documents will not be accepted as valid.

**1.15 REGISTRATION OF MSE VENDORS**

All MSE bidders may be registered on TReDS platform (www.rxil.cin) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

**1.16** 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.

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

**1.18 CONTACT INFORMATION**

**Project Division:**

**Dr. Rohit Arora, CGM (Civil)**

Telephone: 011-26202208

e-mail: [rohit.arora@tcil.net.in](mailto:rohit.arora@tcil.net.in)

Rakesh Kumar Lakhera, DGM ( EE)

Email: [rakesh.lakhera@tcil.net.in](mailto:rakesh.lakhera@tcil.net.in)

M.no. 9818075026

**END OF SECTION-1**

**SECTION-2****GENERAL TERMS & CONDITIONS OF THE CONTRACT****2.1 Deleted****2.2 Deleted****2.3 PURCHASE PREFERENCE: MAKE IN INDIA**

- a) Minimum local content: **(Not applicable as the said EOI is for empanelment of Bidder)**
- b) Margin of purchase preference: 20%
- c) If sufficient Local Capacity exists then, only Class-I local suppliers are eligible to bid.
- d) Procedure (if sufficient local capacity doesn't exist, Class-I and Class-II Local Suppliers are eligible to bid) through following procedure. No Purchase Preference for Class-II Local Suppliers:-
- i. Items mentioned in EOI are non-splittable/non-dividable
    - The purchase/work order shall be given to L1 Bidder, if L1 is a Class-I local supplier.
    - If L1 is not a Class-I local supplier, the lowest Bidder among the Class-I local suppliers shall be invited to match the L1 price (subject to its price coming in the margin of purchase preference) and purchase/work order shall be awarded to such Class-I local supplier subject to matching the L1 price.
    - If lowest Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the price and so on and purchase/work order shall be awarded accordingly.
    - In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, the purchase/work order shall be awarded to the L1 Bidder.
  - ii. Items mentioned in EOI are splittable/dividable.
    - The purchase/work order shall be given to L1 Bidder, if L1 is a Class-I local supplier.
    - If L1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1 Bidder. Thereafter, the lowest Bidder among the Class-I local suppliers shall be invited to match the L1 price (subject to its price coming in the margin of purchase preference) for the remaining 50% quantity and purchase/work order shall be awarded to such Class-I local supplier subject to matching the L1 price.
    - If lowest eligible Class-I local supplier fails to match the L1 price or accepts less than offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price and so on and purchase/work order shall be awarded accordingly.
    - In case some of the quantity is still left uncovered on local suppliers within the margin of purchase preference, then purchase/work order for such balance quantity shall be awarded to the L1 Bidder.
- e) Verification of local content:
- i. In cases of procurement for a value less than Rs. 10 crores, the local supplier(Class-I and Class-II), at the time of bidding, shall submit a self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - ii. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier(Class-I & Class-II) shall be required to provide a certificate from statutory auditor or cost auditor of company (in case of companies) or from practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving percentage of local content in addition to self-certification at point(i)

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

Bidders shall submit the following certificate for sourcing products and services in tender

*"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We certify that Bidder M/s \_\_\_\_\_(name of the Bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that Bidder M/s. \_\_\_\_\_(Name of Bidder) fulfills all the requirement in this regard and is eligible to be considered against this EOI. The Bidder will not source those products & services whose beneficial owner is from such countries "*

[wherever applicable the Bidder must submit evidence of valid registration by Competent Authority]

**GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':**

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:-

1. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means;-

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (3) above will be as under:-

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a)"**Controlling ownership interest**" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b) "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural persons) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent of capital or profits of the partnership**;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the

natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

## **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 be not sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

## **2.7 Deleted**

## **2.8 Deleted**

## **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 ARBITRATION**

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender 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 Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.

For Public Sector Undertaking / Government Departments: “In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the Ist level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5 and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.”

## **2.11 FALL CLAUSE – Not Applicable**

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

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

## **2.12 OFFLINE DOCUMENTS**

The Bidder should submit all the bid documents (except Bank Guarantee) online as indicated in the Tender /EOI schedule. The Tender Fees is to be submitted by NEFT mode and UTR No. is to be

provided by Bidder in their online bid. Only Bank Guarantee if required in tender/EOI schedule shall be taken in offline mode.(Address to be given where it is to be submitted)

Documents submitted in online mode should be uploaded using DSC of person authorized as per Authorization letter /Board Resolution for signing bid documents.

### **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 upto 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 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 Deleted**

### **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 vendor is liable to be debarred from participating in future bids for a period of upto 5 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 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.

**2.19 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.

**2.20** At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the Bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such Bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.

**2.21 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 Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) 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 of 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****3.1 VENDOR TO BEAR COST OF EOI**

The bidder shall bear all costs associated with the preparation and submission of the EOI. TCIL in any case will not be responsible or liable for these costs regardless of the conduct of the empanelment process.

**3.2 LANGUAGE**

All documents relating to this empanelment process shall be in the ENGLISH language.

**3.3 VALIDITY OF EMPANELEMENT**

Shortlisted bidder will be empaneled for a period of 1 year. The same may be extended for another 2 (two) year at the discretion of TCIL @ 1year each time. (1 year + 1year + 1 year). TCIL at its discretion to remove the empaneled Charging Point Operator (CPO) if their performance /participation is not found satisfactory.

**3.4 Location for EVCS**

The empanelment is for setting up EVCS in NCR , However TCIL at its discretion may ask for establishment of EVCS outside the NCR also as per permission of client.

**3.5 BIDDING SYSTEM:**

Single stage bidding comprising of eligibility documents only. No Price bid required.

**3.6 SUBMISSION OF EOI**

- a) All documents shall have to be submitted online on e-tender portal of GePNIC ([www.etenders.gov.in](http://www.etenders.gov.in)). In addition, a Hard copy of all the documents submitted online shall be submitted in physical form also, within due date and time (as given in Section-1) in the office of GM (Civil), 2<sup>th</sup> Floor, Room no. 208, TCIL Bhawan, Greater Kailash –I, New Delhi- 110048. Any document not submitted online shall not be accepted in physical form.
- b) Power of Attorney for EOI signing authority of the firm shall also be submitted (on Rs. 100 stamp paper). The DSC used for uploading the online response on GePNIC portal should be of the same authorized person only.

**3.7 OPENING**

- a) The responses will be opened at the date and time of opening indicated in Section-1. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.
- b) TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

**3.8 PERFORMANCE SECURITY**

Selected bidder shall be required to submit PBG of Rs. 2 Lakh for Group 1 and Rs. 4 Lakh for Group 2. PBG should be valid till 3 years from the date of empanelment. Additional BG of Rs.5 Lakh or monthly expected revenue whichever is higher shall be submitted once empaneled agency is allotted work for EV charging station.

PBG to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform as per details below:

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

Note : Amount of additional performance BG is subjected to change during floating of price bid tender

### 3.9 PREFERENCE TO EMPANELED AGENCY :

The following preference will be given to empaneled agency who brings in the customers,. The Preference shall be given in the form of relaxation in %age terms to the selected partner total bid price in the project. This relaxation is for evaluation purpose only. The mode of relaxation is as follows:

“If the total bid price of the selected partner in a project, who has brought the business lead, is lower with in 10% of H1 price, shall be offered first to match the H1 price on revenue sharing basis. If this partner does not agree to match the H1 price, then who has quoted the H1 price will be offered to execute the project”.

### 3.10 NOTIFICATION OF EMPANELMENT

- a. TCIL shall notify the successful applicant in writing that its application has been accepted.
- b. The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within Seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.

**END OF SECTION-3**

## SECTION-4

### SCOPE OF WORK & TECHNICAL SPECIFICATIONS

On completion of Empanelment of the Bidders, limited tender shall be floated amongst the 'Empanelled group of firms' for establishment ,Operation and Maintenance of Electrical Vehicle Charging Stations on revenue sharing model for various projects of TCIL. or SITC basis depending upon case to case basis or as per TCIL requirement for various projects of TCIL.

Bidder shall be responsible for design, finance, execution, operation & maintenance works including revenue collection etc. and revenue generation through sale of space for advertisement at PCS, TCIL branding shall also be part of design of PCS. Scope shall cover solution requirement including but not limited to the following:

- Design and implement of EV Charging Station capable of charging 2, 3 & 4 wheelers & E-rickshaw on allocated sites with battery swapping provision as required. Design of PCS should conform to the guidelines issued by GOI/client in this regard.
- To pay revenue of TCIL after award of work . TCIL revenue will be calculated on the basis of unit dispensed multiply by agreed percentage of revenue, of highest rate of sale of per unit to end customer. For example if discom meter shows 100 dispensed by any reason in a month and empaneled agency charge @ Rs 15 per unit form some customer and @ Rs 12 unit from some customer. TCIL revenue will be calculated considering 100 Units and % of Rs.15 .
- Empaneled agency has to take electrical connection to make EVCS functional, if Electricity connection will be on the name of TCIL, all the payment shall be made by empanelled bidder for, Monthly bills generated by Discom, Empaneled agency shall also pay any late Fee charges, if the payment is not made within the due period TCIL have right to pay from successful bidder share or any due available with TCIL .All fee/ security deposit for taking the connection shall be paid by the selected bidder ,Upon completion/termination if the security money returned by discom shall be paid to contractor after settlement of account .Contractor have to coordinate with discom to take the power supply to make PCS functional.
- Supply, installation and commissioning of ARAI certified EV charges as per requirement of different specified locations,
- To fund capital expenditure for design, supply, installation, testing & commissioning and for successful operation and maintenance of EV Charging Stations during the project period.
- To collect fee for charging of EVs and battery swapping from end customers/users.
- To do comprehensive & satisfactory operation and maintenance of EV charging stations during the project period as per requirement. Agency shall ensure sufficient manpower for operations & maintenance. Availability of required spares shall be ensured to minimize downtime of PCS.
- Shall provide & maintain application based interface for Charging Station management software for system management and to facilitate public notification of charges, locations of the PCSs, bookings of slots, payment receipts etc. TCIL shall be provided the rights for monitoring the operations.
- To arrange for payment gateway to receive payments from users in digital mode and to pay charges for payment gateway and charges for software to make PCS user friendly etc.
- Create infrastructure and provision for outdoor promotion and advertising, to maximize revenue through sale of advertisements at PCS locations.. To generate additional revenue through advertisements permitted by law on web based application.
- Invoicing for advertisement, realization of payments thereof to the credit of escrow account.
- To deposit /credit the revenue collection on daily basis (including for advertisements as above) in escrow account.
- The selected bidder is required to take approval from TCIL prior to installation of any hoarding or other media related to marketing of PCS. TCIL branding shall be part of such hoardings/media.
- Land allotted for PCS shall not be used for any other commercial purpose other than as mentioned above without written approval. Additional activities, if permitted, can

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be considered on mutually agreed terms and conditions and revenue sharing

**Note : Detailed scope of work will be notified to bidder during calling of price bid and all the condition of client will be on back to back basis.**

**END OF SECTION-4**

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

<b>S. No</b>	<b>Item</b>	<b>Details</b>
<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**  
**INTEGRITY PACT**

**[As per format given in TCIL Website – Link [https://www.tcil.net.in/public/pdf/integrity\\_pact.pdf](https://www.tcil.net.in/public/pdf/integrity_pact.pdf)**

**END OF SECTION-6**

**SECTION-7****AUTHORIZATION LETTER****(Format for Authorization letter to be submitted by Bidder)**

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

[

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

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

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

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

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

CERTIFIED

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

**WITNESS:-**

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

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

**END OF SECTION-7**



**SECTION-8****NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

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

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

To

[Head of Department]

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

Sub: Self Declaration of not been blacklisted for [EOI No.] dated [EOI date]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to [EOI No.] dated [EOI date] for [EOI Name].

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this [EOI No] dated [EOI date].
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

**END OF SECTION-8**

**SECTION-9****BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

In response to your Tender No. \_\_\_\_\_, we hereby submit our offer herewith.

1. Bidder Name : \_\_\_\_\_

2. Website Address : \_\_\_\_\_

3. Email Address : \_\_\_\_\_

4. Address for Communication : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Telephone Number : \_\_\_\_\_

6. Fax/Telefax Number : \_\_\_\_\_

7. Authorised Person - Name : \_\_\_\_\_

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

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

8. Alternate Person Name: : \_\_\_\_\_

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

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

9. PAN Number : \_\_\_\_\_

10. GST Regn. No. with Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

11. Beneficiary's complete Bank Details.

Bank Account No. : \_\_\_\_\_

IFSC / NEFT Code : \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

Address of the Branch : \_\_\_\_\_

12. Particulars of EMD

Amount : Rs. \_\_\_\_\_

Mode of Payment (DD/BG) : \_\_\_\_\_

DD/BG No. : \_\_\_\_\_

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

Name of the Bank : \_\_\_\_\_

Address of the Bank : \_\_\_\_\_

Validity of BG : \_\_\_\_\_

## 13. Particulars of Tender Fee

Amount : Rs. \_\_\_\_\_  
 DD No. : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Name of the Bank : \_\_\_\_\_  
 Address of the Bank : \_\_\_\_\_

## 14. Turnover of the Bidder in last 3 years:-

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

## 15. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

\_\_\_\_\_

## 16. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

\_\_\_\_\_

## 17. Following Documents are submitted to substantiate other eligibility criteria.

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

**DECLARATION**

- 1) We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of the Tender.  
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.

Place:  
Date:

Signature of Authorised Signatory with Seal  
Name:  
Designation:

**END OF SECTION -9**

**SECTION-10****MAKE IN INDIA UNDERTAING**

**Bidder shall furnish following self certificate on its letter head along with their techno-commercial bid.**

"We M/s \_\_\_\_\_ (Name of Bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No \_\_\_\_\_ dated \_\_\_\_\_ against TCIL Tender No. ----- dated ..... . Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

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

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

"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the Bidder) hereby certify that M/s. \_\_\_\_\_ (name of Bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against TCIL Tender No. ----- dated ---- by M/s. \_\_\_\_\_ (Name of the Bidder).

(Note: In case of Bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

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

**END OF SECTION-10**

**SECTION-11****EOI CHECKLIST**

Sr. No.	Company Profile and Registration Details	Documents Details, if any	Documents Submitted (Yes/No)	
<b>Company Registration Document</b>				
1.1	Certificate of Incorporation	Incorporation Date & No.		
1.2	PAN No., GST No.			
1.3	Authorization letter/ Board Resolution			
<b>Bid Security &amp; PBG</b>				
1.4	Bid Security Declaration	NA		
1.5	PBG Undertaking	NA		
<b>1.6. Turnover</b>				
Sr. No.	Turnover in Crore (INR)			Audited Accounts Statement attached (Yes/No)
<b>FY</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	
Turnover				
Net-Worth				
<b>Undertakings/ Certificates/ Declaration</b>				
<b>1.2 (a)</b>	MAKE IN INDIA Undertaking			
<b>1.2 (b)</b>	Certificate of Incorporation/ Registration/ Partnership Deed or any other			
<b>1.2 (c)</b>	financial criteria			
<b>1.2 (d)</b>	Experience Criteria			
<b>1.2 (e)</b>	PAN & GST			
<b>1.2 (f)</b>	MAF			NA
<b>1.2 (g)</b>	Insolvent Undertaking			
<b>1.2 (h)</b>	No-Conviction Certificate			
<b>1.2 (i)</b>	Land Border Sharing Declaration			
<b>1.2 (j)</b>	Unpriced BOQ			NA
<b>1.2 (k)</b>	Undertaking from Vendors for non-cancellation of Purchase Order(s) on risk and cost on risk & cost basis or non-performance.			
<b>1.2 (l)</b>	PF Registration			
<b>1.2(m)</b>	Local Office Undertaking			
<b>1.2(n)</b>	Labor Laws Compliance Undertaking			
<b>1.2 (o)</b>	Consortium Agreement			
<b>1.3</b>	Genuine Documents Undertaking/Clause-by Clause Compliance			
<b>1.4</b>	No-Deviation Certificate			
<b>1.11</b>	Integrity Pact			

Authorized Signatory

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

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

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

**END OF SECTION-11**