

EOI Document
for
**[DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING,
COMMISSIONING INCLUDING OPERATION AND MAINTENANCE OF
20MW MUSCAT INTERNATIONAL AIRPORT & 6MW (SALALAH
AIRPORT SOLAR PV PROJECTS ON ASSET LEASE BASIS FOR FIXED
TENURE]**

EOI No: TCIL/45/Oman/2023-24/ Solar- Oman Airports
Date of Issue: 09/10/2023

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SECTION-1

EXPRESSION OF INTEREST (EOI)

EOIs are invited from all eligible bidders for Pre-Tender Tie-up with TCIL for “**DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING, COMMISSIONING INCLUDING OPERATION AND MAINTENANCE OF 20MW MUSCAT INTERNATIONAL AIRPORT & 6MW (SALALAH AIRPORT SOLAR PV PROJECTS ON ASSET LEASE BASIS FOR FIXED TENURE in Oman**” for a reputed Client in Oman.

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

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

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

TCIL intends to participate in this tender as main bidder for “**DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, TESTING, COMMISSIONING INCLUDING OPERATION AND MAINTENANCE OF 20MW MUSCAT INTERNATIONAL AIRPORT & 6MW (SALALAH AIRPORT SOLAR PV PROJECTS ON ASSET LEASE BASIS FOR FIXED TENUREin Oman**”. This EOI is floated for selection of back end partner ready to work in the above project for TCIL on exclusive basis and back-to-back basis.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. EOI document is available on TCIL website (<https://www.tcil.net.in/nit.php>) & GePNIC portal (www.etenders.gov.in). The important dates are as given below:-

1.1 IMPORTANT DATES

Date of Posting of EOI:	09/10/2023
Start Date of downloading/viewing EOI:	09/10/2023
Last date & time for seeking clarification, if any:	13/10/2023, 10.00 Hrs
Start date & time for Online submission of Bids:	09/10/2023, 10.00 Hrs
Last date & time for Online submission of Bids:	16/10/2023, 10.00 Hrs
Opening of Technical Bid (Part-I):	16/09/2023, 11.00 Hrs
Opening of Financial Bid (Part-II):	16/09/2023, 11.00 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) As per SOW (enclosed as a separate attachment)
- b) 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.
- c) 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.
- d) 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.
- e) The bidder shall fulfill the following financial criteria:-
 - i. Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least 30% (25% for Micro and Small Enterprises (MSEs) & Startups) of the estimated cost of purchase (excluding GST).
 - ii. Net worth should be positive as on 31st March of last Financial Year.
 - iii. The bidder should be in profit before tax (PBT) in two out of last three financial years.
- f) Experience of having successfully completed similar works/supplies during the last 7 years from the date of bid submission should be either of the following:-
 - A) Experience Criteria for IT/ Telecom project :-
 - a. For projects with estimated/ expected completion period less than or equal to 1 year:-

Two similar works each costing not less than 30% (25% for MSEs & Startups) of the estimated cost (excluding taxes), in last 7 years.

OR

One similar work costing not less than 40% (35% for MSEs & Startups) of the estimated cost (excluding taxes), in last 7 years.
 - b. For projects with estimated/ expected completion period of more than 1 year:-

Two similar works each costing not less than 30% (25% for MSEs & Startups) of the estimated cost (excluding taxes), in last 7 years.

OR

One similar work costing not less than 50% (45% for MSEs & Startups) of the estimated cost (excluding taxes), in last 7 years.
- g) Bid by Consortium is not allowed
- h) **Manufacturers Authorization Certificate (MAF), If applicable**

The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers

(OEMs) specific to the bid for items mentioned in this EOI.

In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of Financial bid.

- 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 5 years.

- 1.4** A statement showing **Clause-by-Clause compliance to all Terms & Conditions** of all the Sections of this EOI and as well as end client's, if required, duly Signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

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

- 1.5** **The Client's tender** and its amendments forms an integral part of this EOI.

1.6 **BID SECURITY (EARNEST MONEY DEPOSIT)**

Deleted

1.7 **TENDER FEES**

NIL

1.8 **EVALUATION**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) Among all technically qualified bids, the lowest bid will be termed as L1 (including all taxes) derived from Price Bid Schedule.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- f) **NPV BASED EVALUATION CRITERIA: IF APPLICABLE**
 - (i) Applicable for works/tenders where scope of work includes CAPEX and OPEX (O&M/AMC) or only OPEX, where OPEX activity is spread over a period of two or more years.
 - (ii) Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes.
 - (iii) Total cost shall be CAPEX+NPV of O&M/ AMC.
 - (iv) The discounting rate of 10% per annum shall be used for calculating NPV.

1.9 VALIDITY PERIOD OF BID

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

1.10 IP PROGRAMME :

Deleted

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 SIGNING OF NON-DISCLOSURE AGREEMENT

This RFQ and all materials submitted by Client must be considered confidential. It must not be forwarded to any third party for evaluation or for any other purpose without the written consent of Client. When submitting confidential material to Client, the Bidder must clearly mark it.

This RFP and Client process of evaluating sourcing opportunities, as well as the timing and content of any meetings, discussions and negotiations between Client and the Bidder, will be deemed 'Confidential Information' for the purposes of the Non-Disclosure Agreement (NDA).

Bidders must recognize and acknowledge that Client operates in a highly competitive business environment and, for that reason, expects that Bidders will treat all materials and data provided by Client as confidential.

Client and the Bidder further agree that all Proprietary and/or Confidential Information will be handled in accordance with the NDA.

1.13 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.

1.14 MOU/AGREEMENT

Selected bidder will have to sign MoU with TCIL (as per format enclosed) before TCIL submits bid to the end client.

1.15 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.

1.16 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.

1.17 REGISTRATION OF MSE VENDORS

Deleted

1.18 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.

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

1.20 CONTACT INFORMATION

Project Division:

Fahad Ahmed, AGM
Telephone: +968-99215276
e-mail: pmoman@tcil.net.in
tciloman@tcil.net.in

END OF SECTION-1**SECTION-2****GENERAL TERMS & CONDITIONS OF THE CONTRACT****2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM**

Deleted

2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

Deleted.

2.3 PURCHASE PREFERENCE: MAKE IN INDIA

Deleted

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

Deleted

2.5 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.
- c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.
- d) Demand notices may be sent to the original sub-contractor/ Supplier from time to time.

2.6 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a

security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum 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 REPEAT/ADD-ON ORDER

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

2.8 PURCHASERS RIGHT TO VARY QUANTITIES

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

2.9 FORCE MAJEURE

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

2.10 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 local law of Sultanate of Oman, as amended from time to time and the venue of the arbitration shall be in Oman

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 1st 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

- 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

Deleted

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 5 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 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). Clauses such as “at actual”, “extra”, “to be given later” etc. shall also be treated as non-responsive & are liable for rejection.

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 2 years.

2.17 CLARIFICATION OF BIDS

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

2.18 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

Note: In case clauses/ sub-clauses have any difference mentioned in this EOI at different places, the conditions mentioned in the end client shall prevail. The terms and conditions of this section shall be on back to-back basis of end client's tender as well.

3.1 PAYMENT TERMS – BACK-TO-BACK BASIS

PAYMENT CONDITIONS: **BACK-TO-BACK BASIS AS PER SOW TERMS.** The prices shall be on local contract basis for delivery of equipment to site. Prices shall be inclusive of all taxes, dues, etc., as required by local regulations and in accordance with the Standard Conditions of Contract.

3.2 PERFORMANCE SECURITY

- a) The bidder will submit an undertaking to submit back-to-back PBG (Performance Security) as submitted by TCIL to end Client or at least 5% of the contract value or as decided on case-to-case basis, if the contract is awarded to TCIL.
- b) Deleted
- c) The proceed of the performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point f).
- d) The performance security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.
- e) PBG should be valid as per requirement of Client. The PBG shall be refunded once the PBG of TCIL is returned by the client.
- f) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the bid security/performance security.
- g) Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

3.3 PRICE BASIS

The price format for the proposal should be as per the format provided by end Client SOW.

3.4 PAYING AUTHORITY

Chief Executive Officer, TCIL, Oman

3.5 INSURANCE

After the signing of the Agreement or acceptance of the Letter of Acceptance and prior to the commencement of the work, the Contractor shall insure against any damage, loss or injury which may occur to any property (including that of the Client) or to any person (including any employee of the Client) by or arising out of the execution of the Works or in the carrying out the Contract.

Such insurance shall be as per the client requirement.

3.6 DELIVERY / IMPLEMENTATION SCHEDULE

The Tenderer shall submit a detailed schedule of delivery and implementation starting from the date of issuing the work order until the end of the contract period including factory test, shipment and delivery on site, installation, testing and commissioning. However, the time for completion of the shall be as per end client.

3.7 WARRANTY

As per Client's Terms and conditions

3.8 PERIOD OF CONTRACT

As per Client's Terms and Conditions.

3.9 TERMINATION OF CONTRACT

- i) If, during the term of the Contract, the Contractor commits a breach of the Contract and provided that such breach is capable of being remedied, the Client will serve a written notice to rectify the breach within thirty (7) days of the notice date.
- ii) If the Contractor fails to rectify the breach within the notice period, the Client may immediately terminate the contract by a written notice to the Contractor
- iii) Upon termination of the Contract, the Client may appoint a different contractor to complete the outstanding work of the Contractor or any part thereof. Any costs incurred due to the engagement of the second contractor in excess of the Contract Price shall be borne by the Contractor. In such cases payment only for such materials supplied and useful to the Client up to the date of termination, shall be made.

3.10 PENALTY

Penalty shall be on back to-back basis as per the tender terms. An Undertaking to this effect on bidder's letterhead must be submitted.

3.11 FREE TECHNICAL MAINTENANCE / SLA

Refer SoW

3.12 UPTIME

Refer SoW

3.13 LIQUIDATED DAMAGES

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

3.14 DELIVERY PERIOD EXTENSION:

As per end Client's requirement.

3.15 SAFETY REGULATIONS:

Bidder shall be responsible for ensuring that the Services are carried out in accordance with the rules of safety provided by the law and with safe working practice. In particular, the Contractor shall comply strictly with the Company's Safety, Health & Environment regulations in addition to the safety related provisions in the RFQ.

3.16 OTHER REQUIREMENT:

Bidders may be asked to submit other compliance which are not part of this EOI but related to this SoW. Bidders has to give undertaking that if there is any other requirement related to SoW, shall be complied strictly.

END OF SECTION-3