

# EOI Document for

[Selection of Consortium Partner for Design, Supply, Installation, Testing and  
Commissioning of Grid Connected Distributed (Rooftop) Solar Photovoltaic System in  
Bhutan]

**EOI No:** TCIL/DT/EDITIII/BHUTAN/SOL

**Date of Issue:** 04-07-2024

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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, Supply, Installation, Testing and Commissioning of Grid Connected Distributed (Rooftop) Solar Photovoltaic System

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

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

TCIL intends to participate in the client tender. The client tender shall be shared after signing of Non-Disclosure Agreement (NDA). This EOI is floated for selection of consortium partner ready to work in the above project for TCIL on exclusive 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-india.com/nit.php>) & GePNIC portal (<https://www.etenders.gov.in>). The important dates are as given below:

**1.1 IMPORTANT DATES**

Date of Posting of EOI:	[04-07-2024]
Start Date of downloading/viewing EOI:	[04-07-2024]
Last date & time for seeking clarification, if any:	[05-07-2024], [17:30]
Start date & time for Online submission of Bids:	[05-07-2024], [9:30]
Last date & time for Online submission of Bids:	[09-07-2024], [15:30]
Online Opening of Technical Bid (Part-I):	[09-07-2024], [17:30]
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.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**

(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.

(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.)

- a) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / Government Societies. 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.
- b) 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 **Rs 25.0 Cr**.
  - ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year, i.e. 31/03/2023.
  - iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years.
- c) Experience of having successfully completed similar works/supplies during the last 5 years from the date of bid submission as follows:
- Two similar works each costing not less than **Rs 15 Cr** in last 5 years.
  - 10 MWp of rooftop solar installation in last 5 years
  - One project of installing micro inverters

‘Similar work’ implies design, supply, erection, and commissioning of works in Grid connected Rooftop Solar Power Plant.

The bidder should submit supporting documents i.e., work order and completion certificate from client.

- d) The bidder should have a valid PAN and GST Registration. 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.
- e) Manufacturers Authorization Certificate (MAF)
- 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.
- 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 letterhead 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 (in case of Consortium all the Consortium Partners) 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 un-priced BOQ along with their technical bid.
- j) 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 2 years, are not eligible to participate in this tender.
- k) Proof of PF registration to be submitted by the bidder.
- l) The bidder should have a local office at Bhutan where work is to be executed. Else, he should give an undertaking that he will open a local office after award of work.
- m) **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.

- n) Bid by Consortium is allowed. Consortium is allowed of maximum 2 partners (including the Lead Bidder).

Consortium must comply the following requirements:

- i. The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a Authorization letter/Board Resolution signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of two (02) agencies. For Turnover Financial Eligibility Criteria, the turnover of each partner shall be added for the purpose of eligibility criteria. However, the turnover of lead bidder shall not be less than 100% of average turnover requirement of bid and must fulfil net-worth requirement criteria.

In case of consortium, the experience criteria of similar work to be full filled by lead bidder against eligibility criteria 1.2.d is as follow:

- a) One work if total requirement is for One work (Value/ years as per Clause 1.2.d)
- b) At least One work if total requirement is for Two work (Value/ years as per Clause 1.2.d)
- c) At least One work if total requirement is for Three work (Value/ years as per Clause 1.2.d)

In case Lead Partner nominated by the consortium does not meet the experience criteria and Net Worth Criteria, submitted bid shall not be considered. Each consortium partner shall be jointly and severally responsible for completing the task as per the contract. TCIL, in any case, will deal with the lead partner, who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.

- ii. The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Authorization Letter/ Board Resolution from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.
- iii. The formation of consortium or change in the consortium character/partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.

- iv. The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
  - v. The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.
  - vi. The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized signatory on behalf of consortium.
  - vii. The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months or maximum 36 months as per decision of TCIL.
  - viii. Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
  - ix. In case of separate entity by way of JV etc., then eligibility of the entity only shall be considered.
- 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 up to 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.
- Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements are not mentioned in the datasheet, OEM compliance shall be submitted.
- 1.5** The Client's tender No DGPC/PCD/CS/68/2024/1303 for Procurement of Design, Supply, Installation, Testing and Commissioning of Grid Connected Distributed (Rooftop) Solar Photovoltaic Systems and amendments forms an integral part of this EOI.
- 1.6** The End Client Tender shall be shared after signing of NON-Disclosure Agreement. Format of NDA is attached at section-24
- 1.7 BID SECURITY (EARNEST MONEY DEPOSIT)**

The bidder should provide an undertaking that the requisite bid security will be directly submitted by the bidder assuming the tenderer DGPC allows the same. Other wise Back to Back EMD shall be submitted to TCIL before submission of bid to the end client.

EMD amount can be submitted in the form of **Demand Draft (DD)** drawn in favour of "Telecommunications Consultants India Limited" payable at New Delhi along with the bid, OR in the form of a **Bank Guarantee (BG)** / e-BG in the prescribed format (Section-8) from a SFMS enabled Scheduled Commercial Bank through SFMS Platform OR as an **Insurance Surety Bond** as per format given in Section-22 OR **Fixed Deposit Receipt (FDR)** OR **Bankers Cheque**.

**The validity period of Bid Security / EMD (in any form) should be 120 days.**

Details of beneficiary for issue of BG under SFMS Platform is as 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
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi-110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

EMD can also be paid through the following prescribed electronic modes of payment (**UTR No. is to be provided by bidder in the technical online bid**):

- Debit card powered by RuPay
- Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**
- Unified Payment Interface (UPI) Quick Response Code: As below.
- Bank details for NEFT: same as given above.



Note: Bids received without Bid Security (EMD) may be summarily rejected.

## 1.8 TENDER FEES

Tender Fees shall is waived off. However, the fee to the tenderer DGPC will be paid directly by Bidder assuming the tenderer DGPC allows the same. Otherwise Back to Back tender fees shall be submitted to TCIL before submission of bid to the end client..

Tender 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**):

- Debit card powered by RuPay
- Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**
- Unified Payment Interface (UPI) Quick Response Code: As below.
- Bank details for NEFT: same as given above.

**Notes for EMD and Tender Fees Exemption:**

- a) Micro & Small Enterprises (MSEs) (For goods and services tenders) and Start-up Enterprises are exempted from the payment of EMD & Tender Fees
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- g) If bid security/tender fees is submitted as BG/DD, it should reach o/o Tender Accepting Authority, TCIL Bhawan, 4th Floor, Greater Kailash-I, New Delhi-110 048 within the last date & time stipulated for bid submission in the tender.
- h) The EMD/Bid Security of unsuccessful bidder shall be returned as promptly as possible but not later than 30 days after expiry of the bid validity period.
- i) The EMD/Bid Security may be forfeited if:
  - (i) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
  - (ii) fails or refuses to execute the Contract, if required; or
  - (iii) The successful bidder fails to submit performance security within the prescribed time. or
  - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

**1.9 EVALUATION**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.



- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference needs to be given as per Purchase Preference defined in this EOI.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- f) NPV BASED EVALUATION CRITERIA:
  - 1) Applicable for works/tenders where scope of work includes CAPEX and OPEX (O&M/AMC) or only OPEX, where OPEX activity is spread over a period of two or more years.
  - 2) Bids shall be evaluated on the basis of the lowest NPV (Net Present Value) without taxes.
  - 3) Total cost shall be CAPEX+NPV of O&M/ AMC.
  - 4) The discounting rate of 10% per annum shall be used for calculating NPV.

### 1.10 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of bid opening of end client tender. 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.

### 1.11 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) Shri Anil Kumar Shrivastava, Independent External Monitor Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)
- 2) Shri Harishwar Dayal, Independent External Monitor E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

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

Shri Niraj Verma, Chief Vigilance Officer E-mail ID: [cvotcil@tcil.net.in](mailto:cvotcil@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 a signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.

### **1.12 INTEGRITY PACT**

- a) This EOI is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- b) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- c) EOI received without a 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 the 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.

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

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with TCIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to TCIL. In case the bid is to be submitted by a consortium, NDA should be signed by each partner of the consortium. Participation without compliance to the above shall be invalid and such bids will not be considered by TCIL.

### **1.14 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.

### **1.15 MOU / AGREEMENT**

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

The template of Pre-bid MoU documents [(1) with consortium, and (2) without consortium] are enclosed. Necessary changes/modifications as applicable should be made prior to floating in EOI/signing the MoU. The relevant MoU format may be made a part of EOI document, so that it can be signed on selection of vendor at pre-bid stage.

#### **1.16 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 up to 2 years.

#### **1.17 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.

#### **1.18 REGISTRATION OF MSE VENDORS**

All MSE bidders may be registered on TReDS platform (<http://www.rxil.in>) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

**1.19** 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.

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

**1.21** On award of work of the Tender/Work/Project, the vendor shall provide its GeM Seller id to TCIL (not applicable for “works” contract or non-Indian vendor).

#### **1.22 CONTACT INFORMATION**

<p><b>Bharat Belwal , AGM (IT &amp; T-III), bharat.belwal@tcil.net.in 9013130051</b></p>
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**END OF SECTION-1**