



Request for Quotation (RFQ)

No.: TCIL/KSA/L&T Electrical work/Tender/2022

Dated: 22.02.2022

SUB: Request for Quotation (RFQ) for Sub-contracting the Execution of MV (Medium Voltage 33KV) Trenching, Cable laying & termination work 1.5 GWacSudair Solar PV IPP Project in Kingdom of Saudi Arabia (KSA)

1. INTRODUCTION:

Telecommunications Consultants India Ltd. (TCIL) is a Government of India Enterprise under Ministry of Communications. TCIL is a world-reputed organization for providing Back to Back solution from concept to completion in the field of IT, Telecommunications, Civil Infrastructure, Power and other Hi-Tech areas/sectors. TCIL has successfully completed a number of Turn-Key projects in IT, Telecom, Power, Civil Infrastructure and Consultancy projects throughout the world in last 40 years since its inception in 1978. For a detailed account of TCIL's credentials, please visit website www.tcil.net.in.

TCIL is executing FTTx Civil, OSP Implementation, SEC Electrical works and OSP Maintenance works in Kingdom of Saudi Arabia (KSA) from last many years. TCIL has been carrying out the OSP FTTH & Metro Network maintenance works for ITC, Mobily & SNFN in Kingdom of Saudi Arabia.

In this regard, TCIL is looking for a prospective Sub-Contractor dealing Execution of MV (Medium Voltage 33KV) Trenching, Cable laying & termination work 1.5 GWacSudair in Kingdom of Saudi Arabia (KSA) and willing to work as sub-contractor for mutual benefits. Interested Sub-Contractors may submit their RFQ proposal as detailed below. TCIL reserves the right to accept or reject any or all the RFQ submitted without assigning any reason. The client for TCIL is LARSEN & TOUBRO SAUDI ARABIA LLC will be referred as L&T and Main client is Seco will be referred as SEC or Main Client

2. BASIC ELIGIBILITY CRITERIA:

Sr. No.	Qualification Criteria	Documents/information to be provided along with RFQ Proposal
1.	The bidder must be a registered company in Kingdom of Saudi Arabia.	<ul style="list-style-type: none">Commercial registrationZAKAT / Tax registrationVAT registrationGOSI CertificateBank Details
2	Average Annual turnover 30 % (20% for MSEs) during the last 3 Years. Experience: 1- 3 Similar works each costing not less than 40% (30% for MSEs and Startups). 2- Two similar works each costing not less than 50% (40% for MSEs & Startups) 3- One similar work costing not less than 70% (60% for MSEs & Startups).	<ul style="list-style-type: none">Copy of work Orders / POsFinancial Statement
3	Power of Attorney (In case of Signatory is other than Director of the Company or Proprietor / Partner of the Firm)	<ul style="list-style-type: none">Power of Attorney in the name of the signatory of the Proposal
4	Minimum one year Experience in Medium Voltage Electrical work with SECO or their subcontractors in Saudi Arabia or similar works in ministries / Govt. organisations in KSA	<ul style="list-style-type: none">Copy of work Orders / POs



3. The sub-contracting work shall be awarded on the basis of their Experience and capacity of Execution of MV (Medium Voltage 33KV)works. However existing sub-contractors shall be given priority in their area of scope.
4. The bidder shall submit the price in the **Price Schedule** enclosed as **Annexure-1**.
5. All the terms & conditions are given in TCIL's sub-contracting agreement enclosed as **Annexure-2**.
6. The successful bidder needs to enter into the aforesaid agreement. Further this **RFQ shall be part of agreement**.
7. The agreement shall be initially for one Year and can be extended up to another two years with same terms and conditions.
8. The Scope of works includes Execution of MV (Medium Voltage 33KV) Trenching, Cable laying & termination work 1.5 GWacSudair Solar PV IPP Project. **The duration of the current project is to be completed within 4 Month from the date of awards of work.**
9. Both parties shall sign an Integrity Pact and be a party to it. Both parties will abide by the code of conduct as defined in the Integrity Pact enclosed as **Annexure-3**.
10. Eligible bidder may submit their RFQ offer (Proposal including all documents/information establishing eligibility criterion as detailed above & Price schedule) **latest by04.03.2022.....till 3:00 PM (Arabian Standard Time)** in the office of CEO, Telecommunications Consultants India Limited (TCIL), Riyadh, KSA in an envelope at following address
Manager (Procurement)
O/o Regional Director, TCIL
6997, Ash Shaikh Abdul Rahman
Ibn Abdullateef Street, Almanar Unit No.: 2
Wasel Saudi Post, Riyadh 14223-4470 – Saudi Arabia
Post Box: 88987, Riyadh – 11672
11. For any clarifications please contact **Manager (Procurement)**, Telecommunications Consultants India Limited (TCIL),
Mobile: +966-558860950,
Email: tcil.procurement@gmail.com
12. **Bid opening will be at 4:00 PM (Arabian Standard Time) on04.03.2022 at above Venue.**

Manager (Procurement)



Annexure-1

Price Schedule

Sr No	Description	UoM	Qty	Quote	Total
A	Excavation and preparation of clean trenches in all types of Soft Strata for laying of electrical conduit & cables.	CuM	16,896		
B	Backfilling of Excavated trench including	CuM	16,896		
i	Laying of clean sand in trenches before and after laying of cable/Conduits - thickness each sand layer -7010 CuM	Per Cum Excavation	16,896		
ii	Laying of protection tile in trench - 21.935 KMS				
iii	Installation of cable route marker -390 Nos				
iv	Backfilling of trench using the excavated earth post laying of cables and Sand laying - 9923 CuM				
C	Laying of Cables - MV Cables				
	Laying and testing of HT POWER CABLES, 19/33kV(E), XLPE, AL ARMoured Cable (Specification shall be as per RFP) in accordance with IEC 60364 & IEC 60502. Laying & testing of cable in Trench				
i	19/33kV, 3Cx185 Sq.mm,XLPE, AL Cable	KMS	3.315		
ii	19/33kV, 1Cx300/400 Sq,mm,XLPE,AL Cable	KMS	115.605		
iii	19/33kV, 1Cx500/630 Sq,mm,XLPE,AL Cable	KMS	102.153		
D	Termination, testing & commissioning of HT Power Cables				
i	33kV,1Cx300/400 "T" type / Plug-In type Termination KIT	NOS	210		
ii	33kV,1Cx500/630 "T" type / Plug-In type Termination KIT	NOS	90		
iii	33kV,3Cx185 Heat Shrink type Termination KIT	NOS	140		
iv	33kV,1Cx300/400 Straight Joint KIT	NOS	76		
v	33kV,1Cx500/630 Straight Joint KIT	NOS	94		
E	Laying OF Optical Fibre Cable in HDPE Conduit (12 Fibre)	KMS	42		
F	Jointing of FO Cable (12 Fibre)	Nos	25		
G	Laying and Jointing of 10sqmm Earthing Conductor	KMS	22		

Price Schedule

Item Description	Total Rate** in Figure For above scope	Total Rate** in Words For above scope
Excavation and preparation of clean trenches in all types of Soft Strata for laying of electrical conduit & cables.16896CuM Backfilling of Excavated trench includingLaying of protection tile in trench as per the SEC / Client specification - 21.935 KMS. Laying and testing of HT POWER CABLES, 19/33kV(E), XLPE, AL ARMoured Cable in accordance with IEC 60364 & IEC 60502. Laying & testing of cable in Trench. Termination, Testing &Commissioning of HT Power Cables Laying, Jointing and testing of Optical Fibre Cable in HDPE Conduit (12 Fibre)		



Laying and Jointing of 10sqmm Earthing Conductor		
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****Notes:**

1. The Rates to be quoted as Final rates based on the total value. For example if total value is 1Million, He must quote it in the table.
2. Rates do not include VAT, which will be paid additionally.
3. Price(s) to be quoted shall be inclusive of all other applicable taxes (excluding VAT) and levies and is in accordance with the Terms & Conditions mentioned in the draft agreement.
4. All the terms and conditions of applicable MV (Medium Voltage 33KV) Trenching, Cable laying & termination workof LARSEN & TOUBRO SAUDI ARABIA LLC, KSA 1.5 GWacSudair Solar PV IPP Project Contract signed between TCIL and LARSEN & TOUBRO SAUDI ARABIA shall apply on back to back basis.

Signature of Authorised Signatory with Seal



Sub-Contract - Agreement

Contract for Execution of MV (Medium Voltage 33KV) Trenching, Cable laying & termination work 1.5
GWacSudair Solar PV IPP Project)in Kingdom of Saudi Arabia (KSA)

Contract No: TCIL/KSA/L&T Electrical work/Tender/2021-22/1 dated

This agreement is by and between **M/s Telecommunications Consultants India Limited**, herein referred to as TCIL, the 1st Party / Contractor, having Commercial Registration No. 1010172193, P.O. Box: 88987, Riyadh-11673, Kingdom of Saudi Arabia.

And

..... herein further referred to as, the 2nd Party / Subcontractor, having Commercial Registration no., P.O. Box:,, Kingdom of Saudi Arabia.

This agreement will be valid for one year with effect from the date of Contract and may be further extended for additional 2 years by TCIL.

The parties here by agree to the following

TCIL (1st Party / Contractor)

1. Provide work/Job order. Work order shall be issued for the scope of L&T in a City. Work order shall be issued for the scope awarded by L&T. It is mandatory for the 2nd party to accept the entire scope in the City concerned.
2. Assign a Project Manager who will be overall in-charge of entire scope of L&T in Kingdom of Saudi Arabia and act as an interface between the 2nd Party and M/s L&T.
3. Coordinate all activities with M/s L&T.
4. If required arrange permits from all the concerned agencies with the help of L&T, i.e. MOT/Baladiya (Municipality) /Traffic / Co-ordination office etc. However, permit closure shall be the responsibility of the 2nd party.

..... (2nd Party / Subcontractor)

2nd Party shall in accordance with and subject to the Terms & Conditions of the concerned L&T ELECTRICAL MV 33KV TRENCHING, CABLE LAYING & TERMINATION contract and in particular in conformity with Scope of work and Technical Provisions of the TCIL's contract with L&T.

1. The Subcontractor is responsible for the provision of all Materials and Equipment and the performance of all works and services required for carrying out and completion of the Works in accordance with the BOQ/PO and the Contract (whether or not expressly set out therein) including making good any Defects.
2. The Subcontractor shall perform all such work, supply all such materials and provide such services not specifically mentioned in the Contract but which can be reasonably inferred from the Contract as being required on an ancillary basis for the proper execution of the Works and performance of the Plant as if such work, materials and services were expressly mentioned in the Contract.
3. In consideration of the payments to be made by the Contractor to the Subcontractor as provided in the Contract, the Subcontractor covenants and agrees to carry out and complete the Works, and remedy any Defects therein, in conformity in all respects with the provisions of the Contract.
4. The Subcontractor hereby agrees, promptly upon being so requested by the Contractor, to provide such information concerning the Contract and/or the Subcontractor as may be reasonably requested by the Contractor in order to secure any third-party approvals required to implement the Project.
5. The Subcontractor shall notify the Contractor as soon as reasonable, which shall not exceed fourteen (14) Days of the date on which the Subcontractor first had knowledge of any event or occurrence which in the Subcontractor's reasonable opinion is likely to impact the Subcontractor's performance



- under the Contract, stating the details of such event or occurrence, the details of the impact of such event or occurrence on Subcontractor's performance, all reasonable evidence of the impact of such event or occurrence, and such other details as may reasonably be requested by the Contractor. Such obligation shall be in addition to any other requirements if applicable.
6. The Subcontractor shall not be entitled to assert any entitlement under this Contract after the earlier to occur of (i) thirty (30) Days from actual knowledge of the grounds for such Claim, and (ii) three (3) months from the grounds for a Claim having arisen regardless of the Subcontractor's knowledge (or lack thereof) of such grounds having arisen.
 7. The Subcontractor's entitlement on such event or occurrence shall be reduced proportionately to the extent that any act or default of the Subcontractor, any of their personnel, agents or employees may have caused or contributed to the event or a failure by the Subcontractor to notify the Contractor in accordance with Clause 5 or Clause 6 above, as the case may be.
 8. Without prejudice to the Subcontractor's obligations under Clause 4, the Subcontractor shall always act in accordance with Good Utility Practice, use all reasonable efforts and shall take all such steps as the Contractor may reasonably direct from time to time to mitigate and minimise any delay or additional costs or loss it may incur or suffers in connection with the performance of the Contract.
 9. Submission of binder and necessary co-ordination for release by L&T if required.
 10. End to end Permit management (issuance, renewal and its closing) if applicable.
 11. Execution of assigned scope from the L&T/1st Party as per L&T standards and specifications within L&T's targets.
 12. Implementation to be done as per approved design from L&T. In case of any deviation, change request approval from L&T.
 13. Provide all the Materials from suppliers approved by L&T at that point of time.
 14. Provide detailed work plan to 1st Party.
 15. Inform work schedule to the 1st party for ongoing and completed works on daily basis.
 16. Taking direct approval from L&T for day to day implementation activities on daily basis in the applicable format. Concreting / Backfilling to be done only after getting the trenches / ducts/ Cables checked by TCIL's and L&T supervisor / Inspector. TCIL may ask for test pits, to check the quality of implementation.
 17. Submission of Audited report in time prescribed by L&T.
 18. Shall be responsible for attending any inspection or any test to be witnessed by L&T/TCIL representative and compliance of deviations observed, if any.
 19. Handover of network to respective Managed Network Service (MNS) contractor or Consultant of L&T and clearance of outstanding Item List within time stipulated by L&T.
 20. Submission of As-built red line (including Short Jointing Table (SJT)) to TCIL within 15 days' of completion of scope for onward submission to L&T and required co-ordination for as built approval and release of RFS.
 21. The Subcontractor shall not at any point of time during the term of the Contract, engage in discussions or attempt to communicate (directly or indirectly) with the Project Company, SEC, Client, Lenders or other third parties on any matter in connection with the Contract without the prior written consent of the Contractor.
 22. Notwithstanding Clause 21, the Subcontractor shall only approach the Project Company in the event of any material breach of the Contract by the Contractor and such material breach is not remedied within three (3) months after notice from the Subcontractor stating that a breach has occurred, identifying the breach and requesting remedy of such breach.
 23. The Subcontractor shall not (and ensure that its personnel, Affiliates, employees, agents, officers, directors, insurers, sub-subcontractors shall not) provide or disclose, whether directly or indirectly, any Documents, Site photographs, videos or confidential information in relation to the Works and the Project, to the Project Company or to any third party, without the prior written consent of the Contractor.
 24. Provide required resources/SPOCs for project management including implementation and handover including those required in L&T office.
 25. Follow all the processes and guidelines shared by L&T from time to time. Any revision/modification in work suggested by the L&T has to be accepted and followed by the 2nd party.
 26. Attend all the review meetings of L&T for the assigned scope.



27. All the terms and conditions of ELECTRICAL MV 33KV TRENCHING, CABLE LAYING & TERMINATION /LM contract between TCIL and L&T shall apply on back to back basis.
28. Responsible for warranty of the scope as per L&T contract.
29. 2nd Party shall fully mobilise and ready to start the work as per L&T schedule and targets.
30. The Contract Price and rates shall be firm and fixed for the entire term of the Contract and shall not be subject to escalation or adjustment on any condition whatsoever, including any Descoping of Works pursuant. (Contractor's right to descope).
31. All ascertained costs, liquidated damages or expenses for which the Subcontractor is liable to the Contractor under the Contract may be deducted or set-off by the Contractor from any monies due or becoming due to the Subcontractor under the Contract or may be recovered by action at law in accordance with the terms of the Contract.

Sub-contract Price

1. The 2nd Party shall be paid as per below mentioned percentage of the Unit Price List (UPL) rate in ELECTRICAL MV 33KV TRENCHING, CABLE LAYING & TERMINATION /LM contract signed between TCIL and L&T.

Item Description	1 st Party –TCIL (%)	2 nd Party (%)
Turnkey ELECTRICAL MV 33KV TRENCHING, CABLE LAYING & TERMINATION implementation (Civil &Electrical works) Network Infrastructure Civil Work and OSP Implementation for M/s L&T		

2. UPL rates do not include applicable VAT, which will be paid additionally.
3. The final amount is based on the actual works executed by the sub-contractor and respective quantities available in the As-built Bill of Quantity (BOQ) approved by L&T.
4. Prices are inclusive of everything including but not limited to material, resources, machineries, tools/testers, testing (Concrete /Asphalt), vehicles, safety, transportation, co-ordination, project management, contingencies etc.
5. Any penalty imposed on 1st party by any authority in KSA including L&T& MCIT due to the failure of the 2nd Party in scope of work awarded to the 2nd party, shall be recovered from due payments of 2nd Party.
6. In case of delay in execution of work escalated by L&T or non-compliance of quality/safety norms of L&T/Baladiyah, 1st Party has the right to get the work done at the risk and cost of the 2nd party and recover from due payments of 2nd Party with penal interest. Penal Interest rates shall be charged @8.5% per annum.

Payment Terms & conditions:

1. Monthly Invoicing.
2. Payment terms will be as follows:

Sl. No.	Mile stone	% Payment
1.	Completion of works for the respective month and confirmed Quantity from TCIL PM and L&T.Approved and certified invoice value shall be released within 15 days of invoice submission.	80% (SixtyPercent) of the payment due to 2 nd Party.
2.	Once we receive Progressive payment from Client we may release the payment based on Approved and certified invoice value.	10% (Ten percent) of the payment due to 2 nd Party
3.	On the receipt of the payment from Client and after the completion of 12 month of retention period.	10% (Five percent) of the payment due to 2 nd Party



3. The final Payments will be made after recoveries, if any, in respect of shared resources, delay penalties from L&T/TCIL, material including transportation charges, loading and unloading, permit renewal/closing charges, testing (asphalt, concrete etc.) charges, Services provided by 1st Party, rent of machineries & tools, Baladiyah / other agencies penalties etc. from the earliest due payments against the respective work order.
4. Approved and certified invoice value shall be released within 15 days of invoice submission.
5. Payment shall be done after recovery of all the dues, penal interest etc, if any.
6. Any penalty imposed on 1st party by any authority in KSA including L&T on account of scope of work awarded to the 2nd party, shall be recovered from due payments of 2nd Party.

General Terms & Conditions

1. All the Terms & Conditions in the main agreement signed by 1st Party with L&T related to work execution, maintenance of quality, safety, work procedures, standards and time schedules will also be an implicit part of this agreement and will be applied on back to back basis.
2. **TCIL will no way responsible for any claims/liability of supplier/Sub-contractor/ employee of 2nd Party.**
3. In case of delay in execution of work or non-compliance of quality/safety norms of L&T/Baladiyah, 1st Party has the right to get the work done at the risk and cost of the 2nd party and recover the same from 2nd party due payments.
4. All risks of loss or damage to physical property and of personnel injury and death, which arises during and in consequence of the performance of the sub-contracted work, are the responsibility of the 2nd Party.
5. All correspondence, reports, plans and documents forwarded to the 1st Party shall be in English Language.
6. Amendment to this agreement shall be issued if need arises by mutual agreement.
7. 2nd Party shall abide by all the rules and regulations in force or coming into force in the Kingdom of Saudi Arabia and shall pay all fees, duties etc. in connection with the execution of the Sub-contracted work.
8. This agreement is subject to the Laws in the Kingdom of Saudi Arabia.

IN WITNESS WHEREOF the parties hereto have this agreement as of the effective date of Sub-contract from the date of signing of Contract.



Technical & Safety Specifications

1. All the technical specifications shall be as per L&T's / Main Client Standards and Specifications.
2. Any revision/modification in work suggested by the M/s L&T has to be accepted and followed by the 2nd party. 1st Party will supply the revised plan to 2nd Party if required.
3. The safety barricades, safety mesh, safety signboards, steel plates, bridges, night watchman, night safety items including generator shall be provided by the 2nd Party as per MOMRA/MOC/TRAFFIC requirements. TCIL sign board will be supplied by 1st Party prior to start the work if needed. All the machineries shall display TCIL stickers provided by the 1st Party. All the working staffs of 2nd party have to wear uniform with TCIL embedded logo which will be supplied by 1st Party on cost basis.
4. Following Safety to be made available on site by the sub-contractors before starting any type of activity.
 - i. All staff on site must use (Helmet, Safety Shoes, Safety jacket, Company ID Card, Vehicle with L&T Stickers etc.)
 - ii. Locate & mark all existing utilities before start any type of work (before test pit or any type of excavation).
 - iii. Amana sign board must be available at beginning and end of any trench and in every excavation as per Amana standard.
 - iv. All debris must be removed from site and shall be dumped at approved dumping area.

IN WITNESS WHEREOF the parties hereto have this agreement as of the effective date of Sub-contract.

Signature: _____

Name:..... _____

Designation ___CEO_____ _____

Name of the Company _TCIL_____ _____

Address ___Al Mannar, Riyadh_____ _____

Dated: _____ _____

E-mail_____tcilksa@tcil.net.in_____ _____

FAX:___011-2378678_____ _____



INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, **Telecommunication Consultants India Limited (TCIL)** acting Through, **RD (KSA)** (Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and _____ (Name of the company) represented by _____/Authorised Signatory (Name & Designation of the officer) (hereinafter called the "BIDDER" /"SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid against Tender/RFO/EOI/RFP/RFQ _____ for the _____ (Name of the Stores/Equipment/Services, Ref No: date) and the "BIDDER" /"SELLER" is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership Firm/Proprietorship Firm/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, T HEREFOR

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract(s) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract(s), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract(s) in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract(s).

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the CMD, TCIL any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including



criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract(s) process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract(s) would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract(s) or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract(s) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract(s).

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract(s) or forbearing to do or having done any act in relation to the obtaining or execution of the contract(s) or any other contract(s) with TCIL for showing or forbearing to show favour or disfavour to any person in relation to the contract(s) or any other contract(s) with TCIL.

3.3 Foreign BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract(s).

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract(s) to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract(s) shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract(s) and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract(s) to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract(s).

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

The BIDDER shall not pass any information provided by the BUYER as part of business relationship to others and not to commit any offence under PC/IPC Act.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.



3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.

3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment benefit and

(i) If comes to know of any unethical or illegal practice in BUYER.

(ii) If he makes any payment to any BUYER Associate.

3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact in case of further sub-contracting by the bidder. The BIDDER will undertake the responsibility of the adaptation of IP by all their sub contractor(s).

3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the previous years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract(s), if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract(s) is/are signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract(s).

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



xi) Any other action as decided by CMD, TCIL based on the recommendation by Independent External Monitors (IEMs).

5.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1(i) to (xi) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.

6. Independent External Monitor (IEMs)

6.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are below.

1) Shri Prabhash Singh, Independent External Monitor

Email ID: srgmhrbpl@gmail.com

2) Shri S. K. Sarkar, Independent External Monitor

Email ID: sksarkar1979@gmail.com

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the CMD, TCIL.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the CMD, TCIL. The IEM can in this regard submit nonbinding recommendations. If TCIL has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Board of Directors, TCIL.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.8 The IEM will submit a written report to the CMD, TCIL within 10 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'IEM' would include both singular and plural.

7. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. New Delhi).

9. Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.3 Bidder signing the IP shall not approach the courts while representing the matter with IEMs and the



bidder shall wait for their decisions in the matter.

10. Validity

10.1 The validity of this Integrity Pact shall be from the date of its signing till final completion of the project that is the complete execution of the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.3 If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, TCIL.

10.4 Changes and supplements need to be made in writing.

10.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at Riyadh on _____

BUYER

BIDDER/SELLER

Signature _____

Name of the officer _____

Designation: Regional Director

Name of the Company: TCIL

Address: Al-Mannar, Riyadh

E-mail: tcilksa@tcil.net.in

FAX: 011-2378678

Witness-1 (Buyer)

Witness-1 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company _____

Address _____

Dated: _____

Witness-2 (Buyer)

Witness-2 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company _____

Address _____

Dated: _____
