

**EOI Document**  
**for**  
**Selection of partner**  
**for**  
**The Design, Supply, Installation, Testing and**  
**Commissioning of a 2MWac Floating Solar Power Plant**  
**(FSP) at Tamarind Falls Reservoir (TFR), Republic of**  
**Mauritius**

**EOI No: TCIL/MUR/EOI/2022/ T-18**

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## SECTION-1

### **EXPRESSION OF INTEREST (EOI)**

EOIs are invited from eligible bidders for Pre-Tender Tie-up with TCIL for “The Design, Supply, Installation, Testing and Commissioning of a 2MWac Floating Solar Power Plant (FSP) at Tamarind Falls Reservoir (TFR), Republic of Mauritius” against IFB vide Procurement Ref. No: CEB/IFB/2022/5688 for The Design, Supply, Installation, Testing and Commissioning of a 2MWac Floating Solar Power Plant (FSP) at Tamarind Falls Reservoir (TFR), Republic of Mauritius.

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 including solar installation, Architecture and Power, Rural Roads and Civil Construction. TCIL has been executing projects in latest technologies like FTTH, VOIP, IPTV etc. TCIL has to its credit many solar power projects including a grid connected 1mw rooftop solar plant synchronized with DG sets and mounted on 37 meters high pergola.

TCIL is having presence in Mauritius since 1991 and intends to participate in this tender as the lead bidder. This EOI is floated for selection of a partner ready to work with TCIL on exclusive basis for the above project.

Bid needs to be submitted offline 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>). The important dates are as given below:

#### **1.1 IMPORTANT DATES**

Date of Posting of EOI:	[01.12.2022]
Start Date of downloading/viewing EOI:	[01.12.2022]
Last date & time for seeking clarification, if any:	[12.12.2022], [18:00]
Start date & time for submission of Bids:	[02.12.2022], [15:00]
Last date & time for submission of Bids:	[21.12.2022], [15:00]
Opening of Technical Bid (Part-I):	[21.12.2022], [15:30]
Opening of Financial Bid (Part-II):	To be notified later

The hard copy of all the document comprising the bid in respect of eligibility, technical literature along with Price bid (in separate envelope) should be submitted at the following address by the last date and time of bid submission:

CEO,  
TCIL Mauritius,  
10, Darwin Avenue,  
Quatre Bornes, Mauritius -72350

#### **1.2 ELIGIBILITY CRITERIA**

- a) Bidder should be a registered entity and should submit a scanned copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, along with a copy of address proof while bidding.
- b) The bidder shall fulfill the following financial criteria:

- i. The average annual financial turnover of the Bidder shall not be less than **USD 500,000** (US Dollars Five hundred thousand only) during the preceding three (3) financial years as on date of bid opening. (Bidder must submit audited Balance Sheets or if not required by the law of the bidder's country, other financial statements acceptable to TCIL, for the last three [3] years to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability).
  - ii. Positive net worth during each of the last three years.
  - iii. The bidder should be in profit before tax (PBT) in two out of last three financial years.
- c) Bidder must have Experience in the Design, Supply, Delivery, Installation and Commissioning as contractor, management contractor, or Specialized Subcontractor, of one (1) Floating Solar PV Farm of at least 1.6 MWp capacity and which have been connected to a utility grid.  
Or  
Experience in the Design, Supply, Delivery, Installation and Commissioning as contractor, management contractor, or Specialized Subcontractor, of two (2) Floating Solar PV Farm of at least 1.0 MWp capacity each and which have been connected to a utility grid. **(Note: Experience in Roof-top or Ground-mounted PV installations shall be considered ineligible to above requirements).**
- d) Bidder must have experience in supply, installation, testing and commissioning of 22 kV (or higher voltage) metal clad switchgears.
- e) Bidder should have a valid TIN/PAN and GST/VAT Registration (copy of TIN/PAN and GST /VAT Registration certificate should be submitted in the bid).
- f) Bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) for the proposed PV module and inverter, MV Switchgear & Step-Up Transformer for the project.
- g) Bidder must 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.
- h) Bidder must not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU and/or not having been excluded as a result of the laws of Republic of Mauritius of official regulations, or by an act of compliance with UN Security Council resolution 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.
- i) The bidder needs to submit an Undertaking stating that: None of the Purchase Order(s)/Work Order(s) for any Project of TCIL on them was cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years and hence they are not ineligible to participate in this tender.
- j) Bidder must not have a conflict of interest in relation to the procurement requirement.
- k) Bidder must not have occurrence of Non-performance of a contract within the last ten (10) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.
- l) Bidders shall provide a history of litigation over the past 10 years. Bidders with a consistent history of court/arbitral award decisions against it may be disqualified.
- m) Bidder shall provide an Undertaking Letter that it would provide the necessary equipment for fulfilling the requirements of the project and submit a list of equipment in the format given in section

III of the attached IFB.

- n) If the bidder is a government owned entity in Mauritius, then the bidder shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the tendering authority.
- 1.3** The bidder should have Local Office in Mauritius. Else an undertaking to open Local office after Award of Work and to comply to all the statutory requirements shall be given by the bidder.
- 1.4** Proof of PF/CSG/NSF registration to be submitted by the bidder. The Bidder shall comply with all applicable Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, PF/CSG/NSF provisions and any such statutory provisions applicable in Mauritius. 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.
- 1.5** The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI are genuine.
- In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period upto 2 years.
- 1.6** A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI as well as tender under participation (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 not mentioned in datasheet, OEM compliance shall be submitted.
- 1.7** The bidder shall submit the technical and financial proposal in the format mentioned in the attached IFB. The bidder needs to submit un-priced BOQ along with their technical bid.
- 1.8** IFB No. CEB/IFB/2022/5688 for The Design, Supply, Installation, Testing and Commissioning of a 2MWac Floating Solar Power Plant (FSP) at Tamarind Falls Reservoir (TFR), Republic of Mauritius forms an integral part of this EOI.

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

Bidder shall sign a Bid Securing Declaration (as per format given in section 7 of this EOI) accepting that if they withdraw or modify their bids during the period of validity etc., shall be subject to suspension/debarment by TCIL for the time specified in the EOI document.

**Note:- Bids received without Bid Security Declaration form shall be summarily rejected.**

**1.10 TENDER FEES - NIL**

**1.11 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.
- 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.

**1.12 VALIDITY PERIOD OF BID**

Bid shall remain valid for 210 days after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is requested by the tendering authority and accordingly, the bid securing declaration shall also be suitably extended by the bidder.

**1.13 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 bidder/contractor 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 bidder/contractors 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 bidder/contractors against a tender.
- POs placed on multiple bidder/contractors against a tender.

Only those bidder/contractors 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 Prabhash Singh, Independent External Monitor, Email ID: [sgmhbrbpl@gmail.com](mailto:sgmhbrbpl@gmail.com)
- 2) Shri S.K. Sarkar, Independent External Monitor, E mail ID: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

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

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

If the Order, with total value equal to or more than the threshold value, is split to more than one bidder/contractor and even if the value of PO placed on any/each bidder/contractor(s) is less than the threshold value, IP document having been signed by the bidder/contractors 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 bidder/contractor, the selected bidder/contractor is required to sign the IP document.

IP document shall be in plain white sheet and to be signed by the bidder/contractor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.

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

**1.14 INTEGRITY PACT [applicable for value of project above INR 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.

**1.15 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 an employee authorized by one of the following persons 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

In case, bid is to be submitted online, the bidder shall ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory.

**1.16 MOU/AGREEMENT**

Selected bidder will have to sign MoU with TCIL (as per format enclosed) before TCIL submits bid to the end client. The template of Pre-bid MoU document is enclosed

**1.17 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 2 years.

**1.18 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.

**1.19** 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 CONTACT INFORMATION**

TCIL, Mauritius  
Telephone: +230-4280369  
Mr. Ashish Kumar, DGM  
Tel: +230-58984967  
E-mail: [tcil@intnet.mu](mailto:tcil@intnet.mu)

**END OF SECTION-1**



## **SECTION-2**

### **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

#### **2.1 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.

#### **2.2 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.

#### **2.3 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.

#### **2.4 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 bidder is liable to be debarred from participating in future bids for a period of upto 2 years.

#### **2.5 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 TCIL 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.

TCIL, 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 selected bidder/contractor. In case the selected bidder/contractor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the TCIL 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 selected bidder/contractor and TCIL reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting bidder/contractor besides considering the forfeiture of his performance security.

- b) The bidder/contractor 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 undertaking as in (b) above is not applicable, the bidder/contractor will give the details of prices, the name(s) of TCIL, quantity etc. to the TCIL, while applying extension of delivery period.



- 2.6** 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.

**2.7 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 vrule 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 stand debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

## **2.8 TCILS 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 REPEAT/ADD-ON ORDER**

- a) In exceptional situation where the requirement is of an emergent nature, TCIL 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 selected bidder/contractor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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 selected bidder/contractor 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.

## **2.10 FORCE MAJEURE**

The selected bidder/contractor 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 bidder/contractor shall inform the TCIL 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 bidder/contractor 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.

## **2.11 TERMINATION FOR DEFAULT**

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the selected bidder/contractor, terminate this contract in whole or in part.
- if the selected bidder/contractor 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 selected bidder/contractor fails to perform any other obligation(s) under the contract;
  - if the selected bidder/contractor, 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 selected bidder/contractor shall be liable to TCIL for any

excess cost for such similar goods/services. However, the selected bidder/contractor shall continue the performance of the contract to the extent not terminated.

## **2.12 TERMINATION FOR INSOLVENCY:**

TCIL may at any time terminate the contract by giving written notice to the bidder/contractor, without compensation to the selected bidder/contractor, if the bidder/contractor 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.

## **2.13 BANNING OF NON-PERFORMING BIDDER/CONTRACTOR**

In case the selected bidder/contractor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the selected bidder/contractor may be banned/blacklisted upto 2 years or action as deemed fit may be taken by TCIL

## **2.14 RISK PURCHASE**

- c) In case, the selected bidder/contractor is not performing its obligations under the contract, the notice shall be sent as per law to the selected bidder/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 bidder/contractor as per the terms of the contract.
- d) 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 selected bidder/contractor. Along with this notice of termination, intimation shall be sent to the said selected bidder/contractor for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/bidder/contractor 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/bidder/contractor.
- e) Further at the time of award of work to another selected bidder/contractor, if the work is awarded at an additional cost than that of the original bidder/contractor, another notice may be issued to the original bidder/contractor 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.
- f) Demand notices may be sent to the original bidder/contractor from time to time.

## **2.15 GENERAL LIEN / SET-OFF**

- a) Whenever under this contract, any sum of money is recoverable from and payable by the selected bidder/contractor, the TCIL shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the bidder/contractor, if a security is taken from the selected bidder/contractor. In the event of the security being insufficient or if no security has been taken from the selected bidder/contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the bidder/contractor or which at any time thereafter may become due to the bidder/contractor under this or any other contract with TCIL. Should this sum be not sufficient to cover the full amount recoverable, the selected bidder/contractor, shall pay to the TCIL on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the bidder/contractor, 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.

## **2.16 ARBITRATION**

Any dispute not settled amicably and in respect of which the Dispute Adjustment Board (DAB) decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, the dispute shall be referred to the competent court of Mauritius or for Arbitration under Mauritian Laws. DAB shall comprise: the number of members as defined by the rules of the Arbitration center of Mauritius. Appointment of the DAB: Within twenty-eight (28) days after the Award Date. DAB shall comprise of 3 members. Appointing entity shall be TCIL.

**END OF SECTION-2**

## **SECTION – 3**

### **SPECIAL CONDITIONS OF CONTRACT**

**Note:** In case clauses/ sub-clauses at different places in this EOI have any difference, the conditions mentioned in this section shall prevail. The terms and conditions of this section shall be on back to-back basis based on tender under participation (IFB No: CEB/IFB/2022/5688 for The Design, Supply, Installation, Testing and Commissioning of a 2MWac Floating Solar Power Plant (FSP) at Tamarind Falls Reservoir (TFR), Republic of Mauritius).

#### **3.1 PAYMENT TERMS**

As per Terms and conditions of the tender under participation on back-to-back basis after receipt of payment from the end client. All the payments shall be subject to required conditions and applicable deductions as per prevailing law.

#### **3.2 PERFORMANCE SECURITY**

- a) The selected bidder shall submit undertaking to submit PBG (Performance Security) for 10% of the contract price payable in the currencies and proportions of the Accepted Contract Amount within with 14 days as from the date of issue of a Letter of Acceptance if the contract is awarded to TCIL by the end Client.
- b) PBG to be submitted in the prescribed format from a Commercial Bank in Mauritius.
- c) The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the EOI/contract/PO by the selected bidder/contractor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to that mentioned at point no. f).
- d) The performance security will be discharged by TCIL after completion of selected bidder/contractor's obligations, including any warranty obligations, under the contract.
- e) PBG should be valid upto sixty days from the date of issuance of the Defects Liability Certificate (12 months) from the end 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 & CURRENCY OF PROPOSAL**

The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:

- (i) for those inputs to the Works that the Bidder expects to supply from within Mauritius, in Mauritian Rupees, and further referred to as "the local currency"; and
- (ii) for those inputs to the Works that the Bidder expects to supply from outside Mauritius (referred to as "the foreign currency requirements"), in any of the following EUR, USD, GBP and/or MUR.

#### **3.4 PAYING AUTHORITY**

CEO, TCIL, Mauritius

#### **3.5 INSURANCE**

As per clause 18 of Particular Conditions of contract of the tender under participation.

#### **3.6 DELIVERY / IMPLEMENTATION SCHEDULE**

Time for completion is 9 months from the start Date. Refer XIII SCHEDULE OF WORKS COMPLETION

**3.7 WARRANTY PERIOD**

As per the terms of the tender under participation. Refer clause “Determination of Technical Responsiveness of Bids” in Section III of the tender under participation

**3.8 PERIOD OF CONTRACT**

Period of contract is time for completion (9 months) from the start date plus Defect notification period (12 months) following the issuance of Taking Over Certificate. Refer clause 1.1.3.3 and 1.1.3.7 of Annex B to the Particular conditions

**3.9 TERMINATION OF CONTRACT**

As per clause 15 and 16 of Particular Conditions of contract of the tender under participation

**3.10 PENALTY/LIQUIDATED DAMAGES**

Should the selected bidder/contractor fail to install and commissioning the project with the stipulated time the TCIL shall be entitled to recover Liquidated Damages, Two percent (2.5 %) of the final Contract Price per week or part thereof, in the currencies and proportions in which the Contract Price is payable subject to maximum value of 10% of the contract price.

**3.11** Notwithstanding anything contained in this Agreement or any other agreement between the parties, TCIL may, without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the selected bidder/contractor in its hand in relation to this or any other contract between the parties (which includes TCIL’s right to claim such amount against invoices raised by the selected bidder/contractor or Bank Guarantees submitted by the bidder/contractor under this Contract or any other contract) or which may become due to the selected bidder/contractor. Any such recovery of Liquidated Damages shall not in any way relieve the bidder/contractor from any of its obligations to complete the Works or from any other obligation and liabilities under the Contract.

**3.12** To facilitate recovery of Liquidated Damages from the invoices raised by the selected bidder/contractor, Credit Note for the same shall be issued by the selected bidder/contractor, failing which the TCIL shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the bidder/contractor including applicable GST/VAT, interest and penalty, if any

**END OF SECTION-3**

## **SECTION-4**

### **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

Bidder must meet all the requirements/specifications/clauses mentioned in above mentioned IFB except for supply of switch gears & transformers and installation thereof and Civil work.

In view of the nature of the work and considering availability of local competencies, electrical & civil component of scope of work (both supply & services as mentioned in Section 6 Price Schedule of this EOI) shall be subcontracted. The bidder shall however be responsible for designing of the whole system and also for coordination with the selected sub-contractors (for electrical and civil work) for smooth execution and successful commissioning of the project to the satisfaction of the client.

The technical proposal shall consist of the following forms in the format mentioned in the attached IFB

#### **A. . Bidder Qualification Forms**

- ELI-1: Bidder Information Sheet
- ELI-2: JV/Association/Sub-contractor Information Sheet
- ELI-3: Government-Owned Enterprise Certification Form
- CON-1: Historical Contract Non-Performance
- FIN-1: Financial Situation
- Fin-2 : Average Annual Turnover
- FIN-3: Financial Resources
- FIN-4: Current Contract Commitments/Works in Progress
- EXP-1: General Design Experience
- EXP-3: Similar Design Experience
- EXP-5: Specific Design Experience in Key Activities

#### **B. . Technical Offer Forms**

- Tech 1: Design Proposal
- Tech 2: Method Statement
- Tech 3: Environmental, Social, Gender, Health & Safety Staffing Methodology
- Tech 4: Program
- Tech 5: Cash Flow Projection      NOT Applicable
- Tech 6: Project Management Organization
- Tech 7: Construction Equipment
- Tech 8: CVs of Key Personnel
- Tech 9: Compliance with Employer's Requirement

## **END OF SECTION-4**



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

Bidder is required to submit the Experience as per the format in the attached IFB.

**END OF SECTION-5**

**SECTION – 6****PRICE BID SCHEDULE**

To:

CEO

Telecommunications Consultants India Limited.

10, Darwin Avenue, Quatre Bornes

Mauritius

Dear Sir,

We, the undersigned, offer to provide the [Insert title of assignment] against your EOI No. [Insert EOI No.] dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1].

**Detailed Price Activity Schedule**

<b>Lot No (Parent)</b>	<b>Item Description</b>	<b>Price Total_Mauritian Rupees</b>	<b>Price Total_Foreign Currency 1</b>	<b>Price Total_Foreign Currency 2</b>	<b>Price Total_Foreign Currency 3</b>
1	Design, Drawings and Documentation				
2	PV Plant, Floating Structure and Equipment (except switchgears & transformers and installation thereof)				
3	Installation and other Services (except civil works)				
4	Mandatory Spare Parts				
<b>GRAND TOTAL</b>					

Besides above, the bidder may submit the price for switchgears & transformers and installation thereof (which has been excluded from lot no. 2 of the price schedule) as an optional item in the same format.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

\_\_\_\_\_

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

**Note 1:-** The bidder to provide un-priced Price-Bid along with Technical bid.

**Notes2:-**

- a) Bids will be on the basis of Grand Total only. TCIL may however reserve the right to consider awarding of optional items also.
- b) Bidder shall mandatorily mention the 8 digit / 6 digit applicable HSN / SAC code of all the Quoted items.
- c) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on prorated basis based on actual nos. of applicable days.
- d) Before Submitting their Duly Filled "Price Bid Schedule & BOQ" the bidders should ensure that they do not enter any Comments in the above Table like "As per Actuals, Will be Intimated Later on etc". If Bidder uses these type of comments while filling up the above Table for Price Bid Schedule & BOQ Or if the charges for any item is left blank the Charges for the Items wherever such comments are used or if left blank shall be Considered as "Zero" and the same shall be a binding on the bidder.
- 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) In case of discrepancy between words and figures, the amount in words shall prevail.
- g) The Bidder must specify the make of each product / Line items of the BOQ in the price bid.
- h) The requirement / Quantity mentioned above are indicative & may vary as per the actual requirements.

**END OF SECTION-6**

**SECTION-7****BID SECURING DECLARATION FORMAT**

I/We accept that I/we may be disqualified from bidding for any contract with TCIL for the period of time that may be determined by TCIL as per EOI terms, if I am/we are in breach of any obligation under the bid conditions, because I/we:

- (a) have modified or withdrawn my/our Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the public body during the period of bid validity,
  - (i) have failed or refused to execute the Contract, if required, or
  - (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid

- (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or
- (b) if I am/we are not the successful Bidder, upon the earlier of
  - (i) the receipt of your notification of the name of the successful Bidder; or
  - (ii) thirty days after the expiration of the validity of my/our Bid.

**END OF SECTION-7**

**SECTION-8****MANUFACTURER'S AUTHORISATION FORM**

CEO

Telecommunications Consultants India Limited.

10, Darwin Avenue, Quatre Bornes

Mauritius

Dear Sir,

Ref: Your [document No] \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of (name and description of the factories at goods offered in the bid) having, hereby authorize M/s (name and address of the agent) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

\_\_\_\_\_ (Please provide reason here).

We also hereby extend our full warranty, CAMC as applicable as per Client's [tender No.] and [tender name], read with modification, if any, for the goods and services offered for supply by the above firm against this EOI document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of M/s \_\_\_\_\_

[Name & address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the Authorization letter / Board Resolution to legally bind the manufacturer.

**END OF SECTION-8**

**SECTION-9**

**INTEGRITY PACT**

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

**END OF SECTION-9**

**SECTION-10****AUTHORIZATION LETTER****Format for Authorization letter to be submitted by Bidder**

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

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

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

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

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

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

CERTIFIED

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

**WITNESS:-**

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

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

**END OF SECTION-10**



**SECTION-11****NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

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

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

To

CEO

Telecommunications Consultants India Limited.

10, Darwin Avenue, Quatre Bornes

Mauritius

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

Dear Sir,

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

In accordance with relevant clauses in the EOI and IFB, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this [EOI No] dated [EOI date].
- b. We are neither blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU and/or not having been excluded as a result of the laws of Republic of Mauritius of official regulations, or by an act of compliance with UN Security Council resolution as on date of submission of the Bid for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

**END OF SECTION-11**

**SECTION-12****BID SUBMISSION FORM**

Offer No.:

Date:

To: CEO, TCIL. Mauritius

Dear Sir,

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

1. Bidder Name : \_\_\_\_\_
2. Website Address : \_\_\_\_\_
3. Email Address : \_\_\_\_\_
4. Address for Communication : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Telephone Number : \_\_\_\_\_
6. Fax/Telefax Number : \_\_\_\_\_
7. Authorised Person -
 

Name	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
8. Alternate Person
 

Name:	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
9. PAN/TIN Number : \_\_\_\_\_
10. GST/VAT Regn. No. with Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Beneficiary's complete Bank Details.
 

Bank Account No.	:	_____
IFSC / NEFT Code	:	_____
Name of the Bank	:	_____
Address of the Branch	:	_____
12. Particulars of EMD
 

<b>N/A</b>	
Amount	: Rs. _____
Mode of Payment (DD/BG)	: _____
DD/BG No.	: _____
Date	: _____
Name of the Bank	: _____
Address of the Bank	: _____
Validity of BG	: _____
13. Particulars of Tender Fee **N/A**

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

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

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

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

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

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

- i) \_\_\_\_\_  
 ii) \_\_\_\_\_  
 iii) \_\_\_\_\_

### **DECLARATION**

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

Place:  
 Date:

Signature of Authorised Signatory with Seal  
 Name:  
 Designation:

**END OF SECTION -12**

**SECTION-13**  
**EOI CHECKLIST**

S.No	Document	Submitted (Yes or No)
1	Bid Securing Declaration	
2	Authorization Letter/Board Resolution	
3	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
4	Financial criteria	
5	Similar Experience Criteria	
6	Pan & VAT	
7	Insolvent Undertaking	
8	No-Conviction Certificate	
9	Unpriced BOQ	
10	Undertaking from Bidder/Contractor for non-cancellation of Purchase Order(s) on risk and cost on risk & cost basis or non-performance.	
11	CSG/NSF Registration	
12	Local Office Undertaking	
13	Labor Laws Compliance Undertaking	
14	Genuine Documents Undertaking	
15	No-Deviation Certificate/ Clause-by Clause Compliance	
16	Technical Brochure and Data Sheet	
17	Bid Submission Form	
18	Any Other Undertaking/ document as per EOI.	

**END OF SECTION-13**

**SECTION-14****PERFORMANCE BANK GUARANTEE (PBG Format)**

EOI No. TCIL/MUR/EOI/2022/T-18

Dated .....

**M/s Telecommunications Consultants India Ltd.,  
10, Darwin Avenue, Quatre Bornes  
Mauritius-722350**

We have been informed that .....name of the Contractor.....  
(hereinafter called "the Contractor") has entered into Contract No.....reference number of the  
Contract..... dated..... with you/ has been issued Work Order No..... dated....., for the  
execution of ..... name of Contract and brief description of Works  
.....(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract/ Work Order, a  
performance security is required to be submitted by the contractor for the faithful performance of  
the entire contract.

At the request of the Contractor, we ..... name of Bank/Insurance Company  
.....(which shall include OUR successors, administrators and executors) hereby irrevocably  
undertake to pay you any sum or sums not exceeding in total an amount of ..... amount in figures  
(amount in words)..... such sum being payable in the types and proportions  
of currencies in which the Contract Price is payable, upon receipt by us of your first demand in  
writing accompanied by a written statement stating that the Contractor is in breach of its  
obligation(s) under the Contract, without your needing to prove or to show grounds for your  
demand or the sum specified therein.

This guarantee shall expire and returned to us not later than sixty days from the end of Defect  
Liability Period, or on the.....day of ....., ..... , whichever  
occurs first. Consequently, any demand for payment under this guarantee must be received by us  
at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

.....**Seal of bank/Insurance Company and Signature(s)**.....

**END OF SECTION-14**