

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. Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year (FY 2021-22) should be at least USD 4.5 Million.
 - ii. Net worth should be positive as on 31st March of last Financial Year.
 - iii. The bidder should be in profit before tax (PBT) in two out of last three financial years. (Bidder is required to submit last 3 years audited financial statements).
 - iv. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet a minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder of USD 2.5 Million;
 - v. Bidder must have experience in the Design, Supply, Delivery, Installation and Commissioning as EPC Partner, management EPC Partner, or Sub-EPC Partner in Solar PV installation in the last 7 years and which have been connected to a utility grid that have been successfully and substantially completed.
 - a) Experience of having successfully completed similar works during the last 7 years from the date of bid submission:
 - Three similar works of at least 10 MW (AC) capacity in last 7 years.
 - Or
 - Two similar works of at least 12.5 MW (AC) capacity in last 7 years.
 - Or
 - One similar work at least 17.5 MW (AC) capacity in last 7 years.
- ‘Similar work’ implies Design, Supply, Installation and Commissioning including electrical equipment Package AC and DC Balance of system and associated civil works of a ground mounted Solar PV power Plant connected to grid. One Similar Work means a Single Work/Purchase Order of value as given in this clause above. The bidder should submit supporting documents i.e. work order and completion certificate from client.
- c) Bidder and/or its proposed sub-contractors need to be registered with the CIDB, Mauritius under the appropriate grade and in the classes of works involved as follows:
- (i) for Building Construction works: to be registered in the class of Building Construction Works.
 - (ii) for Mechanical and Plumbing works: to be registered in the class of Mechanical, Electrical and Plumbing Works (MEP).
 - (iii) for Electrical works: to be registered in the class of Electrical Works/ Mechanical, Electrical and Plumbing Works (MEP).
 - (iv) for PV Installation works: to be registered in the class of Electrical Works/ Mechanical, Electrical and Plumbing Works (MEP).
- b) 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).
- c) Bidder shall furnish documentary evidence to demonstrate that it will have the Equipment needed to complete the project.
- d) 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.
- e) Bidder must not be blacklisted/debarred/banned/restricted by Govt. of India/any of its State Govts. /any of the PSUs 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.

- f) The bidder needs to submit un-priced BOQ along with their technical bid.
- g) The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- h) The bidder should have local office where work is to be executed. Else, he should give an undertaking that he will open Local office after Award of Work and to comply to all the statutory requirements.
- i) **LABOUR LAWS (wherever applicable):**

Proof of 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, 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.

- 1.3** The bidder should give an undertaking on the TCIL's letter-head that all the documents/certificates/information submitted by them against this EOI are genuine.

In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period upto 2 years.

- 1.4** A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI as well as 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 specified, OEM compliance shall be submitted.

1.5 BID SECURITY (EARNEST MONEY DEPOSIT)

Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.

2 TENDER FEES – NIL.

3 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 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.

4 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 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 sought to be extended by the client and accordingly, the bid security shall also be suitably extended by the bidder.

5 IP PROGRAMME:

As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. Latest IP document is available at TCIL website (www.tcil.net.in) Link-https://www.tcil.net.in/integrity_pact.php Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:

- Multiple/repeat POs on the single vendors against a tender.
- POs placed on multiple vendors against a tender.

Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO). TCIL in the prescribed proforma.

NAME OF IEMS WITH THEIR CONTACT DETAILS:

- 1) Shri Prabhask Singh, Independent External Monitor, Email ID: srgmhrbpl@gmail.com
- 2) Shri S.K. Sarkar, Independent External Monitor, E mail ID: 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

If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, TCIL 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 TCIL 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.

6 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 EPC Partner shall take the responsibility of the adoption of IP by sub-EPC Partner. It is to be ensured that all sub-EPC Partners also sign the IP.
- e) Mediation Clause

In the event of any dispute between management and the EPC Partner 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.