

**EOI Document  
for  
Selection of partner  
for**

**Supply, Installation, Testing and Commissioning of Grid Tie  
Roof-Mounted Solar PV Installations for a Total Cumulative  
Capacity of 5 MWac on Qualified Public Buildings of the  
Republic of Mauritius and Rodrigues.**

**EOI No. TCIL/MUR/EOI/2025/T-5**

**Date of Issue: 02/08/2025**

Issued By:

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<https://www.tcil.net.in/>

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## **SECTION-1**

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

EOIs are invited from all eligible bidders for Pre-Tender Tie-up with TCIL for “Supply, Installation, Testing and Commissioning of Grid Tie Roof-Mounted Solar PV Installations for a Total Cumulative Capacity of 5 MWac on Qualified Public Buildings of the Republic of Mauritius and Rodrigues”. against client’s Tender No. CEB/IFB/2025/9581 for “Supply, Installation, Testing and Commissioning of Grid Tie Roof-Mounted Solar PV Installations for a Total Cumulative Capacity of 5 MWac on Qualified Public Buildings of the Republic of Mauritius and Rodrigues”

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

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

TCIL intends to participate in this “Supply, Installation, Testing and Commissioning of Grid Tie Roof-Mounted Solar PV Installations for a Total Cumulative Capacity of 5 MWac on Qualified Public Buildings of the Republic of Mauritius and Rodrigues” as lead bidder for Supply, Installation, Testing and Commissioning of Grid-Tie Roof-Mounted Solar PV Installations for a total cumulative capacity of 5 MWac on Qualified Public Buildings in Mauritius and Rodrigues. This EOI is floated for selection of back-end partner ready to work in the above project for TCIL on exclusive basis.

Bid needs to be submitted offline/Online-through email for this EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. For each submission, Tenderers are requested to submit 1 copy of their technical and commercial offers separately. These shall be submitted under separate covers, clearly marked “TECHNICAL OFFER” and “COMMERCIAL OFFER”. Both technical and commercial offers shall be contained in one single sealed envelope. EOI document is available on TCIL website (<https://www.tcil.net.in/nit.php>).

#### **1.1 IMPORTANT DATES**

Date of posting of EOI:	[02.08.2025]
Last date & time for seeking clarification, if any:	[05.08.2025], [16:00 Hrs]
Start date & time for submission of Bids:	[16.08.2025], [12:00 Hrs]
Last date & time for submission of Bids:	[16.08.2025], [17:00 Hrs]
Opening of Techno commercial bid	[16.08.2025], [17:30 Hrs]

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

**OR**

The bid can also be submitted vide email [eointenders@intnet.mu](mailto:eointenders@intnet.mu) . In that case, price bid shall be password protected, which shall be shared by prospective bidder on prescribed date and time of

financial bid opening through e-mail to [tcil@intnet.mu](mailto:tcil@intnet.mu) . Bidder, however, needs to submit the bid in files of maximum size of 8.5mb only.

## 1.2 ELIGIBILITY CRITERIA

- a) (i) In procurement of all goods, services or works in respect of which the nodal ministry/ department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid as per extant order of DPIIT.  
(ii) Only Class-I and Class-II local supplier, as defined under the extant order of DPIIT, shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued.  
*Mandatory Undertaking against the Make in India Policy to be submitted by the bidders and OEMs along with calculation of local content (Section-10) for submission in TCIL's bid against client's tender.*  
The Public Procurement (Preference to Make in India) Order by DPIIT may be checked at: <https://dpiit.gov.in/public-procurement-dpiit>.
- b) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / Government Societies. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted.
- c) The bidder shall fulfill the following financial criteria:
- Average Annual Financial Turnover during the last 3 financial years, ending 31st March/30<sup>th</sup> June/31<sup>st</sup> December of the previous financial year should be at least **MUR 56.2 million** of the estimated cost of purchase (excluding taxes).
  - Net worth should be positive as on 31<sup>st</sup> March/30<sup>th</sup> June/31<sup>st</sup> December of last Financial Year.
  - The bidder should have Profit Before Tax (PBT) in two out of the last three financial years.
- d) Experience of having successfully completed similar works/supplies during the last 7 years from the date of bid submission should be either of the following:

### A) Experience Criteria for all Other Categories:

Three similar works each costing not less than **MUR 69.6 million** (excluding taxes), in last 7 years.

OR

Two similar works each costing not less than **MUR 87 million** (excluding taxes), in last 7 years.

OR

One similar work costing not less than **MUR 121.8 million** (excluding taxes), in last 7 years.

‘Similar work’ implies Supply, Installation, Testing and Commissioning of Grid Tie Roof-Mounted Solar PV Installations. One Similar Work means a Single Work/Purchase Order of value as given in this clause above.

‘Similar work’ implies 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.

**B) Qualification requirements;**

In order to qualify, the bidder/manufacturer shall furnish the following documentary evidence to :

- i. demonstrate a minimum of 5 years of experience in the manufacture of the product/component.
- ii. demonstrate a capacity of production annual current  $\geq 100$  MWp for PV panels and Inverters over the last five years;
- iii. produce present certification ISO 9001 and ISO14001 for the production plants
- iv. provide evidence for the production and sale of at least 5000 mounting structures annually over the last five years;
- v. submit test wind resistance certification in cyclonic conditions for the mounting structure.
- vi. Company Profile, organisational and management structure detailing all resources for Technical, Administrative and Logistic capability, major equipment and necessary support;
- vii. Registered with the Construction Industry Authority (CIA) in the field of MEP works or electrical works or Solar System Installation Works or specific works related to PV installation.

**C) Technical Capacity-**

Bidders shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- i. At least two years of experience in the design, installation, testing and commissioning of at least 200 small scale grid-tie & roof mounted solar PV systems, or a cumulative installed capacity of 1MWp specifically in the field of Solar PV generation.
  - ii. An undertaking letter to carry out technical & risk assessment and to ensure supply of equipment approved in line with all tendering requirements.
  - iii. A signed statement confirming commitment and ability to satisfy all elements of the Employer Requirements
  - iv. A written brief on the organizational and management structure detailing all resources for Technical, Administrative and Logistic capability, major equipment and necessary supports.
- e) The 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) Manufacturers Authorization Certificate (MAF)  
The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI in the name of TCIL. *In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.*
- g) The 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.

h) The bidder shall submit the undertaking for the following requirements:

- i. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
- ii. 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 EOI. The bidder shall submit the undertaking that they are not such a vendor.
- iii. It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled.
- iv. The bidder should give an undertaking that all the documents/ certificates/ information submitted by them against this EOI are genuine.

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

- v. LABOUR LAWS (wherever applicable): The bidder shall comply with all applicable Indian/Mauritian Labour laws, Payment of Minimum Wages Act, Workman’s Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
  - vi. A statement showing clause-by-clause compliance to all terms & conditions of all the sections of this EOI as well as client’s tender (which forms part of this EOI), shall be submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate against TCIL’s EOI and Client’s tender. Compliance of OEM products to be submitted from the OEM.
- i) The bidder needs to submit un-priced BOQ along with their technical bid.
- j) Proof of PF/CSG/NSF registration to be submitted by the bidder.
- k) The bidder should have a local office where work is to be executed (address proof to be submitted). *Otherwise, an undertaking stating that a local office shall be opened after award of work shall be submitted by the bidder.*
- l) Bid by Consortium is allowed (if applicable). Consortium must comply with the following requirements:
- i. The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a Authorization letter/Board Resolution signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of three (03) agencies. For Turnover Financial Eligibility Criteria, the turnover of each partner shall be added for the propose of eligibility criteria. However, the turnover of lead bidder shall not be less than 25% of average turnover requirement of bid and must fulfil net-worth requirement criteria.

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

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

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

- ii. The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Authorization Letter/ Board Resolution from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.
- iii. The formation of consortium or change in the consortium character/partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.
- iv. The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- v. The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.
- vi. The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized signatory on behalf of consortium.
- vii. The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months or maximum 36 months as per decision of TCIL.
- viii. Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- ix. In case of separate entity by way of JV etc., then eligibility of the entity only shall be considered.



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

**1.3** The Client's tender No. CEB/IFB/2025/9581 and client's tender name "Supply, Installation, Testing and Commissioning of Grid Tie Roof-Mounted Solar PV Installations for a Total Cumulative Capacity of 5 MWac on Qualified Public Buildings of the Republic of Mauritius and Rodrigues" along with its amendments, forms an integral part of this EOI.

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

Bidder shall submit bid security of MUR 2,95,000/- (MUR Two lakh ninety-five thousand only) valid for 240 days as from the deadline date or upto 17<sup>th</sup> April 2026 whichever is later, in the form of bank guarantee issued by a reputable overseas bank from India or reputed commercial bank operating in Mauritius or in the form of Banker cheque or Cheque as per enclosed Proforma at Section-8 in favour of TCIL enforceable in Mauritius.

Bidder has the option to submit bid security of MUR 2,95,000/- (MUR Two lakh ninety-five thousand only) through bank transfer to the credit of following account:

Account Number: 90310200004379

Name of account holder: Telecommunications Consultants India Limited

Name of Bank: Bank of Baroda

Branch: Port Louis, Mauritius Swift code: BARBMUMUXXX

i)The bidder is required to submit the proof of bank transfer in the technical bid.

ii)The EMD/Bid Security of unsuccessful bidder shall be returned as promptly as possible as but not later than 30 days after expiry of the bid validity

**1.5 TENDER FEES**

NIL

**1.6 BANK DETAILS FOR PAYMENT OF EMD / TENDER FEES**

Refer Clause 1.4

**1.7 NOTES FOR EMD AND TENDER FEES EXEMPTION**

- a) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- b) If bid security/ tender fees are submitted as BG/DD, it should reach the office of Tender Issuing/ Accepting Authority within the last date & time stipulated for bid submission in the tender.
- c) The EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after expiry of the bid validity period.
- d) The Bid Security may be forfeited if:
  - (i) If the bidder withdraws its bid during the period of bid validity or
  - (ii) Fails or refuses to execute the contract, if required; or
  - (iii) The successful bidder fails to submit performance security within the prescribed time; or
  - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

**1.8 EVALUATION**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.



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

## 1.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 210 days, after the date of bid opening **or** up to 17 March 2026, whichever is later. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

## 1.10 INTEGRITY PACT (IP) PROGRAMME

- a) 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. 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.

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).

- b) 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:

Shri Anil Kumar Shrivastava, Independent External Monitor Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)

Shri Harishwar Dayal, Independent External Monitor E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

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

Shri Pramod Kumar Choudhary, Chief Vigilance Officer E-mail ID: [evotcil@tcil.net.in](mailto:evotcil@tcil.net.in)

- c) 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.

- d) 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.
- e) IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.
- f) Tender received without a signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.
- g) This EOI is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- h) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- i) EOI received without a signed copy of the Integrity Pact document will be liable to be rejected.
- j) In case of Joint Venture, all partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- k) 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.

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

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

#### **1.12 AUTHORIZATION LETTER / BOARD RESOLUTION**

The bidders need to submit board resolution along with authorization letter in Offline/Online (through email) 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. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. Chief Financial Officer

#### **1.13 MOU/ AGREEMENT**

The selected bidder will have to sign a MoU with TCIL before TCIL submits bid to the end client.

The template of Pre-bid MoU documents [1] with consortium, and (2) without consortium] are enclosed in Section-16.

**1.14 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the EOI. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the EOI/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit Bid Security/ Performance Security submitted by the bidder, and debar them from participation in future tenders of TCIL for a period up to 2 years.

**1.15 CLARIFICATION FROM BIDDERS**

Queries may be asked from bidders for submitting shortfall documents, which will have to be submitted by the bidder within specified date and time. Also, each document submitted against such queries should be signed by the authorized bid signing authority (Clause-1.10) , without which the documents will not be accepted as valid.

**1.16** 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.

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

**1.18 CONTACT INFORMATION**

**Project Division: TCIL, 10 Darwin Avenue, Quatre Bornes, Mauritius.**  
**Telephone: +230-4280369**

**Contact Person-**

**1) Ms. Gargi Malik (ET)**

**Tel: +230-52935002**

**Email: [gargi.malik@tcil.net.in](mailto:gargi.malik@tcil.net.in)**

**2) Mr. Kumar Shiva (DGM)**

**Tel: +91- 8800505997**

**Email: [kumar.shiva@tcil.net.in](mailto:kumar.shiva@tcil.net.in)**

**3) Mr. Sunil Sharma (JGM)**

**Tel: +91- 9654293142**

**Email: [sunil.sharma@tcil.net.in](mailto:sunil.sharma@tcil.net.in)**

**END OF SECTION-1**

## **SECTION-2**

### **GENERAL CONDITIONS OF CONTRACT**

#### **2.1 PURCHASE PREFERENCE: MAKE IN INDIA**

**(Purchase Preference to as per GOI's Make in India guidelines applicable as issued from time to time.)**

- a) Minimum local content: **(to be specified)**
- b) Margin of purchase preference: 20%
- c) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order. Purchase preference shall be given to Class –I local supplier in procurements undertaken by procuring entities in the manner as specified in the extant DPIIT order.
- d) 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- e) Verification of local content:
  - i. In cases of procurement for value less than Rs. 10 crores, the local supplier (Class-I and Class-II), at the time of bidding, shall submit a self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - ii. In cases of procurement for value in excess of Rs. 10 crores, the local supplier (Class-I & Class-II) shall be required to provide a certificate from statutory auditor or cost auditor of company (in case of companies) or from practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving percentage of local content in addition to self-certification at point (i).

#### **2.2 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

The bidder shall offer and supply only those product(s)/ goods/ equipment(s)/ software(s) under this EOI/ contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020 (as amended from time to time). (ref. <https://dpiit.gov.in/policy-guidelines-andforms> )

##### **2.2.1 PROCUREMENT OF PRODUCTS FROM TRUSTED SOURCES**

If the supplied product(s) under this EOI/ contract is/are to be connected with Telecommunication Network, then such product(s)/ goods/ equipment(s)/ software(s) shall be only from Trusted Sources (Unified License for procurement of telecommunication equipment) (as amended from time to time). (ref: <https://dot.gov.in/unified-licencing>)

- 2.2.2 Bidder who is found violating these directions/ guidelines of Govt. of India or any other guidelines in this regard shall be liable to face action from TCIL, which may include non-award of work, cancellation of contract, rejection of goods supplied, getting the work done at risk & cost of the bidder, forfeiting the Performance Security, banning for future work for a period up to **five (5) years** or any other action as deemed fit.

### 2.3 RISK PURCHASE

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

### 2.4 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

### 2.5 REPEAT / ADD-ON ORDER

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