

**EOI Document
for
Selection of Backend Partner for Supply and
Installation of Solar & Battery Power Solution for
Oman Tower Company**

EOI No. TCIL/Oman/OTC/2025

Date of Issue: 21-08-2025

Issued By:

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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 Selection of Backend Partner for Supply and Installation of Solar & Battery Power Solution for Oman Tower Company, RFP Ref: RFP/2025/002, Date: August 12, 2025

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 client RFP for Supply and Installation of Solar & Battery Power Solution for Oman Tower Company, RFP Ref: RFP/2025/002, Date: August 12, 2025. This EOI is floated for selection of back-end partner ready to work in the above project for TCIL on exclusive basis.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. EOI document is available on TCIL website (<https://www.tcil.net.in/nit.php>) & GePNIC portal (<https://www.etenders.gov.in>). The important dates are as given below:

1.1 IMPORTANT DATES

Date of posting of EOI:	21-08-2025
Last date & time for seeking clarification, if any:	NA
Start date & time for Online submission of Bids:	21-08-2025, 18:00 Hrs
Last date & time for Online submission of Bids:	27-08-2025, 12:00 Hrs
Online Opening of Technical Bid (Part-I):	27-08-2025, 12:30 Hrs
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

1.2 ELIGIBILITY CRITERIA

- 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) A Proposer may have the nationality of any country. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- c) The bidder shall fulfill the following financial criteria:
- Average Annual Financial Turnover during the last 3 financial years (2021-22, 2022-23, 2023-24), ending 31st March of the previous financial year should be at least INR 7.96 Cr [INR 6.63 Cr for Startups] (excluding taxes).
 - Net worth should be positive as on 31st March 2024.
 - The bidder should have Profit Before Tax (PBT) in two out of the last three financial years.
- d) **Experience Criteria:** 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:

Two similar works each costing not less than **INR 7.96 Cr (INR 6.63 Cr for Startups)** of the estimated cost (excluding taxes), in last 7 years.

OR

One similar work costing not less than **INR 10.62 Cr (INR 9.29 Cr for Startups)** of the estimated cost (excluding taxes), in last 7 years.

Note: "Project Completion period is **Completion Period of Client Project** i.e., the period from date of issue of LOI to completion of Supply, Installation, Testing, Commissioning and Acceptance Testing of the system."

Similar Experience means **design, supply, installation, commissioning, operation and maintenance of Solar Photovoltaic (PV) Systems with Battery Energy Storage Solutions (BESS)**, deployed as a **primary or backup power source for telecom towers, off-grid/remote infrastructure, or critical load applications**, of comparable capacity and technical complexity.

- e) The bidder should have a valid PAN and GST Registration/Tax as per law of land. Copy of PAN card and GST Registration certificate or Tax certificate should be submitted in the bid. *In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.*
- 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 should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
- h) The bidder shall submit the undertaking for the following requirements:
- 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. The bidder shall undertake that:
“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:
We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.
We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered.”
[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

This undertaking shall be submitted from the OEM for submission in TCIL's bid against the client's tender. In case of unavailability of this undertaking at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.

- iii. 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.
- iv. 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 through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022. The bidder shall provide undertaking to this effect.
- v. 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.

- vi. LABOUR LAWS (wherever applicable): The bidder shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- vii. 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/PASSI(Oman) 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). Maximum 3 members including Lead members and two partner.

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 member of consortium partner 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)

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 for Supply and Installation of Solar & Battery Power Solution for Oman Tower Company, RFP Ref: RFP/2025/002, Date: August 12, 2025 along with its amendments, forms an integral part of this EOI.

1.4 BID SECURITY (EARNEST MONEY DEPOSIT)

*EMD amount shall be **INR 5 Lakhs (Five Lakhs)***

EMD amount can be submitted in the form of

- Demand Draft (DD) drawn in favour of "Telecommunications Consultants India Limited" payable at New Delhi, or
- Fixed Deposit Receipt (FDR), or
- Bankers Cheque, or
- Electronic transfer (details given in Clause-1.6), or
- Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
- Insurance Surety Bond in the prescribed format.
(BG and Insurance Surety Bond formats given in Section-8).

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

Details of beneficiary for issue of BG under SFMS Platform is as below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

1.5 TENDER FEES

Tender Fees shall be *INR 10,000+18% GST (Non-refundable)*

1.6 BANK DETAILS FOR PAYMENT OF EMD / TENDER FEES

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

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**
- c. Unified Payment Interface (UPI) Quick Response Code: As below.



- d. Bank details for NEFT:

Name of Beneficiary	Name	Telecommunications Consultants India Limited
	Account No.	TCIL58DCCS
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000106

1.7 NOTES FOR EMD AND TENDER FEES EXEMPTION

- a) Micro & Small Enterprises (MSEs) (for ‘Goods’ and ‘Services’ tenders only) and Start-up Enterprises are exempted from the payment of EMD & Tender Fees.
- b) To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- c) To avail benefits prescribed in the tender for Micro & Small Enterprises (MSEs), the bidder shall submit Udyam Certificate for item/services (mentioned in this EOI) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid.
- d) Traders/ resellers / distributors/ authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012, as per MSE guidelines issued by MoMSME.
- e) MSEs who are manufacturer of Goods/ Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the EOI are listed in their Udyam certificate. Partial listing of Goods/Services in the certificate shall render MSEs ineligible for benefits.
- f) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- g) If bid security/ tender fees 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.
- h) 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.
- i) 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 120 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 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)

Link- 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

Shri Harishwar Dayal, Independent External Monitor E mail ID: dayalagra@gmail.com

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

Shri Pramod Kumar Choudhary, Chief Vigilance Officer E-mail ID: cvotcil@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, 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 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. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e-tender portal should be of the authorized signatory.

1.13 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-17.

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 REGISTRATION OF MSE VENDORS

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

1.17 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.

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

1.19 The vendor shall provide its GeM Seller id to TCIL when asked for the same, before award of contract (not applicable for “works” contract or non-Indian vendor).

1.20 CONTACT INFORMATION

Project Division:	Avdhesh Raghuvanshi CEO TCIL Oman M-+968-99323750 Email- Avdhesh.raghuvanshi@tcil.net.in
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END OF SECTION-1

SECTION-2

GENERAL CONDITIONS OF CONTRACT

2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM

- a) Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on TCIL's credit rating by discounting MSE's trade receivables through an auction mechanism where multiple financiers can participate and bid, TCIL registered itself on TReDS platform with M/s RXIL.
- b) Micro and Small Enterprise (MSE) bidders / vendors can avail this benefit by registering themselves with M/s RXIL providing e-discounting/electronic factoring services on its TReDS platform and following the procedures defined therein.
- c) All costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Bidders / Vendor.
- d) MSE Bidders / Vendor hereby agrees to indemnify, hold harmless and keep TCIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the RXIL's TReDS Platform or from the use of Services or from the TCIL's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- e) TCIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using facilities on RXIL's TReDS platform.

2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

(Price Preference to MSEs shall be extended as per GoI guidelines applicable as issued from time to time).

- a) If items mentioned in EOI are **non-splittable/ non-dividable** and L1 is non-MSE bidder:
 - i) If a MSE bidder is within L1+15% price range, the complete purchase/ work order shall be given to MSE bidder subject to their matching the L1 price.
 - ii) If no MSE bidder is within L1+15% price range, then complete purchase/ work order shall be given to the L1 bidder.
- b) If items mentioned in EOI are **splittable/ dividable** and MSE is neither L1 nor within L1+15%, the purchase/ work order shall be given to the L1 bidder.
- c) If the items mentioned in EOI are **splittable/ dividable** and MSE is not L1 but within L1+15%, 25% of total procurement shall be made from MSE, subject to their matching the L1 price. In case more than one MSEs are within L1+15% range, procurement will be shared equally among such MSEs, subject to their matching of L1 price, with a minimum 4% procurement from SC/ST MSEs. In event of failure of SC/ST MSEs to match L1 price or no SC/ST MSEs in L1+15%, then this 4% sub-target shall be met from other MSEs. Similarly, minimum 3% reservation within above mentioned 25% reservation shall be applicable for MSEs owned by women entrepreneurs.

2.3 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: NA
- b) Margin of purchase preference: 20%