

**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

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[Name of Division]

Fax: +91 (11) 26242266

Tel: +91 (11) 26202020

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

	<p>Telecommunications Consultants India Ltd. (A Govt. of India Enterprise) TCIL Bhawan, Greater Kailash-I New Delhi – 110048 (India) e-mail: tcil@tcil.net.in</p> <p>CIN: U74999DL1978GOI008911</p>	<p>IS/ISO 9001</p> 
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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 . 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 . 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/30th June/31st 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 31st March/30th June/31st 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 ≥ 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 17th 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)

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: 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

2) Mr. Kumar Shiva (DGM)

Tel: +91- 8800505997

Email: kumar.shiva@tcil.net.in

3) Mr. Sunil Sharma (JGM)

Tel: +91- 9654293142

Email: 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.

2.6 PURCHASERS 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.

2.7 FORCE MAJEURE

The supplier 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 supplier shall inform the purchaser 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 supplier 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.

2.8 DISPUTE RESOLUTION

In the case of a dispute, that has remained unresolved between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius. GCC 10.2 (a) of the client's tender. All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

2.9 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
- I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service
 - And/or
 - II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.
- The purchaser, 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 vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser 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 supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- b) The vendor 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 vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

2.10 OFFLINE DOCUMENTS

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>).

The bid can also be submitted vide email 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 . Bidder, however, needs to submit the bid in files of maximum size of 8.5mb only.

2.11 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor’s work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted up to 2 years or action as deemed fit may be taken by TCIL.

2.12 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 the 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.

2.13 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). If the bidder has mentioned “at actual”, “extra”, “to be given later” etc. or left blank against the prices of any of the line items of the price BoQ, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.

2.14 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 up to 2 years.

2.15 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.

2.16 PURCHASER’S RIGHT TO SEEK QUOTES DIRECTLY FROM OEM

During the EOI/ tender process, TCIL may seek rates directly from OEM(s) or its representative/ distributor for partially or all items of BOQ under this EOI/ NIT.

In addition to seeking rates, TCIL reserves right to place direct purchase order(s) on OEM(s) or its authorized representative(s) / distributor(s) for partially or all items of BOQ under this EOI/ NIT.

2.17 TERMINATION FOR DEFAULT

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- if the supplier 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 supplier fails to perform any other obligation(s) under the contract;
 - if the supplier, 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 supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

2.18 TERMINATION FOR INSOLVENCY

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier 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.

- 2.19 If at any time, any wrong information/ document related with eligibility of the bidder or non-compliance to any terms and conditions of tender comes to the knowledge of TCIL, then TCIL reserves the right to cancel or reject the bid of such bidder or cancel the EOI/ tender or take any other action as deemed fit in accordance with EOI/ tender terms and conditions.

2.20 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.
 - c) Or as per applicable law in Mauritius
- 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 rule 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 Security in accordance with the terms and conditions (including timelines for furnishing Performance Security) 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 a Joint ventures/ Consortium is debarred, all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

2.21 **RIGHT TO NEGOTIATION (IN EXCEPTIONAL CASES)**

In the event that the critical parameters specified in the contract are altered by the client, thereby potentially impacting the financial outcome/structure of the project, TCIL reserves the right to renegotiate parameters viz. the rates, quantity etc. with the selected vendor. Such negotiations will be undertaken to ensure that the revised terms remain in the financial interest of TCIL. The selected vendor is expected to cooperate in good faith to arrive at mutually agreeable revised parameters viz. rates & quantity aligned with the changed quantities or parameters.”

END OF SECTION-2

SECTION – 3**SPECIAL CONDITIONS OF CONTRACT**

(In case clauses/ sub-clauses have any difference mentioned in this EOI/ tender at different places, the conditions mentioned in Section-3 shall prevail. The terms and conditions of Section-3 shall be on back to-back basis based on client's tender)

3.1 PAYMENT TERMS

Payment terms and conditions are on back to back as per end client expect advance payment.

No.	Project Milestone	Payment in Percentage
1	Successful installation and testing of each solar PV system	60%
2	Successful pre-commissioning and commissioning of each solar PV system	30%
3	Training and submission of all documents required by the Contract (percentage of overall project costs)	5%
4	Completion of Project including remedial works and successful start-up and reliability testing (percentage of overall project costs)	5%
Total		100%

Notes:

- i) Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client, i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL.

TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

(The bidder shall submit an undertaking to this effect as per Section-19).

- ii) The bidder and the consortium firm (in case of consortium bid) shall comply with all applicable Indian/Mauritian laws, Payment of Minimum Wages Act, Workmen's Compensation Act, EPF/ESI provisions, and any such statutory provisions applicable in Mauritius/India and must

furnish undertaking for compliance of the same along with supporting documents, at the time of invoice submission to TCIL.

- iii) Hinderance register, as per project requirements, and as approved by the client, to be maintained by the vendor at each site which shall be jointly signed by the client and the vendor, which may play an important role for consideration of the delays in the project.

3.2 PERFORMANCE SECURITY

- a) The bidder will submit an undertaking to submit back-to-back Performance Security as submitted by TCIL to the end Client if the contract is awarded to TCIL by end Client.
- b) PBG can be submitted in the form of: Performance Bond in the prescribed format Section -15.
- c) The proceeds of Performance Security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point (f).
- d) The Performance Security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.
- e) Performance Security should be valid for [sixty days beyond the Warranty/Defect Liability Period of five years. The Defect Liability Period shall start as from the date of issue of a Partial Taking Over Certificate.] The Performance Security shall be refunded once the performance security 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. Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

3.3 ACCEPTANCE OF DELAYED PERFORMANCE SECURITY

- a) Performance Security shall be submitted within 15 days from the date of LOI/PO/contract (whichever is earlier). In the event of a delay in submission of Performance Security beyond the stipulated timeline, the Purchaser/Procuring Entity may, at its sole discretion, accept the delayed submission under the following conditions:
 - i. The vendor provides valid justification for the delay in writing, which is deemed acceptable by the Purchaser.
 - ii. The vendor submits a request for extension before the expiry of the original deadline.
- b) If the delayed Performance Security is accepted, the Purchaser reserves the right to take following actions:
 - i. Withholding the payments due to the vendor under any other LOA/PO/WO/Agreement, until compliance is ensured.
 - ii. Any other remedial measures as deemed appropriate.
- c) If the Performance Security is not submitted within the extended period, the Purchaser may initiate other actions as per the tender/EOI terms, including termination of the contract.
- d) The decision of the Purchaser regarding the acceptance or rejection of delayed Performance Security shall be final and binding.

3.4 PRICE BASIS

As per client terms and conditions on back to back basis.

3.5 PAYING AUTHORITY

CEO, TCIL, Mauritius

3.6 INSURANCE

As per client terms and conditions on back to back basis.

3.7 DELIVERY / IMPLEMENTATION SCHEDULE

As per client terms and conditions on back to back basis.

3.8 WARRANTY

As per client terms and conditions on back to back basis.

3.9 PERIOD OF CONTRACT

As per client terms and conditions on back to back basis.

3.10 TERMINATION OF CONTRACT

As per client terms and conditions on back to back basis.

3.11 PENALTY

As per client terms and conditions on back to back basis.

3.12 SLA

As per client terms and conditions on back to back basis.

3.13 UPTIME

As per client terms and conditions on back to back basis.

3.14 LIQUIDATED DAMAGES

As per client terms and conditions on back to back basis.

The liquidated damages shall be 1.0 % of the contract value per week of delay or part thereof and shall be applicable on the PV systems not installed within the set deadline.

The maximum amount of liquidated damages shall be 6% of the contract value for the PV systems that remain uninstalled within the set deadline.

3.15 TAXES (GST/VAT)

Vendor/Supplier will have to ensure to comply with all taxes as applicable in India/Mauritius.

END OF SECTION-3

SECTION-4**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

As per client's tender, E-Procurement ref.: CEB/IFB/2025/9581, dated 11th July 2025.

END OF SECTION-4

SECTION-5**PROJECT EXPERIENCE**

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore) excluding taxes	
4	Contract Value of the Project (in crore) including taxes	
Project Details		
5	Name of the Project	
6	Start Date & End Date	
7	Current Status (work in progress in %, completed)	
8	Contract Tenure	
9	Type of Project	

END OF SECTION-5

SECTION – 6**PRICE BID SCHEDULE**

To: [Head of Department]

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 figures].

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

**Price Schedule A1 _ Goods Manufactured outside Mauritius _ CIF or CIP or Other
INCOTERM _ Base Offer (Ver. 1.0)**
[Bidder to insert '0' in the column of Price/Rate/charges/VAT and N/A in the other
columns where no bid is submitted for a line item]

S.No.	Item Code	Description of Goods and related services	Quantity	Physical unit	INCOTERM	Make and Country of Origin	Delivery in Weeks	Unit Price (MUR)	Price per line item
		Supply, Installation, Testing and Commissioning of Grid-Tie, Roof-Mounted Solar Photovoltaic Installations for a total cumulative capacity of 5 MWac on Qualified Public Buildings in the Republic of Mauritius including Rodrigues Island	1	Lot	DDP				

2	Contingency Sum	A contingency amount of MUR 30,000,000 shall be provided, to cater for tasks that are not being covered by the bid.	1	sum	DDP				
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➤ **Schedule of Rates (To cater for any contingency)**

The contingency amount shall cater for tasks listed in below table that are not being covered by the bid. The quantity of the items shall be communicated to the selected bidders, upon completion of the Risk & Technical Assessment of the Public Buildings, after award.

Items	Unit of Measure	Unit Price
Rate for supply of UPVC pipe (surface mounted) diameter 40mm and installation of same per unit meter for relocation of service line, etc..	Per meter	
Rate for laying of low voltage Underground (UG) cables, per meter, as per requirements of the CEB listed in Annex 9 for the different types of road (without concrete surround or with concrete surround). Excavation of the trench, supply & laying of PVC sleeve, backfilling of trench, construction of straight through drawpits, and temporary & permanent asphaltting of trench & drawpit (reinstatement of site), as per CEB requirements, to be included in the rate.	Per meter	
Rate for excavation of trench & laying of PVC sleeve only for laying of the UG cables, per meter, as per CEB requirements listed in Annex 9.	Per Meter	
Rate for Construction of Straight Through Drawpits only as per CEB requirements listed provided in Annex 9	Per meter	
Rate for Construction of angular Drawpits, with burying depth as per Annex 9. The bending radius of the cable to be considered when designing the Drawpit.	Per draw pit	
Rate for Backfilling of trench and reinstatement of site, as per CEB requirements listed in Annex 9.	Per meter	

Rate for Construction of one concrete stub column with new waterproofing membranes as per annex 8.	Per stub	
Rate for Construction of one concrete stub column without waterproofing membranes as per annex 8	Per stub	
Rate for Supply and Installation of MCCB for 4 pole 63A, 160A, 400A as per CEB requirements.	Per CB	

➤ **Schedule of Rates (Optional items)**

Optional Items	Capacity	Unit Price
Rate inclusive of labour and necessary materials for dismantling of PV installation of the capacities as specified in Employer's requirements permanently on a site and re-installation, testing and commissioning of same at a different location, with concrete ballasts, including technical assessment	5kW	
	10kW	
	15kW	
	20kW	
	25kW	
	50kW	
Rate inclusive of labour and necessary materials for dismantling of a PV installation of the capacities as specified in Employer's requirements permanently on a site and re-installation, testing and commissioning of same at a different site, without concrete ballasts, including technical assessment.	5kW	
	10kW	
	15kW	
	20kW	
	25kW	
	50kW	
Rate inclusive of labour and necessary materials for temporary dismantling of a PV installation of the capacities as specified in Employer's requirements and re-installation on the same site, including technical assessment within a period of approximately 90 days .	5kW	
	10kW	
	15kW	
	20kW	
	25kW	
	50kW	
Rate for the supply and delivery of all necessary materials to CEB or directly to the technically qualified site for the re-installation of a Dismantled PV installation by CEB's personnel.	5kW	
	10kW	
	15kW	
	20kW	
	25kW	
	50kW	
Rate for carrying out Risk & Technical Assessment per site inclusive of labour and transport.	5kW	
	10kW	
	15kW	

	20kW		
	25kW		
	50kW		
Rate for carrying out cleaning and maintenance of a PV installation for the various fixed capacities, per square meter surface area for cleaning, as specified in Employer's requirements.	5kW		
	10kW		
	15kW		
	20kW		
	25kW		
Rate for supervision only for the dismantling and re-installation of the PV system which will be carried by CEB's personnel, per manhour	50kW		
	5kW		
	10kW		
	15kW		
	20kW		
Rate for fixation of CEB Meter Box on Public Body premises.	25kW		
	50kW		
	1 Meter Box		
	Rate for the reparation of various types of waterproofing membranes on roof, per meter square.	Sq Meter	

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

Notes2:

- a) Lowest Bid will be on the basis of Grand Total.
- b) Bidder shall mandatorily mention the applicable HSN/SAC codes (at least 6-digits) against all the quoted items.
- c) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on pro-rata 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 such as 'As per Actuals', 'Will be Intimated Later', 'Extra' etc. If bidder uses these types of comments in their price bid, or if the charges for any item is left blank, then the charges for the such items shall be considered as "Zero" and the same shall be a binding on the bidder.
- e) The bidder must specify the make of each product / line items of the BOQ in the price bid.
- f) The requirements/ quantity mentioned above are indicative & may vary as per the actual requirements.

END OF SECTION-6

SECTION-7**MANUFACTURER'S AUTHORISATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**].*

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Ref. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

END OF SECTION-7

SECTION - 8

BID SECURITY / EARNEST MONY DEPOSIT (EMD) FORMATS

A. BANK GUARANTEE (BG) - EMD FORMAT

Whereas (hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (i) fails or refuses to execute the Contract, if required; or
 - (ii) The successful bidder fails to submit performance security within the prescribed time or
 - (iii) 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.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Signature of the Bank Authority

Address of witness

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

END OF SECTION-8

SECTION-9**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: _____

Signature of (Name, Designation) _____

CERTIFIED

Signature: _____

WITNESS:

Signature: _____

(Name, Designation): _____

END OF SECTION-9

SECTION-10**MAKE IN INDIA UNDERTAKING**

(Formats available in client's tender shall prevail. To be submitted by OEMs for submission in client's tender)

A. Bidder shall furnish following self-certificate on its letter head along with their techno-commercial bid.

"We M/s _____ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. _____ dated _____ against Tender No. _____ dated _____. Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

S#	Description of Items / Products / services	Make	Model	location(s) at which the local value addition is made

B. If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. _____ dated _____ against TCIL Tender No. ----- dated ---- by M/s. _____ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

C. CALCULATION OF LOCAL CONTENT

Sl. No.	Description of the Item	Qty	Unit	Basic Rate W/o Tax (INR)		Total Cost W/o Tax (INR)		Domestic + Imported
				Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	Domestic (Excluding net Domestic indirect Taxes)	Imported (Including All Custom Duties)	
			a	b	c	d=a*b	e=a*c	f=d+e
1	Item Description	1	Nos					
2	Item Description	1						
3	Total				-		-	

% of Local Content = (Total Cost Domestic 3(d) / Total Cost (domestic + Imported) (3 (f))) * 100

(To be used by bidder for their internal calculation and to submit if demanded by TCIL at any stage)

D. FORMAT OF SELF CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR TELECOM PRODUCTS, SERVICES OR WORKS

(DoT's latest order/notification may be referred at <https://dot.gov.in/public-procurement-preference-make-india>)

(To be submitted on non-judicial stamp paper of the value Rs 100/-)

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

Date on which this certificate is issued

Telecom Product/Services/Works for which the certificate is produced.

Procuring agency to whom the certificate is furnished.

Percentage of LC claimed.

Name and contact details of the unit of the manufacturer.

Sale Price of the product.

Ex-Factory Price of the product.

Freight, insurance and handling.

Total Bill of Material.

List and total cost value of inputs used for manufacture of the Telecom product/Services/Works.

List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.

List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

Imported items sourced locally from resellers/distributors.

The license fees / royalties paid/ technical charges paid out of India.

Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPPMII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024. I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation: CEO/MD

Address:

Email Address:

Mobile No.:

Place:

Date:

Notes:

1. During project execution for contracts > INR 10 Cr, contractor shall submit local content certificate, duly certified by practicing cost / chartered accountant. If not possible during project execution, the certificate by practicing cost / chartered accountant shall be submitted after project completion.
2. If the stipulated local content requirements are not met or the 'Class' of the supplier is downgraded, penalty up to 10% of contract value may be imposed. Contract shall not be terminated on this account.
3. Decisions on complaints shall be from the Competent Authority. False Declaration shall be handled as per breach of Code of Integrity.
4. Manufacturers manufacturing under Production Linked Incentive (PLI) Scheme shall be treated as deemed as Class-II suppliers, unless they meet Class-I min. local content for that item. This shall be applicable for specific time period only (as notified).

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,
 Quatre Bornes, Mauritius.

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

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 the subject EOI/ NIT.

In accordance with the above, 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 the subject EOI/ NIT.
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India/ Government of Mauritius or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world 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 Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-11

SECTION-12**UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT**

Sub: Undertaking as per Eligibility Conditions in EOI No. _____ dated _____

We, [name of the bidder], hereby undertake that:

- i. We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.
- ii. 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 (and its amendments as issued from time to time), we 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 from the OEMs for submission in TCIL's bid against the client's tender (enclosed)

OR

We declare that the undertaking from the OEMs for submission in TCIL's bid against the client's tender shall be submitted before opening of financial bid.

- iii. TCIL has not cancelled any Purchase Order(s) for any Project which was placed on us, on risk & cost basis for non-performance or non-submission of performance guarantee in the last 2 years.
- iv. We undertake to provide formally certified skilled workforce and give commitment to the effect that we would ensure that all our workers will be skilled.
- v. All the documents/ certificates/ information submitted by us against this EOI are genuine.
- vi. We 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. We hereby declare that our bid has No-Deviation against TCIL's EOI and Client's tender [client tender no. & date). Compliance statement from OEMs is enclosed.
- vii. *The Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender is/are enclosed.*

OR

We shall submit the Manufacturer's Authorization Certificate in the name of TCIL for submission in the client's tender before opening the financial bid.

(Signature of the Authorized signatory)

END OF SECTION-12

SECTION-13**BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

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. Authorized Person -

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

Name:	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
9. PAN/TAN 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

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

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 Rs. (Lakh)
Average Turnover		

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

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).

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

- i) _____
- ii) _____
- iii) _____

DECLARATION

- 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)
- We certify that the information mentioned above are true and correct to best of our knowledge.

Place:
Date:

Signature of Authorized Signatory with Seal
Name:
Designation:

END OF SECTION -13

SECTION-14**EOI CHECKLIST**

Sl.	Document	Submitted (Yes or No)
1	Tender Fee (if applicable)	
2	EMD (BG / DD / NEFT / Insurance Surety Bond / FDR etc.)	
3	For MSE Exemption, Udyam Registration Certificate and Statutory Auditor Certificate for Investment in Plant and Machinery.	
4	For Start-Up Exemption, DPIIT certificate	
5	Authorization Letter/Board Resolution (for bid signing authority)	
6	Make in India Undertaking	
7	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
8	Documents against Financial Eligibility Criteria	
9	Documents against Similar Work Experience Eligibility Criteria	
10	PAN & GST/VAT Registration Certificate (or undertaking, if applicable)	
11	Manufacturer's Authorization Certificate (MAF) or undertaking, as applicable	
12	Undertaking against Eligibility Criteria Requirements	
13	No-Conviction Certificate	
14	PF/CSG/NSF Registration	
15	Undertaking for Local Office (if applicable)	
16	Consortium Agreement (if applicable)	
17	Technical Brochure and Data-Sheets	
18	Integrity Pact document (if applicable)	
17	Bid Submission Form	
18	NDA (if applicable)	
19	Undertaking for submission of performance security	
20	Undertaking by MSME bidders regarding registration on TReDS and Samadhan portal	
21	Undertaking for back-to-back Payment Terms	
22	Any other undertaking/ document as per EOI/ NIT.	

END OF SECTION-14

SECTION -15**PERFORMANCE SECURITY FORMAT**

[The bank/Insurance Company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank/Insurance Company's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire not earlier than sixty days of *[insert month]* *[insert year]*,³ and any demand for payment under it 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.

[signatures of authorized representatives of the bank/insurance company and the Supplier]

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

SECTION-16**MEMORANDUM OF UNDERSTANDING FORMATS****A. MOU FORMAT WHEN BACKEND PARTNER IS IN CONSORTIUM****(To be signed by all Consortium Partners)**

This Memorandum of Understanding (MoU) is made on ___ day of _____ at Mauritius by and between:

M/s Telecommunications Consultants India Limited, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, and project office at 10, Darwin Avenue Quatre Bornes Mauritius, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

_____ **CONSORTIUM** consisting of M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Lead Member**), M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Consortium Partner**) and M/s _____ (**Vendor Name**), registered under the _____ Act, with its registered office at _____ (**Consortium Partner**) hereinafter the said consortium shall be referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“TCIL” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

WHEREAS _____ (Name of Lead Member) is in the business of _____.

WHEREAS _____ (Name of Consortium Partner) is in the business of _____.

WHEREAS _____ (Name of Consortium Partner) is in the business of _____.

WHEREAS _____ (Client Name) (herein after called “_____”) issued TENDER No. _____ dated _____ for ‘_____’, hereinafter referred to as “_____ (Client Name) tender” /”Work”/”Project”.

WHEREAS TCIL published EOI No. _____ dated _____ (hereinafter referred as TCIL EOI) for selection of back-end partner for _____ (Client Name) tender.

AND WHEREAS M/s _____ & M/s _____ has entered into a Consortium Agreement / Memorandum of Agreement dated _____ (**Annexure A**) and a Role & Responsibility Matrix dated _____ (**Annexure B**) for the purpose of forming a consortium to participate in TCIL EOI wherein it is mentioned that _____ shall act as the Lead Member & _____ shall act as consortium partner and the Lead Member is authorized to sign the MOU with TCIL and accordingly they have submitted their offer for _____ in response to TCIL EOI & pursuant to the same were selected by TCIL as back-end partner for _____ (Client name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and _____ (consortium name) (partner for _____) for participating in the _____ (client name) Tender.
**Please note that the term "Lead bidder" shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. _____ (consortium name) shall not participate directly or indirectly whether in consortium or separately in _____ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for _____ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the _____ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with _____ (consortium name) based on the terms & conditions of this MoU, TCIL EOI and _____ (client name) Tender.
4. The term of this MoU shall be for _____ months ("Term") from the date of signing of this MoU ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL EOI & _____ (Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the _____ (Client name) Tender/Work/Project.
6. TCIL and _____ (consortium name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of _____ (client name) Tender/Work/Project (as per scope of TCIL EOI & _____ (Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and _____ (consortium name) for their respective work. TCIL will not reimburse any such expenses to _____ (consortium name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and _____ (consortium name), for their respective part/scope of work. However, if _____ (consortium name) or any of its member fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with _____ (consortium name) and get the same executed departmentally or by other agencies at the risk and cost of _____ (consortium name).
9. Both M/s _____ (Lead Member name) and M/s _____ (Consortium Partner name) shall be jointly and severally responsible for compliance of all the terms and conditions of the tender document, this MOU and TCIL's contract with main client relating to performance of this MOU. Any non-compliance by either party of the Consortium shall be treated as a breach of this MOU.
10. Both M/s _____ (Lead Member name) and M/s _____ (Consortium Partner name) shall be jointly and severally liable to TCIL to compensate any losses or damages if so suffered by TCIL for any breach of this agreement and/or action initiated by the main client for non-performance of the contract.
11. In case of failure of either of M/s _____ (Lead Member name) or M/s _____ (Consortium Partner name), the total responsibility shall shift upon remaining party.

12. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of _____(Client name) Tender/ Works / Projects, the _____ (consortium name) understands, agrees and undertakes that:
- a) _____ (consortium name) participated in TCIL EOI and that all terms & conditions of the TCIL EOI shall apply to _____ (consortium name).
 - b) Prices quoted by _____ (consortium name) shall remain firm and fixed till the execution of the Tender.
 - c) the payments terms between TCIL & _____ (consortium name) are on back-to-back basis and the payment shall be released by TCIL only if and when received by TCIL from _____ (Client name) and subject to terms & conditions of agreement (as stipulated in 3 above) and submission of complete required documents. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.
 - d) _____ (consortium name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from _____ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by _____ (Client name).
 - e) the (day) date of delivery of goods and/or rendering of services by the _____ (consortium name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
 - f) Any deductions by the _____ (Client name) towards LD/penalties/contingencies shall be borne by _____ (consortium name) in terms of TCIL EOI.
 - g) At any given point of time, _____ (consortium name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.
 - h) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of _____ consortium and/or M/s _____ (Lead Member name) and/or M/s _____ (Consortium partner Name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
13. TCIL and _____ (consortium name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
14. Any sum of money (including refundable security deposit) due and payable to the _____ (consortium name) and/or _____ (Lead bidder name) and/or _____ (Consortium partner name), 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.

15. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
16. This MoU shall be construed and governed by the laws of Mauritius and the parties hereby submit to the exclusive jurisdiction of the Mauritian Courts of Law.
17. Any matter which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
- 18. Dispute Resolution:**
- All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this MoU shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with the existing laws of Mauritius and the venue of the arbitration shall be in Mauritius.
19. During its Term, this MOU will be terminated in the event of
- Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
 - Tender not awarded to TCIL
 - Mutual agreement between the "Parties"
 - As per TCIL EOI
20. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
21. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.
22. EOI document, technical / financial bid, any further negotiations, all correspondences with or from _____ (consortium name) till EOI finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

For Telecommunications Consultants India Ltd

For _____ Private Limited

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

B. MOU FORMAT WHEN BACKEND PARTNER IS A SINGLE BIDDER (WITHOUT CONSORTIUM)

This Memorandum of Understanding (MoU) is made on ___th day of _____ at **Mauritius** by and between:

M/s Telecommunications Consultants India Limited, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048, and project office at 10, Darwin Avenue Quatre Bornes Mauritius, hereinafter referred to as “**TCIL**”, which expression shall include its successors and its permitted assigns, of one part.

AND

M/s _____ (vendor name), registered under the Indian Companies Act 1956/2013 (whichever is applicable), with its registered office at _____, hereinafter referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“TCIL” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom, IT and Civil both in India and abroad and it also acts as procurement consultant/agent/executing agency/implementing agency for number of Government of India enterprises/undertaking.

WHEREAS _____ (vendor name) is in the business of _____.

WHEREAS _____ (Client Name) (herein after called “_____”) issued TENDER No. _____ dated _____ for ‘_____’, hereinafter referred to as “_____ (Client Name) tender” /”Work”/”Project”.

WHEREAS TCIL published EOI No. _____ dated _____ (hereinafter referred as TCIL EOI) for selection of back-end partner for _____ (Client Name) tender.

AND WHEREAS _____ (Vendor Name) submitted their offer and pursuant to the same was selected by TCIL as back-end partner for _____ (Client Name) Tender.

Now, therefore, it is agreed between the Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the bidder (lead bidder) and _____ (vendor name) (partner for _____) for participating in the _____ (client name) Tender.
**Please note that the term “Lead bidder” shall be mentioned only when TCIL shall bid in consortium with backend partner.*
2. _____ (vendor name) shall not participate directly in _____ (client name) Tender and shall not quote rates to any other party participating/pre-qualified for _____ (client name) Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.
3. On award of the work of the _____ (client name) Tender to TCIL, TCIL will enter into a detailed agreement with _____ (vendor name) based on the terms & conditions of this MoU, TCIL EOI and _____ (client name) Tender.
4. The term of this MoU shall be for _____ months (“Term”) from the date of signing of this MoU (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this MoU and to such obligations and commitments in relation to the Tender/Work/Project under the scope of TCIL EOI & _____

(Client name) tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.

5. After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/offer, terms & conditions and demonstration of functionality required in the _____ (Client name) Tender/Work/Project.
6. TCIL and _____ (vendor name) hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of _____ (client name) Tender/Work/Project (as per scope of TCIL EOI & _____(Client name) tender).
7. Expenses towards bid preparation would be borne by the individual Parties viz. TCIL and _____ (vendor name) for their respective work. TCIL will not reimburse any such expenses to _____ (vendor name) towards preparation and submission of the bid.
8. All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between TCIL and _____ (vendor name), for their respective part/scope of work. However, if _____ (vendor name) fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with _____ (vendor name) and get the same executed departmentally or by other agencies at the risk and cost of _____ (vendor name).
9. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of _____(Client name) Tender/ Works / Projects, the _____ (vendor name) understands, agrees and undertakes that:
 - a) _____ (vendor name) participated in TCIL EOI and that all terms & conditions of the TCIL EOI shall apply to _____ (vendor name).
 - b) Prices quoted by _____ (vendor name) shall remain firm and fixed till the execution of the Tender.
 - c) the payments terms between TCIL & _____ (vendor name) are on back-to-back basis and the payment shall be released to _____ (vendor name) by TCIL only if and when received by TCIL from _____ (Client name) and subject to submission of complete documents and invoices etc. by it. Payment to the vendor/supplier/partner upon its submitting all required documents showing completion of work as well as the tentative invoice, shall be on a back-to-back basis with the client i.e. only on client finally certifying, accepting and making payment of the said work done by the vendor/supplier/partner as forwarded by TCIL to the Client, such vendor/supplier/partner shall become eligible for payment. As the work is being executed through vendor/supplier/partner by TCIL, on behalf of the client, the vendor/supplier/partner's eligibility for receiving payment from TCIL shall depend solely upon acceptance of the work, certification of the bill and payment of the certified bill by the client. Entitlement of the vendor/supplier/partner for payment from TCIL regarding the bill raised by it in respect of a particular work would arise within a reasonable time of 15 working days upon receipt of above payments after statutory and contractual deductions by the client and TCIL. Such payments shall also be subject to contractual requirements/payment terms between client and TCIL to which the vendor/supplier/partner shall also be bound. However, in the event client certifies the work for lesser amount, the entitlement of vendor/supplier/partner of TCIL would be only for the certified value of work by the client minus the statutory and contractual deductions as per contract of vendor/supplier/partner with TCIL. TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client, however, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle the vendor/supplier/partner to raise claim regarding the same against TCIL.

- d) _____ (vendor name) will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from _____ (Client name). TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by _____ (Client name).
- e) the (day) date of delivery of goods and/or rendering of services by the ____ (vendor name) shall be the date of realization of payment from the client once the goods and/or services are accepted by the client.
- f) Any deductions by the ____ (Client name) towards LD/penalties/contingencies shall be borne by ____ (vendor name) in terms of TCIL EOI.
- g) At any given point of time, _____ (vendor name) may not assign or delegate its rights, duties or obligations under this MOU without prior written consent of TCIL.
- h) In the event of breach of any of the terms & conditions of this MOU or in case of any default of any terms & conditions of this MOU, on the part of the _____ (vendor name), TCIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at their risk & cost.
10. TCIL and ____ (vendor name) agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
11. Any sum of money (including refundable security deposit) due and payable to the _____ (vendor name), 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.
12. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
13. This MoU shall be construed and governed by the laws of Mauritius and the parties hereby submit to the exclusive jurisdiction of the Mauritian Courts of Law.
14. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
- 15. Dispute Resolution:**
- All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this MoU shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with the existing laws of Mauritius and the venue of the arbitration shall be in Mauritius.
16. During its Term, this MOU will be terminated in the event of
- i) Client withdrawing the Tender provided it does not create any financial obligation on TCIL.
 - ii) Tender not awarded to TCIL
 - iii) Mutual agreement between the “Parties”
 - iv) As per TCIL EOI
17. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
18. By signing this MoU, the “Parties” acknowledge that it correctly records the understanding they have reached with regard to the Project.

19. EOI document, technical / financial bid, any further negotiations, all correspondences with or from _____ (vendor name) till EOI finalization shall be an integral of this MOU.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

For Telecommunications Consultants India Ltd

For _____ Private Limited

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

END OF SECTION-16

SECTION-17

ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE

Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.

1. Objective:

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

2. The Standing Operating Procedure (SoP)

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL alongwith a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD,TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted

and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.

- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
- 12) If no settlement is arrived between the parties in the time mentioned in clause 11) above, then the conciliation proceedings shall be deemed to have been failed.
- 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

4. Admissibility of evidence in other proceedings.

- 1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the conciliation proceedings;
 - (c) Proposals made by the parties or conciliator;
 - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

5. Confidentiality.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

6. Termination of conciliation proceedings.

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above

END OF SECTION – 17

SECTION – 18**UNDERTAKING IN RESPECT OF BACK-TO-BACK PAYMENT TERMS**

(Applicable only for client tenders where payment terms are on back-to-back basis)

1. I/we,....., have perused the Tender/EOI/RFP of Client and/or the arrangement of TCIL with its Client,..... and have also examined scope of work and the payment terms therein.
2. I/we,....., have clearly understood the scope of work which TCIL is intending to award under the present Tender/RFP/EOI/PO/LOI/LOA and the terms of payments mentioned therein.
3. I/we,....., completely understand and agree that the work to be executed through undersigned by TCIL is on behalf of the client wherein the eligibility for payment depends solely upon acceptance of the undersigned's work, certification of the bill and payment of the certified bill by the said client. The date of delivery of such service/supply under the scope of work for entitlement of payment shall be the date on which the corresponding payments have been received by TCIL from its client. Undersigned's entitlement for payment regarding the bill raised in respect of a particular work would only arise within a reasonable time of 15 working days upon acceptance of the work and release of corresponding payment by the client to TCIL.
4. I/we,....., completely understand and agree that in the event client certifies the work for lesser amount, undersigned's entitlement would be only for the certified value of work by the client minus the statutory and contractual deductions as per our contract with TCIL.
5. I/we,....., also completely understand and agree that TCIL will make reasonable efforts to secure acceptance and certification of the work and release of the payment by the client. However, any delay on the part of the client in certification and acceptance of the work and release of the payment will not entitle undersigned to raise claim regarding the same against TCIL.

Signed by..... (Authorized Representative of)

Date....

Place.....

END OF SECTION – 18

END OF EOI TEMPLATE