

## **TERMS AND CONDITIONS**

### **1. ELIGIBILITY CRITERIA:**

- A. The bidder shall have experience of successfully executing the Similar works of value not less than RO 50,000/ during the last three years. Details of such projects executed with value of each work and certificates should be submitted.
- B. The bidder shall furnish annual turnover during last three years along with **Audited Financial Statements**.
- C. The Bidder should be registered as Civil Contractor in the Sultanate of Oman.

### **2. PRICES:**

Eligible Bidders are required to quote Plant unit rates for estimated Bill of quantities (BOQ) as per Annexure-1. BOQ given is estimated, actual BOQ shall be as per job orders received from the Client from time to time. TCIL do not have any commitment for the BOQ given in bidding document.

### **3. SCOPE OF WORKS**

Following major civil works are required to be carried out by the subcontractors for Minor Network expansion project for OMANTEL & others Clients throughout Sultanate of Oman:

- Ducting in sand & concrete and cable pulling
- Thrust boring
- Supply & installation of manholes and handholes
- Excavation & backfilling of primary , secondary & BSW trenches and cable laying
- Breaking and reinstatement of footway and asphalt/ concrete roads
- Rock excavation, excess excavation and leveling
- Pole erection/removal
- Cabinet base fabrication
- Aerial cable job including installation of Poles and any other job as per Omantel requirement.

### **4. PLANT UNIT/WORK SPECIFICATION**

The works shall have to be carried out in accordance with the standard & specifications of OMANTEL.

## **5 MATERIALS**

Following materials will be supplied by TCIL:

- a. PVC pipes and accessories for ducting/ Sub ducting
- b. Covers and frames for manholes and handholes
- c. Warning tape and warning board
- d. Underground / Aerial / Optical Fibre Cables
- e. Poles and its accessories
- f. Cabinets & DPs

All the other materials to be used in executing the civil works such as steel pipes for thrust boring, bridge crossing, steel for MH/HH construction and all other material required for execution of the Civil work other than specified in TCIL supply shall be supplied by the contractor. Material accounting statement duly certified shall be submitted by contractor periodically.

## **6 WORKMANSHIP**

Work is to be executed as per Omantel specifications. Any work rejected by the TCIL or Omantel or its representative, due to poor workmanship or other faults, will have to be redone by the contractor free of charge. In case TCIL decided to redo the job themselves, no charges will be paid to the contractors for rejected work.

## **7. PAYMENTS**

Payment certificate-wise invoice should be submitted. Payments will be released after receipt of payments for corresponding works from client after retaining 10% as retention. Retention will be released by the TCIL after receipt of retention money from the client and settlement of material accounting.

## **8. TERMINATION OF CONTRACT**

This contract can be terminated without giving any prior notice. In this case, decision of the project director, Telecommunications Consultants India Limited or his representative will be final.

## **9 INSURANCE**

All necessary insurance for the safety of Contractor's personnel & his tools, plant & machinery will be the responsibility of the Contractor as per local laws and copy of the policy should be submitted to TCIL.

#### **10. PERIOD OF CONTRACT**

The period of contract shall be on back to back basis as per agreement entered between TCIL & Omantel.

#### **11. PERFORMANCE BOND**

The contractor will provide performance bank guarantee equivalent to 5% of the contract value valid upto one year from the effective date of project acceptance by the client.

#### **12. SUB CONTRACTING**

Further sub contracting of the works is not permitted.

#### **13. COLLECTION OF STORES**

All the necessary stores/materials will have to be collected by the Contractors from TCIL central stores at Barka.

#### **14. TIME SCHEDULE FOR COMPLETION OF WORKS**

This shall be as per TCIL contract with client on back to back basis.

#### **15. PENALTY**

If the contractors fail to complete the whole works within the agreed period, and as a result of this, the client levies the penalty, the same shall be borne by the Contractor.

16. Work may be subdivided by TCIL among more than 1 subcontractor as per work requirement.

17. TCIL reserves the right to accept/ reject any or all offer without assigning any reason. Decision of Project Director, TCIL, Oman shall be final.

#### **18. Arbitration**

All disputes or differences what so ever arising between TCIL & the contractor shall be settled by Arbitration in accordance with the rules of arbitration of International Chamber of commerce and award made in pursuance thereof, shall be binding on both.