

TENDER

FOR

CONSTRUCTION OF ROAD

Tender No. TCIL/RR/_____ 2008

TERMS AND CONDITIONS

All materials and workmanship mentioned in the tender shall be as per prescribed terms and conditions, specifications in general & specified items in particular as forming part of agreement between TCIL and the client unless otherwise stated herein under. The clauses herein below will have overriding effect in case of any conflict with provisions mentioned in the agreement between TCIL and the client. The tenderer shall read and is deemed to have read the said entire terms conditions and specifications between TCIL and the client and it shall be understood that works will have to be executed as per the CONDITIONS AND SPECIFICATIONS of the client.

A person signing the tender form or any other documents forming part of the contract on behalf of the tenderer shall be deemed to warranty that he has authority to bind the tenderer and if it subsequently comes to light that the person so signed had no authority to do so, TCIL may without prejudice to any other civil and criminal remedies cancel the contract or the tender and hold the tenderer liable for all costs, charges and damages.

The tenderer shall not sublet, transfer or assign the contract or any part thereof without the written permission of TCIL/Client.

Nothing extra shall be paid on account of any discrepancy in nomenclature of item. The tenderer shall see the site of work & seek clarifications if any before submitting the tender.

Any cutting, overwriting etc. in tender must be signed by the tenderer.

TCIL reserves the right to distribute the work to more than one agency and increase or decrease the quantity without assigning any reason.

All terms and conditions other than indicated below shall be applicable to this contract on BACK TO BACK BASIS.

1. **EARNEST MONEY:**
EMD equivalent of 0.40% of the estimated cost rounded to the next thousand shall be submitted along with the tender. On award of work, EMD shall be adjusted against the security deposit to be deducted from contractor's bill.
2. **VALIDITY OF OFFERS:**
The tenderer agrees that the rates submitted shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders.
3. **SIGNING OF TENDERS:**
All pages of the tender document must be signed by the tenderer. The signing of the tender by the tenderer shall be considered acceptance of all the stipulations and provisions of these conditions and associated documents as an integral part of the contract.
4. **ACCEPTANCE OF TENDERS:**
The acceptance of tender will rest with Chairman and Managing Director, TCIL who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

TCIL does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

If any tenderer stipulates any conditions of his own, such conditional tender is liable to be rejected. Upon acceptance of the tender by TCIL, the tenderer shall sign an agreement with TCIL for the works subcontracted to him under the tender.

5. **PERFORMANCE BANK GUARANTEE:**

The tenderer, whose tender is accepted, will be required to furnish a security by way of a Performance Guarantee to be issued by a Nationalized/Scheduled Bank through its branch at New Delhi/Delhi for the due fulfillment of his contract for a sum as will amount to 5% of contract value, within one week of receipt of the award letter from TCIL. The Performance Bank Guarantee shall be in a format that shall be made available to the successful tenderer along with the letter of award. The Performance Bank Guarantee shall remain valid for a period of 5 years in addition to the time of completion of works and shall not be released before end of the defect liability period as per the agreement between TCIL and the client.

6. **PRICES:**

The prices are to be submitted in the formats given in FORM OF BID attached with the tender documents.

The percentage applicable on construction items on TCIL Schedule of Rates attached with the tender documents submitted by the tenderer are to remain fixed for the entire work of the road as specified in the Price Schedule and for the full period of the contract including any extension of time that may be granted. No claims towards extra payment shall be accepted by TCIL.

The tenderer in case he so desires may submit the offer for only those roads which are of interest and that can be executed by the agency. Failure to submit offer for other roads shall not be taken as a disqualification.

Upon completion of the works, the tenderer shall enter into a separate agreement with TCIL for routine maintenance of the roads up to the end of defect liability period for which the payments shall be released at the rate of 90% of the amount payable to TCIL on receipt of corresponding payment to TCIL by the client.

7. **TAXES:**

The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, VAT, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the tenderer will have to pay for the performance of this Contract. TCIL will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Tenderer shall quote all inclusive prices including the liability of Turnover tax, Sales tax, Excise duty, Works tax, Royalty charges and other tax/ or duty (as applicable) on contract as a whole or part thereof.

All royalty charges payable for mineral, materials - like sand, moorum, granular sub base, stone metal, grit etc. shall be payable by the tenderer. The tenderer shall submit proof of having paid the same for the entire quantity of material supplied.

8. **TIME OF COMPLETION:**
6 (Six) months i/c rainy season. The time of completion shall be considered from 7th days after the award of work.
9. **PAYMENT TERMS:**
A) Payment Terms: Payment to the Agency shall be on back to back i.e. on receipt of the payment, corresponding payment shall be released by TCIL to the agency. In case the contractor desires, 50% payment can be released on the value of work certified by TCIL/Client. Such payments shall bear an interest at SBI PLR rate from time to time to a minimum of 11% per annum at quarterly rest till the amount is fully recovered from the agency.

B) Performance Security: The agency shall provide back up performance Bank Guarantee from a scheduled Bank through its branch in New Delhi. The bank guarantee shall be an unconditional and irrevocable guarantee payable on demand and without demur.
10. **PAYMENT FOR MAINTENANCE PERIOD:**
Payment for routine maintenance of the roads for a period of 5 years shall be released at the rate of 90% of the amount payable to TCIL on receipt of corresponding payment to TCIL by the client.
11. **SCHEDULE OF QUANTITY AND RATES:**
The value of work to be executed for each road is as given in the NIT page No. 1 is approximate. The exact value shall be determined after detailed survey. Quantities can increase or decrease during actual execution. Final quantities shall be as accepted and approved by the client. The rates submitted by the tenderer shall remain valid and fixed for the entire duration of the contract.
12. **DISPUTES / ARBITRATION:**
In the event of any dispute or difference arising between TCIL and the tenderer in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of implementation of contract, in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL, within 90 days of occurring of dispute who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The tenderer expressly agrees that the arbitration proceedings shall be held at New Delhi. In case the tenderer wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.
13. **PAYING AUTHORITY:**
The payment shall be released by the Project Director.
14. **LIQUIDATED DAMAGES:**
Liquidated damages shall be payable for any delay due to the reasons attributable to the contractor at the rate of 2% per week or part thereof subject to the maximum of 10% of the contract value. However the LD recoverable from the contractors shall be limited to the LD imposed by the client on TCIL.

15. In case party desires that Bitumen/Cement/Steel/Pipe/Fuel/Machinery shall be procured by TCIL from any other agency on the request of the agency, the same shall be purchased and sold to the agency at procurement price plus 1% on sale value. In addition the agency shall pay interest at PLR Rate of SBI with a minimum of @ 11.0% p.a. on quarterly rests, from the day TCIL makes payment to supplier till amount is fully recovered.
16. **FORCE MAJEURE:**
- a) Apart from and an addition to what is stipulated in the Civil Court of New Delhi the following occurrence may according to the circumstances constitute case of Force Majeure and absence of Force Majeure.
 - i) The unforeseen act of third party for which the supplier is not responsible, or
 - ii) An official prohibition preventing the performance of the order, or
 - iii) A natural catastrophe such as an earthquake, lightening or civil war.
 - b) Absence of Force Majeure;
 - i) A strike or lockout taking place in the undertaking of the supplier or affecting the branch of business in which he carries out its activities, or
 - ii) An increase or reduction in the price of raw material necessary for the performance or the order, or the enactment or new legislation whereby the obligations of the supplier become more onerous.
17. **AGREEMENT:**
After acceptance of the tender, the tenderer shall enter into an agreement with TCIL in the format attached with the tender.
18. **CONTRACTOR'S RISK:**
All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks which are:
(a) In so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
(b) A cause due solely to the design of the Works, other than the Contractor's design, are the responsibility of the tenderer.
19. **LABOUR LAWS:**
The tenderer shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer shall, if required by the TCIL, deliver to TCIL a return in detail, in such form and at such intervals as TCIL may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the tenderer.
- During continuance of the Contract, the tenderer shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The tenderer shall keep TCIL indemnified in case any action is taken against the TCIL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If TCIL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the tenderer, TCIL shall have the right to deduct any money due to the tenderer including his amount of performance security. TCIL shall also have right to recover from the tenderer any sum required or estimated to be required for making good the loss or damage suffered by TCIL.

20 Contractors shall get them selves registered with the Commercial Tax Department of the State.

21 TERMINATION OF CONTRACT:

In case of failure of the tenderer to perform the contract as per the terms and conditions and to the satisfaction of TCIL, TCIL reserves the right to terminate the contract without assigning any reason. TCIL shall have a right to execute the work through any agency at the risk and cost of the contractor.

22. INSURANCE:

TCIL shall take CAR Policy of insurance for the project and shall deduct 0.70% from their bills towards insurance.

Contractors shall arrange the workman compensation, policy and insurance for their tools, plants and equipment directly from the insurance companies.

In case of damages, the contractor shall submit the claim to the insurance company along with required documents in time. If the case is not submitted in time and claim becomes time barred, it shall be the responsibility of the contractor.

Claim settled by the insurance company shall be passed on to the contractor.

FORM OF AGREEMENT

THE AGREEMENT made on _____ day of _____ 2008 between the TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED., NEW DELHI (hereinafter called the "TCIL") of one part and M/s. _____ (hereinafter called the "contractor") of the other part.

Whereas TCIL is desirous that Contractor shall execute and maintain the Rural Roads in MP/Chhattisgarh vide tender No. _____.

NOW THIS AGREEMENT WITNESSETH as follow:

1. In the Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract thereinafter referred to
2. The following standard documents in addition to the documents attached with NIT, shall be deemed to form and be read and construed as part of Agreement viz.
 - (a) Tenderer's offer
 - (b) The Conditions and Specifications of the client.
 - (c) The Letter of Acceptance.
 - (d) Negotiation letter (If any).
3. In consideration of the payments to be made by TCIL to the tenderer, the tenderer hereby covenants with TCIL to execute complete and maintain the works in conformity in all respects with the provisions of the contract.
4. TCIL hereby covenants to pay the tenderer in consideration of execution, completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

IN WITNESS whereof parties have hereunto set their respective hands and seals the day and year first above written.

For & on behalf of the TCIL

For & on behalf of the Tenderer

FORM OF BID

(To be submitted on the letter head of the tenderer)

Date : _____

General Manager (RR)

Telecommunications Consultants India Ltd
3rd Floor, TCIL Bhawan,
Greater Kailash,
New Delhi – 110048

Subject : Tender No. _____

Dear Sir,

I/We offer to execute the works in the tender No. _____ in _____ district for the road from _____ to _____ and remedy any defects therein, and carry out the work in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities, at the **RATES** _____ % **Above / Below** on construction items on TCIL schedule of rates attached with the tender documents.

For routine maintenance I agree to maintain the roads for a period of 5 years at the rates prescribed in the annexure II of the contract.

Our offer shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders.

We undertake to submit the Performance Bank guarantee within one week of receipt of the letter of award from TCIL.

If TCIL so desires, it can split the tender in various components/(Labour, Material & Machinery) by keeping the overall contract price equivalent to the quoted offer.

Signature of Tenderer