

TENDER

FOR

MACHINERY

FOR

ROAD WORK

Tender No. TCIL/RR/ 2007

TERMS AND CONDITIONS

All materials mentioned in the tender shall be as per prescribed terms and conditions, specifications.

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.

Nothing extra shall be paid on account of any discrepancy in nomenclature of item. The tenderer shall 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 split the material to more than one agency and increase or decrease the quantity without assigning any reason.

1. **EARNEST MONEY:**

EMD as per the following details shall be submitted in the form of **Demand Draft** along with the tender in favour of TCIL New Delhi.

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| • Tenders valuing upto 5 Lacs. | Rs. 5000/- |
| • Tenders valuing 5 Lacs and upto 10 Lacs | Rs. 10,000/- |
| • Tenders valuing 10 Lacs and upto 25 Lacs | Rs. 25,000/- |
| • Tenders valuing 25 Lacs and upto 50 Lacs | Rs. 50,000/- |
| • Tenders valuing 50 Lacs and upto 1 Crore | Rs. 50,000/- |
| • Tenders valuing 1 Crore and upto 2.5 Lacs | Rs. 50,000/- |

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. **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.

4. **SPECIFICATIONS**

The Machinery shall be conform to IS specifications. The Machinery to be supplied shall be of the best quantity and high standard.

5. **INSPECTION & TESTING**

The Machinery shall be inspected on receipt at destinations and supplier shall be responsible for any damage during the transit of goods.

6. WARRANTY

The supplier shall unconditionally guarantee that the equipments supplied shall:-

- a) Be in satisfactory working order and free from all defects including defects arising out of inferior materials faulty and inferior workmanship.
- b) Be of highest quality and fit for the purpose for which they are intended.
- c) Strictly comply with Technical Specifications.

Whereas defects are found in goods, the supplier shall bear all costs including freight and the replacement of the defective goods within a period of one year from the date of supply without any cost to TCIL.

7. PAYING AUTHORITY

Project Director
TCIL,
L-25, Anupam Nagar,
Near TV Tower, Raipur.
Phone: 0771-4041201, 09425590162

8. PAYMENT TERMS

- a) 80% payment shall be made against delivery of equipment to site on submission of invoice and relevant tax paid documents.
- b) Balance 20% shall be released within 30 days of completion of the full supply.

c) No payment will be made for goods rejected on testing.

9. CONSIGNEE

<p>Project Director TCIL, L-25, Anupam Nagar, Near TV Tower, Raipur. Phone: 0771-4041201, 09425590162</p>
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10. DELIVERY SCHEDULE

The Delivery of the Machinery at destinations along with all necessary catalogues and manuals of the equipment be made within 30 days from the date of Purchase Order. The delivery period as mentioned in the purchase order shall be deemed to be the essence of the contract. Any failure on adherence to delivery schedule will invoke the liquidated damages clause. In case if required by the consignee the demonstration shall have to be carried out by the supplier.

11. PERFORMANCE BANK GUARANTEE

Supplier shall provide Performance Bank Guarantee (Proforma enclosed) in favour of Telecommunications Consultants India Limited., for 10% (ten percent) of the total value of the order valid up to and of warranty period from any scheduled Bank in India. The guarantee shall be given within 10 days of date of issue of Purchase Order. In case of any default in performance of the Purchase Order or for any amount due to TCIL, which supplier has failed to pay, TCIL can recover the amount by invoking the Performance Bank Guarantee. The Guarantee shall be from any Scheduled Bank having a branch in New Delhi. The Proforma for the PBG is enclosed with the Purchase Order.

12. LIQUIDATED DAMAGES

Liquidated damages shall be charged @ 2% of the P.O. value, per week or part thereof up to the maximum of 10% of the P.O. value. Once the maximum is reached, TCIL may consider termination of the contract and in addition to liquidated damages claim compensation for actual whole damages for purchase at the supplier risk and cost.

13. CLAIMS

1. If the Material supplied are found to be off size and shape different than those contracted and are of specifications lower than those stipulated in this contract, TCIL shall have right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which is rejected. The Supplier shall reimburse to TCIL, the actual expenditure on such goods by way of cost, freight, insurance, loading, warehouse charges, testing charges and legal cost within 15 (fifteen) days of its demand. The Supplier shall be responsible for arranging the rejected goods to be removed at his cost from TCIL / Sites, if so desired by TCIL.
2. The Supplier shall also compensate for losses, if any, sustained by TCIL due to defective packing and/or marking of the goods not in accordance with the terms of the Contract.
3. The Supplier shall also compensate for loss, on account of shortage in actual quantity received vis-à-vis that indicated in the Delivery Note/Transporter's Receipt.

14. 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.

15. 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.

16. 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.

17. FORCE MAJEURE:

- a) Apart from and in 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, lightning 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 of the order, or the enactment of new legislation whereby the obligations of the supplier become more onerous.

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. 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.

