

TENDER

FOR

CONSTRUCTION OF

BOX CULVERT AND TOE WALL ON

KANDARIYA TO ERWAS

AND

UJJAIN FATEHABAD ROADS

IN UJJAIN

Tender No. TCIL/RR/IND/NIT/2008/01

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 as specified in the Bill of Quantity 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.

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:**

4 (Four) months i/c rainy season. The time of completion shall be considered from 7th day after the award of work.

9. **PAYMENT TERMS:**

A) Payment Terms: Payment to the agency shall be on back to back basis i.e. on receipt of the payment from client, corresponding payment shall be released by TCIL to the agency. In case the agency 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 subject 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. **Deleted**

11. **BILL OF QUANTITY AND RATES:**

The value of work to be executed for the box culvert and toe wall given in the Bill of Quantity is approximate. Quantities can increase or decrease during actual execution. Final quantities shall be as accepted, approved and paid 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 Cement/Steel shall be procured by TCIL from any other source on the request of the agency, the same shall be purchased and sold to it by TCIL at the 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, 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 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 its 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 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.

PKG MP 4310 - BOX CULVERT AND TOE WALL
ROAD: Ujjain Fatehabad road; Kandariya to Erwas road
BILL OF QUANTITY

SOR Item No.	Item description	Unit	Unit rate, Rs.	Estimated quantity	Amount, Rs.
4.1	Granular Sub-base with Well Graded Material (CBR 20 or more) (Table 400.1)				
	Construction of granular sub-base by providing well graded material having CBR \geq 20, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with vibratory rollers of 80 to 100 kN static weight to achieve the desired density, complete as per Technical Specification Clause 401 for gradings mentioned in table 400.1				
	(B) River bound materials	cum	255.00	65	16,575.00
4.5	Water Bound Macadam Sub-base/base with stone screening				
	2) WBM Grading 2				
	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with smooth wheel roller 80-100 kN in stages to proper grade and camber, applying and brooming, stone screening/binding materials to fill-up the interstices of coarse aggregate, watering and compacting to the required density grading 2 as per Technical Specification Clause 405.	Cum	545.00	10	5,450.00
6.1	Cement Concrete Pavement M 30				

	Construction of un-reinforced, dowel jointed at expansion and construction joint only, plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement or any other type as per Clause 1501.2.2 M30 (Grade), coarse and fine aggregates conforming to IS:383, maximum size of coarse aggregate not exceeding 25 mm, dowel bars 25mm dia and 500mm long @25cm c/c or as per design, mixed in a concrete mixer of not less than 0.2 cum capacity and appropriate weigh batcher using approved mix design, laid in approved fixed side formwork (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the formwork as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying debonding strips, primer, sealant, dowel bars, near approaches to bridge/culvert and construction joints, admixtures as approved, curing of concrete slabs for 14-days, using curing compound (where specified) and water finishing to lines and grade as per drawing and Technical Specification Clause 1501	cum	2,738.00	30	82,140.00
11.1	Excavation for Structures				
	Earthwork in excavation for structures as per drawing and technical specifications Clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50 m, dressing of sides and bottom and backfilling in trenches with excavated suitable material.				
	I. Ordinary soil				
	(i) Upto 1.5 m depth	cum	54.00	700	37,800.00
	(ii) 1.5 m to 3 m depth	cum	73.00	300	21,900.00
11.2	Filling in foundation trenches as per drawing and technical specification Clause 305.3.9				
	III. Earth filling	cum	47.00	190	8,930.00

11.4	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203				
I.	P.C.C grade M 10				
(i)	Nominal mix 1:3:6 with 40 mm and down graded metal	cum	1,761.00	443	780,123.00
II.	P.C.C grade M 15				
(i)	Nominal mix (1:2.5:5) with 40 mm and down graded metal	cum	1,798.00	37	66,526.00
IV.	R.C.C grade M 20 with 20 mm and down graded metal	cum	2,192.00	26	56,992.00
12.5	Plain/reinforced cement concrete in substructure complete as per drawings and technical specification Clauses 802, 804, 805, 806, 807, 1202 and 1204				
IV.	R.C.C grade M 20	cum	2,315.00	34	78,710.00
12.6	Supplying, fitting and placing HYSD bar reinforcement (Fe 415) in substructure complete as per drawings and technical specification Clauses 1002, 1005, 1010 & 1202	†	30,739.00	8.500	261,282.00
12.9	Providing weepholes in brick masonry/stone masonry, plain/reinforced concrete abutment, wing wall, return wall with 100 mm dia AC pipe extending through the full width of the structures with slope of 1(V):20(H) towards drawing face complete as per drawing and technical specification Clauses 614, 709, 1204.3.7	Nos.	64.00	32	2,048.00
12.10	Backfilling behind abutment, wing wall and return wall complete as per drawings & technical specification Clause 1204.3.8				
I)	Granular material	cum	235.00	80	18,800.00
12.14	Providing pressure relief pipes 100 mm dia in bottom slab of box cell on a filter media base of 500 mm x 500 mm as per drawing and technical specification Clause 1205.5.7	Nos.	152.00	9	1,368.00
13.1	Providing and laying reinforced cement concrete in superstructure as per drawing and technical specifications Clauses 800, 1205.4 and 1205.5				
I.	R.C.C grade M 20				
(i)	For nominal mix 1:2:4	cum	2,525.00	30	75,750.00

14.1	Providing and laying boulder apron for bed protection with stone boulders of minimum size and weight as per Table 1300.1, no fragment weighing less than 25 kg laid dry complete as per drawing and technical specifications Clause 1301	cum	355.00	35	12,425.00
	Estimated cost at SOR (July '05)				1,526,819.00

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 _____ in MP 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 thereafter 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 TCIL

For & on behalf of the Tenderer

FORM OF BID**(To be submitted on the letter head of the tenderer)**

Date: _____

Project Director
Telecommunications Consultants India Ltd
221 AH Scheme 54
Vijay Nagar
Indore – 452010 (MP)

Subject : Construction of box culvert (3x3 – 3 cells) and toe wall (100m) on Kandariya to Erwas and Ujjain Fatehabad roads in Pkg MP 4310 in Ujjain under Tender No. TCIL/RR/IND/NIT/2008/01.

Dear Sir,

I/We offer to execute the works of Construction of Box culvert and toe wall in the Tender No. TCIL/RR/IND/NIT/2008/01 on Kandariya to Erwas and Ujjain to Fatehabad roads in Ujjain 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** the estimated cost based upon MPRRDA SOR of July 2005.

The rates herein shall remain valid for all items of the SOR that need to be executed for the completion of the works.

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.

Signature of Tenderer