



**Telecommunications Consultants India Limited  
(A Government of India Enterprise)**

**TENDER DOCUMENTS**

**FOR**

**CONSTRUCTION OF CROSS DRAINAGE WORK (PIPE  
CULVERTS) ON BINA – KURWAI – SIRONJ ROAD IN  
MADHYA PRADESH**

**TENDER NO. TCIL/BPL/NIT/BKS/10-11/CIVIL/04**

**Telecommunications Consultants India Ltd.  
142, Rohit Nagar, E-8 (Extn.)  
Arera Colony, Bhopal  
Ph. 0755 – 4009901, 2, 4, 4 & 6  
Fax. 0755 - 4295734 Email: [tcil@tcil-india.com](mailto:tcil@tcil-india.com)**



## Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)  
142, Rohit Nagar, Phase-I,  
E-8 (Extn), Arera Colony,  
Bhopal



### INVITATION FOR BID (IFB)

NO: **TCIL/BPL/NIT/BKS/10-11/CIVIL/04**

**NAME OF WORK : Construction of cross drainage (Pipe Culverts) work on  
Bina – Kurwai – Sironj road in Madhya Pradesh.**

TCIL invites sealed Tenders from experienced firms/organizations for **Construction of cross drainage (Pipe Culverts) work on Bina – Kurwai – Sironj road in Madhya Pradesh.**

The bid documents will be available on payment of Rs. 400/- from the office of The Project Director (Bhopal), 142, Rohit Nagar, Phase – I, E-8 (Extn), Arera Colony, Bhopal, Madhya Pradesh from 05.04.2011. Last date of submission of tenders is 05.04.2011 up to 3:00 pm at the following address.

The bidding documents can also be down loaded from TCIL web site [www.tcil-india.com](http://www.tcil-india.com). The agencies down loading documents from TCIL website shall submit DD for Rs. 400/- towards tender cost along with technical bid.

**The Project Director**

142, Rohit Nagar, Phase-I,  
E-8 (Extn), Arera Colony,  
Bhopal  
T. No. : 0755 – 4009901, 2, 4, 6  
Fax No. : 0755 – 4297534  
Email : [akkataria2008@gmail.com](mailto:akkataria2008@gmail.com)

Tender No. : **TCIL/BPL/NIT/BKS/10-11/CIVIL/04**

Last date of sale of  
Tender Documents : 05.04.2011 2011 Up to 12:00 Hrs.

Date of receipt of Tender : 05.04.2011 Up to 15:00 Hrs.

Date of opening : 05.04.2011 2011 at 15:30 Hrs.

- Earnest Money Deposit : EMD for Rs 25000/- (Rupees Twenty Five Thousand only) by D/D issued by any Nationalised/scheduled bank in favour of **“Telecommunications Consultants India Ltd”, payable at Bhopal (MP).**
- Cost of Tender Documents : Rs. 400/- by DD in favour of **Telecommunications Consultants India Ltd. payable at Bhopal (Non refundable)**
- Time of Completion : six months from 10th day after date of issue of letter of award
- Defect Liability Period : 12 Months from the date of issue of completion certificate. .

**The Project Director**

142, Rohit Nagar, Phase-I,  
E-8 (Extn), Arera Colony,  
Bhopal

T. No. : 0755 – 4009901, 2, 4, 6

Fax No. : 0755 – 4297534

Email : [akkataria2008@gmail.com](mailto:akkataria2008@gmail.com)

## INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

### (1) Eligibility Criteria:

Experience of having successfully completed similar works during last 7 years ending 31.12.2010 should be either of the following: -

a. Three similar works each completed and each costing not less than 40% of the estimated cost

OR

b. Two similar works each completed and each costing not less than 50% of the estimated cost

OR

One similar work completed and costing not less than 80% of the estimated cost.

The bidder has average annual turnover of Rs 12.5Lakhs per year in the last three financial years ending 31.03.2010.

**“Similar Work” means the Cross Drainage Works/road works**

The contractor should be registered with Works Contract Cell of the Sales Tax Department.

### 2. Submission of offer:

a) Agency shall submit his offer in two envelopes marking “Envelop No. 1 (Technical Bid)”. Envelope No. 1 shall contain EMD, tender cost and documents in support of Eligibility of the agency as per para No. 1 above. Entire tender documents duly signed either purchased from TCIL office or downloaded from website.

b) Envelope No. 2 marked “Price Bid” shall contain the Financial Offer. Financial Offers of those agencies shall be opened who meet the eligibility criteria.

c) Envelops containing ‘Technical Bid’ and “Price Bid” shall be put together in one Envelope marked “Offer for Tender No. **TCIL/BPL/NIT/BKS/10-11/CIVIL/04**”

3. Items mentioned in the tender shall be as per prescribed terms and conditions and Technical specifications.

4. 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.

5. 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.
6. Any cutting, overwriting etc. in tender must be signed by the tenderer.
7. TCIL reserves the right to split the order to more than one agency and increase or decrease the quantity without assigning any reason.

8. **EARNEST MONEY:**

EMD amounting to Rs.25,000/- shall be submitted in the form of Demand Draft along with the tender in favour of **“Telecommunications Consultants India Ltd payable at Bhopal, Madhya Pradesh.”**

9. **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.

10. **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 awarded to him under the tender.

11. **TECHNICAL SPECIFICATIONS**

The work shall conform to MOSRTH specifications and Technical specifications of MPRDC.

## **12. INSPECTION & TESTING**

All prescribed tests as per requirement of TCIL/IQCC shall be conducted by the contractor. For this purpose testing lab, Lab Equipments/Lab staff and consumables shall be provided by TCIL. The contractor shall associate for arranging tests including bringing the materials to be tested from site of work to TCIL camp or from TCIL camp to site of work as the case may be at his cost. Any delay in carrying out of tests resulting in delay in execution of work shall be on contractor's account.

## **13. WARRANTY**

The supplier shall unconditionally guarantee that the works executed shall:-

- a) Be in satisfactory condition 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 works, the Contractor shall bear all costs including freight and the replacement of the defective works within a period of one year from the date of completion certificate without any cost to TCIL.

## **14. PAYING AUTHORITY**

### **The Project Director**

142, Rohit Nagar, Phase-I,  
E-8 (Extn), Arera Colony,  
Bhopal

T. No. : 0755 – 4009901, 2, 4, 6

Fax No. : 0755 – 4297534

## **15. PAYMENT TERMS**

- a) 95% payment shall be made against satisfactory execution of work on certification by TCIL Engineering staff and IQCC that the work has been executed at site as per technical specifications on submission of bill.
- b) Balance 5% shall be withheld towards performance security and shall be released within a period of one month from the date of completion of whole work.

c) No payment will be made for works rejected by TCIL/IQCC.

d) 1% Labour cess shall be recovered from running / Final bills.

## **16. TIME OF COMPLETION**

Time of completion of work is six months which shall be reckoned from 15th day from the date of issue of letter of award.

## **17. SUPPLY & INSTALLATION OF MATERIALS**

### **17.1 SUPPLY & INSTALLATION SCHEDULE**

The time period for completion of work shall be six months from 10th day from the date of issue of award letter. The Completion period as mentioned in the award letter shall be deemed to be the essence of the contract. Any failure on adherence to schedule will invoke the liquidated damages clause.

### **17.2 SITES**

The work shall be carried out at Bina – Kurwai – Sironj Road.

## **18. IMPLEMENTATION SCHEDULE**

The agency shall supply required labour /infrastructure required for execution of works as per BOQ and other provisions of tender documents for its completion progressively as per the time schedule of TCIL and as per requirement of TCIL. For this purpose the agency shall finalize a work schedule with TCIL Engineer on award of work which shall be binding on the contractor.

## **19. PERFORMANCE SECURITY**

Contractor shall provide Performance Bank Guarantee (Performa enclosed) in favour of Telecommunications Consultants India Limited., for 5% (five percent) of the contract price valid up to 12 months of warranty period from any scheduled Bank in India or in the form of Demand Draft in favour of

Telecommunications Consultants India Ltd payable at Nabha. The performance security shall be given within 10 days of date of issue of Award letter . In case of any default in performance of the Work or for any amount due to TCIL, which Contractor has failed to pay, TCIL can recover the amount by invoking the Performance Bank Guarantee.. The Performa for the PBG is enclosed with the award letter.

## **20. LIQUIDATED DAMAGES**

Liquidated damages shall be charged @ 1% of the Contract price, per week or part thereof up to the maximum of 10% of the Contract price. Once the maximum is reached, TCIL may consider termination of the contract and get the work executed at the risk and cost of contractor.

## **21. VARIATION :**

The quantities given in the BOQ can be increased/decreased by plus/minus 25% . at the quoted/negotiated rates of the bidder.

## **22. CLAIMS**

1. If the work Executed 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 works and/or to prefer a claim for compensation for the part of work, which is rejected. The Contractor shall reimburse to TCIL, the actual expenditure on such work by way of cost, freight, insurance, loading, warehouse charges, testing charges and legal cost within 15 (fifteen) days of its demand. The Contractor shall be responsible for arranging the rejected work to be removed at his cost from TCIL / Sites, if so desired by TCIL.

2. The Contractor 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 Contractor 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.

## **23 RATES**

**The contractor shall quote rates for both the BOQ attached with the tenders. The works will be carried out as per actual requirement at site.**

### **23.2 TAXES:**

The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, VAT, duties, royalties, cess, labour 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, cess, labour cess, Royalty charges and other tax/ or duty (as applicable) on contract as a whole or part thereof.

## **24. 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.

## **25. 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 contractor 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 contractor 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 contractor become more onerous.

**26. 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.

**27. 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 complete the supply through any agency at the risk and cost of the contractor.

## **TECHNICAL SPECIFICATIONS**

The work shall conform to MOSRTH specifications and Technical specifications of MPRDC.