

TENDER

FOR

Shifting of utilities of Electrical Lines and Poles on Bina – Kurwai – Sironj BOT Road Project in the State of Madhya Pradesh

(From CH 45+200 to 54+800, 54+800 to 57+600 & 54+800 to 57+600)

Tender No. TCIL/BPL/NIT/BKS/10-11/ELECTRICAL/01

NOTICE INVITING TENDER

Sub: Shifting of utilities of Electrical Lines and Poles on Bina – Kurwai – Sironj BOT Road Project in the State of Madhya Pradesh (From CH 45+200 to 54+800, 54+800 to 57+600 & 54+800 to 57+600)

Sealed offers are invited from contractors registered in MP Licensing Board (Electric Class 'A') in the states of Madhya Pradesh. Bidder may submit their offer for complete work indicating the overall percentage on schedule of rates applicable to TCIL within which all the components of the work can be executed.

The tenders along with terms and conditions can be obtained free of cost from the under mentioned offices of TCIL.

Tender No.	:	TCIL/BPL/NIT/BKS/10-11/ELECTRICAL/01
Last date of sale of Tender Documents	:	09.05.2011 Up to 12:00 Hrs.
Date of receipt of Tender	:	09.05.2011 Up to 15:00 Hrs.
Date of Technical Bid opening	:	09.05.2011 at 15:30 Hrs.
Earnest Money Deposit	:	EMD for Rs 25,000/- (Rupees Twenty Five thousand only) by D/D issued by any Nationalised/scheduled bank in favour of “Telecommunications Consultants India Ltd”, payable at Bhopal.
Cost of Tender Documents	:	Rs. 400/- by DD in favour of Telecommunications Consultants India Ltd. payable at Bhopal (Non refundable)
Time of Completion	:	4 Months from 10 th day after date of issue of letter of award

Project Director,
Telecommunications Consultants India Limited,
142, Rohit Nagar, Phase-I,
E-8 (Extn), Arera Colony,
Bhopal
Tel: 0755 – 4009901, 2, 3, 4, & 6
Fax: 0755-4295734

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 MPRDC/MPMKVVCL 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 MPRDC. The tenderer shall read and is deemed to have read the said entire terms conditions and specifications between TCIL and MPRDC and it shall be understood that works will have to be executed as per the CONDITIONS AND SPECIFICATIONS of MPRDC/MPMKVVCL.

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 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.

1. **EARNEST MONEY:**

Rs.25,000/- by Demand Draft Payable at Bhopal in favour of Telecommunications Consultants India Ltd.

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 15 days 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 one year in addition to the time of completion of works and shall not be released before end of the defect liability period of one year after issue of completion certificate.

6. **PRICES:**

The prices are to be submitted in the formats given in the FORMAT for Financial Bid.

The percentage (above / Below) quoted on the estimated rates submitted by the tenderer are to remain fixed for the entire work 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.

7. **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, Royalty charges, Labour Cess 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 including rainy season. The time of completion shall be considered from 15th day after the date of award of work.

9. **PAYMENT TERMS:**

Payments shall be made as under:

- a. 6% towards security deposit shall be deducted which shall be released along with Performance Guarantee within one month after date of completion of defect liability period of one year.
- b. Balance 94% after all statutory deductions shall be paid within 10 days from the receipt of corresponding payment from MPRDC on certification of works by Independent Engineer MPRDC and representative of MPMKVVEL and TCIL.
- c. In case MPRDC deducts / with holds some payment due to checking or defective work, the same shall also be deducted/withheld from the contractor's bill.

10. **SCHEDULE OF QUANTITY AND RATES:**

The value of work to be executed for each section given in the BOQ is approximate. The quantities can increase or decrease during actual execution. Final quantities shall be as accepted and approved by MPRDC/MPMKVVCL authorities. The rates submitted by the tenderer shall remain valid and fixed for the entire duration of the contract. If there is any increase/decrease in rates paid by MPRDC at any stage during execution of project, the same

shall be passed on to the contractor after deducting the % above / below quoted by the contractor and after statutory deduction.

11. **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.

12. **PAYING AUTHORITY:**

The payment shall be released by the Project Director in Bhopal.

13. **LIQUIDATED DAMAGES:**

Liquidated damages shall be payable for any delay due to the reasons attributable to the contractor at the rate of 1% per week or part thereof subject to the maximum of 10% of the contract value.

14. **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.

15. **AGREEMENT:**

After acceptance of the tender, the tenderer shall enter into an agreement with TCIL.

16. **SUPPLIER'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.

17. 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.

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

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.

20. INSURANCE :

TCIL shall take CAR Policy of insurance for the project and shall deduct 0.7% 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.

FORM OF BID

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

Date :

Project Director
Telecommunications Consultants India Ltd
142, Rohit Nagar, E-8, (Extn.) Arera Colony,
Bhopal

Subject : **Shifting of utilities of Electrical Lines and Poles on Bina – Kurwai – Sironj
BOT Road Project in the State of Madhya Pradesh (From CH 0+000 to
CH 16+800)**

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 routine maintenance in conformity with the conditions of Contract,
specifications, drawings, Bill of Quantities, at the **RATES** %
Above/Below estimated of rates provided in the bill of quantities.

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 fifteen days of
receipt of the letter of award from TCIL.

Signature of Tenderer

PERFORMANCE BANK GUARANTEE (FORMAT)

M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as "TCIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s. _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named Supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signature
Manager**

Seal of Bank