



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

TENDER DOCUMENTS

FOR

**Supply and Commissioning of Lab Equipments at Kurwai for
Bina – Kurwai – Sironj Road Project in the state of M. P.**

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

**Telecommunications Consultants India Ltd.
142, Rohit Nagar, E-8 (Extn.)
Arera Colony, Bhopal
Ph. 0755 – 4009901, 2, 4, 4 & 6
Fax. 0755 - 4295734**



Telecommunications Consultants India Ltd.

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



INVITATION FOR BID (IFB)

Tender No : **TCIL/BPL/NIT/BKS/10-11/CIVIL/10**
Name of work : **Supply and Commissioning of Lab Equipments at Kurwai for Bina – Kurwai - Sironj Road Project in the state of M. P.**

The bid documents will be available on payment of Rs. 400/- from the following office of Telecommunications Consultants India Limited. Last date of submission of tenders is 10.05.2011 up to 3:00 pm at following office. The bidding documents can also be down loaded from TCIL web site 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.

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

Tender No. : **TCIL/BPL/NIT/BKS/10-11/CIVIL/10**
Last date of sale of Tender Documents : 10.05.2011 Up to 12:00 Hrs.
Date of receipt of Tender : 10.05.2011 Up to 15:00 Hrs.
Date of opening : 10.05.2011 at 15:30 Hrs.

Earnest Money Deposit : EMD for Rs 10000/- (Rupees ten thousand only) by D/D issued by any Nationalized/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 : 45 Days from 15th day after date of issue of letter of Purchase Order

Defect Liability Period : 12 Months from the date of completion of supply

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INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

(1) Eligibility Criteria:

Experience of having successfully completed similar works during last 5 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 2.5 Lakhs per year in the last three financial years ending 31.03.2010.

“Similar Work” means the Supply of Lab. Equipments.

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
 - (i) EMD, tender cost and documents in support of Eligibility of the agency as per para No. 1 above.
 - (ii) Entire tender documents duly signed either purchased from TCIL office or downloaded from website.
 - (iii) Complete features and specifications of the Supply and Commissioning of Lab Equipments offered.
- 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/10**”

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.10,000/- shall be submitted in the form of Demand Draft along with the tender in favour of “**Telecommunications Consultants India Ltd payable at Bhopal.**”

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 Material shall conform to I.S.I. specifications and shall be of the best quality, high standard and branded materials.

12. INSPECTION & TESTING

The Material shall be inspected on receipt at destinations and supplier shall be responsible for any damage during the transit of goods. DGS&D test certificate shall be enclosed with each supply.

13. WARRANTY

The supplier shall unconditionally guarantee that the Material supplied 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 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.

14. PAYING AUTHORITY

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

- a) 90% payment shall be made against satisfactory delivery of materials at destination in good condition as per BOQ & Technical specifications at site on submission of invoice and relevant documents and on submission of DGS&D test certificate.
- b) Balance 10% shall be released within three months of completion of supply progressively.
- c) No payment will be made for goods rejected on testing.
- d) Performance Bank Guarantee will be released on expiry of warranty period i.e. one year from the date of completion of contract.

16. SUPPLY & INSTALLATION OF MATERIALS

16.1 SUPPLY & INSTALLATION SCHEDULE

The supply of materials at destinations along with all necessary documents of the materials be made within 6 months progressively from 15th day from date of award letter. The supply 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.

16.2 PLACE OF SUPPLY AND INSTALLATION

The materials are to be supplied at site of Bina – Kurwai – Sironj in Madhya Pradesh. Final destinations shall be informed progressively during the currency of the contract.

The agency before dispatching material shall confirm from engineer the exact destination where the delivery is to be made. In case of delivery at places not confirmed by the engineer shall result in re-shifting of the pipes and nothing extra shall be paid on this account. Delay if any due to delivery of pipes at destination other than confirmed by the engineer shall be on contractors account.

17. PACKING OF GOODS

The supplier shall provide such packing of the goods as is required to prevent their damages or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

18. PERFORMANCE BANK GUARANTEE

Supplier shall provide Performance Bank Guarantee (Performa enclosed) in favour of Telecommunications Consultants India Limited., for 10% (ten percent) of the total value of the order valid up to 6 months plus 12 months of warranty period from any scheduled Bank in India. The guarantee shall be given within 15 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 Performa for the PBG is enclosed with the Purchase Order.

19. LIQUIDATED DAMAGES

Liquidated damages shall be charged @ 1% 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.

20. VARIATION

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

21. 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 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.

22. 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.

23. 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.

24. 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 of the order, or the enactment of new legislation whereby the obligations of the supplier become more onerous.

25. 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.

26. 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.

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