



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

TENDER DOCUMENTS

FOR

**SUPPLY INCLUDING TRANSPORTATION, LOADING
UNLOADING AND STACKING AT SITE 75 CLASS DESIGNATION
BRICKS ON BINA – KURWAI – SIRONJ BOT ROAD PROJECT**

TENDER NO. TCIL/BPL/NIT/BKS/10-11/CIVIL/14

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

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1 ELIGIBILITY CRITERIA:

Experience of having successfully Supplied Similar Materials as per BOQ during last 7 years ending 31.03.2011

2. SUBMISSION OF OFFER:

- a) Agency shall submit his offer in Single envelop
 - (i) Entire tender documents duly signed either purchased from TCIL office or downloaded from website.
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. VALIDITY OF OFFERS:

The tenderer agrees that the rates submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the tenders.

9. ACCEPTANCE OF TENDERS:

The acceptance of tender will rest with Project 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.

10. TECHNICAL SPECIFICATIONS

The material to be supplied shall conform to CPWD specifications.

11. WARRANTY

The agency shall unconditionally guarantee that the Material Supplied shall:-

- a) Be in satisfactory condition and free from all defects.
- 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 material, the agency shall bear all costs including cost towards replacement of material including loading unloading & Transportation.

12. PAYING AUTHORITY

Project Director,
Telecommunications Consultants India Limited,
House No.118, Phase-IV, Arihant Hills,
Arihant Vihar Colony,
Vidisha.
Tel./Fax. 07592 – 233140

13. PAYMENT TERMS

- a) 100% payment shall be made against satisfactory delivery of materials as per BOQ & Technical specifications at site on submission of Bill duly certified by Engineer-In-Charge.
- b) No payment will be made for goods rejected on testing by TCIL.

14. LIQUIDATED DAMAGES

Liquidated damages shall be charged @ 0.5% 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.

15. VARIATION:

The quantities given in the BOQ can be increased/decreased by plus/minus 50% at the quoted/negotiated rates of the bidder.

16. CLAIMS

1. If the works 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 goods and/or to prefer a claim for compensation for the part of goods, which is rejected. The works shall reimburse to TCIL, the actual expenditure on such goods by way of cost,. The agency shall be responsible for arranging the rejected works to be rectified at his cost, if so desired by TCIL.
2. The Supplier shall also compensate for losses, if any, sustained by TCIL due to defective works
3. The Supplier shall also compensate for loss on account of shortage in materials issued to the Supplier i.e. actual quantity received vis-à-vis that indicated in the Delivery Note/Transporter's Receipt.

17. LABOUR LAWS:

The Supplier shall follow and implement all labour laws applicable on the date of submission of tender or any amendment during the currency of contract. Any compensation to labour due to any accident/injury shall be the responsibility of the Supplier.

18. 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.

19. 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, lightening 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 of 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.

20. 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 Supplier'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 Supplier's design are the responsibility of the tenderer.

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 complete the work through any agency at the risk and cost of the Supplier.