



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

TENDER DOCUMENTS

FOR

**EXTRACTION AND TRANSPORTATION OF STONE
BOULDERS FROM STONE QUARRY AT BINA NADI
FOR BINA – KURWAI – SIRONJ ROAD PROJECT
IN MADHYA PRADESH**

TENDER NO. TCIL/BPL/NIT/BKS/10-11/Civil/09/23

**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/09/23**
Name of work : **Extraction and Transportation of Stone Boulders from stone quarry at BINA Nadi for Bina – Kurwai – Sironj Road Project in Madhya Pradesh**

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 30.05.2011 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,
142, Rohit Nagar, Phase-I,
E-8 (Extn), Arera Colony,
Bhopal
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Tender No. : **TCIL/BPL/NIT/BKS/10-11/CIVIL/09/23**
Last date of sale of Tender Documents : **06.06.2011 Up to 12:00 Hrs.**
Date of receipt of Tender : **06.06.2011 Up to 15:00 Hrs.**
Date of opening : **06.06.2011 Up to 15:30 Hrs.**

Earnest Money Deposit :

Interested party Should deposit EMD for an amount as per the following details in the form of Demand Draft issued by any Nationalized/scheduled bank in favour of **“Telecommunications Consultants India Ltd”, payable at Bhopal.**

Tender valuing upto 5 Lacs	Rs. 5000/-
Tender valuing 5 Lacs and upto 10 Lacs	Rs. 10,000/-
Tender valuing 10 Lacs and upto 25 Lacs	Rs. 25,000/-
Tender valuing 25 Lacs and upto 50 Lacs	Rs. 50,000/-
Tender valuing 50 Lacs and upto 1 Crore	Rs. 1,00,000/-
Tender valuing 1 Crore and upto 2.5 Crores	Rs. 2,50,000/-
Tender valuing 2.5 Crore and upto 5 Crores	Rs. 5,00,000/-

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 15th day after date of issue of letter of award

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INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA:

Experience of having successfully completed similar works during last 2 years ending 31.03.2011.

Similar works will be considered as breaking of rock / stone in quarry, stacking of stone and loading in trucks/ dumpers for transportation to crusher plant site.

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.
- 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/09/23**

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 120 days from the date of opening of the tenders.

9. 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.

10. AREA

Clear demarcated quarry area will be provided by TCIL on free of cost basis.

11. ROYALTY/DUTIES/TAXES

Rate quoted is excluding royalty or any other type of government taxes, duties, services tax etc and such expenses will be in our scope.

12. HIGH SPEED DIESEL

TCIL shall provide Diesel for work at the providing market rate and the cost of the Diesel including SBI PLR rate shall be recovered from the Bill.

13. PAYING AUTHORITY

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14. PAYMENT TERMS

- a) 95% payment shall be released by TCIL to Agency on submission of fortnightly bills within 5 days from submission of bills duly verified by TCIL Engineer/Project Manager.

b) 5% shall be released after completion for the awarded work.

15. QUANTITY

Weight of boulders from weighing bridge near crusher / TCIL premises will be the basis for quantity and the same shall be treated as final.

16. REPORTS

The agency will be submitting the daily progress reports of the material brought from quarry and the same will be counter signed by TCIL representative on daily basis.

17. INCOME TAX

Deduction of TDS & VAT shall be made as per Govt. M.P. Rules.

18. SCOPE OF WORK

a) Your scope of work include all work related to drilling, blasting, sizing and loading of rock up to max 450 mm down size of approved quality rock.

b) Supervision arrangement of skilled, technical and licensed manpower to carry this work, arrangement of Machinery & material used for this work order from authorized agency will be done by your end.

c) Estimated quantity is 125000 MT.

19. PERIOD

Period of contract for the above work shall be 4 months.

20. LEGAL FORMALITIES / CLEARANCE :

All statutory clearance for conducting the quarrying eg: Blasting Permission, DGMS Permission, NOC from local authority, village shall be obtained by TCIL from concerned Government Departments.

21. LOCAL PROBLEM

Any type of local problem / dispute, disturbance due to villagers, political interference or discontinuance of work due to blasting will be settled by TCIL and the cost for the same will be borne by TCIL.

22. TCIL will provide two rooms for labour office to contractor in TCIL camp including lightning arrangements

23. 10% soil content in Boulders coming from quarry shall be acceptable by TCIL.

24. PERFORMANCE SECURITY

Rs. 1.0 Lac shall be deposited by agency to TCIL as Security for the period of execution of work. Supplier shall provide Performance Security Deposit in favour of Telecommunications Consultants India Limited by Demand Draft payable at Bhopal.

25. 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 value for execution of work at the risk and cost of contractor.

26. VARIATION

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

27. TAXES:

The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, VAT, duties, labour cess, 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.

28. 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.

29. 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 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.

30. 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.

31. 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.