



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

TENDER DOCUMENTS

FOR

Name of Work: Supply including transportation, loading, unloading and stacking of different sizes of crushed aggregate, sand and bricks at site in Sector 63 Chandigarh.

Tender No.: TCIL/CHD/ MAT/08

Telecommunications Consultants India Ltd.
House No. 1665, Phase X,
Sector 64, MOHALI (Punjab)
Email: pdtcilchandigarh@gmail.com

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SECTION – 1

NOTICE INVITING TENDER

TCIL/05/CHD/CHB/MAT/01

Dated: 05.07.2011

NOTICE INVITING TENDER

Sealed tenders are invited from eligible/experienced bidders/firms/organizations/suppliers for the Work of **“Supply including transportation, loading, unloading and stacking of different sizes of crushed aggregate sand and bricks at site in Sector 63 Chandigarh”**.

Tender documents shall be available on TCIL from the office of **Project Director, TCIL, House No. 1665, Phase X, Sector 64, Mohali** on payment of non-refundable fee of Rs. 400.00 by Demand Draft in favour of **“Telecommunications Consultants India Ltd”** payable at **New Delhi/Chandigarh**.

Complete tender documents are also available on TCIL’s website, address given below:

<http://www.tcil-india.com>

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document in the form of a Demand Draft of Rs. 400.00 towards tender cost along with Technical Offer. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Eligibility Criteria:

1. Experience of having successfully completed similar works during the last 3 years ending March 2011 should be either of the following:
 - i) Three similar works each for quantity not less than 40% of the estimated quantity, or
 - ii) Two similar works each for quantity not less than 50% of the estimated quantity, or
 - iii) One similar work for quantity not less than 80% of the estimated quantity.

The Tenderer must submit supporting documents towards proof for the completed works.

2. The Tenderer must submit attested copies of the following documents:
 - i) VAT Registration Certificate in UT Chandigarh.
 - ii) PAN certificate.

Two stage bid system shall be adopted i.e., **Technical Offer** and **Price Offer**.

Tender document fee (when documents are downloaded from website) and EMD shall be part of Technical Offer.

The tenders shall be submitted in the office of TCIL Mohali on or before 15:00 hrs, on 18.07.2011

In the first stage, the Technical Offers shall be opened at 15:30 hrs, on 18.07.2011 in the presence of Tenderers or their authorized representatives present at the time of tender opening.

The Price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

**Project Director
TCIL Chandigarh**

SECTION – 2

DEFINITIONS

SECTION – 2

DEFINITIONS

- 2.1 **TCIL** stands for Telecommunications Consultants India Ltd., New Delhi.
- 2.2 **Tenderer** stands for the party submitting a tender offer against the tender documents purchased from TCIL or downloaded from web site and accompanied with a tender fee in a separate envelope.
- 2.3 **Agency** stands for the successful Tenderer whose tender has been accepted by TCIL for placement of work order.
- 2.4 **PD** means the Project Director appointed by TCIL to act on its behalf for the purpose of Contract.
- 2.5 **PM** means the Project Manager appointed by TCIL/PD to act on its behalf for the supervision of the execution of Contract.
- 2.6 **Client** stands for Chandigarh Housing Board (CHB)/Consultant appointed by CHB to act on its behalf for implementation of the works.
- 2.7 **Contract** stands for the agreement entered between TCIL and the Agency after acceptance of the tender.
- 2.8 **Main Contract** shall mean the Agreement entered between Client and TCIL.
- 2.9 **Defect Liability Period** is the time period, as stated in Section 3 – Instructions to Tenderer, from the date of completion of the work.
- 2.10 **Work** means all items as described in Section 6 - Bill of Quantity and Price Schedule needed to be executed for the completion of the Contract as per the scope of work.
- 2.11 **Date of Completion** means the actual date when the work has been completed by the Agency.
- 2.12 **Similar Work** means work supply of materials specified in the scope of work and the Bill of Quantity.
- 2.13 **Contract Value** means for the value of the work as stated in the Letter of Award or the actual certified value of works executed whichever is greater.
- 2.14 Other terms shall be as defined in the Main Contract.

SECTION – 3

INSTRUCTIONS TO TENDERER

SECTION – 3

INSTRUCTIONS TO TENDERER

3.1 Telecommunications Consultants India Limited (TCIL) is inviting you to tender for the works with details as under:

Name of work : Supply including transportation, loading, unloading and stacking of different sizes of crushed aggregate sand and bricks at site in Sector 63 Chandigarh

Tender No. : TCIL/CHD/MAT/O5

Date of submission of tender : 18.07.2011 up to 15:00 hrs in O/o PD TCIL Chandigarh.

Place of submission : O/o Project Director
T. C. I. L.
House No. 1665,
Phase X, Sector 64,
Mohali (Punjab)

Date of opening of tender (Technical Offer) : 18.07.2011 at 15:30 hrs at O/o of PD TCIL Chandigarh.

Time of completion : One year.

Defect liability period : One month from Date of Completion.

3.2 **Sealing and marking of tenders:**

The tenders must be submitted in two separate sealed envelopes as under:

Envelope 1 superscribed as “**Technical Offer**” shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the N.I.T.
- b) Original purchased/downloaded tender document duly signed and stamped on all pages.

Envelope 2 superscribed as “**Price Offer**” shall contain the Price Bid in the format as given in Section - 6 of the tender document.

A single sealed envelope containing both the envelopes i.e. Envelope 1 & Envelope 2 (both envelopes sealed separately) shall be addressed to TCIL at the following address:

Project Director
T. C. I. L.
House No. 1665,
Phase X, Sector 64,
Mohali (Punjab)

All the envelopes should be superscribed “**Tender No. TCIL/CHD/ MAT/08** for “**Supply including transportation, loading, unloading and stacking of different sizes of crushed aggregate sand and bricks at site in Sector 63 Chandigarh**” and also “**Do not open before 18.07.2011**”.

The tender may be sent by the Tenderers through Courier/Speed Post, with the envelope marked as above. The Tenderers must ensure that the tender is dispatched well in time so that the same is submitted before the date and time of submission stated in the NIT. TCIL shall not be responsible for any postal delays that may occur.

Alternatively, tenders may also be deposited by the Tenderers in the tender box kept in office of Project Director Chandigarh at the address stated above.

The tender box shall be sealed at the stipulated deadline for submission.

Unsealed tenders are liable to be rejected.

3.3 **Time of receipt and opening of tender:**

Tenders will be received up to 15:00 hrs. on the specified date stated in clause 3.1 above. Tenders received later than the time and date specified will be rejected even if they are dispatched before the specified date of submission of tender. Only **Envelope 1** of the tender shall be opened on same day at 15:30 hrs. in the presence of representatives of the Tenderer. In the event of the specified date of tender opening being declared a holiday for TCIL, the tenders will be opened at the appointed time and location on the next working day.

Price Offer of those Tenderers only shall be opened who meet the eligibility criteria as stated in clause 3.5 herein below. The Tenderers shall be notified about the date and time of opening of the Price Offer.

3.5 **Eligibility criteria:**

3.5.1 Experience of having successfully completed similar works during the last 3 years ending March 2011 should be either of the following:

- i) Three similar works each for quantity not less than 40% of the estimated quantity, or
- ii) Two similar works each for quantity not less than 50% of the estimated quantity, or
- iii) One similar work for quantity not less than 80% of the estimated quantity.

The Tenderer must submit supporting documents for the completed works.

3.5.2 The Tenderer must submit attested copies of the following documents:

- i) VAT Registration Certificate in UT Chandigarh.
- ii) PAN certificate.

3.5.3 Each Tenderer should further demonstrate availability (either owned or leased) of the following equipments for the work:

<u>S.No</u>	<u>Equipment</u>	<u>Qty.</u>
1	Dumpers/Truck (16-20 cum)	4 nos.

3.6 **Conditional tenders:**

Tenders must conform to such information as included conditions, specifications, lists and drawings. Conditional offers are liable to be rejected.

3.7 **Basis and interpretation of signing the tender form:**

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 the 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 signing of the tender form by the Tenderer shall be an acceptance of all stipulations and provisions of these conditions and associated documents as an integral part of the Contract. No provision in these general conditions shall be rendered inapplicable except only so far as these provisions are not consistent with provisions contained in any particular specifications, and Technical Conditions, in which case the latter shall be effective provision.

3.8 **Period of validity of tenders:**

The Tenderer agrees that tender once submitted before the specified tender submission date shall remain irrevocable and open for acceptance for a period of 90 days from the date of opening of tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, which are not acceptable to TCIL, TCIL without prejudice to any other right or remedy shall be at liberty to forfeit the EMD absolutely.

3.9 **Currency of payment:**

All payments including advances shall be made in Indian Rupees only.

3.10 **Taxes:**

- i) Sales Tax, Excise duty, Royalty or any other taxes i.e. labor cess or any new tax/future tax and/or duties on any matter in respect of the Contract shall be payable by the Agency and TCIL will not entertain any claim whatsoever.
- ii) The Tenderer should quote all inclusive rates including the liability of turnover tax, VAT, sales tax, excise duties, works tax, service tax etc. on Contract or any other applicable tax, royalty charges and as a whole or part thereof.
- iii) All royalty charges payable for minerals, materials like sand, moorum, GSB, stone metal, grit etc. procured by the Agency shall be payable by the Agency.
- iv) A copy of the proof of royalty charges paid, if any, by the Agency shall be submitted to TCIL whenever requested.

3.11 Clarifications:

- i) To assist in the examination, evaluation, and comparison of tenders, TCIL may, at its discretion, ask the Tenderer for clarification of his tender, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by TCIL in the evaluation of the tenders in accordance with Clause 3.13.
- ii) Subject to above clause, no Tenderer shall contact TCIL on any matter relating to its tender from the time of the tender opening to the time the work is awarded. If the Tenderer wishes to bring additional information to the notice of TCIL, it should do so in writing.
- iii) Any effort by the Tenderer to influence TCIL in the tender evaluation, tender comparison or work award decisions may result in the rejection of the Tenderers' bid.

3.12 Prices:

The Tenderers must fill in the rates along with total bid price both in figures and words in the Price Schedule given in Section – 6. Corrections, if any, must be made by crossing out, initialing, dating and rewriting.

3.13 Corrections of errors:

3.13.1 Tenders determined to be substantially responsive will be checked for any arithmetic errors.

Errors will be corrected as follows:

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

3.13.2 The amount stated in the tender will be adjusted by TCIL in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the tender will be rejected, and the EMD may be forfeited.

3.14 Acceptance of tender:

The acceptance of tender will rest with Chairman and Managing Director (CMD), 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 thereof. 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 under the tender.

TCIL reserves the right to distribute the work to more than one party and reduce or increase the quantities without assigning any reason thereof.

3.15 Representation:

On acceptance of the tender, the name of the accredited representative(s) of the Agency who would be responsible for taking instructions from PD shall be intimated to TCIL.

3.16 Issue of Letter of Award:

The issue of Letter of Award shall constitute the intention of TCIL to place the Work Order with the successful Tenderer.

The Tenderer shall within 10 days of the issue of Letter of Award give its acceptance along with the Performance Bond in conformity with the tender documents.

3.17 Performance Security:

10% payment shall be withheld from payments which shall be treated as security deposit towards performance security. If the performance of the agency is not found to be satisfactory by TCIL/Client, the security deposit shall be forfeited. However on successful execution and completion of the work by the Agency, the Performance Security shall be released as stated in General Conditions of Contract.

3.18 Signing of Agreement:

Within 10 days of submission by the Tenderer of the Performance Bond, an agreement in the prescribed format of TCIL shall be signed between TCIL and the Agency.

3.19 Cancellation of Letter of Award:

Failure of the successful Tenderer to comply with the requirement of submission of Performance Bond in time shall constitute sufficient ground for the cancellation of the Letter of Award and forfeiture of the EMD, in which case TCIL may make the offer to any other party at its discretion or call for new tenders.

3.20 Deleted

3.21 Implementation plan:

The Agency shall execute and complete all the works in accordance with the scope of work and the implementation plan of TCIL.

3.22 Force majeure:

If at any time, during the continuance of this Contract, the performance in whole or in part by either party under obligation as per this Contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence there of, neither party shall be reason of such an "eventuality" be entitled to terminate this Contract nor shall either party have any claim or damages against the other in respect of such nonperformance or delay in performance and deliveries under the Contract. The Contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the Contract. Provided also that if the Contract is terminated under this clause TCIL shall be at liberty to take over from the Agency at a price to be fixed by TCIL, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of work which may be in the possession of the Agency at the time of such termination, or such portion thereof as TCIL may deem fit except such material, as the Agency may, with the concurrence of TCIL, elect to retain.

3.23 Resolution of dispute:

If any dispute arises between the Agency and TCIL hereto during the subsistence of or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an

amicable settlement shall be considered to have failed as soon as one of the parties hereto, after reasonable attempts (which attempt shall continue for not less than 30(thirty) days), has given 15 days notice thereof to the other party in writing. Such unresolved disputes shall be referred to arbitration as provided under clause 3.24 herein below.

3.24 Arbitration:

In the event of any dispute arising between TCIL and the Agency in any matter covered by this Contract or arising directly or indirectly therefrom or connected or concerned with the said Contract in any manner of the implementation of any terms and conditions of the said Contract, the matter shall be referred to CMD, TCIL within 90 days of occurring of dispute who may himself act as sole arbitrator or may name as sole arbitrator any person or 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 & Conciliation Act, 1996 shall apply to such arbitration. The Agency expressly agrees that the arbitration proceedings shall be held at New Delhi.

The proceedings of arbitration shall be in English language.

In case the Agency 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.

3.25 Assent and consent:

The Agency hereby states, declares, accepts and consents that the Agency has understood and is deemed to have accepted and agreed to all the terms and conditions of this tender.

3.26 Right to black list:

TCIL reserves the right to blacklist a Tenderer for a suitable period in case the Tenderer fails to honour the Contract obligations without sufficient grounds.

3.27 The tender along with all other associated documents being submitted by the Tenderers should be in "English" language only.

SECTION – 4

SCOPE OF WORK

SECTION – 4

SCOPE OF WORK

4.1 Scope of work:

The scope of work shall consist of the following:

Supply of different size crushed aggregates and sand from crusher/quarries including transportation, loading, unloading, and stacking at site in Sector 63 Chandigarh.

4.2 Specifications:

Except for the items for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the Bill of Quantity, the material shall generally be supplied in accordance with the CPWD Specifications with up to date correction slips for Civil, PH and Electrical component respectively and as per instructions of Client/Consultant/TCIL. Where CPWD specifications are silent, the latest IS Codes/Specifications shall be followed.

For further details, reference may be made to the documents available in the office of PD/PM.

4.3 Time of completion:

The time of completion for the complete supply of the aggregate and sand shall be one year. The date of start shall be reckoned from 7th day of issue of the Letter of Award by TCIL. However the phase wise supply of different aggregate and sand shall be made as stated in the Letter of Award.

4.4 Quality of works:

The agency shall unconditionally guarantee that the works executed shall:

- a) Be in satisfactory condition and free from all defects including defects arising out of inferior workmanship.
- b) Be of highest quality and fit for the purpose for which they are intended.
- c) Strictly comply with Technical Specifications.

The Agency shall provide such assistance in labor, etc as normally required for examining, measuring and testing as may be required by Client/TCIL. The testing of the work shall be carried out by TCIL and rejected works shall be rectified by the Agency as per directions of Client/TCIL till the same are completed to full satisfaction of Client/TCIL. Charges for removal/rectification of such works shall have to be borne by the Agency and no claims whatsoever shall be payable by TCIL.

- 4.5 The material shall be tested for meeting the requirements as per CPWD specifications and if not found to be within permissible limits, the same shall be rejected and Agency shall have to remove the same from site as per directions of Client/TCIL. Charges for removal of such materials shall have to be borne by the Agency and no claims whatsoever shall be payable by TCIL.

SECTION – 5

GENERAL CONDITIONS OF CONTRACT

SECTION – 5

GENERAL CONDITIONS OF CONTRACT

- 5.1 All works mentioned in the tender shall be carried out as per prescribed terms and conditions, specifications in general & specified items in particular as forming part of agreement between TCIL and Client. The Agency shall read and is deemed to have read the said entire agreement between TCIL and Client and it shall be understood that works will have to be carried out as per the requirement of the Client/TCIL. The agreement between TCIL and Client shall be available in the office of PD/PM during office hours for reference.
- 5.2 A person signing the tender form or any other documents forming part of the Contract on behalf of the Agency shall be deemed to warranty that he has authority to bind the Agency 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 Agency liable for all costs, charges and damages.
- 5.3 The Agency shall see the site of work before quoting the rates & seek clarifications before hand.
- 5.4 The quantities given in Bill of Quantity are provisional and may be increased or decreased by \pm 50% depending upon the requirement at site as per direction of Client/TCIL.
- 5.5 Prices quoted will remain firm during the Contract period and no escalation on any account whatsoever will be considered.
- 5.6 **Payment terms:**
Monthly payments for the supplies measured and recorded by TCIL in conformity with the conditions and specifications shall be released to Agency on submission of bills as under:
a) 90% payment shall be made against satisfactory delivery of materials at site in good condition as per BOQ & Technical specifications and submission of invoice along with relevant documents.
b) Balance 10% shall be released after completion of Defect Liability Period.
- No payment will be made for goods rejected on testing by Client/TCIL.
- All the payments to the agency shall be released after making statutory deductions for TDS, WCT, VAT etc. as per the prevailing rules of Government of India/State Government/local Authorities.
- All payments shall be made to the Agency through Electronic Fund Transfer (EFT)/Account Payee cheques.
- 5.7 **Mobilisation advance:**
No mobilisation advance shall be payable to the Agency.

5.8 Paying Authority:

Telecommunications Consultants India Ltd
TCIL Bhawan
Greater Kailash – I
New Delhi – 110048
Tel: 011-26202020
Fax: 011-26242266

Or its project office in Chandigarh.

5.9 Release of Performance Security:

The Performance Security shall be released after end of Defect Liability Period.

5.10 Liquidated damages for delay:

If the Agency fails to complete work in time, it shall pay to TCIL an amount equal to 0.5% of Contract Value per week delay as liquidated damages for such default for every day or part thereof which shall elapse between the relevant Time of Completion and the Date of Completion. The total amount of liquidated damages shall be limited to 10% of the Contract Value. Without prejudice to any other rights, TCIL may deduct such amounts from any monies due or to become due to the Agency under the Contract or recover such amounts from the Performance Bond. The deduction of such damages shall not relieve the Agency from its obligation to complete the works.

Once the maximum amount of liquidated damages is reached TCIL may consider termination of the contract and get the works executed at the risk and cost of the Agency.

5.11 Measurement of materials:

The quantity of material brought to site shall be measured in the following manner:

- a) The volume of material brought to site shall be calculated by multiplying the average length by average width by average height/depth.
- b) Average length shall be calculated by measuring the lengths at three locations along both inner sides of vehicle body lengthwise.
- c) Average width shall be calculated by measuring the widths at both inner sides of vehicle body widthwise.
- d) Average height/depth shall be calculated by measuring the inner height/depth of vehicle body at three places along both inner sides of vehicle body.
- e) Wheel or any other projections shall be measured for deductions.
- f) The net quantity shall be calculated after deductions for projections etc from the gross total volume.

5.12 Deleted.

5.13 Deleted.

5.14 Patent rights:

The Agency shall indemnify TCIL/Client against all third party claims of infringement of design rights arising from the use of services or any part thereof.

5.15 Inspection and tests:

Client/TCIL shall have the right to inspect and test the works for their conformity to the specifications. In case the tested goods fail to conform to the specifications, Client/TCIL may reject them and the Agency shall either replace the rejected goods or make alteration necessary to meet the specifications requirements at its own cost till its final acceptance by Client/TCIL.

5.16 Subletting:

The Agency shall not assign or transfer and sublet its obligations under the Contract whatsoever. In case it is found that the Agency has violated this condition and sub contracted whole or any part of the Contract awarded to it by TCIL to any third party, TCIL shall without prejudice to any other rights, withhold amounts due to the Agency and forfeit the Performance Bond submitted by the Agency under the Contract.

5.17 Applicable Laws:

This Contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of Courts of Law in Delhi.

Any dispute in relation to the Contract shall be submitted to the Delhi Courts of Law for determination. The parties to the Contract shall continue to fulfill their respective obligations under the Contract during the currency of the Contract pending the final decision of the Court.

5.18 Termination for default:

If the Agency:

- Fails to execute any or whole of the works within the time period specified in the Contract or any extension thereof granted by TCIL, or
- Fails to perform any other obligation(s) under the Contract, or
- In either of the above circumstances, fails to remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from the TCIL,

TCIL reserves the right to terminate the Contract in whole or part by giving 2 weeks notice in writing without assigning any reason and to get the works executed through another party at the risk and cost of the Agency. In such case TCIL shall without prejudice to any other rights, withhold amounts due to the Agency and forfeit the Performance Bond submitted by the Agency to enable completion of the works at the risk and cost of the Agency. Should this sum be not sufficient to cover the full amount of the works at the risk and cost

of the Agency, the Agency shall pay to TCIL on demand the remaining balance due.

5.19 Termination for insolvency:

TCIL may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TCIL.

5.20 Completion of work:

The work shall be construed to be completed in full when the total quantity of the material has been supplied at site.

5.21 Priority of contract documents:

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the priority of the documents forming the Contract shall be as follows:

- i) Contract Agreement.
- ii) Letter of Acceptance.
- iii) Tender.
- iv) Scope of Work.
- v) General Conditions of Contract.
- vi) Bill of Quantity & Price Schedule.
- vii) Any other document forming part of the Contract.

SECTION – 6

**BILL OF QUANTITY
&
PRICE SCHEDULE**

SECTION – 6

BILL OF QUANTITY & PRICE SCHEDULE

Supply including transportation, loading, unloading and stacking of different sizes of crushed aggregate and sand at site in Sector 63 Chandigarh.

S.NO.	DESCRIPTION	QTY	UNIT	QUOTED UNIT RATE		AMOUNT (Rs)
				in figures	in words	
1	2	3	4	5	6	7
1	Supply of crushed stone aggregate conforming to Technical specifications of CPWD including transportation, loading, unloading & stacking at site Sector 63 Chandigarh		Cum			
	a) 40 mm	700	Cum			
	b) 20mm	4600	Cum			
	c) 10mm	2200	Cum			
2	Supply of Coarse sand conforming to Technical specifications of CPWD including transportation, loading, unloading & stacking at site Sector 63 Chandigarh	16,400	Cum			
3	Supply of fine Sand conforming to Technical specifications of CPWD including transportation, loading, unloading & stacking at site Sector 63 Chandigarh	650	Cum			
4	Supply of bricks 1 st class conforming to Technical specification of CPWD including transportation loading unloading & stacking at site Sector 63 Chandigarh	2200	1000			

SECTION – 7

FORMAT FOR BANK

GUARANTEES

SECTION – 7

FORMAT FOR PERFORMANCE BANK GUARANTEE

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 Letter of Award No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Agency” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to execute the works as per terms and conditions given in the Agreement dated _____ /Tender No. _____ dated _____ and TCIL having agreed that the Agency shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the Contract Value of the Letter of Award 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 Agency) in cover of Performance Bond in accordance with the terms and conditions of the Agreement/Tender No. _____.

Hereby, we undertake to pay upto but not exceeding Rs _____ (say Rs _____ 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 Agency having failed to perform the Agreement and despite any contestation on the part of above named Agency.

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

SECTION – 8

FORM OF AGREEMENT

SECTION – 8

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2005 between **Telecommunications Consultants India Ltd** registered as a Company under the laws of Govt. of India, having its office at TCIL Bhawan, Greater Kailash – I, New Delhi - 110048 (hereinafter called TCIL) of the one part and M/s _____ (hereinafter called the Agency) of the other part.

Whereas TCIL is desirous that certain part services should be rendered viz. _____ vide Tender No. _____ and has accepted the offer submitted by the Agency for the part execution and completion of such works and the remedying of any defects therein at a Contract Value of Rs. _____ (Rs. _____ only).

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement words and expressions and the same meanings as are respectively assigned to them in the conditions of the Contract thereafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- 1 The NIT.
- 2 The offer submitted by the Agency.
- 3 Negotiations _____
- 4 The Letter of Acceptance
- 5 TCIL's Letter of Award.
- 6 Main Contract.
- 7 _____

In consideration of the payments to be made by TCIL to the Agency as hereinafter mentioned, the Agency hereby covenants with TCIL to execute and complete the part works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

TCIL hereby covenants to pay the Agency in consideration of the execution and completion of the works and remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties have hereunto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and delivered by TCIL and the Agency in the presence of:

For & on behalf of the TCIL

For & on behalf of the Agency

Witnesses