



Telecommunications Consultants India Limited
(A Government of India Enterprise)

TENDER DOCUMENTS

FOR

**Execution & Re-construction of Bina – Kurwai – Sironj BOT Road
Project in the State of M.P. (CH 46+000 to Sironj Crossing)**

PROPOSAL NO. TCIL/BPL/NIT/BKS/11-12/CIVIL/36

Tender issue date 07.10.2011

VOLUME - I

Telecommunications Consultants India Ltd.
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Arihant Vihar Colony,
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SECTION - I

**INVITATION FOR BID
(IFB)**

INVITATION FOR BID(IFB)

NO: TCIL/BPL/NIT/BKS/11-12/CIVIL/36

NAME OF WORK: Execution & Reconstruction of Bina – Kurwai – Sironj BOT Road Project in the State of M.P. (CH 46+000 to Sironj Crossing)

TCIL invites sealed Tenders (Technical & Financial) in two bid system from experienced firms/organizations for **Execution & Reconstruction of Bina – Kurwai – Sironj BOT Road Project in the State of M.P. (CH 46+000 to Sironj Crossing)**.

BID IN COSORTIUM NOT ALLOWED

The bid documents will be available on payment of Rs. 5000/- from the office of Project Director Vidisha from 07.10.2011. Last date of submission of tenders is 01.11.2011 up to 3:00 pm in the below mentioned office of the Project Director Vidisha. The tender documents can also be downloaded from TCIL web site tcil – india.com.

Tender No.	:	TCIL/BPL/NIT/BKS/11-12/CIVIL/36
Estimated Cost:	:	Rs 10.00 Crores
Last date of sale of Tender Documents	:	01.11.2011 up to 12:00 Hrs.
Date of receipt of Tender	:	01.11.2011 up to 15:00 Hrs.
Date of opening	:	01.11.2011 at 15:30 Hrs.
Earnest Money Deposit	:	EMD for Rs. 4,00,000/- (Rupees Four Lakhs only) by D/D issued by any Nationalised/ scheduled bank in favour of "TCIL", payable at Vidisha or a Bank Guarantee from a scheduled bank through its branch at New Delhi
Cost of Tender Documents:	:	Rs. 5000/- by DD in favour of TCIL payable at Vidisha (Non refundable)
Time of Completion	:	8 Months from 15th day after date of issue of letter of acceptance.
Defect Liability cum maintenance period	:	12 Months from the date of issue of completion certificate.

**The Project Director
D-112, Arihant Hills, Phase-IV,
Arihant Vihar Colony,
Vidisha – 464001, M.P.
Tele. 07592-233126, Fax: 07592-233140
Email: akkataria2008@gmail.com**

**Instruction to bidders
and
General terms &
conditions**

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

0 PROJECT DESCRIPTION

0.1 BACKGROUND

The Government of Madhya Pradesh (GOMP) is in the process of augmenting the road infrastructure in the State of M.P.. As part of this program, various roads including state highways have been identified for re-construction, upgradation, strengthening, operation and maintenance to cater to future traffic growth.

TCIL (A Govt. of India Enterprise) has been awarded the project from Bina – Kurwai – Sironj Length 56.5 Km for Re-construction, up gradation, strengthening of Road as Concessionaires.

0.2 SCOPE OF WORK

The following section briefly highlights the Scope of Work of the Project relevant to the work to be carried out by the Contractor. These shall include:-

1. Execution and Re-construction road work as per approved design . The existing road is 5.5m wide asphalt road with 1.5m earthen shoulder. The works to be executed are Re-construction of 7m wide Road and the works also include construction/improvement of junctions with adjoining road and misc works as detailed in the drawings and technical specifications.
2. Maintain Specifications and Standards and ensure that the Project Road is operational at all times as per the time schedule.
3. Inform concerned authorities such as Police, Ambulance etc. in case of emergency.
4. Hand over the Project along with assets on completion of the project as per the specified Specifications and Standards.

SPECIFICATIONS:

The entire Project shall be executed and maintained in accordance with MORT&H Specifications for Road and Bridge works (Fourth Revision), New Delhi – 2001, Ministry maintenance norms, latest IRC and other relevant codes, as amended, modified and revised from time to time and as per technical specifications and drawings.

LABORATORY FACILITIES:

Laboratory facilities shall be provided by the Contractor for the purpose of field/site testing and to exercise quality control of works in accordance with the requirements of MORT&H Specifications for Road and Bridge Works (Fourth Revision), New Delhi – 2001, latest IRC and other relevant codes, as amended, modified and revised from time to time. The aforesaid facilities shall also be used by the Independent Engineer (I.E.) and the Engineer, MPRDC, for the purposes of the Project.

QUANTITIES OF MAJOR WORKS:

Estimates for quantities of major work items are given in the BOQ. However, the bidder may contact the Project Director Vidisha at the designated address for further details of balance work. The construction is to be carried out using modern machinery in order to assure quality and complete the project in time.

1 INTRODUCTION

1.1 The Government of M.P. intends to implement the project for construction, upgradation, strengthening of Project Bina – Kurwai - Sironj in the State of Madhya Pradesh on BOT basis.

1.2 TCIL invites bids from experienced firms / organizations (hereinafter called “Invitation for Bid”) for Execution of CH 46+000 to Sironj Crossing Reconstruction of Road in the State of M.P. All the tenderers purchasing the Tender documents are hereinafter called “Bidders”. The entire tender documents duly stamped and signed shall be submitted as part of the Proposal.

1.3 In this tender document, the terms “Bidder” refers to the bidders, who / which submit(s) a proposal in response to this TENDER document. Proposal or bid means the offer submitted in accordance with this TENDER document. In the event that the bidder is a Consortium or incorporated or unincorporated Joint Venture or partnership firms, each member / partner comprising the Bidder shall submit the following forms.

Form1, Form 2, Form 3, Form 4, Form 5, Form 6, Form 7, Form 8, Form 9, and Form 10, Form 11.

1.4 The Bidders are required to submit their Proposals/Bids in accordance with the guidelines set forth in this TENDER document. In order to enable consistency among Proposals/Bids and to facilitate smooth evaluation by TCIL, the formats in which the bidders will provide information/data comprising the Proposals/Bids are given at the end of this Section - I of this TENDER document.

1.5 DELETED

1.6 Proposals in response to this TENDER document as well as queries related to this TENDER document shall be forwarded to TCIL at the address notified in para 2.3.1 of the TENDER document. A soft copy of all queries in MS-Word format shall be e-mailed to TCIL at the address notified in paragraph 2.3.1 of the TENDER document.

- 1.7 TCIL reserves the right not to follow up this TENDER documents and terminate the entire TENDER process in pursuance of this TENDER document, without any obligation towards any of the bidders and without assigning any reason in this regard.

2. GENERAL INFORMATION

2.1 GENERAL PROVISIONS

2.1.1 Non-Discriminatory and Transparent Bidding Process

TCIL on its part is ensuring that the terms & conditions for the bidding process for the Project are followed and applied uniformly to all the bidders in a non-discriminatory, transparent and objective manner. TCIL or its authorized agency shall not provide to any bidder, any such information with regard to the Project or the bidding process, which may have the effect of restricting competition.

2.1.2 Prohibition against collusion amongst Bidders

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidders for the purpose of restricting competition, shall be deemed to be invalid and the concerned Bidders shall lose its/their EMD, at TCIL sole discretion.

2.1.3 Inducements

Any attempt or effort by a Bidder to influence the processing or evaluation of Proposals or the decision making process of TCIL, or any officer, agent or advisor thereof, may result in the rejection of such Bidders Proposal.

2.2 CONFIDENTIALITY

- 2.2.1 TCIL shall treat the contents of all Proposal and other documents, information and solutions submitted by the Bidders as confidential. TCIL shall take all reasonable precautions to ensure that all persons who have access to such material maintain confidentially in respect of the same. TCIL shall not divulge any such information, unless it is directed to do so by any authority, which has the power to order its release.

- 2.2.2 Each person or entity to which this TENDER document is issued, shall, whether or not he/it submits a proposal, treat this TENDER document, related clarifications, information and solutions provided by TCIL in relation to the Project or the bidding process as confidential for a period of five (5) years from the date of issuance of the TENDER documents package. During this period, the concerned person or entity shall not disclose or utilize in any manner, any such documents, information or solutions, without the prior written approval of TCIL,
- 2.2.3 TCIL shall have the right to make available the Proposal related information provided by the Bidders to its advisors/consultants/project developers etc. for the purpose of availing their assistance in evaluating the Proposals.
- 2.2.4 Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Bidders shall not be disclosed to any other person not officially concerned with such process.

2.3 COMMUNICATION BETWEEN BIDDERS & TCIL

- 2.3.1 All communications to TCIL, in the context of this TENDER document and related issues, unless specified otherwise, shall be addressed to:

**The Project Director
D-112, Arihant Hills, Phase-IV,
Arihant Vihar Colony,
Vidisha – 464001, M.P.
Tele. 07592-233126,
Fax: 07592-233140
Email: akkataria2008@gmail.com**

- 2.3.2 All communications to the bidders shall be sent to the designated person/representative of the bidder at the address mentioned in the covering/forwarding letter of its Proposal, as addressed to TCIL, unless TCIL is advised otherwise by the concerned bidder.

2.4 INSPECTION OF THE PROJECT SITE

2.4.1 It would be deemed that prior to submission of the Proposal, the bidder has:

- a. Made a complete and careful examination of specifications and standards and other information set forth in this TENDER document.
- b. Examined all the relevant information as it has received from TCIL in respect of the project.
- c. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Agreement, including, but not limited to:
 - (i) The Project Site including the status of the right of way, surface and sub-surface conditions etc.
 - (ii) The conditions of the proposed alignment and drainage requirement.
 - (iii) Improvement of proposed junctions on the Project.
 - (iv) Availability of suitable material including for filling the embankment subgrade / shoulders.
 - (v) Meteorological conditions based on previous weather date, and
 - (vi) All other matters that might affect its performance under the Agreement to be signed.
- d. Determined to its satisfaction, the nature and the extent of the difficulties and hazards concerning project implementation.

2.4.2 TCIL or its advisors, consultants, project developers etc. do not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this TENDER document or otherwise, with regard to the Project or its surroundings. Although such information and data are correct and authentic to the best of the knowledge of TCIL, verification thereof is the sole responsibility of the bidders. In case of any discrepancy between the data provided in this TENDER document and Project Site conditions, the Project Site conditions shall prevail. The Project Site shall be provided on an as-is-where-is basis.

2.4.3 The bidder or any of its authorized representative will be granted permission to visit, carry out investigations or studied on the Project Site upon receipt of a formal request well in advance to the proposed date of inspection of the Project Site. However, the permission would be subject to the express condition that the bidder will indemnify TCIL or its agent from and against all liability in respect of and will be responsible for physical injury, loss of or damage to property and any other loss, costs and expenses however caused in carrying out such visits.

2.5 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL

- 2.5.1 Notwithstanding anything contained in this TENDER document, TCIL reserves the right to accept or reject any Proposal, at any time without incurring any liability towards the rejected Bidders or any obligation to inform the affected Bidders of the grounds for rejection and without assigning any reason for the same.
- 2.5.2 TCIL reserve the right to award whole or part work to any contractor without assigning any reason

2.6 INTERPRETATION OF DOCUMENTS

2.6.1 TCIL will have the sole discretion in relation to:

- (i) The interpretation of this TENDER document, the Proposals and any documents provided in support of the Proposals; and
- (ii) All decision in relation to the evaluation ranking of Proposals.

TCIL will have no obligation to explain or justify its interpretation of this TENDER document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process, ranking process or the selection of the Preferred Bider.

2.7 OTHER CONDITIONS OF BIDDING PROCESS

- (a) TCIL reserves the right to contact the Bidders, their bankers, their consultants, former clients of the Bidders and other such sources for verifying the information, references and data submitted by the Bidders in the Proposal, without further reference to the Bidders.
- (b) Failure by the Bidder to provide all the requisite information in the Proposal or any additional information required by TCIL, shall be at the Bidders sole risk and cost and may impact evaluation of proposal besides leading to rejection of proposal as being non-responsive.
- (c) TCIL reserves the right to use and interpret the Proposal documents data etc, it receives from the Bidders in its absolute discretion.

- (d) TCIL shall be fully entitled to disqualify any Bidder from the TENDER process for any reason whatsoever including but not limited to the following reasons:
 - i. Failure to submit the requisite information (including any additional information requested by TCIL) and supporting documents within the required time frame.
 - ii. Material inconsistencies in the information submitted.
 - iii. Willful misrepresentation in any document provided by the Bidder.
 - iv. If a particular Bidder or entity submits more than one proposal either independently or as a part of different Consortium, Joint Venture, partnership firm etc.

- (e) In the event TCIL disqualifies any Bidder under (d) above, it shall not be required to disclose the reason for such disqualification.

3. QUALIFICATION INFORMATION

3.1 General Rules

- (a) The Tender Document should be signed by a person(s), duly authorized to sign on behalf of the bidder. .
- (b) DELETED
- (c) A Private Limited Company or a Limited Company can also apply.
- (d) TCIL will not entertain or enter into any correspondence (written or oral) with the bidders except where TCIL seeks clarification from bidders or where a bidder seeks clarification from TCIL in writing before submission of Bid, whereupon TCIL may provide written clarification.
- (e) All documents, data, information etc. submitted by the Bidders will be treated as confidential and will not be returned to Bidders.
- (f) The Bidders shall bear all costs associated with the preparation and submission of its/their Pre-Qualification Statement.

3.2 QUALIFICATION INFORMATION

3.2.1 List of Qualification Information required from Bidders:

The Bidders shall provide the Qualification Information in response to the Notice Inviting Proposals as under for the Project including financial statements for the Financial Year 2010-2011. The following two conditions will be the minimum qualification criterion.

Eligibility Criteria:

1. Experience of having successfully completed similar supplies during last 7 years ending 30.06.2011 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

c. One similar work completed and costing not less than 80% of the estimated cost.

SIMILAR WORK MEANS EXECUTION OF ROAD WORKS ON STATE HIGHWAYS/ NATIONAL HIGHWAYS

2. The minimum average turnover from civil construction works should be Rs 5.00 crores for the last three financial years.

The following is a list of qualification information that is required from the Bidders. The list is not exhaustive and additional documents can be called for if the situation so warrants:

1. Covering letter in Form 1.
2. Notarized copy of Memorandum of Association/Articles of Association as filed before the Registrar of Companies.
3. Power of Attorney to be provided on Appropriate Stamp paper as per Form 2

4. DELETED.
 5. Documents in support of the background of the Bidder as per Form 3
 6. Audited financial results for the past three financial years ending March 31, 2011, including balance sheets, profit and loss accounts, and cash flow statement. The results should be as per annualized accounting practices and should follow Indian guidelines in force as given in Form 5. Explanation for changes in accounting practices should be enclosed.
 7. Summary statement of net cash accruals for past three financial years, net worth certified by a Chartered Account.
 8. Document in support of experience of Bidder (letter of award/notice of award and work completion certificate or notarized copy of Project Agreement also to be attached) as given in Form 4.
 9. DELETED
 10. DELETED
 11. Details & experience of Key personnel & manpower to be deployed as per Form 9.
 12. List of minimum plant and equipment proposed to be deployed for executing the project as per Form 10
 13. Quality Management & Related Experience as per Form 11.
- 3.2.2 Bidders are required to submit the information in the prescribed format(s) (Form 1 to Form 11) enclosed at the end of this section for Qualification Statement.
- 3.2.3 DELETED
- 3.2.4 DELETED
- 3.2.5 DELETED
- 3.2.6 DELETED

- 3.2.7 The Bidder shall provide information on current litigation status as per the Form 8.
- 3.2.8 If the Proposal consists of more than one volume Bidder shall clearly number the volumes constituting the Proposal and provide an indexed table of contents for each volume.
- 3.2.9 All documents in the same envelope should be either singularly or with several documents bound together. The Proposal should not include any loose papers.

4. **Submission of Bids :**

The tenders must be submitted as under :

- a) E.M.D and Technical offer in separate envelope marked **Envelope ‘A’** super scribed “EMD and Technical proposal and Name of work and tender number mentioned on the envelope.
- b) Tenderers who wish to download the tender documents from TCIL website should submit DD for Rs 5000/- in favour of TCIL payable at Bhopal towards cost of tender documents in the EMD envelope ‘A’.
- c) The financial offer shall be in separate sealed envelope marked as **Envelope- ‘B’** super scribed “**Financial** – Name of work and tender number mentioned on the envelope.
- d) Tender No. **TCIL/BPL/NIT/BKS/11-12/CIVIL/36**
- e) **Entire Original bid documents purchased from TCIL/downloaded from website must be submitted along with Technical offer duly stamped & signed on each page by authorized signatory in token of acceptance of all the clauses of the tender documents, otherwise the bids submitted shall be rejected.**
- e) Both the envelopes should be sealed in outer Envelope with **Name of Work and Tender No.** mentioned on the envelope.
- f) Unsealed tenders are liable to be rejected.

5. **Time of Receipt & opening of Tender:**

Tenders will be received not later than 15:00 Hrs. on the specified date. Tenders received later will be rejected even if they are dispatched before the fixed date. The Envelope-‘A’ containing EMD and Technical offer shall be opened first on the same day at 15:30 Hrs. in the presence of representatives of the agencies. After ascertaining that the EMD is valid as required in the tender documents, and having technically found qualified the financial offers will be opened.

6. **Earnest Money Deposit (E.M.D):**

6.1 The tenderer shall deposit EMD alongwith the tender documents, as mentioned in Invitation for bid (IFB) and shall be in one of the following forms:-

- a. In the shape of demand draft issued by any Nationalized / Scheduled bank in favour of "TCIL" payable at Vidisha or,
 - b. a bank guarantee from a Scheduled bank through its branch at New Delhi as per format provided under clause 17 of General and commercial conditions.
- 6.2 The EMD of successful bidder shall be returned without any interest after the tenderer (as per Performa attached) with the documents has furnished the required performance guarantee.
- 6.3 If the successful tenderer to whom the contract is awarded refuses or neglects to sign or fails to furnish the performance bond, his EMD shall be forfeited.
- 6.4 The EMD without any interest of unsuccessful tenderers will be returned within 30 days after the award of contract to successful party or expiry of the validity of the tender proposal, as the case may be.
- 6.5 Any tender without EMD is liable to be rejected.

7. Availability of the project Area:

The employer shall provide the right-of way for road other Appurtenant works to the contractor as per details in volume II Technical specifications. However, the contractor shall have to make his own arrangements for land required by him for borrow areas, quarries, site offices, installation of HMP, crusher, concrete batching plant, casting yard, testing laboratories. Labour camps, other camps, etc. The drawings can be seen in the office of Project Director, TCIL, Vidisha at the designated address on all working days w.e.f. 10.00 a.m. to 6.00 p.m.

8. Eligible Material, Equipment and services

At the employer's request, the bidder having offered the lowest evaluated bid may be required to provide evidence of the origin of materials, equipment, and services to the satisfaction of the Employer.

For purposes of above Clause "origin" means the place where the materials are mined, grown, produced or manufactured; similarly for equipments and from where the services are provided.

9. Debarment/Black listing

Notwithstanding the above, the Employer may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Employer.

10. One Bid per Bidder

Each bidder shall submit only one bid for the package. A bidder who submits or Participates in more than one bid for a contract package will be disqualified.

11. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

12. Contents of Bidding Documents

12.1 The set of bidding documents comprises the documents listed below and should be read in conjunction with any Addenda issued in accordance with clause 1.

Volume: I

Section I: Instructions to Bidders (ITB)& General and commercial conditions

Section II: General Conditions of Contract

Section III: Schedules

Volume: II

Financial offer with Bill of Quantities

12.2 The bidder is expected to examine carefully the contents of all the above bid documents. Failure to comply with the requirements of bid documents will be at the bidders own risk.

13. Clarification of Bidding Documents

13.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification which he receives prior to holding of Pre-Bid Meeting. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry without identifying its source.

14. Amendment of Bidding Documents

14.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing addendum.

14.2 Any Addendum thus issued shall be part of the bidding documents pursuant to Sub Clause 12.1 and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.

14.3 To afford prospective bidders reasonable time in which to take an Addendum in to account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids, in accordance with Clause 19.

15. Language of Bid

The bid, and all correspondence and documents related to the bid exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

16. Documents comprising the Bid

The bids shall be submitted in two parts which comprise the following documents:-

Part –I Technical Bid

- (a) EMD for an amount specified in the IFB
- (b) Entire bidding document either purchased from TCIL office or downloaded from website duly signed & stamped.
- (c) Information as specified in Clause 3.2
- (d) Any other material information required to be submitted in accordance with these Instructions to bidders.
- (e) DD for Tender cost if the documents are downloaded from Website.

Part –II Financial Bid

- (a) Priced bill of quantities duly filled in and signed on each page.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers, which comply with the requirements of the bidding documents, including the conditions, basic technical design as indicated in the Drawings and Specifications. Conditional offer or alternative offers will not be considered.

18. Pre-Bid Meeting(s)

18.1 The bidder or his official representative may be invited if necessary to attend a pre-bid meeting which will take place at office of the Project Director, TCIL, Vidisha .

18.2 The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage.

18.3 The bidder is requested to submit questions in writing or by cable/fax, to reach the employer before date of the meeting.

18.4 Minutes of the pre-bid meeting , including the text of the question raised and the responses given together with any response prepared after the meeting , will be submitted without delay to all purchasers of the bidding documents, Any clarification of the bidding documents listed in Sub Clause 12.1 which may be considered necessary as a result of the pre-bid meeting shall be made by the employer exclusively through the issue of an Addendum pursuant to Clause 14 and through the minutes of the pre-bid meeting.

18.5 No attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address specified above not later than the time and date specified in the IFB.

19.2 The Employer may , at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 14, in which case all rights and obligations of the Employer and the bidders previously to the original deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Employer after the deadline for submission of bids Prescribed in Clause 19.0 will be returned unopened to the bidder.

21. Modification and withdrawal of Bids

21.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

21.2 No bid shall be modified by the bidder after the deadline for submission of bids.

22. Conditions:

Conditional offers are liable to be rejected.

23. Modifications :

Tenders must conform to such information as included in Conditions, Specifications, Lists and Drawings.

No modifications shall be allowed by the tenderer .

24. Basis and interpretation of signing the Tender form:

The signing of the Tender Form by the tenderer shall be in 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.

25. Period of validity of tender:

The tenderer agrees that tender once dispatched/submitted shall remain irrevocable and open for acceptance for a period of 120 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 Earnest Money Deposit (EMD) absolutely.

26. Prices:

26.1 Prices are to be quoted item wise; the rates of each item in the BOQ are to be quoted both in figures as well as in words.

26.2 The amount of each item shall be calculated by multiplying quantity by rate.

26.3 Rate for items against which no quantity is mentioned are also to be quoted. In case the agency does not quote rate for such items, no payment will be made for such items even if some quantity is executed & it will be presumed that provision for these items have been kept in other items.

26.4. Prices once quoted shall remain fixed during the currency of the contract except otherwise provided in the tender documents.

26.5 In case of discrepancy between the rates quoted in figures & words, the rate quoted in words shall prevail.

27. Taxes:

27.1 Sales Tax, VAT, work contract tax, Excise duty, Royalty, cess, Labour Cess or any other taxes and/or duties on any matter in respect of the contract shall be payable by the contractor and TCIL will not entertain any claim whatsoever.

27.2 Tenderer should quote all inclusive prices including the liability of Turnover tax, Sales tax, VAT, Excise duty, Works tax, Royalty charges, cess, Labour Cess and other tax/ or duty (as applicable) on contract as a whole or part thereof.

27.3 All royalty charges payable for mineral, materials, like sand, murrum, GSB, Stone metal, grit etc. shall be payable by the contractor.

28. Acceptance of tender:

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 as the contractor shall sign an agreement with TCIL for the works contracted to him under the tender.

29. Performance security:

29.1 The tenderer, whose tender is accepted, will be required to furnish a security by way of a Performance Guarantee on a format given in the tender documents 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 10% of contract value, within 21 days after the date of issue of letter of acceptance.

30. Representation:

- 30.1 On acceptance of the bid the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be intimated to the TCIL.
- 30.2 Canvassing in connection with tenders are strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

31. Implementation Plan:

The tenderer shall submit an implementation plan within 10 days after date of issue of letter of acceptance to complete all the construction work in time in accordance with the scope of work. The implementation plan shall include an equipment plan, plant plan, procurement of materials plan, manpower plan, construction plan, test and commissioning plan, together with a detailed implementation time schedule showing the time sequence and estimated duration of individual items. The tenderer may obtain further details by visiting the site for the preparation of plans

32. Opening of Technical Bids

- 32.1 The Employer will open the outer envelope of all the bids received for the package (except those received late) containing the sealed technical bid and the sealed financial bid and announce the names of (i) bidders, (ii) bidders who have submitted modification of technical/financial bids, and (iii) bidders who have given notice for withdrawal of their bids in the presence of bidders or their representatives who choose to attend on the date and time mentioned in the IFB. In the event of specified date of bid opening being declared as a holiday for the Employer, the Technical Bids will be opened at the appointed time and location on the next working day.
- 32.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened and shall be returned.
- 32.3 Envelopes marked Technical Bid shall then be opened. Bidder's names, 'Modification of Technical Bid' the presence/or absence of EMD, the amount and validity of EMD furnished with each bid and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.
- 32.4 The sealed envelope containing the Financial Bid shall not be opened at this Stage.

33. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

33.1 Prior to evaluation of Technical Bids, the Employer will determine whether the bid is accompanied by required EMD.

33.2 If the EMD furnished does not conform to the amount and validity period as specified in the Invitation for Bid and clause 6, the bid shall be rejected by the Employer as non- responsive and the Technical Bid and the sealed Financial Bid will be returned to the bidder.

33.3 The Technical Bid will further be examined to determine whether the bid has been properly signed, meets the eligibility and qualification criteria, is accompanied by the requisite certificates, undertaking and other relevant information specified in the bid documents and is substantially responsive to the requirement of the bidding documents and provides any clarification for ascertaining the correctness of the information/details that the Employer may require pursuant to Clause 37.

33.4 The Employer shall inform the bidders, whose Technical Bid is found to be responsive, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday , the Financial Bid will be opened at the appointed time and location on the next working day.

33.5 The Financial Bid of those bidders whose Technical Bid is determined to be non-responsive or not substantially responsive pursuant to this Clause 33 will be returned unopened to the bidders.

34 Opening of Financial Bids.

34.1 The Financial Bids of substantially responsive bidder shall be opened in the presence of the bidders or their representatives who chose to attend on the date intimated to such bidders.

34.2 The names of the bidders whose technical bid is found to be substantially responsive, the bid prices , the total amount of each bid, any discount , modifications of financial bids and such other details as the employer may consider appropriate will be announced by the employer at the opening of the financial bid. Any bid price, which is not read out and recorded at the bid opening will not be taken into account in bid evaluation.

35. Examination of financial Bids

35.1 If the Financial Bid is not complete or having deviations from the tender conditions it will be rejected by the Employer and tenderer will not be allowed subsequently complete the same or correct it by correction or withdrawal of the non- conforming deviations ..

36. Correction of Errors

36.1 Financial Bids will be checked by the Employer for any arithmetic errors and any. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the rate in figures and in words for any item in the unit rate column, the rate in words will govern and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the line item total will be corrected.
- iii) if there is a discrepancy between the total bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.

36.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and his EMD may be forfeited.

37. Evaluation and Comparison of Financial Bids

37.1 The Employer will evaluate and compare only those Financial Bids which are determined to be complete in accordance with Clause 35 and qualified for award of Contract.

37.2 In evaluating the financial Bids, the Employer will determine for each financial Bid the evaluated Bid Price by adjusting the Bid Price as follows:-

- a) making any correction for errors pursuant to Clause 36;
- b) making appropriate adjustments to reflect any price modifications offered in accordance with Clause 21.

37.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the employer's estimate of the cost of the items of the works to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 29 be increased up to an additional 5 (five) per cent at the expense of the successful bidder to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

38. Clarification of Bids

38.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at the discretion, ask any bidder for authentication the correctness of the information/details furnished by him in his bid. Such request by the Employer and the response by bidder shall be in writing or by cable/fax , but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids in accordance with Clause 36.

38.2 Subject to Sub Clause 38.1, no bidders shall contact the Employer on any matter relating to his bid from the time of bid opening to the time contract is awarded.

38.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

39. Process to be Confidential

39.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

B. GENERAL AND COMMERCIAL CONDITIONS

1. All Works mentioned in the instant tender shall be carried out as per prescribed terms and conditions, Specifications in general & specified items in particular as forming part of agreement. It shall be understood that works will have to be carried out as per the requirement of the client namely MPRDC, Govt of M.P..
 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, the purchaser 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.
 3. The agency shall not sublet, transfer or assign the contract or any part thereof without the written permission of the employer.
 4. Nothing extra shall be paid on account of any discrepancy in nomenclature of item. Contractor shall see the site of work before quoting the rates & seek clarifications before hand. All the taxes, duties and royalties etc. will be born by the Contractor.
- 5. 5.1 Quantities given in BOQ are indicative only & may be reduced or increased depending on the discretion of Engineer-in-charge/ or as per site requirements.**
- 5.2 Any cutting, overwriting etc. in tender must be signed by the contractor.
 - 5.3 Prices should be quoted in figures as well as in words. In case of difference in figures and words, prices given in words shall be considered.
 - 5.4 The Employer reserves the right to distribute the work to more than one party and reduce or increase the quantity without assigning any reason.
 - 5.5 The Tender alongwith all other associated documents being submitted by the tenderers should be in "English" language only.

6. **Time of Completion :**

All the works must be completed and commissioned and made operational within 8 months. Date of start shall be reckoned from 15th day after the date of issue of letter of acceptance.

7. **Liquidated damages :**

Liquidated damages shall be charged @ 2% of the contract price value, 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 in addition to liquidated damages claim compensation for actual whole damages for execution of work at the risk & cost of tenderer.

8. **Payment terms :**

8.1 Interest bearing Mobilization advance upto 10% of the value of contract against Bank Guarantee of 110% amount from a Scheduled Bank through its Branch at New Delhi. The mobilization advance shall be recovered from monthly running bills within six months. The advance shall be given in two parts 5% within 30 days of award of contract & balance 5% within 60 days of award of work. Advance shall bear interest @ SBI base rate plus 5.25% till it is fully recovered.

8.2 Progressive payments will be made for the value of the work done on acceptance of work/ certification of quality/quantities of work by I.E. (Independent Engineer)/ Engineer TCIL.

8.3 5% will be deducted from each running bill as retention money and will be released on satisfactory completion of defect liability period and maintenance period.

8.4 **Final Payment :**

Within 6 (Six) months of issue of completion certificate by TCIL Engineer –in - Charge

8.5 Performance Guarantee will be released after 12 months of finalization of bill or within six months of completion of defect liability cum maintenance period, whichever is later.

9. **INSURANCE**

9.1 **Insurance during the Construction Period :**

The Employer (TCIL) shall purchase and maintain during the construction period in the joint names of TCIL and Government of M.P., the following policies:-

- A. Comprehensive Builders / Contractors All Risk Insurance Policy
 - B. Comprehensive third party liability insurance including injury or death to personnel of persons who may enter the project site.
 - C. Workmen's Compensation Insurance
 - D. Any other insurance that may be considered necessary by Government of M.P. to protect the Concessionaire (TCIL) its employees and its assets (again loss, damage or destruction at replacement value) including all Force Majeure events that are insurable and not otherwise covered in items A to D.
 - E. All the Insurance covers not covered under A to D but are required in accordance with the Concession Agreement between Concessionaire and the Government of M.P.
 - F. In case of any claim from insurance company towards any damages, the contractor shall complete all formalities as per directions of Insurance company including lodging of FIR etc promptly .TCIL will not be held responsible for any time barred claims and delay in this regard is solely the responsibility of the contractor.
- N.B.** All the premiums payable on insurance coverage as indicated above including any cost and expenses incidental to the procurement and enforcement of such insurance coverage shall be paid by TCIL . The insurance policy will be valid till defect liability and maintenance period of 12 months. TCIL shall recover 0.7% of the value of work done from the running bills / Final Bill towards insurance premiums and other incidental expenses.

9.2 **Application of Insurance Proceeds :**

Subject to provisions of financing documents, all moneys received under insurance policy except life and injury shall be paid to the contractor. During pending of claims contractor shall repair or renovate or restore or substitute any project facility or any part thereof which may have been damaged or destroyed.

Such repair or restoration or renovation or substitution be as far as possible in the same condition as they were before such damage or destruction.

The Contractor shall seek the written consent of employer before commencing any repair, replacement, reinstatement or re-construction of the works relating to the project facility to the extent the same requires rectification of any losses or damage which is insured under any insurance required to be taken by the Employer under the provisions of concession agreement between TCIL and Government of M.P.

10. **Designs drawings and approvals :**

The drawings can be seen in the office of Project Director, TCIL, Vidisha at the designated address on all working days w.e.f. 10.00 a.m. to 6.00 p.m.

11. **SPECIFICATIONS :**

As per Technical Specifications

12. **SCHEDULE OF QUANTITIES AND RATES :**

As per Volume II

13. **ASSENT AND CONSENT :**

The Contractor hereby states, declare, accepts and consent that the Contractor has understood and is deemed to have accepted and agreed to all the terms and conditions of this Tender.

14. ARBITRATION:

- 14.1 All disputes and differences that may arise between the parties hereto in regard to or touching these presents, the carrying out of the terms and conditions hereunder and or the interpretation thereof in any way whatsoever so as to the construction, meaning, validity of effect of this Agreement or any cause, matter or thing herein contained or the rights and liabilities of the parties hereunder shall be referred to Arbitration and the said Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment in force for the time being. In the event of any dispute, should it not be possible to resolve such dispute directly between the parties, the dispute shall be referred to CMD, TCIL, for appointing a sole arbitrator. The Venue of Arbitration shall be New Delhi and shall be governed by the Laws of India.
- 14.2 Only Delhi Courts shall have the exclusive jurisdiction on the subject matter of the Agreement. The agreement shall be governed by the Laws of India.

15. FORCE MAJEURE:

As per Clause 20.4 General Conditions of Contract Section II Volume I

16. TERMINATION:

As per Clause 58.1 to Clause 58.5 of general Conditions of Contract Section II Volume I

17. FORMATS

17.1 Formats for Bank Guarantees for EMD

BANK GUARANTEE (EARNEST MONEY)

This deed of Guarantee made this _____ day of _____ 2006 ___ by _____ (Name of the Bank) having _____ one _____ of _____ its _____ branch _____ at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of M/s Telecommunications Consultants India Limited (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110048 (hereinafter called "TCIL") which expression shall include its successors and assigns.

WHEREAS TCIL has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on _____ AND WHEREAS M/s _____ (Name of Tenderer) having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/do the job _____ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to TCIL a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____ (Name of the Bank) at the request of the tenderer agree to give TCIL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by TCIL during the period of validity as mentioned in the Tender or for any extension thereof, as TCIL and the Tenderer may subsequently agree, and if the Tenderer for any reason withdraw his offer, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid, fails to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby unconditionally undertake to pay TCIL, New Delhi on demand and without demur to the extent of Rs. _____ (Rupees _____ only).

We further agree as follows:-

01. That TCIL may without affecting this guarantee extend the period of validity of the said Tender or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between TCIL and the Tenderer. AND the said Bank shall not be released from its liability under these presents by an exercise by TCIL or its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the TCIL or any other matter or thing whatsoever which under law relating to Guarantee would be for this provision have the effect of so releasing the Bank from its such liability.
02. The Bank hereby waive all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to TCIL in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of TCIL in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from the date i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal hereunder.

DATE :-

FORMS

FORM 1 : COVERING LETTER OF THE BIDDER

FORM 2 : POWER OF ATTORNEY

(TO BE PROVIDED ON APPROPRIATE STAMP PAPER BY EACH MEMBER OF THE BIDDER, IN THE FAVOUR OF LEAD MEMBER)

Dated :.....

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the Tender for the **“Execution & Reconstruction of Bina – Kurwai – Sironj BOT Road Project in the State of M.P. (CH 46+000 to Sironj Crossing)”** (the Project), we(name of the company), a company incorporated under the laws of....., the registered address hereby duly authorize Sh.....to lawfully represent and act on our behalf as the sign any qualification statement, Proposal, conduct negotiations, sign contracts, incur liabilities and received instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are severally liable, to TCIL for all the obligations of the Company in respect of our qualification statement for the Project, in accordance with this TENDER document for the Project issued on.....and as amended prior to the date here of.

We hereby ratify and confirm that all the acts done by our said attorney (Sh.....) shall be binding on us if the same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this.....day of2011 in the presence of the following witnesses.

Witness 1

Witness 2

Signature

Signature

Name.....

Name.....

Address :.....

Address :.....

SEALED HEREIN

By.....

(the authorizing company)

Signature :.....

(Signature of authorized signing officer)

Name:.....

(Name of authorized signing officer)

Title :..... (Title of authorized signing officer)

FORM 5: INFORMATION ABOUT MEMBERS / PARTNERS

FORM 3: INFORMATION ABOUT MEMBERS / PARTNERS

1. Name of the Bidder :

2. Name of Member / Partner :

1. Brief Introduction

Name of the Member / Partner

Head Office Address

Tel:

Fax :

2. Main Business

In Own Country

Internationally

In India

Date of Incorporation (in Own Country)

Under Present Management Since
(Year)**3. Management**

Chairman of Board

Chief Executive Officer

Chief Operating Officer

4. List of Shareholders (more than 10% of shares)				
Name of Shareholders	Portion of Shares (%)	Address		
Name of Office	Address	Name of Chief	Tel	Fax

FORM 4 : EXPERIENCE IN DEVELOPMENT & CONSTRUCTION OF PROJECTS IN ROAD / BRIDGES SECTOR

INFRASTRUCTURE AND CONSTRUCTION SECTORS

1. Name of the Bidder :
2. Name of Member / Partner :

1. Name of the Project:	
2. Nature of the Project :	
3. Total Project Cost :	<p style="text-align: right;"><i>Actual</i></p> <p style="text-align: right;">Planned</p>
4. Cost break-down by major components :	
5. Date of start of work	<p style="text-align: right;"><i>Actual</i></p> <p style="text-align: right;">Planned</p>
6. Date of Construction Completion	<p style="text-align: right;"><i>Actual</i></p> <p style="text-align: right;">Planned</p>
7. Date of commission of the Project	<p style="text-align: right;"><i>Actual</i></p> <p style="text-align: right;">Planned</p>
8. Bidders Role in the Project :	
Prime Contractor	Arranger
	O&M Contractor
Others (Please specify)	

<p>9. Name, Address Contact Person, Tel/Fax of the Members and Their roles in the Project :</p>
<p>10. Location of the Project :</p>
<p>11. Technical Details of Major equipment used in high way projects, if applicable :</p>
<p>12. Operating Performance : (for the immediately proceeding three years)</p>
<p>13. Name : Address : Contact Person : Tel/Fax of the Owner of the Project</p>
<p>14. Details of the Project Company</p> <p>Name : Address : Contact Person :</p> <p>Tel : Fax :</p>
<p>Brief description of the financial plan of the project (balance sheet funding/non-recourse funding, amount of fund raised, terms on which funds raised) and role played by the Bidder.</p>

Note:

1. The Bidders shall complete the information in this form or in other forms that the Bidders may regard as proper. The Bidders should provide the above mentioned at the minimum.
2. All project costs shall be converted to Indian Rupee at the rate of exchange at the end of the construction period reported or at the time of award of the contract (if the construction is not yet completed).
3. The Bidders shall provide supporting documentation for the above including but not limited to completion certificates, certificate of good performance etc.
4. Please use separate sheet for each project.
5. Listing of contracts shall be deemed an authorization by the Bidders for the TCIL to request such references and for the contracts to release them to the TCIL.

FORM 5: CURRNET FINANCIAL STATUS ABOUT BIDDER

Name of the Bidder :
Name of the Member/Partner :

The Bidder Member/Partner shall provide copies of its audited financial statements and other financial data for the immediately preceding three years. The statements shall include, but not be limited to, for the immediately preceding three years:

- | |
|---|
| 1. Audited financial accounts : |
| 2. Unabridged Annual reports : |
| 3. Statement of Accounting policies: |
| 4. Additional information supporting the evaluation of the company's financial and legal status : |
| 5. Latest Credit Rating information – amount, instrument, time of rating, Credit rating agency: |

The information provided shall be detailed enough to demonstrate, and allow evaluation of the Bidder's financial capacity to fulfill its financial obligations, if awarded the contract.

6. Banks from which reference can be obtained:

List Name and Address of Bankers from whom Reference can be obtained			
Name of Bank	Contact Person	Address	Tel and Fax no.

Listing of bankers shall be deemed an authorization by the Bidders and Member(s) / Partner(s) for the TCIL to request such references and for the bankers to release them to the TCIL.

7) Debt, Raised by Bidder/Consortium/JV/Partnership Firm Member in the preceding five years. Bidder / Consortium/JV/Partnership Firm Member shall provide information on instrument, amount raised, purpose and nature of fund raising (non-recourse/balance sheet)

Note:

1. TCIL may use publicly available information on any Consortium Members for its Evaluation.

FORM 6: CURRENT PROJECTS FOR BIDDER

Name of the Bidder :

Description of Work		2009	2010	2011
	Cost of Project & Year schedule for Completion	Amount to be invested		
1				
2				
3				
4				

FORM 7 : FINANCIAL DEFAULT INFORMATION FOR BIDDER

1. Name of the Bidder :

The information shall include any defaults on financial commitments in the immediately preceding years. A separate sheet should be used for each Member/Partner.

Year	Nature of Default	Period of Default: Current Status	Default amount value, Rs. (Current Equivalent)	(Current Millions)

FORM 8 : CURRENT LITIGATION STATUS

1. Name of the Bidder :

Bidder shall provide information on any current or pending litigation or arbitration. A separate sheet should be used for each Member/Partner.

Year	Name of disputing bidders cause of litigation/arbitration and matter in dispute (Bidder initiating to be underlined)	Disputed amount (current value, in Rupees)	Interim Award Order or Decree For or Against Bidder

Note:

1. Bidder to indicate the disputed amount, if known, else it should be indicated as closely as possible

FORM 9 : KEY PERSONNEL AND OTHER PROJECT MANPOWER

The minimum experience and number of key personnel to be deployed by the contractor at the project site during the construction phase are given below. The contractor shall provide a brief bio-data of each of the key personnel.

Key Personnel	Minimum Number	Total Experience (Years)	Minimum experience in similar works (Years)	Minimum experience in similar work
Construction Phase				
Project Manager cum Highway Engineer	1	10	4	Should have completed at least one similar project of 10 km as Project Manager or Deputy Manager with a total road construction experience of at least 80 km comprising flexible and/or rigid pavement construction.
Deputy Project Manager	1	6	3	Should have completed at least one project of 10 km as Deputy Project Manager or Construction Manager/ Engineer with a total road construction experience of at least 25 km comprising flexible and/or rigid pavement construction.
Material Engineer	1	8	4	Should have worked as Materials Engineer or as Lab Engineer for minimum of two highway projects of 10 km each with a total construction experience of at least 50 km comprising flexible and/or rigid pavement construction.
Plant & Equipment Manager	1	4	2	Should have maintained bituminous hot mix plant, bituminous and concrete paving equipment and its accessories with electronic sensor, batch mix plants and crushing plants.
Asphalt Pavement Engineer	1	8	3	Should have asphalt paving experience of at least 25 km length and a total highway construction experience.

Structure Engineer	1	5	5	Total FY year out of 3 years in RCC / Hume pipe structures
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Signature: _____
Name :
Designation:
Company:
Date :

FORM 10 : LIST OF MINIMUM PLANT AND EQUIPMENT PROPOSED TO BE DEPLOYED FOR EXECUTING THE PROJECT

Whereas it is entirely the responsibility of the Contractor to deploy sufficient construction plant and equipment to ensure compliance with his obligations under the Contract. This list constitutes the Employer's estimate of the minimum essential basic holding of construction plant and equipment, which the Contractor must own or have long term leasing arrangements (Bidder to indicate if the equipment is proposed to be Owned / Leased / Purchased)

S.No.	Type of Equipment	Capacity	Max Age (Years)	Number
1	Motor Grader	50 cum/hr.	5	1
2	Stone Crusher	175-200 T per hour	5	1
3	WMM Mixing Plant	200 T per hour	5	1
4	Hot Mix Plant	60 Tonne / Per hour	5	1
5	Asphalt Sensor Paver Finisher with electronic devices for automatic level control and capable of paving in one operation of minimum 6m width		5	1
6	Pneumatic Tired Roller		5	1
7	Tandem Vibratory Roller (10 Tons)		5	1
8	Vibratory Roller of 1 Ton for edge compaction		5	1
9	Low Bed Truck		5	1
10	Bitumen pump, distributor with prime mover		5	1
11	Mechanical Brooms		5	1
12	Water browsers		5	1
13	Edge cutting machines (flexible pavements)		5	1
14	Tipper/Trucks		5	12
15	Excavators	1.25 m3	5	1

T = Tonnes T/hr = Tonnes per hour

Any total system for crushing stone aggregate and feeding aggregate fractions in their required proportions into the plant to achieve the desired mix, if such is utilised by the Contractor, must be capable of meeting all the requirements of the Specifications under stringent quality control.

FORM 11 : QUALITY MANAGEMENT & RELATED EXPERIENCE:-

A. Quality Management

A write-up on management covering management style, approach and strengths, Particular emphasis should be laid on:

- Experience, if any, in Road Projects
- Experience, if any, in operation and maintenance of toll roads / bridge projects.
- Proposed approach for implementation of the project.

B. Related Experience

A write-up on experience of bidder in the following areas:

- Project implementation / Consortium Experience
- Project Design
- EPC
- Operation and Maintenance
- Financial and Commercial

In case the Bidder is a Consortium / unincorporated Joint Venture / Partnership Firm, then write-up on how the Members / Partners cover the required skill set for the Project.