

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

TENDER DOCUMENTS

FOR

**EXECUTION OF MISCELLANEOUS ROAD WORK INCLUDING
BITUMENEOUS AND OTHER MISCELLANEOUS ITEMS ON
BHAWANIGARH NABHA GOBINDGARH BOT ROAD**

TENDER NO. TCIL/05/343/BNG/2011/CIVIL

**Telecommunications Consultants India Ltd.
TCIL Bhawan, Greater Kailash-I
New Delhi – 110048
Phone : 91-11-26202020, Fax No. : 91-11-26242266/26241776
Email: tcil@tcil-india.com**

SECTION - I

**INVITATION FOR BID
(IFB)**

INVITATION FOR BID (IFB)

NO: - TCIL/05/343/BNG/2011/CIVIL

Dated : 15.12.2011

NAME OF WORK: EXECUTION OF MISCELLANEOUS ROAD WORK INCLUDING BITUMENEOUS AND OTHER MISCELLANEOUS ITEMS ON BHAWANIGARH NABHA GOBINDGARH BOT ROAD

TCIL invites sealed Tenders in two bid system (Technical & Financial) from experienced firms/organizations for EXECUTION OF MISCELLANEOUS ROAD WORK INCLUDING BITUMENEOUS AND OTHER MISCELLANEOUS ITEMS ON BHAWANIGARH NABHA GOBINDGARH BOT ROAD

The bid documents will be available on payment of Rs. 1000/- from the office of The Project Director (Nabha), Street No. 3, Green Avenue, Near Model School, Nabha – 147201, Distt. Patiala (Punjab), Tele/Fax: 01765-227531 from 15.12.2011. The tenders can be download from TCIL website www.tcil-india.com. Last date of submission of tenders is 29.12.2011 up to 3:00 pm at the following address:-

The Project Director (Nabha)
Street No. 3, Green Avenue
Near Model School,
Nabha – 147201, Distt. Patiala (Punjab)
Tele/Fax: 01765-227531

Tender No.	:	TCIL/05/343/BNG/2011/CIVIL
Estimated Cost	:	Rs. 25.0 Lakhs
Last date of sale of Tender Documents	:	29.12.2011 Up to 12:00 Hrs.
Date of receipt of Tender	:	29.12.2011 Up to 15:00 Hrs.
Date of opening	:	29.12.2011 at 15:30 Hrs.
Earnest Money Deposit	:	EMD for Rs 25,000/- (Rupees Twenty five thousand only) by D/D issued by any Nationalised/scheduled bank or in the form of bank guarantee in favour of "Telecommunications consultants India Ltd".
Cost of Tender Documents:	:	Rs. 1,000/- by DD in favour of Telecommunications Consultants India Ltd. payable at Nabha (Non refundable)

Time of Completion : 180 days from 7th day after date of issue of letter of acceptance.

The Project Director (Nabha)
Street No. 3, Green Avenue
Near Model School,
Nabha – 147201, Distt. Patiala (Punjab)
Tele/Fax: 01765-227531

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

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

QUALIFICATION INFORMATION

1. Eligibility Criteria:

Experience of having successfully completed similar works during last 5 years ending 30.09.2011 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 Maintenance and Execution of road works

2. The bidder has average annual turnover of Rs 100 Lac per year in the last three financial years ending 31.03.2011

3.1 List of Qualification Information required from Bidders:

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.
1. Notarized copy of Memorandum of Association/Articles of Association as filed before the Registrar of Companies.
2. Power of Attorney to be provided on Appropriate Stamp paper by each member of the Bidder, in the favour of Lead member as given in Form 2.
3. Power of Attorney by lead Member / partner in favour of designated person(s) as given in Form 3.

5. Documents in support of the background of the Bidder as per Form 4 and 5
6. Audited financial results for the past five financial years ending March 31, 2009, 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 7. 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 6.
9. In case of Joint Venture, a copy of the Joint Venture Agreement to be provided for consideration as a valid Joint Venture. The Agreement should include:
 - a. The Joint Venture members, should be "jointly and severely liable"
 - b. The agreement shall specifically state it is valid for project (or class of projects) for which the bidding is done.
 - c. The agreement should specify the Lead Member.
10. In case of unincorporated Joint Venture or partnership firm or Consortium, separate information/supporting documents in respect of each of the partners/members should be provided.
11. Details & experience of Key personnel & manpower to be deployed as per Form 12.
12. List of minimum plant and equipment proposed to be deployed for executing the project as per form 13.
13. Quality Management & Related Experience as per form 14.

3.2 Bidders are required to submit the information in the prescribed format(s) (Form 1 to Form 14) enclosed at the end of this section for Qualification Statement.

3.3 Proposal(s) submitted by an unincorporated Joint Venture or partnership firm or Consortium must provide a written agreement among all the members/partners, which describes the responsibilities and equity commitments of all the members/partners. The Agreement shall be attached in Form 11. The authority of

the lead member or lead partner to act on behalf of the unincorporated Joint Venture or partnership firm or Consortium shall be evidenced by a power of attorney, signed by legally authorized signatories of all the members/partners as given in Form 2 unless specially advised to the contrary, TCIL will assume that the lead member/lead partner is authorized to perform all the tasks, including, but not limited to, providing information, responding to inquires and entering into contractual commitments on behalf of the unincorporated Joint Venture or partnership firm or Consortium as the case may be. Any and all limitations to the authority of the lead partner/lead member designated person should be detailed in such power of attorney. The format of such power of attorney Form 3 as provided in the TENDER document.

- 3.4** Each member/partner shall accept joint and several responsibilities for the obligations of the unincorporated Joint or partnership firm or Consortium as a whole during the Proposal Validity Period. All proposals shall indicate the full legal name of each member/partner who shall abide by terms of the proposal.
- 3.5** The Bidder shall provide information on current projects undertaken by the Bidder and all members of the Joint Venture/partnership firm/Consortium as given in the Form 8 of the TENDER Document.
- 3.6** The Bidder shall provide financial default Information for Bidder/each Consortium and Joint Venture/partnership firm/incorporated Joint Venture Member as given in the Form 9.
- 3.7** The Bidder shall provide information on current litigation status as per the Form 10.
- 3.8** 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.
- 3.9** 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 for MAINTENANCE WORK AT NABHA.
- b) Tenderers who wish to download the tender documents from TCIL website should submit DD for Rs 1000/- in favour of TCIL Nabha 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 –**”
- d) **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, the financial offers will be opened.

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

- 6.1 The tenderer shall deposit EMD along with 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 Nabha 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 tenderer shall be returned without any interest after the tenderer as per Performa attached with the documents has furnished the required performance bond.
- 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 and bridge works and other Appurtenant works to the contractor as per details given in Technical specifications & Drawings. However, the contractor shall have to make his own arrangements for land required by him for site offices, casting yard, testing laboratories. Labour camps, other camps, etc.

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 14.

conditions

Section II: General Conditions of Contract

Section III: Schedules

Section iv : Special Conditions and Technical Specifications

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
- (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

Priced bill of quantities

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)

Not applicable

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 195 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 unit of each item shall be calculated by multiplying quantity by rate.

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 charge 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 successful tenderer will be required to furnish irrevocable Bank Guarantee from a scheduled bank by way of Performance Guarantee for due performance of the Contract and shall submit after award of work and before signing of the Contract/Agreement, for a sum worked out @ 5% (five percent) of the contract value. The Performance Guarantee shall remain valid upto completion of the work and the same shall be released on satisfactory completion of work defect liability period of 3 months or finalization of bill whichever is later.

29.2 Forfeiture of Performance Guarantee

In case the Contractor fails to complete/perform or fails to rectify any defect in the work by the stipulated period of completion or any extended period as authorized by the competent authority; TCIL, without prejudice to any other rights and remedies available under the contract, shall forfeit and encash the Performance guarantee Amount.

29.3 In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the Contractor. The Contractor forthwith, on demand from TCIL, shall make good the deficit.

30. Retention Money

30.1 Retention Money shall be collected by deductions from the running bills of the contractor at the rate of 5% (five percent) of the gross amount of the work done in each running bill subjected to a maximum of 5% of contract value. The Retention Money shall be retained in cash and the same shall be released after three months from date of completion of work i.e. till the expiry of defect liability period of finalization of the bill, whichever is later.

30.2 All compensation or any other sums of money payable by the Contractor under the terms of this Contract may be deducted from the Retention Money or from any sums which may be due to or may become due to the Contractor by TCIL on any account whatsoever and in the event of his Retention Money amount being reduced by reason of any such deduction, the Contractor shall within 10 days make good in cash or Demand Draft of any Scheduled Bank in favour of TCIL payable at New Delhi.

30.3 If the Contractor damages, breaks, or destroys the property belonging to the TCIL or others during the execution of the Contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies & recover expenses from the Contractor for which the certificate of the Engineer-in-Charge shall be final and binding.

30.4 The contractor will allow excess to other contractors working at site.

31. Representation:

31.1 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.

31.2 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

32. Implementation Plan:

The tenderer shall submit an implementation plan within 21 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

33. Opening of Technical Bids

- 33.1 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.
- 33.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened and shall be returned.
- 33.3 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.
- 33.4 The sealed envelope containing the Financial Bid shall not be opened at this Stage.

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

- 34.1 Prior to evaluation of Technical Bids, the Employer will determine whether the bid is accompanied by required EMD.
- 34.2 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.
- 34.3 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.

- 34.4 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.
- 34.5 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.

35 Opening of Financial Bids.

- 35.1 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.
- 35.2 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.

36 Examination of financial Bids

- 36.1 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.

37 Correction of Errors

- 37.1 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.
- 37.2 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.

38. Evaluation and Comparison of Financial Bids

- 38.1 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.
- 38.2 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.
- 38.3 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.

39. Clarification of Bids

- 39.1 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.
- 39.2 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.
- 39.3 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.

40. Process to be Confidential

- 40.1 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 PIDB, Govt of Punjab.
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.
- 5.1 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 180 days

Date of start shall be reckoned from 7th day after the date of issue of letter of acceptance.

7. Liquidated damages :

Liquidated damages shall be charged @ 1% 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 90% payment shall be made against satisfactory completion of work as per MORTH Specifications and Relevant IRC Code as per BOQ & Technical specifications at site on submission of Performa invoice and relevant tax paid documents on certificate of quantity/quality verified by TCIL engineer.
- 8.2 5% shall be released after 30 days of date of completion/ taking over of work .
- 8.3 Balance 5% shall be released after 3 months of date of completion/ taking over of work on successful completion of defect liability period.
- 8.4 No payment will be made for works rejected on testing.
- 8.5 Performance Guarantee will be released within 3 months of finalization of bill or within three months of completion of defect liability 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 Punjab, 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 Punjab 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 Punjab.
 - 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 borne by the Contractor. The insurance policy will be valid till defect liability and maintenance period of 12 months.

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 Punjab.

10. **Designs drawings and approvals :**

As per details in the attached schedules Volume I Section III

11. **SPECIFICATIONS :**

As per special conditions and Technical Specifications, Section iv

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

As per Bill of quantities

0.1.1 13. ASSENT AND CONSENT :

0.1.2

0.1.3 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

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 Prequalification process for the **“Upgradation, Operation and Maintenance of(Name of Road Project).....”** (the Project) as a member of(name of Consortium) independently, we(name of the authorizing company), a company incorporated under the laws of....., the registered address of which ishereby duly authorizethe registered address of which isto lawfully represent and act on our behalf as the Lead member of the Consortium/Joint Venture/Partnership firm to sign any qualification statement, Proposal, conduct negotiations, sign contracts, incur liabilities and received instructions for us and or our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with the other members of the Consortium/ Partnership Firm/Joint Venture, to the TCIL for all the obligations of the Consortium/ Partnership Firm/Joint Venture 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(name of lead entity/member) 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 of2006 in the presence of the following witnesses.

Witness 1
Signature
Name.....
Address :.....

Witness 2
Signature
Name.....
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 3 : POWER OF ATTORNEY BY LEAD MEMBER / PARTNER IN FAVOUR OF DESIGNATED PERSON(S)

Know all men by these presents that we incorporated in India under the Companies Act, 1956 and having its Registered Office at(India) ("Hereinafter called the Company") DOTH hereby nominate, constitute and appoint Shrito be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely :-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of Tender documents (TENDER) /Financial bid and all affairs ancillary or incidental thereto.

2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof Mr..... of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in itshas signed this Power of Attorney at on this

The signatures of Shrigiven below are hereby certified.

WITNESS:-

- 1.
- 2.

CERTIFIED

FORM 4: INFORMATION ABOUT BIDDER

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Name of the Bidder :

Names, roles and proposed equity shares of all the members of the Bidder should be given below:

S.NO.	Member's Name	Role
Proportion of Equity		

1. Information about Lead Member/Lead Partner

Registered Name of Lead Member/Lead Partner :

Main Business :

Address of Lead Member/Lead Partner:

Telephone :

Fax :

E-mail :

2. Information about Designated Person(s)

Name :

Position :

Telephone :

Fax :

E-mail :

3. Equity contribution by Members/ Partners

Name of Lead Member/ Lead Partner

Equity Contribution

1.

2.

Note:

1. In case of a Consortium / JV / Partnership Firm, Copy of Bidder's interse agreement / Power of Attorney, if any, should be attached.

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

Note:

1. Particulars should be furnished separately by each member / Partner

FORM 6 : 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 :	<i>Actual</i> Planned
4. Cost break-down by major components :	
5. Date of start of work	<i>Actual</i> Planned
6. Date of Construction Completion	<i>Actual</i> Planned
7. Date of commission of the Project	<i>Actual</i> Planned
8. Bidders Role in the Project :	
Prime Contractor Contractor	Arranger O&M
Partner in Consortium	Leading Partner in Consortium

Others (Please specify)
9. Name, Address Contact Person, Tel/Fax of the Members and Their roles in the Project :
10. Location of the Project :
11. Technical Details of Major equipment used in high way projects, if applicable :
12. Operating Performance : (for the immediately proceeding three years)
13. Name : Address : Contact Person : Tel/Fax of the Owner of the Project
14. Details of the Project Company Name : Address : Contact Person : Tel : Fax :
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.

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 7: 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 8 : CURRENT PROJECTS FOR BIDDER

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

Description of Work	2005	2006	2007	2008
	Cost of Project & Year schedule for Completion	Amount to be invested		
1				
2				
3				
4				

Note:

1. Bidder and each Member / Partner shall provide information on its total commitment to the project, i.e risk capital (equity, contract turnover, liquidated damages, promoters guarantees).

FORM 9 : FINANCIAL DEFAULT INFORMATION FOR BIDDER

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

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 (Current value, Rs. Millions Equivalent)

FORM 10 : CURRENT LITIGATION STATUS

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

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 <u>underlined</u>)	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 11: AGREEMENT (IN CASE OF JOINT VENTURE)

**(To be submitted by Lead member/Lead Partner of the Consortium/
unincorporated Joint venture/Partnership firm)**

