

Notice inviting tenders (Pre-bid)

Notice No. : TCIL/05/527/291/2011/ACD

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Sub : Consultancy services for construction of ITI buildings at Raibareilly (U.P.)

Agencies experienced in consultancy of buildings projects and having proper resources and manpower and interested in working in association with TCIL may send their " Expression of Interest" along with their Rates for work, latest by 03.00 P.M. of 02.01.2012 at the following address.

Details of work such as BOQ, technical specifications, location of work etc. are available in the detailed tender document , a copy of which can be obtained from the office of undersigned up to 2.00 P.M. of 02.01.2012 on submission of a written request and a draft of Rs. 400/- only in favour of ' Telecommunication Consultants India Limited' payable at New Delhi towards the cost of tender document by the interested agency at the following address.

The further details are available on TCIL Website or can be obtained from undersigned.

The received tenders shall be opened at 4.00 P.M. on 02.01.2012 at TCIL Bhawan New Delhi.

For any information, please contact:

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Name of work: **Consultancy services for construction of ITI buildings at Raibareilly (U.P.)**

Preliminary Assessed Cost (PAC): Approx. Rs. 64 Lacs only.

1. Eligibility Criteria: -

a. Experience of having successfully completed similar works during last 7 years ending 30.11.2011 should be either of the following: -

a. Three similar works each completed and each costing not less than 40% of the PAC cost

OR

b. Two similar works each completed and each costing not less than 50% of the PAC cost

OR

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

Similar work will be considered as Consultancy services for building projects in govt./semi govt./reputed private organization. The work experience for projects of similar nature in progress may also be considered subject to submission of a suitable experience certificate by the client.

b. Average annual turnover of the consultancy projects for bidder for last three years ending on 31.03.2011 should be 50% of PAC.

c. Agency should not be blacklisted by any Govt./semi Govt./ autonomous institutions.

2. Submission of offer :

a) Agency shall submit his offer in two envelopes marking "Envelope No. 1 (Technical Bid)". Envelope No. 1 shall contain EMD and documents in support of Eligibility of the agency as per para No. 1 above.

b) Envelope No. 2 marked "Price Bid" shall contain the signed MOU and the Financial Offer. Financial Offers of those agencies shall be opened who meet the eligibility criteria.

c) Envelops containing "Technical Bid" and "Price Bid" shall be put together in one marked "Offer for Tender No. _____"
(Name of Work)

3. EMD:

Interested party should deposit EMD as 0.4 % of the estimated cost of works only in the form of DD/ bank guarantee in prescribed format in favour of TCIL New Delhi/ FDR or CDR or NSS pledged to Telecommunication Consultants India Limited New Delhi for a minimum of 90 days.

4.Equipments

Agency should submit a list of equipments etc available with the agency.

5.Experience:

Experience of consultancy services for building projects.

6.Terms & Conditions:

All the terms and conditions of the NIT as prescribed in the Bidding tender documents of client shall be applicable on back-to-back basis including all tax liabilities, except the conditions given in the "MOU" and "Terms & Condition".

7. Insurance:

TCIL shall take Insurance Policy as per requirement of the client. Cost of insurance @ 0.70 % of contract value shall be borne by the Agency.

8. MOU:

Agencies willing to participate shall sign the MOU and submit the same along with their offer to avoid risk of rejection their bid.

Attachments: Draft MOU

For further details, Please refer detailed tender document.

Atul Kumar Jain
General Manager (Civil)
TCIL New Delhi

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made and entered into this _____ day of _____ '2011 between Telecommunications Consultants India Ltd., a Govt. of India Enterprise, having its Corporate Office at TCIL Bhawan, Greater Kailash – I, New Delhi – 110 048 (hereinafter called 'TCIL')

AND

M/s _____ (Name and address of Agency) on the other part (herein after called as 'Agency')

Whereas TCIL is a prime contracting and engineering company and undertakes projects in all the fields of telecommunications, civil constructions including road constructions.

Whereas M/s _____ are engaged in civil construction works under various departments and having experience in similar works for the last _____ years.

Whereas TCIL has participated in a tender for _____
(Name of work)

Whereas TCIL had invited competitive quotes from the bidders for participating in the works and whereas the agency has agreed to execute the work as per the specification of the client.

Now this MOU witnesseth as under;

1. It is mutually agreed that following documents shall be deemed to form, read and construed as part of this MOU.
 - i) Tender document issued by the client _____.
 - ii) Offers dated _____ submitted by the Agency.
 - iii) MOU between TCIL and agency.

2. On acceptance of TCIL's tender, TCIL shall award part or whole of the work as mutually agreed to the agency and, the agency shall mobilize immediately and execute the work speedily and assure quality in works and achieve the Progress as stipulated in the contract between TCIL and the client. All terms and conditions of the tender issued by the client shall applicable on back to back basis except pricing, payments, right of termination by TCIL and execution of the work at the risk and cost of the agency.

3. The Agency shall submit EMD in the form of Bank Draft/ Bank guarantee as amounting to 0.4% of the estimated cost of work only. EMD shall not carry any interest and shall be returned in case contract is not awarded to TCIL subject to return of TCIL's EMD by the client / Client.

4. In case the Agency withdraws from the offer or fails to sign the agreement or fails to furnish the back up performance security within the stipulated period, the EMD shall stand forfeited by TCIL.

The earnest money shall despite signing of the agreement and furnishing the performance guarantee be retained as part of security deposit.

5. On award of the works to the agency, the agency undertakes to carry out the same work as per specifications of the client and to the best satisfaction of Client / TCIL towards quality of works.
6. Agency has confirmed that it owns requisite construction machinery and has resources and shall deploy the same for execution of the project and shall complete project in scheduled time.
7. The work shall be awarded to the agency at the rates _____ . Agency agrees that while making the progress payments to the agency by TCIL, all deductions made by the client shall be deductible from the agency's bills by TCIL. Agency agrees that all tax liabilities including Works Tax / VAT on total contract value shall be borne by agency.
8. TCIL shall take Contractor's all risk policy in accordance with the requirement and deduct 0.70% of the contract value from the agency towards premium. Contractor shall take other policies required for all plant and equipment/workman compensation etc.
9. Agency shall provide and establish well-equipped labs to meet the requirement of Client at his own cost.
10. Agency shall comply with all applicable local laws regarding labour, mining laws etc. and payment of royalty, license fee for contract labour, if any, shall be entirely borne by the agency.
11. All statutory deductions such as Income Tax deductible at source / VAT shall be deducted by TCIL for which due certificate shall be given to the agency.
12. It is agreed between the parties that all marketing, inspection costs and other costs shall be on account of the agency.
13. Agency undertakes to deploy requisite own working capital to execute the contract.
14. Payment Terms : Payment to the Agency shall be on back to back i.e. on receipt of the payment, corresponding payment shall be released by TCIL to the agency. In case the contractor desires, 50% payment can be released on the value of work certified by TCIL/Client. Such payments shall bear an interest at SBI base rate plus 6.5 % from time to time to a minimum of 12% per annum at quarterly rest till the amount is fully recovered from the agency.
15. Performance Security: The agency shall provide back up performance Bank Guarantee from a scheduled Bank through its branch in New Delhi. The bank guarantee shall be an unconditional and irrevocable guarantee payable on demand and without demur.

16. In case of delay in execution of work, LD as per terms of bidding tender of the client shall be applicable. In case of continued delay, on breach of other contract conditions TCIL may terminate the contract and get the work carried out at the risks and costs of the agency.
17. In case the client deducts / withholds some amount towards checking, discrepancies, delay or any other reasons, the same shall be deducted / withheld from the bills of agencies.
18. Arbitration: Any dispute in relation to or arising out of this MOU shall be resolved amicably by the parties. Unresolved disputes shall be referred to Arbitration. The Arbitrator shall be appointed by the CMD, TCIL, New Delhi. The venue of Arbitration shall be New Delhi. Laws of India shall be the governing laws under this MOU.
19. On award of works to the agency, a detailed agreement shall be signed where the main agreement between the client and TCIL shall form part except the pricing schedule.
20. The agency understands and agrees that he has read the tender document of the client / Client fully and carefully. It is expressly understood and agreed by the agency that all duties and obligations of TCIL towards the client / Client shall be that of the agency for the corresponding portion of work awarded to and executed by it.
21. TCIL shall get registered with the Commercial Tax Department in the State of _____ and apply for composite scheme for the Works Contract Tax. The agency shall extend all assistance in this regard. Works Tax shall be borne by the agency and agency shall also get themselves registered with the Commercial Tax Department of _____.
23. This MOU is valid for the specific work as awarded by TCIL.

M/s. Telecommunications Consultants India Ltd.

For Contractor

Signatures of the authorized representative
of TCIL

Signature and Seal