



**Tender  
For  
Execution of Public Health work  
Component for Construction in  
Sector 63, Chandigarh**

**Tender No. TCIL/Civil/CHD/PH/RE/2012**

**Telecommunications Consultants India Ltd.**

House No. 498 , Phase X,

Sector 64, MOHALI (Punjab)

Email: [pdtcilchandigarh@gmail.com](mailto:pdtcilchandigarh@gmail.com)

## **TERMS AND CONDITIONS**

All materials and workmanship mentioned in the tender shall be as per prescribed terms and conditions, specifications in general & specified items in particular as forming part of agreement between TCIL and the client i.e. M/s CHB unless otherwise stated herein under. The clauses herein below will have overriding effect in case of any conflict with provisions mentioned in the agreement between TCIL and the client. The tenderer shall read and is deemed to have read the said entire terms conditions and specifications between TCIL and the client and it shall be understood that works will have to be executed as per the CONDITIONS AND SPECIFICATIONS of the client.

A person signing the tender form or any other documents forming part of the contract on behalf of the tenderer shall be deemed to warranty that he has authority to bind the tenderer and if it subsequently comes to light that the person so signed had no authority to do so, TCIL may without prejudice to any other civil and criminal remedies cancel the contract or the tender and hold the tenderer liable for all costs, charges and damages.

**The tenderer shall not sublet, transfer or assign the contract or any part thereof without the written permission of TCIL/Client.**

Nothing extra shall be paid on account of any discrepancy in nomenclature of item. The tenderer shall see the site of work & seek clarifications if any before submitting the tender.

Any cutting, overwriting etc. in tender must be signed by the tenderer.

**TCIL reserves the right to distribute the work to more than one agency and increase or decrease the quantity without assigning any reason.**

**All terms and conditions other than indicated below shall be applicable to this contract on BACK TO BACK BASIS.**

### **1. EARNEST MONEY:**

Interested party should deposit EMD of Rs. 100,000/- (One Lacks) in the form of Demand Draft in favour of Telecommunications Consultants India Ltd. New Delhi.

In the event, Agency withdraws its offer within the validity period of offer once submitted for any reason whatsoever or fails to furnish the back up performance security within the stipulated period or fails to carry out any work as per this Agreement, the EMD shall automatically stand forfeited by TCIL.

**2. VALIDITY OF OFFERS:**

The tenderer agrees that the rates submitted shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders.

**3. SIGNING OF TENDERS:**

All pages of the tender document must be signed and stamped by the tenderer. The signing of the tender by the tenderer shall be considered acceptance of all the stipulations and provisions of these conditions and associated documents as an integral part of the contract.

**4. ACCEPTANCE OF TENDERS:**

The acceptance of tender will rest with Chairman and Managing Director, TCIL who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

TCIL does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

If any tenderer stipulates any conditions of his own, such conditional tender is liable to be rejected. Upon acceptance of the tender by TCIL, the tenderer shall sign an agreement with TCIL for the works subcontracted to him under the tender.

**5. PERFORMANCE BANK GUARANTEE:**

The tenderer, whose tender is accepted, will be required to furnish a security by way of a Performance Guarantee 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 5% of contract value, within one week of receipt of the award letter from TCIL. The Performance Bank Guarantee shall be in a format that shall be made available to the successful tenderer along with the letter of award. The Performance Bank Guarantee shall remain valid for a period of One years in addition to the time of completion of works and shall not be released before end of the defect liability period as per the agreement between TCIL and the client.

**6. PRICES:**

The prices are to be submitted in the formats given in FORM OF BID attached with the tender documents.

The percentage applicable on construction items on the Schedule of Rates attached with the tender documents submitted by the tenderer are to remain fixed for the entire work as specified in the Price Schedule and for the full period

of the contract including any extension of time that may be granted. No claims towards extra payment shall be accepted by TCIL.

**7. TAXES:**

The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, VAT, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the tenderer will have to pay for the performance of this Contract. TCIL will perform such duties in regard to the deduction of such taxes at source as per applicable law.

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

All royalty charges payable for mineral, materials - like sand, moorum, stone metal, grit etc. shall be payable by the tenderer. The tenderer shall submit proof of having paid the same for the entire quantity of material supplied.

**8. TIME OF COMPLETION:**

**15 (Fifteen) months** i/c rainy season. The time of completion shall be considered from 10<sup>th</sup> days after the award of work.

**9. PAYMENT TERMS:**

**A) 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.

**B)** In case the contractor desires, 50% payment can be released on the value of work certified by Client M/s CHB. Such payment shall bear an Interest at SBI PLR rate from time to time to a minimum of 11% per annum of quarterly rest till the amount is fully recovered from the agency.

**C)** In case client deducts/withholds any amount from the bills of TCIL for any reason whatsoever correspondingly, the same shall be deducted from the bills of agencies.

**10. SCHEDULE OF QUANTITY AND RATES:**

The value of work to be executed is as given in the NIT is approximate. Quantities can increase or decrease during actual execution. Final quantities shall be as accepted and approved by the client. The rates submitted by the tenderer shall remain valid and fixed for all quantities accepted by client and for the entire duration of the contract.

**11. DISPUTES / ARBITRATION:**

In the event of any dispute or difference arising between TCIL and the tenderer in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of implementation of contract, in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL, within 90 days of occurring of dispute who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The tenderer expressly agrees that the arbitration proceedings shall be held at New Delhi. In case the tenderer wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.

**12. PAYING AUTHORITY:**

The payment shall be released by the Project Director, Chandigarh.

**13. LIQUIDATED DAMAGES:**

Liquidated damages shall be payable for any delay due to the reasons attributable to the contractor at the rate of 2% per week or part thereof subject to the maximum of 10% of the contract value. However the LD recoverable from the contractors shall be limited to the LD imposed by the client on TCIL.

14. In case party desires that Cement/Steel/any other material shall be procured by TCIL from any other agency on the request of the agency, the same shall be purchased and sold to the agency at procurement price plus 1% on sale value. In addition the agency shall pay interest at PLR Rate of SBI with a minimum of @ 11.0% p.a. on quarterly rests, from the day TCIL makes payment to supplier till amount is fully recovered.

**15. FORCE MAJEURE:**

a) Apart from and an addition to what is stipulated in the Civil Court of New Delhi the following occurrence may according to the circumstances constitute case of Force Majeure and absence of Force Majeure.

- i) The unforeseen act of third party for which the supplier is not responsible,  
or
- ii) An official prohibition preventing the performance of the order,  
or
- iii) A natural catastrophe such as an earthquake, lightening or civil war.

b) Absence of Force Majeure;

- i) A strike or lockout taking place in the undertaking of the supplier or affecting the branch of business in which he carries out its activities, or

ii) An increase or reduction in the price of raw material necessary for the performance of the order, or the enactment or new legislation whereby the obligations of the supplier become more onerous.

**16. AGREEMENT:**

After acceptance of the tender, the tenderer shall enter into an agreement with TCIL in the format attached with the tender.

**17. CONTRACTOR'S RISK:**

All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks which are:

- (a) In so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- (b) A cause due solely to the design of the Works, other than the Contractor's design, are the responsibility of the tenderer.

**18. LABOUR LAWS:**

The tenderer shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer shall, if required by the TCIL, deliver to TCIL a return in detail, in such form and at such intervals as TCIL may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the tenderer.

During continuance of the Contract, the tenderer shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The tenderer shall keep TCIL indemnified in case any action is taken against the TCIL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If TCIL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the tenderer, TCIL shall have the

right to deduct any money due to the tenderer including his amount of performance security. TCIL shall also have right to recover from the tenderer any sum required or estimated to be required for making good the loss or damage suffered by TCIL.

**EPF Contribution of Labour**

**The agency shall deposit EPF Contributions directly to RPFC on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provision of EPF & Miscellaneous Provisions Act 1952. The agency shall obtain inspection report for compliance from inspector RPFC office for the period of the contract for this work and shall submit to TCIL as a proof of EPF Contribution.**

19. Contractors shall get them selves registered with the Commercial Tax Department of the State.

**20 TERMINATION OF CONTRACT:**

In case of failure of the tenderer to perform the contract as per the terms and conditions and to the satisfaction of Client/TCIL, TCIL reserves the right to terminate the contract without assigning any reason. TCIL shall have a right to execute the work through any agency at the risk and cost of the contractor. In case of termination of TCIL's contract by client, the agencies contract with TCIL will stand automatically terminated.

**21. INSURANCE:**

TCIL shall take CAR Policy of insurance for the project and shall deduct 0.70% from their bills towards insurance.

Contractors shall arrange the workman compensation, policy and insurance for their tools, plants and equipment directly from the insurance companies.

In case of damages, the contractor shall submit the claim to the insurance company along with required documents in time. If the case is not submitted in time and claim becomes time barred, it shall be the responsibility of the contractor.

Claim settled by the insurance company shall be passed on to the contractor.

22. Agency shall provide and establish well-equipped labs to meet the requirement of TCIL/Client at its own cost.
23. TCIL shall get registered with the Commercial Tax Department under the provision of Punjab General Sales Tax Act 1948 as applicable in UT, Chandigarh and apply for composite scheme under VAT for works Tax. The agency shall extend all assistance in this regard. Works Tax shall be borne by

the agency and agency shall also get itself registered with the Commercial Tax Department under the provision of Punjab General Sales Tax Act 1948 as per laws.

## 24. SCOPE OF WORK

### A) Scope of work:

The scope of work shall consist of the following:

Execution of various works for Chandigarh Housing Board Project as prescribed in the BOQ and as per specification of CHB and CPWD Specification

### B) Specifications:

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

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

### C) Time of completion:

All the works shall be completed in fifteen months. The date of start shall be reckoned from 10<sup>th</sup> day of issue of the Letter of Award by TCIL.

D) All materials required in the works shall be arranged by the Agency.

### E) Drawings:

Work shall be executed as per the "Good for Construction" drawings issued by Client/ TCIL.

### F) Quality of works:

All workmanship shall be:

- a) Of the respective kinds described in the Contract and in accordance with the instructions of Client/TCIL.
- b) Subjected from time to time to such tests as Client/TCIL may require on the site or at such other place.

The Agency shall provide such assistance in labor, etc as normally required for examining, measuring and testing as may be required by Client/TCIL. The

testing of the workmanship shall be carried out by TCIL and rejected works shall be rectified by the Agency as per directions of Client/TCIL till the same are completed to full satisfaction of Client/TCIL. Charges for removal/rectification of such works shall have to borne by the Agency and no claims whatsoever shall be payable by TCIL.

## 25. APPROVED MAKE

Approved makes of various items (wherever prescribed) for use under his contract.

S.No.	ITEMS	MAKE
1.	G.I. Pipes (ISI marked)	TATA
2.	G.I. Fittings (ISI Marked)	AVR, R
3.	S.W. Pipes (ISI Marked)	Any reputed make
4.	China Ware (ISI Marked)	Hindware, M – Cera & Parryware.
5.	Centrifugally Cast (Spun) Iron pipes & fittings (ISI Marked)	Any reputed make.
6.	HCI Gully Trap	NIF, NIC, NECO, HTM
7.	Pre-cast Concrete I C Covers & frames (ISI Marked) and G.T. covers and frames with CHB logo.	Any reputed make.
8.	Polyethene Water storage tanks (ISI marked)	Sintex

**FORM OF AGREEMENT**

THE AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ 2012 between the TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED., NEW DELHI (hereinafter called the "TCIL") of one part and \_\_\_\_\_ M/s. \_\_\_\_\_ (hereinafter called the "contractor") of the other part.

Whereas TCIL is desirous that Contractor shall execute the work vide tender No. \_\_\_\_\_.

**NOW THIS AGREEMENT WITNESSETH as follow:**

1. In the Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract thereafter referred to
2. The following standard documents in addition to the documents attached with NIT, shall be deemed to form and be read and construed as part of Agreement viz.
  - (a) Tenderer's offer
  - (b) The Conditions and Specifications of the client.
  - (c) The Letter of Acceptance.
  - (d) Negotiation letter (If any).
3. In consideration of the payments to be made by TCIL to the tenderer, the tenderer hereby covenants with TCIL to execute complete and maintain the works in conformity in all respects with the provisions of the contract.
4. TCIL hereby covenants to pay the tenderer in consideration of execution, completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

IN WITNESS whereof parties have hereunto set their respective hands and seals the day and year first above written.

**For & on behalf of the TCIL  
Tenderer**

**For & on behalf of the**

**FORM OF PRICE BID**  
**(To be submitted on the letter head of the tenderer)**

Date : \_\_\_\_\_

**Project Director**  
TCIL Chandigarh  
TCIL Bhawan,  
Greater Kailash  
New Delhi.

**Subject: Tender No. TCIL/Civil/CHD/PH/RE/2012 for “ Execution of Public Health work Component for Construction of 120 three Bed Room Flats Gr. – VII in Sector 63, Chandigarh for CHB”.**

Dear Sir,

I/We offer to execute the works in the **tender No. TCIL/Civil/CHD/PH/RE/2012 for “ Execution of Public Health work Component for Construction of housing project in Sector 63, Chandigarh ”** and remedy any defects therein, and carry out the work in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities, at \_\_\_\_\_ % **Above / Below** on schedule of rates.

Our offer shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders.

We undertake to submit the Performance Bank guarantee within one week of receipt of the letter of award from TCIL.

If TCIL so desires, it can split the tender in various components/(Labour, Material & Machinery) by keeping the overall contract price equivalent to the quoted offer.

**Name of Tenderer:-**

**Signature of Tenderer**