

Tender Document

For
Consultancy services for buildings at ITI Raibareilly (U.P.)

Tender No: TCIL/05/527/291/2011/ACD

Date of publication: 19.12.2011

PART - 1- Technical Bid

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Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)

TCIL Bhawan, Greater Kailash-I

New Delhi - 110048 (India)



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PART- 1

TECHNICAL BID

SECTION-1

Notice Inviting tenders

Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)
TCIL, 3rd Floor, TCIL Bhawan, Phone : 011-26242308, 26241514
Greater Kailash, New Delhi - 110048 Fax : 011-26241514

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

Date of Publication:- 19.12.2011

Last Date : 02.01.2012

Sub : Tender for "Consultancy services for buildings at ITI Raibareilly (U.P.)".

Tenders in two bid system are invited from reputed and experienced consultants for providing Consultancy services for buildings at ITI Raibareilly (U.P.).

The agencies having ability and experience in preparation of detailed planning, design and drawings etc and providing all services for necessary approval of such planning, design and drawings etc from state and central government concerned departments and interested in working in association with TCIL may submit their tenders along with their technical and financial offer latest by **3.00 P.M. of 02.12.2012** at the address given below.

The received offers shall be opened on the **02.12.2012** at **4.00 P.M.** at TCIL New Delhi. Details of work such as BOQ, terms & conditions etc are available in the detailed Tender document, a copy of which can be obtained from the following address after Submission of written request with a fee of **Rs. 400/-** in the form of D.D. in favour of Telecommunications Consultants India Limited payable at New Delhi against tender Document fees.

A set of Tender may be downloaded from TCIL web site and can be used for submission. For such tender form, consultant will require to submit a D.D. of Rs. 400/- only in favor of "Telecommunication Consultants India Limited" payable at New Delhi towards the cost of tender document.

For further details, please contact-

Shri Atul Kumar Jain
General Manager (Civil)
3rd Floor, TCIL Bhawan,
Greater Kailash, New Delhi-110048
Ph : 011-26202308/26241607
E-mail: atuljain@tcil-india.com

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

Dated 19.12.2011

NOTICE INVITING TENDER

Sealed tenders are invited from eligible bidders for **Consultancy services for buildings at ITI Raibareily (U.P.)**.

1	Name of the work	Consultancy services for buildings at ITI Raibareily (U.P.)
2	Estimated value of work Consultancy Work	Rs.58, 75,000/- only
3	Cost of tender document	Rs 400/- (Rs. four hundred only) payable in the form of D.D./banker's cheque in favour of 'Telecommunication Consultant India Limited' payable at New Delhi.
4	Earnest Money Deposit	0.4% of the estimated value of work payable in the form of D.D./banker's cheque in favour of 'Telecommunication Consultant India Limited' payable at New Delhi / bank guarantee in prescribed format.
5	Performance Guarantee Amount	10% of the Contract value – to be deposited at the time of signing the agreement
6	Stipulated period of completion	23 months.
7	Defect liability period	One year from the certified date of completion for construction work.
8	Validity of Bid	120 days from the last date of receipt of tender.
9	Date, time and place of submission of tenders	02.01.2012 up to 15:00 hrs. At the office of General Manager (Civil), TCIL Bhawan, Greater Kailash-1, New Delhi-110048.
10	Date of opening of technical bid of the Tender	02.01.2012 at 16.00 hrs. at the office of General Manager (Civil), TCIL Bhawan, Greater Kailash-1, New Delhi-110048
11	Date of opening of Financial bids of the Tender	To be notified separately to technically qualified parties.
12	Rate of liquidated damage	2% per week or its part (the part shall be counted as one full week) up to a maximum of 10% of the awarded value of contract.
13	Officer to be contacted (Name and Address)	1. Sh. S.P. Sharma Executive Director (Civil) 2. Sh. Atul Kumar Jain General Manager(Civil) TCIL Bhawan, 3 rd Floor, G.K. 1 New Delhi-48

Tender documents shall be available from the office of General Manager (Civil), 3rd Floor, TCIL Bhawan GK-I, New Delhi - 110 048 on payment of non-refundable fee of INR 400 (INR Four hundred only) by Demand Draft in favour of "**Telecommunications Consultants India Ltd.**", Payable at New Delhi.

Tenderers requesting tender documents through post should include an additional amount of INR 50. Mailing of tender will be wholly at the risk of the Tenderers.

Last date of sale of **tender documents is 02.01.2012 up to 2 p.m.**

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

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

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Last date for seeking clarification, if any : 5 (five) days prior to the date of opening. Bidders are advised to check the TCIL website regularly for amendments, if any. **ELIGIBILITY CRITERIA**

Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned below:

1. Average Annual Financial Turnover during last 3 years ending 31st March 2011 should be at least 50% of the estimated cost of the work.
(Please submit copies of audited balance sheets of last 3 years).
2. Experience of having successfully completed similar works during last 7 years ending 30th November 2011 should be either of the following:
 - a) 3 (Three) similar works each costing not less than 40% of the estimated cost.
Or
 - b) 2 (Two) similar works each costing not less 50% of the estimated cost.
Or
 - c) One similar work costing not less 80% of the estimated cost.

Similar work means "Consultancy services for architectural planning and structural designing, preparation of design and drawings etc for a buildings complex project including civil, electrical / Water Supply / Sewerage Works / Other Civil Infrastructure Works". The cost of similar works shall mean the completed cost/ value of consultancy contract and not the cost of construction contracts for which the consultancy was provided. Experience for work in Progress may only be considered if supported with a client's proper certificate.

(Please submit copies of Completion certificates from client mentioning the nature of work, value of work and time period. In case of govt. Deptt./Semi Govt./Autonomous Bodies, the certificates shall be considered valid only if it is issued / counter signed by an officer not below the rank of Executive Engineer. In case of other clients, the certificate should be issued by the MD/Director of the company).

3. Bidder should not be blacklisted / debarred by any Government / Semi Government Department / PSU.
(Please attach an undertaking (self certification on bidders letter head) that the bidder is not blacklisted by any Government Department / PSU).

Note: 1. In case of award of contract, the bidder will be required to register themselves under Sales Tax, Income Tax, EPF, Service Tax and any other Statutory requirements, wherever applicable.

2. Bidder must be capable to provide the required office equipments along with experienced man power. A list of available equipments and man power is required to be provided along the technical bid. Bidder shall be required to submit an undertaking that all the required machineries, equipments, technical man power, skilled, semi skilled and non skilled manpower shall be provided by him in accordance to the directions of engineer in charge / employer.

EVALUATION

The evaluation will be done on the total bid value. The bidder is required to quote for all the items of the BOQ. Partial bid is liable to be rejected.

Earnest Money equivalent to 0.4% of the estimated cost of the tender by Demand Draft in favour of "Telecommunications Consultants India Ltd." payable at New Delhi or Bank Guarantee in the prescribed format from a Scheduled Bank from its branch at Delhi/New Delhi shall be submitted along with the tender.

EMD shall be required to be deposited by the empanelled parties also (if applicable). Tenders

received without EMD/inadequate EMD shall be summarily rejected.

Tenders received without tender document fee/inadequate tender document fee (in case of downloaded tenders) shall be summarily rejected.

Two-part bid system shall be adopted i.e. **Technical Offer and Price Offer.**

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

The tenders shall be submitted in the Office of General Manager (Civil), TCIL, 3rd Floor, TCIL Bhawan, G.K.-I, New Delhi-110048 on **or before 15:00 hrs, on 02.01.2012.**

In the first stage, the Technical Offers shall be **opened at 16:00 hrs, on 02.01.2012** in the presence of Tenderers or their authorized representatives present at the time of tender opening.

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

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

General Manager (Civil) TCIL New Delhi

END OF SECTION-1

SECTION-2

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

Dated:19.12.2011

INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF BID

- 2.1.1 The Telecommunication Consultants India Limited (TCIL), hereinafter referred to as the Employer, invites Bids for Works (as defined in these documents and referred to as" the works") mentioned in the table given in Annexure- 1.
- 2.1.2 The successful bidder is expected to complete the Works within the stipulated period of completion of the Works, reckoned after considering the mobilization period as mentioned in the referenced clause.
- 2.1.3 Throughout these bidding documents, the terms "Bid" and "Tender" and their derivatives (Bid / tender, bidder / tenderer, bidding/tendering, etc) are Synonymous.

2.2 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 and liable for those costs regardless of the conduct or outcome of the bidding process.

2.3 SITE VISIT

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, building aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the annexure-1.

2.4 CONTENT OF BIDDING DOCUMENTS

The bidding documents are those stated below and should be read in conjunction with any Addenda, if issued.

- 2.4.1 Notice Inviting Tender
- 2.4.2 Instructions to Bidders
- 2.4.3 General (Commercial) Conditions of Contract
- 2.4.4 Special Conditions of Contract
- 2.4.5 Scope of Work and Technical Specifications
- 2.4.6 Price Offer
- 2.4.7 Annexures
 - Annexure-1 Details of the Applicant
 - Annexure-2 Financial Information
 - Annexure-3 Details of Similar Works completed
 - Annexure-4 Project / Work under Execution
 - Annexure-5 Details of office equipments Available
 - Annexure-6 Details of Man Power Available
 - Annexure-7 Affidavit
 - Annexure-8 Format of EMD
 - Annexure-9 Format of Performance Bank Guarantee (PBG)

The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the bidder's own risk. Bids, which are not complete as per the requirements of the bidding documents, will be rejected.

2.5 CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax to the employer through its authorized representative as indicated in the annexure- 1. The Employer will respond to any request for clarification, which he receives more than 5(five) days prior to the deadline for submission of Bids. Copies of the Employer's response will be forwarded to all the bidders, including a description of the enquiry, but without identifying its source.

2.6 AMENDMENT OF BIDDING DOCUMENTS

2.6.1 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, modify the bidding documents by issuing Addenda.

2.6.2 Any Addendum thus issued shall be uploaded on TCIL website and no separate communication will be made with the bidders. The bidders are therefore advised to visit TCIL website regularly for the updates relating to this tender.

2.6.3 To give prospective bidders reasonable time in which to take Addenda into account in Preparing their Bids, the Employer shall extend if necessary the deadline for submission of Bids.

2.7 LANGUAGE OF BID

All documents relating to the Bid shall be in English language only.

2.8 DOCUMENTS COMPRISING THE BID

The Bid submitted by the bidder shall comprise the following:

- Bid Form
- Earnest Money Deposit;
- Price Bid or Bill of Quantities;
- Any other document required to be submitted by the bidders in accordance with these Instructions to bidders.

2.9 BID PRICES

2.9.1 The quantities indicated in the Bill of Quantities are tentative and variations (plus or minus side) can be expected as per provisions mentioned in General Conditions of Contract.

2.9.2 The Bidder shall adopt the Percentage Rate Method or Item Rate Method or a combination of two as specified in the detailed price bid.

- Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the detailed price bid.
- Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the price bid (Bill of quantities).
- The bidder shall fill in rates and prices for all items of work indicated in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when performed and shall be deemed as covered by other rates and prices in the Bill of Quantities. Corrections if any, shall be made by crossing out, initialing and rewriting.

2.9.3 All duties, taxes, octroi and other levies or statutory obligations etc. enforced by the governing body are payable by the Consultant under the Contract, or for any other cause, shall be included in the rates and prices and the total Bid price submitted by the bidder, and the evaluation and comparison of Bids by the Employer shall be made accordingly.

2.9.4 Any alteration in any of the clauses/drawings/documents forming part of the tender shall make the tenderer disqualified.

2.9.5 Any concession in State or Central taxes during the contract period shall be passed to the Employer's account.

- 2.9.6 The rates and prices quoted by the Bidder shall be fixed for the Duration of the Contract and shall not be subject to adjustment.
- 2.9.7 Conditional tenders shall be summarily rejected.

2.10 BID VALIDITY

- 2.10.1 Bids shall remain valid for a period of 120 days (one hundred and twenty days)) after the deadline for Bid submission as specified in Annexure-I. Bid valid for a shorter period may be rejected by the Employer as non-responsive.
- 2.10.2 In exceptional circumstances, prior to the expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without getting his Earnest Money forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid.

2.11 EARNEST MONEY DEPOSIT

- 2.11.1 The bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) of the amount as shown in Section -1 for this particular work. This Earnest Money Deposit shall be in the **form of Demand Draft/ banker's cheque/ bank guarantee** in prescribed format only in favour of "Telecommunication Consultants India Limited." payable at New Delhi. Bids without proper EMD shall be summarily rejected.
- 2.11.2 The Earnest Money Deposit of the unsuccessful bidders will be returned within 30 days from the award of the contract.
- 2.11.3 The Bank Guarantee should be valid for a period of 6 months from the date of opening of technical bid.
- 2.11.4 The Earnest Money Deposit may be forfeited;
- 2.11.4.1 If the bidder withdraws or modifies his Bid after the Bid opening and during the period of Bid validity.
- 2.11.4.2 If the bidder does not accept the correction of his Bid prices, pursuant to Clause 2.22
- 2.11.4.3 In the case of a successful bidder, if he fails within the stipulated limit to;
- (i) Mobilise the work, or
 - (ii) Sign the Agreement or
 - (iii) Submit Performance Bank Guarantee

2.12 FORMAT AND SIGNING OF BID

- 2.12.1 The bidder shall submit original copy of the documents comprising the Bid as described. Each page of the documents being submitted should be duly stamped and signed by the authorised person. A notarised power of attorney shall be required to be submitted along with the technical bid in favour of the authorised signatory, in case of bidder be a legal entity other than a sole propriety firm.
- 2.12.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 2.12.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the Bids.

2.13 SEALING AND MARKING OF BIDS

- 2.13.1 The bidder shall seal the technical bid, financial bid and EMD in separate envelopes. All three envelopes shall be placed in a cover envelope, duly marking the envelopes accordingly.
- 2.13.2 Technical bid envelope will comprise the following:

- a. EMD
- b. Tender Fee
- c. Original tender document except price bid duly signed and stamped by the Authorized Signatory as a token of acceptance of all the terms & conditions of the tender with duly filled in Annexure No.1 to Annexure No.7
- d. Attested Copies of work experience certificates
- e. Copies of audited balance sheets for last three years
- f. Undertaking about non-blacklisting of bidder
- g. Copies of other certificates, as required and considered to be necessary to assess the technical capabilities of the bidder.
- h. Any other documents as mentioned or required.
- i. Documentary evidence in respect of eligibility criteria specified against each condition mentioned at Section 1.

2.13.3 The price bid envelope will consist the price bid (bill of quantities) duly filled. Letters about Discount or loading (if any) shall only be placed in the price bid envelope otherwise the same shall not be taken in to account.

2.13.4 The inner and outer envelopes shall

- (a) Be addressed to the Employer at the following address:
 General Manager (Civil) Telecommunication
 Consultants India Limited 3rd Floor, TCIL Bhawan,
 Greater Kailash-1
 New Delhi-110048

and

- (b) bear the following identification:

Bid for “Consultancy Services for Construction of buildings at ITI Raibareilly (U.P)”.

DO NOT OPEN BEFORE 16.00 hrs on 02.01.2012.

2.13.5 The inner envelopes shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case either it is declared "late" pursuant to referenced clause or is not accompanied by EMD as specified , or for any other reason.

2.13.6 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

2.13.7 Tenders may be sent by tenderers by courier/ speed post , with the envelope marked as mentioned in clause no. 16.2 above. Alternatively, tenders may also be deposited by the tenderers in the tender box placed at near work station no.2329, 3rd floor, TCIL Bhawan, Greater Kailash-1, New Delhi-48.

2.14 DEADLINE FOR SUBMISSION OF THE BID

2.14.1 Bids must be received by the Employer at the address of General Manager (Civil) TCIL specified above not later than 15:00 hrs on 02.01.2012. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

2.14.2 The Employer may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subjected to the new deadline.

2.15 LATE BIDS

2.15.1 Any Bid received by the Employer after the deadline prescribed will be summarily rejected and returned unopened to the bidder.

2.16 MODIFICATION AND WITHDRAWAL OF BIDS

2.16.1 The bidder may modify or withdraw his Bid by giving notice in writing before the deadline prescribed.

2.16.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance, and with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL", as appropriate.

2.16.3 No Bid may be modified after the deadline for submission of Bids.

2.16.4 Withdrawal or modification of a Bid by the Bidder on his own between the deadline for submission of Bids and the expiry of the original period of Bid validity specified in the Form of Bid may result in the forfeiture of the Earnest Money Deposit. However, this shall not apply to modification carried out during negotiation.

2.17 BID OPENING

2.17.1 The Employer will open the Bids including modification made in the presence of the bidders or their representatives who choose to attend at the 16.00 hrs on 02.01.2012 in the office of General Manager (Civil) TCIL, TCIL Bhawan, Greater Kailash-1 , New Delhi In the event of the specified date for the opening of Bids being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

2.17.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

2.17.3 The bidders' names, Bid modifications and withdrawals, the presence or absence of Earnest Money Deposit, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of the opening.

2.17.4 After the bid is opened, the Employer shall prepare a statement of submitted bids along with received EMDs, particularly for the bidders who wished to refrain from attending the bid opening. This list shall then be binding on bidders who remained absent.

2.17.5 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present.

2.17.6 On the basis of submitted credentials/ documents/ information, TCIL will evaluate the technical capability of the bidder in accordance to the minimum eligible criteria and will select technically qualified bidders.

2.17.7 The price bids of the technically qualified bidders shall be opened at a later date, to be notified separately to only technically qualified bidders.

2.17.8 At the time of price bid opening, The bidders' names, Bid modifications and withdrawals, any bid price, discount or alternative bid price will be announced by the Employer at the time of the opening. Any Bid price, discount, or alternative Bid price which is not read out and recorded, at bid opening will not be taken into account in Bid evaluation.

2.17.9 After the price bid is opened, the Employer shall prepare a statement of submitted bid amount, attested/signed as well as non-attested/non-signed corrections in the tender over their signatures, particularly for the bidders who wished to refrain from attending the bid opening. This list shall then be binding on bidders who remained absent.

2.18 PROCESS TO BE CONFIDENTIAL

2.18.1 Information relating to the examination, clarification, evaluation, and comparison of Bid and recommendations for the award of 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 bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

2.19 CLARIFICATION OF BIDS

2.19.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of bidder's Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing 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 arithmetic errors discovered by the Employer in the evaluation of the Bids.

2.20 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

2.20.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- (a) meets the eligibility criteria;
- (b) has been properly signed;
- (c) is accompanied by the required Earnest Money Deposit;
- (d) is complete to the requirements of the bidding documents;
- (e) Provides any clarification and/or substantiation that the Employer may require.

2.20.2 Complete Bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

2.20.2 If a bid is not complete, it will be rejected by the Employer and may not subsequently be made responsive/complete by correction or withdrawal of the non-conforming deviation or reservation.

2.21 CORRECTION OF ERRORS

2.21.1 Bids determined to be complete will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

Where there is a discrepancy between the amounts in figures and in words the amount in words will govern; and

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.

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

2.22 EVALUATION AND COMPARISON OF BIDS

2.22.1 The Employer shall evaluate and compare the Bids which are determined to be substantially responsive.

2.22.2 In evaluating the Bids, the Employer shall determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:-

Making any correction for errors or

Making an appropriate adjustment for any other discounts or other price modifications offered.

2.22.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

2.22.4 The estimated effect of the price adjustment conditions of the General Conditions of Contract, applied over the period of performance of the Contract, shall not be taken into account in Bid evaluation.

2.23.3 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work 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.

2.23 AWARD OF CONTRACT

The Employer will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price.

2.24 EMPLOYERS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer does not bind himself to accept the lowest tender and reserves the right to accept or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

2.25 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.25.1 The bidder whose Bid has been accepted will be notified of the award by the Employer, prior to expiry of the Bid Validity period by facsimile, confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will specify the sum that the Employer will pay for the completion of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

2.25.2 The notification of award will constitute the formation of the Contract.

2.25.3 On acceptance of the tender, the successful tenderer shall inform the Project Director/Employer, the name of the person/representative responsible for taking the instructions from the Project Director or his authorized representative.

2.25.4 The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and sent to the successful bidder within 10 days (ten) following the notification of award along with the Letter of Acceptance. Within 10 days (ten) of receipt, the successful bidder will sign the Agreement and complete all the related formalities & deliver it to the Employer.

2.25.5 After the award of work to the successful bidder and signing of the Agreement, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and their EMD shall be returned accordingly.

-END OF SECTION 2-

SECTION - 3

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

19.12.2011

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 DEFINITIONS AND INTERPRETATIONS

3.1.1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the Contract otherwise requires:

- (a) "Owner" shall be the 'Indian Telephone Industries (ITI) **Ministry of Communication Govt. of India.**
- (b) "Employer" shall mean Telecommunication Consultants India Limited i.e. TCIL.
- (c) "Project Director/Engineer-in-charge / Engineer shall mean the officer/ agency appointed by Employer for the purpose.
- (d) "Consultant / Agency" shall mean the tenderer selected by the Employer for the performance of the work and shall include the successors and permitted assigns of the Consultant.
- (e) "Contract" means the Conditions i.e General and special conditions, the technical Specifications, the Drawings, the Bill of Quantities, the Bid, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (f) "Specifications" means the relevant specification of the Works included in the Contract and any modification thereof or addition thereto as approved by the Employer on behalf of owner.
- (g) "Drawings" means all Drawings, calculations and technical information provided by the Employer to the Consultant under the Contract and all Drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Consultant and approved by the Employer on behalf of the Owner.
- (h) The term 'SOR' or price bid means the schedule of rates as mentioned in falling under detailed notice inviting tender of the main contract.
- (i) "Tender/Bid" means the Consultant's priced offer to the Employer for the performance and completion of the Works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- (j) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (k) "Letter of Intent" shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- (l) "Letter of Acceptance" means the formal acceptance by the Employer.
- (m) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Consultant for performance and completion of the Works and remedying of any defects therein in accordance with the provision of the Contract.
- (n) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable thereon but does not include any allowance for profit.
- (o) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (p) "Working Day" means any day, which is not declared to be holiday or rest day by the Employer.

- (q) "Week" means a period of any consecutive seven days.
- (r) "Writing" means any hand - written, or printed / typed communication, including fax.
- (s) "Headings" in the clauses/conditions of tender document is for the convenience only and shall not be used for interpretation of the clause/condition.

3.1.2 Language for all the Drawings, titles, notes, communications, instructions, dimensions, etc. shall be English only.

3.2 Headings and Marginal Notes

The headings and marginal notes in these conditions are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3.3 Interpretation

Words imparting persons or parties shall include firms and corporations and any organization having legal capacity.

3.4 Singular and Plural

Words imparting the singular only also include the plural and vice versa where the context so requires.

3.5 Notices, Consents, Approvals, Certificates and Determinations

Wherever in the Contract , provision is made for giving or issue of any notice, consent, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify', 'certify' or 'determine' shall be construed accordingly.

3.6 Scope of Work

It is as per the specifications, bill of quantities and the drawings/instructions issued from time to time. The drawings attached may not be the final drawings. The work is to be performed as per the specifications /directives from time to time by the Project Director. The detailed scope of work has been mentioned in Section -4.

3.7 PROJECT DIRECTORS AND PROJECT DIRECTOR'S REPRESENTATIVE

3.7.1 Project Director's Duties and Authority

Project Director appointed by TCIL reserves the right in checking / tests checking of the operation of the contract in respect of quality, testing, and measurement of Works either directly or through a separate agency or both.

- (a) The Project Director may exercise the authority specified in or necessarily to be implied from the Contract and is not required to obtain the specific approval of the Employer before exercising any such authority. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Director.

3.7.2 Project Director's Representative

The Project Director's Representative shall be appointed by and be responsible to the Project Director and shall carry out such duties and exercise such authority as may be delegated to him by the Project Director under Sub-Clause 2.3.

3.7.3 Project Director's Authority to Delegate

The Project Director may from time to time delegate to his Representative any/all of the duties and authorities vested in the Project Director and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Consultant.

Any communication given by Project Director's Representative to the Consultant in accordance with such delegation shall have the same effect as though it had been given by the Project Director, provided that;

- (a) any failure of the Project Director's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Project Director to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- (b) if the Consultant questions any communication of the Project Director's Representative he may refer the matter to the Project Director who shall confirm, reverse or vary the contents of such communication.

3.7.4 Appointment of Assistants

The Project Director or his Representative may appoint any number of persons to assist him in carrying out of his duties. He shall notify to the Consultant the names and duties of such persons. Such assistants shall have no authority to issue any instructions to the Consultant save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their

acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Director's Representative.

3.7.5 Instructions in Writing

Instructions given by the Project Director shall be in writing, provided that if for any reason the Project Director considers it necessary to give any such instruction orally, the Consultant shall comply with such instruction. Confirmation in writing of such oral instruction given by the Project Director, whether before or after carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Consultant, within 5 days, confirms in writing to the Project Director any oral instruction of the Project Director and such confirmation is not contradicted in writing within 7 days by the Project Director, it shall be deemed to be an instruction of the Project Director.

The provisions of this Sub-Clause shall equally apply to instructions given by the Project Director's Representative and any Assistant of the Project Director or the Project Director's Representative appointed pursuant to Sub-Clause 2.4.

3.7.6 Project Director to Act Impartially

Wherever, under the Contract, the Project Director is required to exercise his discretion by;

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action, which may affect the rights and obligations of the Employer or the Consultant,

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 3.7.

3.8 CONTRACT DOCUMENTS

3.8.1 Language and Law

- (a) The language in which the Contract documents shall be drawn up is English.
- (b) The country, the law of which shall apply to the Contract and according to which the Contract shall be construed is India. For any dispute the jurisdiction of the court shall be the High Court of Delhi

3.8.2 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Project Director who shall thereupon issue to the Consultant instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (a) The Contract Agreement ;
- (b) The Letter of Acceptance;
- (c) The Tender;
- (d) Special Conditions;
- (e) Priced Bill of Quantities;
- (f) Specifications;
- (g) General Conditions;
- (h) Drawings;
- (i) Any other document forming part of the Contract.

3.8.3 Disruption of Progress

The Consultant shall give notice to the Project Director, whenever survey works / other works is likely to be delayed or disrupted unless any further instruction is issued by the Project Director within a reasonable time. The notice shall include details of the instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Project Director to issue, within a time reasonable under the circumstances, any instruction for which notice has been given by the Consultant in accordance with this Sub-Clause, the Consultant suffers delay, then the Project Director shall, determine any extension of time to which the Consultant is entitled under Clause 7.4.

If the failure or inability of the Project Director to issue instructions is caused in whole or in part by the failure of the Consultant to submit Drawings, Specifications or other documents which he is required to submit under the Contract, the Project Director shall take such failure by the Consultant into account when making his determination for extension of time.

3.8.4 Supplementary Instructions

The Project Director shall have the authority to issue to the Consultant, from time to time, such supplementary instructions as shall be necessary for the purpose of proper and adequate performance and completion of the Works and remedying of any defects therein. The Consultant shall carry out and be bound by the same.

3.9 GENERAL OBLIGATIONS

3.9.1 Consultant's General Responsibilities

The Consultant shall, with due care and diligence (to the extent provided for by the Contract), perform and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Consultant shall provide all superintendence, man power, labour, materials, Equipment and all other things, whether of temporary or permanent nature, required in and for such remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Consultant shall promptly notify the Project Director of any error, omission, fault or any other defect in the specifications for the Works which he discovers when reviewing the Contract documents or in the process of performance of the Works. The Consultant shall take the full responsibility for the adequacy, stability and safety of all Site operations and methods of survey and investigations etc, provided that the Consultant shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Works, not prepared by the Consultant. Where the Contract expressly provides that part of the consultancy assignment shall be designed by the Consultant, he shall be fully responsible for that part of Works, notwithstanding any approval by the Owner / Project Director. In the event the Consultant defaults in any of the obligations mentioned in the Contract, the Project Director / Employer reserves the right to fulfill the same at the risk and cost of the Consultant.

3.9.2 Contract Agreement

The Contract Agreement shall be prepared and completed in the form annexed to these Conditions with such modifications as may be necessary.

3.9.3 Inspection of Site

The Consultant shall be deemed to have inspected and examined the Site and its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the performance and completion of the Works and remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require.

and in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

3.9.4 Sufficiency of Tender

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of scope of works, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services) and all matters and things necessary for the proper performance and completion of the Works and remedying of any defects therein.

The rate quoted against BOQ item shall be for the complete item of work and shall be inclusive of all taxes, duties, levies, Works Contract / turnover tax /service tax etc. and all costs and expenses which may be required in and for performance and full protection of the work as described together with all general risks / liabilities and obligations set forth or implied in the documents on which the tender is based.

3.9.5 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Consultant shall perform and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Owner / Project Director. The Consultant shall comply with and adhere strictly to the Project Director's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Consultant shall take instructions only from the Project Director, or from the Project Director's representative.

3.9.6 Program to be submitted

The Consultant shall, within the time stated in Annexure after the date of the Letter of Acceptance, submit to the Project Director for his consent a program in such form and detail as the Project Director shall reasonably prescribe, for the performance of the Works. The Consultant shall, whenever required by the Project Director, also provide in writing for his information a general description of the arrangements and methods, which the Consultant proposes to adopt for the performance of the Works.

If at any time it should appear to the Project Director / Owner that the actual progress of the Works does not conform to the program to which consent has been given, the Consultant shall produce at the request of the Project Director, a revised program showing the modifications to such program necessary to ensure completion of the Works within the time for completion and shall make all necessary efforts by way of additional input of manpower or resources or both, as the case may be.

3.9.7 Project Director at Liberty to Object

The Project Director shall be at liberty to object to and require the Consultant to remove forthwith from the Works any person provided by the Consultant who, in the opinion of the Employer / Project Director, misconducts or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Project Director to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Project Director. Any person so removed from the Works shall be replaced as soon as possible and no claim whatsoever shall be entertained on this account.

3.9.8 Setting Out

The Consultant shall be responsible for;

- (a) The accurate survey, investigation, planning and design etc of the Works in relation to original points, lines and levels of reference given by the Project Director in writing,
- (b) The provision of all necessary instruments, appliances and manpower in connection with the foregoing responsibilities.

If, at any time during the performance of the Works, any error appears in the submitted DPR/ drawings/data related to works by the Consultant, on being required to do so by the Project Director, shall at his own cost rectify such error to the satisfaction of Project

Director, unless such error is based on incorrect data supplied in writing by the Project Director.

The checking of any setting - out or of any line or level by the Project Director shall not in any way relieve the Consultant of his responsibility for the accuracy thereof and the Consultant shall carefully protect and preserve all bench - marks, sight - rails, pegs and other things used in setting - out of the Works.

3.9.9 Safety, Security and Protection of the Environment

The Consultant shall, throughout the performance and completion of the Works and the remedying of any defects therein;

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- (b) provide and maintain required services in reference to consultancy services, when and where necessary or required by the Project Director or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.

In case of the failure on the part of the Consultant on above accounts, the consequences of the same shall be borne by the Consultant. Alternatively, the Project Director may take reasonable steps to comply with the above at the risk and cost of the Consultant.

3.9.10 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Consultant is responsible for the care thereof, from any cause whatsoever, other than the risks as defined, the Consultant shall at his own cost, rectify such loss or damage so that the Works conform in every respect with the provision of this Contract to the satisfaction of the Project Director. The

Consultant shall also be liable for any loss or damage to the Works occurred by him in the course of any operation carried out by him for the purpose of complying with his obligations under referenced Clauses.

3.9.11 Employer's Risks

(a) The Employer's risks are ;

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Works, except as may be provided for in the Contract,
- (c) any operation of the forces of nature (insofar as it occurs on the Site) such as earthquakes, tornado, lightning and unprecedented floods etc. against which an experienced Consultant could not reasonably have been expected to take precautions.

3.9.12 Fossils

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall be deemed to be absolute property of the Employer and the Consultant shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Project Director or Project Director's representative of such discovery and carry out the Project Directors instructions for dealing with the same.

During excavation if any underground services are noticed and the same is needed to be removed / relocated, the cost of removal / relocation shall be determined by the Project Director and reimbursed to the Consultant after getting approval of the Employee.

3.9.13 Patent Rights

The Consultant shall indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design, trademark or name or other protected right in respect of any Consultant's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from the compliance with the design or specification provided by the Project Director.

3.10 Details to be Confidential

The Consultant shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Project Director. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

3.11 Drawings and Photographs of the Works

The Consultant shall not disclose details of data/ information furnished to him and Works on which he is engaged without the prior approval of the Project Director in writing. No photographs of the site, works or any part thereof or Plant employed thereon shall be taken or permitted by the Consultant to be taken by any of his employees without the prior approval of the Project Director in writing and no such photographs shall be published or otherwise circulated without the approval of the Project Director in writing.

3.12 The Apprentices Act, 1961

The Consultant shall duly comply with the provisions of the latest Apprentices Act, the rules made there under and the orders that may be issued from time to time under the said Act and the said rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and the said rules, wherever applicable.

3.13 Inspection of Operations

The Employer/Project Director, and any person authorized by him, shall at all reasonable times have access to the Site and to consultant offices where information/data are being prepared , processed for the Works and the Consultant shall afford every facility for and every assistance in obtaining the right to such access.

3.14 SUSPENSION OF WORK

3.14.1 Suspension of Work

The Consultant shall, on the instructions of Project Director suspend the progress of the Works or any part thereof for such time and in such manner as the Project Director may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Project Director. Unless such suspension is:

- (a) otherwise provided for in the Contract, or
- (b) necessary by reason of some default of or breach of Contract by the Consultant for which he is responsible, or
- (c) Necessary for the proper performance of the Works or for the safety of the Works or any part thereof save to the extent that such necessity arises from any act or default by the Project Director or the Employer or from any of the risks defined in referenced clauses will apply.

3.14.2 Project Director's Determination Following Suspension

Where, pursuant to relevant clause, this Sub-Clause applies, the Project Director shall, after due consultation with the owner and the Consultant, determine any extension of time to which the Consultant is entitled under relevant clause.

3.15 COMMENCEMENT AND DELAYS

3.15.1 Commencement of Works

The Consultant shall commence the Works within the period specified in the tender after the receipt by him of an order in writing to this effect from the Project Director and shall proceed with the Works with due expedition and without delay except as may be expressly sanctioned or ordered by the Project Director or be wholly beyond the Consultant's control.

3.15.2 Possession of Site

The project Director will give to the Consultant possession of so much of the Site as may be required to enable the Consultant to commence and proceed with the investigation, surveying of the Works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the Consultant as he shall by giving notice in writing to the Project Director. The Project Director will from time to time as the Works proceed, give to the Consultant possession of such further portions of the Site as may be required to enable the Consultant to proceed with the performance of the Works with due dispatch in accordance with the said programme or proposals, as the case may be.

If the Consultant suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this Clause the Project Director shall on the request of the Consultant grant an extension of time for the completion of the Works after taking due approval from the Employer.

3.15.3 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Bid, shall be completed within the time stated for completion of the whole of the Works or the Section, calculated from the Commencement Date, or such extended time as may be allowed.

3.15.4 Extension of Time for Completion

In the event of

- (a) the amount or nature of extra or additional work, or
- (b) any cause of delay referred to in these Conditions, or
- (c) exceptionally adverse climatic conditions, or
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of Contract by the Consultant or for which he is responsible,

being such as fairly to entitle the Consultant to extension of time for completion of the Works or any Section or part thereof, the Project Director shall after due approval of the Employer, determine the period of such extension and shall notify the Consultant in writing accordingly, with a copy to Employer. **No extension of time shall be admissible on account of rains.**

Provided further that the Project Director is not bound to make any determination unless the Consultant has

- (a) within 7 days after such event has arisen notified the Project Director, and
- (b) within 7 days, or such other reasonable time as may be agreed by the Project Director, after such notification submitted to the Project Director detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

The Consultant may be given provisional time of extension till the time extension case is finally approved.

3.15.5 Penalty for Delay

If the Consultant fails to comply with the time for completion, then the Consultant shall pay to the Employer the relevant sum as penalty for such default in the manner as follows:

Overall penalty shall be levied at the rate of 2% per week of delay from the stipulated date of completion. The total amount of penalty shall not exceed 10% (ten percent) of the contract value as per the agreement. The amount so deducted from RA bill(s) as mentioned in (a) above, shall finally be adjusted while calculating the overall delay in completion of the work.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works, or from any other of his obligations and liabilities under the Contract.

If the intended completion date is extended after penalty have been paid, after accounting for the valid grounds for the extension of time, if any, the amount so deducted as penalty shall be returned.

3.16 DEFECTS LIABILITY PERIOD

3.16.1 Defects Liability Period

In the conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Section - 1 attached, calculated from the date of completion of consultancy assignment certified by the Project Director. During the Defects Liability Period, the Consultant is required to maintain the minimum support services work force to be determined by the Project Director.

If Consultant fails to rectify the defects in services conducted by him with in 7 days from the date of written information to him then in that case the defects shall be rectified at the risk and cost of Consultant.

3.16.2 Consultant's Failure to Carry Out Instructions

In case of default on the part of the Consultant in carrying out such instruction within a reasonable time, the Project Director shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Project Director, the Consultant was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Consultant, be determined by the Project Director and shall be recoverable from the Consultant by the Project Director, and may be deducted by the Employer from any monies due or to become due to the Consultant and the Project Director shall notify the Consultant accordingly, with a copy to the Employer.

3.17 ALTERATIONS, ADDITIONS AND OMISSIONS

3.17.1 Variations

The Project Director shall have power:

- (a) to make alteration in, omissions from, additions to, or substitutions for the original scope of works and specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (b) to omit a part of the Works in case of non availability of a portion of a Site or for any other reasons and the Consultant shall be bound to carry out the Works in accordance with any instruction given to him in writing signed by the Project Director and such alterations, omissions, additions or substituted work which the Consultant may be directed to do in the manner specified above on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The time for completion of Works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Consultant, in the proportion, which the additional cost of the altered, additional or substituted work, bears to the original tendered value.

3.17.2 Valuation of Variations

Rates for such altered, additional or substituted work shall be determined by the Project Director as follows:

- (a) If the rate for which altered, additional or substituted item of work is specified in the Schedule of Quantities, the Consultant shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, when two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at lowest applicable rate for the same item of work in the other Schedules of Quantities.
- (b) If the rate for any altered, additional, or substituted item of work is not specified in the Schedules of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tender where two or more schedule of quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Schedules of Quantities of the

particular part of the Works in which the deviation is involved failing that from the lowest of the nearest similar items in other Schedules of Quantities.

- (c) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (a) & (b) above, the Consultant shall within 15 days of the date of receipt of the order to carry out the said work, inform the Project Director of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Project Director shall, within two months thereafter, after giving due consideration to the rate claimed by the Consultant, determine the rate on the basis of market rate(s). In the event of the Consultant failing to inform the Project Director within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Project Director on the basis of rate analysis plus 10% for profits & overhead. The rates for analysis shall be as per CPWD guidelines / market rate whichever is lower. Market rates shall be determined by a committee, constituted by employer to rightly ascertain such rates. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Employer on the rate so determined shall be final and binding on the Consultant. Any additional / substituted item if is available in the CPWD DSR then it will be paid on the rate of the prospective DSR of the year + approved tender premium, on which the schedule has been prepared.

3.17.3 Escalation

The rates shall remain firm during the period of contract and **no escalation shall be paid.**

3.19 MEASUREMENT

Measurements of Work Done

The Project Director shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the Contract.

The measurement of all items having financial value shall be entered in Measurement Books/ Measurement sheets signed by employer and consultant so that a complete record is obtained of all Works performed under the Contract.

The Consultant shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements..

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provisions in the relevant Indian Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

Project Director or his authorized representative may cause either themselves or through another officer of the TCIL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that recording of measurements of any items of work in the Measurement Book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work to which it relates nor shall it relieve the Consultant from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

3.20 SUB-LETTING OF WORKS

3.20.1 The Consultant may subcontract part of the consultancy works of specialized nature with the approval of the Employer in writing, up to 25 percent of the contract price but will not assign the Contract as a whole. Subcontracting shall not alter the Consultant's obligations.

3.20.2 The Consultant shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Sub-Consultant is named in the Contract;
- b. the provision for labour, or labour component.

3.20.3 Beyond what has been stated in clauses 3.20.1 & 3.20.2, if the Consultant proposes sub-contracting any part of the work during running of this consultancy work, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a) The Consultant shall not sub-contract the whole of the Works.
- b) The Consultant shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Consultant from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Consultant, his agents or workmen as fully as if they were the acts, defaults or neglects of the Consultant, his agents and workmen.

3.20.4 The Project Director should satisfy himself before recommending to the Employer whether

- a) The circumstances warrant such sub-consultancy; and
- b) The sub-Consultant so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-consulted.

3.21 Failure to Comply with Project Director's Decision

Where neither the Employer nor the Consultant has given notice of intention to commence arbitration of a dispute within the period stated in relevant clause and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with the referenced clause.

3.22 NOTICES

3.22.1 Notice to Consultant

All the certificates, notices or instructions to be given to the Consultant by the Project Director under the terms of the Contract shall be sent by post or facsimile transmission to or left at the Consultant's principal place of business or such other address as the Consultant shall nominate for that purpose.

3.22.2 Notice to Project Director

Any notice to be given to the Employer or to the Project Director under the terms of the Contract shall be sent by post or facsimile transmission to or left at the respective address nominated for that.

3.22.3 Change of Address

Both party may change a nominated address to another address in the country where the Works are being performed by prior notice to the other party, with a copy to the Project Director, and the Project Director may do so by prior notice to both parties.

3.22 CHANGES IN COST AND LEGISLATION

3.22.1 Increase or Decrease of Cost

The rates quoted by the Consultant are firm and no escalation is payable on account of any increase in the prices of commodities , POL ,labour or any statutory obligation during the agreed or extended contract duration.

3.22.2 Subsequent Legislation

If during the concurrency of the contract there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance , Decree, Law, regulation or bye-law which causes reduced cost to the Consultant, in the performance of the Contract, such reduction in cost shall, be determined by the Project Director and shall be deducted from the Contract Price and the Project Director shall notify the Consultant accordingly, with a copy to the Employer.

3.22.3 Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Consultant is not covered by the provisions of this or other ' Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

3.22.4 Taxation

The Price Bid by the Consultant shall include all business taxes, income and other taxes that may be levied from time to time during the performance of the work awarded on the Consultant's components of the job acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Consultant from his responsibility to pay that may be levied in the Employer's country on profits made by him in respect of the Contract.

3.22.5 Health and sanitary arrangement for workers

In respect of all labour directly or indirectly employed in the Works for the performance of the Consultant's part of this Agreement, the Consultant shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all its manpower, wherever applicable.

The Consultant shall provide all amenities such as electricity, water and other sanitary and health arrangements to its manpower. Nothing shall be paid extra in this account.

3.23 ARBITRATION

In case of any dispute between the parties the same shall be refer to Chairman & Managing Director of TCIL who shall appoint a Sole Arbitrator. The parties shall not object if the Sole Arbitrator appointed is an Officer of Telecommunications Consultants India Ltd.

The provision of Indian arbitration and conciliation Act 1996 shall apply for such arbitration and the venue shall be New Delhi. The arbitration award shall be binding upon both the parties.

3.24 SAFETY CODE

3.24.1 General

Consultant shall adhere to the safe construction practice and guard against unsafe working conditions and shall comply with Employer's safety rules as set forth herein.

3.24.2 Safety Regulations

3.24.3 In respect of all labour, directly or indirectly employed in the work for the performance of Consultant's part of this Agreement, the Consultant shall at his own expenses arrange for all the safety provisions as per safety codes of Indian Standards Institution, the Electricity Act and such other acts ,wherever applicable.

- (a) The Consultant shall observe and abide by all fire and safety regulations whereas

3.24.3 First Aid

- (a) Consultant shall maintain adequate First Aid facilities for its manpower.
- (b) Consultant shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to Employer and their telephone numbers shall be prominently posted in Consultant's field office.
- (c) All critical industrial injuries shall be reported promptly to the Employer, and a copy of the Consultant's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

3.24.4 General Safety

All necessary personal safety equipment as considered adequate by the Project Director should be kept available for the use of the persons employed on the job and maintained in condition suitable for immediate use, and the Consultant shall take adequate steps to ensure proper use of equipment by those concerned.

3.24.5 Preservation of Peace

The Consultant shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the Works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the Site during the tenure of Works, the expenses thereof shall be borne by the Consultant and if paid by the Employer shall be recoverable from the Consultant.

3.24.6 Right to reject any or all Proposal

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. The Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.24.7 Forfeiture of Earnest Money Deposit (EMD):

- (i) Tender shall be valid for 4(four) months from the last date of submission of tender. If any bidder withdraws his tender within the validity period or makes any modifications in the terms & conditions of the tender which are not acceptable to owner, the owner shall without prejudice to any other right or remedy, be at liberty to forfeit of the EMD of the bidder.

- (ii) In case the Architect fails to commence the work specified in the tender document by the date mentioned in Letter of Award or any documents submitted by the bidder found false, TCIL shall without prejudice to any other right or remedy be at liberty to forfeit whole of the EMD.
- (iii) If any document/information furnished by the bidder is found to be false, his bid will be summarily rejected and EMD will be forfeited in full.
- (iv) If any bidder submit the bids in a manner which jeopardizes the process of bidding or delay the finalization of the bids his EMD will be forfeited.

3.25.8 Following documents are also being required to be submitted along with the technical bid.

- a. Attested copy of Affidavit for sole proprietorship/partnership deed/memorandum and Article of Association.
- b. Attested copy of Power of Attorney on non-Judicial stamp paper of appropriate value of the signatory of bid on behalf of the Bidder.
- c. Each pages of tender document shall be duly signed and sealed by bidders or its authorized representative as a token of acceptance of terms and condition.

3.25.9 The Architectural Consultant/Firms should have an established office in its name in India. The address of the office should be printed on the letterhead and also certified on the letterhead of the local office and furnished along with the bid.

-End of Section 3

SECTION - 4

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

Date: 19.12.2011

SPECIAL CONDITIONS OF CONTRACT

4.1 Source of Funds

The Indian Telephone Industries (ITI), Ministry of Communication Govt. of India has decided to undertake the works for 'Consultancy services for construction of buildings at ITI RAIBAREILY (UTTAR PRADESH) from the funds provided by ITI. The project/ referred work will be executed by TCIL as construction agency appointed by ITI, Ministry of Communication, Govt. of India on behalf of the owner.

4.2 MOBILISATION PERIOD AND PERIOD OF COMPLETION

A mobilization period of 7 days (Seven) shall be given for the mobilization of men, machinery/ equipments and materials at site, to be reckoned from the date of issue of Letter of Acceptance (LOA) to start the work. The Works are to be performed within a period of 23 month (Twenty Three) after considering the mobilization period to proceed with the works as per schedule mentioned in the document.

4.3 GENERAL

The prices Bid by the Consultant shall include all duties taxes etc. and any other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date of submission of Bids.

4.4 PERFORMANCE SECURITY

The performance security amount shall be 10% of the awarded value of contract. Consultant will be required to submit Performance security amount in the form of demand draft or Bank guarantee in prescribed format before the signing of agreement.

The earnest money deposit at the time of tender submission can be adjusted against Performance security amount on the request of the Consultant. In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the Architect judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.

4.5 Scope of Services: As per section 5 of Part I

4.6 Spectrum of Services to be rendered.

The broad Scope of Services to be performed by the Architect is detailed below:

The Architect shall faithfully and honestly perform the services pertaining to the design of the assigned building/project. The Architect in general would be required to hold discussion with the TCIL/ ITI Engineers/Officers, prepare & submit complete Architectural and structural Drawings for the buildings/projects, keeping in mind the functional requirements & space requirement as per government norms & local by laws. He will also be responsible for getting the approvals of building plans from Raibareily Development Authority (RDA) and will render all services in this regard. Any modification/ alternation/ revision in the building plans, design and drawings shall be performed by him and the cost of such changes (if any) shall be deemed considered in the quoted price of the consultant.

The construction requirement of the proposed ITI building center is as follows:

1. Academic block in G+ 4 floor with approx. plinth area as 11,021 Sq Meter
2. Girls Hostel in G+3 floor with approx. plinth area as 2,558 Sq Meter
3. Boys Hostel in G+3 floor with approx. plinth area as 2,558 Sq Meter
4. 24 Nos staff quarters in G+3 with approx. plinth area as 3,000 Sq Meter comprising 8 nos. units each for Type-II, Type III and Type IV quarters
5. One no. Type VI (Director 's residence) with approx. plinth area as 270 Sq Meter

There are two separate plots measuring as under:

Plot No.1 – Total land area is 28250 Sq Metre with already constructed area as 8700 Sq Meter

Plot No.2 – Total land area is 9420 Sq Metre with already constructed area as Nil

Consultant is required to take note of it.

4.7 Details of drawings to be submitted by Architect.

The Architect shall be required to submit as many architectural drawings as required for obtaining approval of the TCIL and /or ITI. Briefly, the drawings of building portion of project/work shall be submitted as under:-

5.0. TIME SCHEDULE

(1) The services to be rendered by the Architect shall be governed by following time schedule.

Item No.	Scope of work	Time Schedule	Total time from award of work
(a)	Conducting soil investigation and other exploratory surveys as required and preparation of detailed design and drawings etc. for submission of the same to Raibareilly Development Authority (RDA) for necessary approval of building plans and seeking the approval from RDA to commence the construction of buildings at ITI Raibareilly.	One month after award of work	One month
(b)	Persuasion and follow ups with RDA for necessary approval. Preparation of Modification/ addendums in the submitted data and drawings (if any) , required for proper sanction by RDA and any other state / central Govt. departments required for execution of the project. Proof checking of the structural designs from IIT / Reputed Govt. Engineering collage shall also be performed under the scope of services	Three months	Four months
(c)	Preparation of detailed tender documents and submission of BOQ/Estimate of the entire project along with the details of measurements as well as tender drawings	15 days after approval building plans by RDA.	Four and half months
(d)	Preparation and submission of architectural and structural working drawings along with the drawings of all development works as GFC drawings for commencing the works at site.	30 days after the approval of building plans by RDA	Five months

(e)	Supply of Good For Construction (GFC) drawings for all buildings, roads, drainage, sewerage and facilities till the end of project for proper completion, as and when required. Submission of built up drawings after completion of the project	Continuous activities as per requirement by TCIL for 18 months i.e. till the completion period of execution contract or extended period of execution contract whichever is later	18.0 months
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- (2) The time schedule is for guidance only. Specific time schedule may be decided for each work separately by the Project Director TCIL or their authorized representatives which shall be a final and binding upon the Architect.
- (3) If the time schedule as decided by Project Director TCIL is not adhered to, by the Architect, TCIL shall have discretion to withdraw consultancy job in whole or part and get it done through other Architect appointed by TCIL at the risk and cost of architect firm.
- (4) Total time required for completion and handing over of consultancy works shall be reckoned after 7th day from date of issue of letter of award.
- (5) If the completion/handing over of the consultancy work is expected to be delayed beyond the time given for completion, the Architect shall apply for extension of time to the TCIL giving reasons for the delay. The TCIL, if satisfied, with the genuineness of the reasons for the delay, may grant necessary extension of time for completion/handing over of the consultancy work in consultation with ITI, if required. For unjustified /unacceptable delays, the Architect shall be liable to pay L.D. as mentioned in clause no. 3.15.5 of section 3 of this tender document. In this regard, decision of Project Director TCIL shall be final and binding upon the Architect.

6.0. Minimum staff to be deputed for the job: Key

Personnel

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

The detailed CVs of these staff and other staff available with consultant are required to be submitted along with.

S.No.	Position	Minimum Qualification	No.	Minimum Year of Experience
1	Architect	B. Arch		15 Years
2	Structural Engineer	BE (Civil)		10 Years
3	PHE Engineer	BE (Civil)		15 years
4	Surveyor	ITI / Diploma		5 Years
5	Draftsman	Draughtsman certificate		10 Years
6	Supporting staff	As per requirement		

7.0 EXPLANATORY NOTES

Survey & Soil Investigation shall consist

1. Carrying out field survey of land allotted to the project at ITI complex at Raibareilly. The field survey would consist of geo-technical survey, survey of underground water resources, soil investigations and determining the bearing capacity of soil, type of soil and type of foundation to be used etc. Consultant is required to do all kind of required investigations and exploratory survey to prepare the details of project as per requirement.

2. **Survey Plan- To be provided by TCIL in soft and hard copy**

3. **Data for PHE works**

- (i) Water supply source.
- (ii) Sewer line discharge
- (iii) Storm water drainage discharge.
- (iv) HFL of area
- (v) Water Table
- (vi) Electrical resistivity survey to ascertain the availability of water.

4. **Soil investigations**

- (i) Safe bearing capacity of 1.5 m and 2.0 m depth for isolated footing for different width/sizes (1.0m X 1.0m, 1.5m X 1.5 m, 2m X 2m, 2.5m X 2.5m, 3.0m X 3.0m).
- (ii) Safe bearing capacity at 1.0 m, 1.2m, 1.5m and 2.0m depth for strip footing for different widths (1.0m, 1.5m, 2.0m and 2.5m).
- (iii) Type of soil at 1.5m, 2.0m, 2.5m depths.
In case of pile foundation depth of pile, dia of pile, safe capacity of pile should be given.
- (iv) Depth of water table.
- (v) Recommendations/conclusions for type of foundation.
- (vi) Boreholes layout plan along with borelog data sheet.
- (vii) Typical calculation of bearing capacity and shear/settlement.
- (viii) Spt 'N' values/Remarks description of strata at different depths.

5. **Lay Out Plan**

Concept Layout plan in soft and hard copies as available in the attachment are available with TCIL and shall be provided in soft and hard copy. Consultant will develop the remaining details of lay out plans at its own. Preparation of LOP showing the location of various buildings, roads, culverts and paths, storm water drains, location of overhead tanks and underground water tanks, septic tanks, electrical sub-stations, boundary walls etc. The LOP would consist of the followings:-

- (i) General Lay Out Plan
- (ii) Development Plan.
- (iii) Landscape Plan

6. **Building Works**

The Estimated cost of Building Works shall be based on CPWD PAR rates 2007 duly updated by latest cost index as approved by CPWD for the place of works. If latest cost index is not available, cost index of the nearest available place as approved by CPWD will be adopted. Latest cost index means cost index applicable at the time of issue of A/A & E/S.

7. **Development Works**

1. Development works and external services of building works at ITI building Raibareilly shall consist of the following:-

- (i) Development of the ground including cutting/filling.

- (ii) Roads, paths, culverts and storm water drains including final disposal arrangement of storm water.
- (iii) Sewerage scheme including its treatment and disposal.
- (iv) Electrical sub-stations and street lighting etc.
- (v) Water supply scheme including obtaining water from the source external pipeline network, under ground water tank, overhead water tank, pumping station etc. complete.
- (vi) Fire Fighting works
- (vii) Communication works like intercoms etc
- (Viii) Any other services required to make the buildings and services functional.

2. The estimated cost for development works shall be based on latest CPWD Delhi schedule of rates for civil works and latest CPWD, Delhi electrical schedule of rates for electrical works duly up-dated by-latest cost index, as approved by CPWD for the place of work. In case the cost index for the place of work is not available, cost index of the nearest available place, as approved by the CPWD will be adopted.

8.0 Payment Schedule

For the purpose of payment, following schedule shall be followed. The payment will be made within one month after receipt of the bill from the consultant on the approved proforma supported with relevant details.

(Payment will become due only after successful and satisfactory completion of the stages as detailed below).

Item No.	Scope of work	Applicable Payment
(a)	Conducting soil investigation and other exploratory surveys as required and preparation of detailed design and drawings etc. for submission of the same to Raibareily Development Authority (RDA) for necessary approval of building plans and seeking the approval from RDA to commence the construction of buildings at ITI Raibareily.	20% of the total consultancy cost after preparation and submission of detailed building plans to RDA for necessary approval
(b)	Persuasion and follow ups with RDA for necessary approval. Preparation of Modification/ addendums in the submitted data and drawings (if any) , required for proper sanction by RDA and any other state / central Govt. departments required for execution of the project. Proof checking of the structural designs from IIT / Reputed Govt. Engineering collage shall also be performed under the scope of services	20% of the total consultancy cost after approval of building plans and approval to commence the construction of these buildings by RDA
(c)	Preparation of detailed tender documents and submission of BOQ/Estimate of the entire project along with the details of measurements as well as tender drawings. Preparation and submission of architectural and structural working drawings along with the drawings of all development works as GFC drawings for commencing the works at site.	20 % of the total consultancy cost.
(d)		

(e)	Supply of Good For Construction (GFC) drawings for all buildings, roads, drainage, sewerage and facilities till the end of project for proper completion, as and when required. Submission of built up drawings after completion of the project	30% during course of construction
F	Completion of project and handing over the As built drawings for the completed project in all respects	Balance 10% applicable consultancy fee after completion as stated

- (1) The description of items shall be inclusive of complete consultancy services to make the entire buildings complex complete and functional including all changes/modifications/revision etc. required during execution of the work as per site condition etc. The consultant will quote its rates as plus or minus percentage on our estimated rates/ cost inclusive of all taxes including service taxes etc, incidental charges, what so ever. Nothing extra shall be payable over the accepted rates.
- (2) Consultant shall be liable to pay Income Tax for any other tax leviable or enforced by Govt. of India time to time .
- (3) The entire consultancy work shall be carried out according to the specifications, guidelines and instructions given by the TCIL. No changes/deviations shall be permissible without obtaining written approval of the TCIL.
- (4) TCIL reserves the right to reject or to accept the offer in part or whole without assigning any reason.
- (5) In case, consultant fails to fulfill its obligations diligently as per the terms and conditions, its services shall be terminated with 15(fifteen) days notice.

10. Incidental Services

- 10.1 The broad scope of services is classified in terms of activities to be carried out for proper completion of works. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.
- 10.2 Revision of drawings, design as per the requirement of the authorities shall be made as per requirement and no extra charges shall be payable on this account.
- 10.3 At any sites if old structures exist, Architect shall be required to prepare proposal for getting approval for dismantling of the old structures at no extra cost.

11 Deliverables by the Architect

- 11.1 All the approved drawings from local / statutory authorities shall be the property of the TCIL and /or ITI. The same shall be submitted to the TCIL and /or ITI immediately after getting them approved.
- 11.2 The architect shall be required to submit 6 (six) copies of the approved conceptual plan along with scheme details to the TCIL and /or ITI for reference and record.

- 11.3 During execution phase, the Architect shall supply 6 (six) sets of all "Good for Construction" Drawings (structural ,architectural, shop etc.) of all the structures i.e., buildings and services structures like drainage, sewerage, water supply, fire fighting, roads, horticulture, HVAC, acoustics, external electrification, lifts, rainwater harvesting etc. to the Owner as per schedule.
- 11.4 The co-ordination drawing may also be required during execution of the work to ensure integrated construction of all the components. It is the responsibility of the Architect to prepare the additional / revised drawings required for the proper execution of the work which may be visualized during construction work at no extra cost.
- 11.5 The owner may review the work carried out by the Architect at architectural planning detailed engineering or at any pre-constructional stage to get satisfied with the standards and procedures adopted by the Architect. It shall be the responsibility of the Architect to make available the concerned documents to the Client on demand.
- 11.6 All structural drawings shall be got proof checked by the consultant from any IIT / Govt. Engineering College and no extra charges shall be paid on this account.

12 Insurance

Professional Liability Insurance (PLI) including deficiencies / inadequacies in the design of structures and other components for the minimum period of three years or as per applicable Law if specifies longer period with a minimum coverage equal to Architect's total quoted fee

shall have to be obtained by the Architect and proof of obtaining such PLI insurance shall be submitted to the owner.

Employers Liability and worker's compensation Insurance in respect of the personnel of the Architect and any of its Sub - Consultants, in accordance with the relevant provisions of the agreement and of any such life, health, accident, level or other insurance as may be appropriate shall have to be taken by Architect.

It may please be noted that all insurance and policies should start from the date of commencement of services and remain effective as per relevant requirements of Contract agreement, or upto completion of consultancy contract, which ever is longer except PLI which shall be for the period as provided above.

13. Obligation of Architect

- 13.1 The Architect may be asked to submit alternative models (if decided by the owner) to decide the plan and architectural view of the buildings. Rate for preparation of one model and complete 3D BIM (Building Information Model)/ virtual construction model on computer software is deemed to be included in the quoted rates. However for 2nd or thereafter, extra payment shall be payable to the Architect on the rate decided by the TCIL and /or **ITI**.
- 13.2 Architect shall carry all modifications as desired by TCIL and /or **ITI**.
- 13.3 Architect shall provide detailed computations and back - up of design sheets to TCIL and /or **ITI**.
- 13.4 Architect shall provide all drawings & designs on Auto Cad, STADD - Pro /or any relevant computer programme in editable format Copy of final design/drawings shall be made available to TCIL and /or **ITI** in editable soft copy on compact disc also.

14 Obligation of the Employer

- 14.1 The employer shall provide all required inputs about the utilities and functional requirements of the buildings to optimize the plan.
- 14.2 The employer shall provide all possible assistance to the Architect in getting approval of buildings from local/statutory authorities if required.

15 General

15.1 Adequacy of Design

The Services to be rendered by Architect shall be based on latest National Building Code, relevant applicable codes and sound engineering practices. Major decision and specification shall be reviewed by owner to the extent desired. Approval of any design / drawing by owner shall, however, not relieve the Architect in discharging their responsibilities regarding the adequacy of design and proper functioning of the works. The Architect shall be fully responsible for the adequacy, accuracy and quality of entire services performed by them in accordance with accepted standards of safety, earthquake requirements, environment protection, rainwater harvesting and public health.

Architect shall also be required to get the adequacy of design proof checked for IIT/Government Engineering College or any other Institution of repute on its own cost and owner reserve its right

to get the design approved / checked again from any reputed independent agency. In that case it will be the responsibility of the Architect to depute their executive and furnish necessary clarification / calculations / assistance for the approval of the drawings / design calculations. However owner shall bear the cost of engagement of independent agency for carrying out design/ drawings rechecked. But in case the designs are found unsatisfactory, the Architect will be liable to pay the fee of the independent agency.

15.2 Additions and Alterations

The Employer as well as Owner shall have the right to request changes, additions, modifications or selections in the design and drawing of any part of the work at any time and to request additional work in connection therewith and the Architect shall comply with such request. The decision of employer shall be final on whether the deviations and additions are substantial and requiring any compensation to be paid to the Architect. The applicable fee as per quoted percentage shall be payable on additional amount (if payable) and nothing extra shall be payable on this account. However for the minor modification or alteration which does not affect the entire planning and design etc., no amount will be payable.

15.3 Foreclosure of contract

Employer reserve the right for foreclosure of contract without assigning any reason whatsoever. The payments in the event of foreclosure of contract shall be restricted to the amount defined for each activity independently and in the event of such termination the Architect shall be entitled to all such fee for the services actually completed and liable to refund the excess payment if any made to them over and above what is due in terms of this agreement on the date of termination. The employer may make full use of all or any of the drawings prepared by the Architect. In case of an activity is partly completed at the time of foreclosure of contract, owner shall assess and decide the part fee payable to Architect and his decision shall be final and binding and no claims shall be entertained.

15.4 Rescinding of contract

In the event of failure on the part of the Architect to complete work in time or to the complete satisfaction of the employer or in the event of committing breach of any one or more of terms and conditions of the agreement, employer shall be entitled to rescind this contract without prejudice to right to claim damages or remedies under the law. The period of notice to be given to rescind contract will be 15 days and in the event of such termination, Architect shall be liable to return the excess payment, if any made to them over and above due to them on the date of termination and employer as well as owner will be entitled to make full use of all or any of the drawings / documents prepared by Architect. In such case employer/ owner shall have

power to engage another Architect and/or carry out the work through its own resources to complete the balance work. In this case the excess amount, if any incurred by the owner shall be debited to the Architect subject to a maximum of **10%** (Ten percent) of the total fee which would have been paid. Architect shall pay to owner such excess expenditure within 30 days of issue of notice failing which Architect shall be debarred from consultancy jobs of employer/ owner in future besides taking other course of action to recover such amount.

15.5 Non-submission of Documents

Bidders shall ensure submission of all documents required / asked for in the bid document. Owner shall not revert back for seeking deficient documents and may finalize the bids at its Sole discretion based on submission by bidders. The bids are liable to be rejected in case the required documents are not submitted along with the bid.

15.6 Copyright / Proprietary right

The Architect hereby agree that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against employer as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Architect.

The drawings, design, plan; related details prepared and acquired by the Architect for the work entrusted to him under this agreement will become the property of employer and /or owner. The drawings, design, plan and related details can not be issued to any other person, firm or authority or used by the Architect for any other project without prior permission of employer and /or owner. However the drawings and drawings and design can be utilized by employer and/ or owner for other works and Architect shall not have any objection whatsoever.

15.7 Contract Agreement

After acceptance of bid a formal contract agreement shall be executed on a non judicial stamp papers of Rs. 100/- (Rupees one hundred only), the cost of the same shall be borne by the Architect.

15.8 Other terms:

- a. The payment under this tender shall be on back to back basis i.e. the consultant shall be paid after getting the payment by TCIL from owner, i.e. ITI. However, TCIL may release the 50% applicable payment as advance payment bearing an interest as SBI base rate plus six percent subject to a minimum interest equivalent to SBI base rate plus 6 % or 12% whichever is higher till the realization of payment from owner.
- b. Consultant / Representative is required to be present in the meeting of Monitoring and appraisal committee called by owner, if needed. Consultant should be present during the inspection of higher Government officers, if called. No extra payment shall be admissible in this account.
- c. The Consultant is responsible to arrange all required manpower, materials, machineries, equipments and other resources to complete the entrusted job in time and also to complete all operations during defect liability period, wherever applicable. The Consultant has to perform the contract in an effective manner under the guidance and instructions of Employer. If, at any time, it appears that due to non performance of the Consultant, the targets about completion of contract, in parts or full, may not be completed in scheduled time, Employer through Project Director or any other official may engage an alternate agency/ additional agency to complete the job as per satisfaction of owner at the risk and cost of Consultant. Employer is also authorized to withdraw partial and full works from Consultant in case of non performance by the

Consultant. Employer shall have powers to recover all such amount from the Consultant from any amount of Consultant available with the employer or through legal means.

- **END OF SECTION 4** -

SECTION 5

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

19.12.2011

1. SCOPE OF CONSULTANCY

- 1.1 The Scope of Consultancy provides for comprehensive Architectural Consultancy Services for the Construction of proposed, NIFT Campus at ITI, Rae Bareli. The Scope of work shall include preparation of Architectural Design, Structural Design, and Engineering designing of services such as IBMS, Communication Systems, Security System, Fire Detection and Fire Fighting systems, Power Management Systems, Elevator Management System, Wastewater Management System, Rain harvesting, Landscaping and Horticulture, Electrical sub station planning etc. and Obtaining approval from local / statutory authorities. The Scope of Consultancy shall also include preparation of Engineering documents (Preliminary estimate, Detailed estimate, Tender document), project schedules, Liaison with the TCIL and the contractor for execution of design concept as per the approved design, drawings etc. Preparation and submission of completion drawings and obtaining Completion / Occupancy certificate from local authorities. The agency shall also submit PERT.

All documents to be provided in soft and hard copies to be compatible in the existing ERP system of TCIL.

- 1.2 The scope of work shall not include appointment of contractor and any direct contractual dealing with the contractor during the execution of the work. However, the scope of work shall include any other service normally required to be rendered by the Architectural consultant and not included above for successful commencement/completion of the project.

The details of services to be provided by the consultant shall inter-alia, include the following: -

2. ARCHITECTURAL DESIGN:

- a. This shall include detailed discussions with the TCIL, Evaluation of Site, Analysis and impact of existing structures / proposed development of its immediate environments etc. and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work, details of various approvals required from Local/Statutory Authorities.
- b. Modifying the conceptual designs incorporating required changes by the TCIL.
- c. Preparation of master plan providing for future expansion to exploit the full FSI permissible including possible commercial use in future.
- d. Preparation of layout plans indicating features like internal and external, water supply, sanitary installations, storm water drainage, rain water harvesting system, landscaping, internal roads, paved areas, culverts, compound walls, internal and external electrical installations compound lighting, etc. complete, which shall be in accordance with local Bye laws and obtaining approval of TCIL.
- e. The layout plan shall include an area statement giving details of permissible FSI, ground coverage, set backs etc., and actual built up area generated vis-a-vis schedule of accommodation. The site plan shall show services such as water supply, sewer lines, road lighting, underground tank etc (True to scale).
- f. Preparation of preliminary drawings using Auto CAD for various floors, toilets, staircases, lift, etc. explaining the general planning with schedule of internal

and external materials and finishes and dimensions. Plumbing/Electrical layout indicating internal and external, pumps, engine alternator, substation, fire fighting system, elevators, UPS and location of channels for electric cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant National Building Code/local Bye laws including 2D drawings and 3D views, walkthrough presentation using 3Dmax at no extra cost and obtaining approval of TCIL.

- g. The Architectural Consultant shall be responsible for pursuing and obtaining of all approvals from all Local/ Statutory authorities according to prevailing bye-laws, Laws, and Regulations etc. ITI shall pay all statutory fees required for obtaining the approvals from various local bodies/statutory bodies.
- h. Preparation and Submission of plans/drawings to local civic bodies for obtaining approval of the Local/Statutory authorities according to the applicable acts, laws, regulations etc. and make any changes desired by such authorities at no extra cost. The approved documents in original shall be submitted to TCIL for its reference and record.
- i. Preparation of Preliminary Estimate for the Project on Plinth area in approved format of the TCIL and on the CPWD norms viz. DPAR-2007 up-dated with the Cost Index / plinth area rates for Electro Mechanical Service as approved by the TCIL. For items/services not covered under DPAR-2007 rates based on market rate analysis supported by Quotations from reputed/specialized agencies shall be adopted.
- j. Preparation of detailed architectural drawings sufficient to prepare DE/tender documents consisting of floor plan at each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan, plumbing and schematics, including details.
- k. Models: After finalization of the working drawings, the Architectural Consultant shall be required to prepare a scale model to a convenient scale, showing the complete details of the building, In addition, the Architectural Consultant is also required to prepare a model to a convenient scale showing the site along with its proposed landscape etc. locating the proposed building in it.
- l. Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, lifts, telephones, PABX, public address system, acoustics and other specialized services etc. as per the requirements of the Project suitable for construction and release to site.
- m. Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewage, water supply intakes arrangements, roads, street lighting, telephone system, electrical sub station and other related schemes, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from TCIL.

3. STRUCTURAL DESIGN:

- a. The Architectural Consultant shall carry out an independent detailed Soil Investigation based on the requirements of approved architectural drawings. The Soil Investigation shall be carried out in accordance with provisions of relevant BIS Codes and also arrange for testing the underground water for fitness for construction and portability. The foundation system shall be finalized in consultation with the TCIL.

- b. The building shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.
- c. The architectural consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- d. The consultant at his own cost shall get the structural design/drawings vetted by IIT/reputed Govt. institution. These designs shall be finally subject to the approval by TCIL.

4. SERVICES DESIGN

The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by TCIL.

i. FIRE DETECTION & FIRE FIGHTING SYSTEM

Highest fire safety norms in accordance with local fire bye-laws/ codes are to be followed and state of the art microprocessor based addressable fire alarm systems shall be provided.

ii. ELEVATORS

The elevators shall be as per international standard with latest features.

iii. SUBSTATION

Substation shall have dry type transformers and HV/MV panels.

iv. DG SETS

Adequate stand by arrangements with DG sets shall be provided.

v. UPS

UPS shall be provided for computers, communication etc.

vi. WASTE WATER MANAGEMENT SYSTEM

A sewage treatment plant shall be designed to provide soft water for horticultural and other uses with appropriate disposal of sludge etc. produced in the process.

vii. ENVIRONMENTAL PROTECTION:

Cautious effort shall be made to ensure positive contribution to the Environment and conform to local pollution control norms.

viii. LANDSCAPING AND HORTICULTURE

Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.

5. OTHER SERVICES

Any other services connected with the work shall be designed as per standard practice.

6. ENGINEERING DOCUMENTS:

a) DETAILED ESTIMATE

Preparation of Detailed estimate on CPWD norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the TCIL to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the TCIL to check them before preparation of draft tender documents. Where prescribed specifications and/or schedule of rates do not provide for certain items/services, specification and rates based on proper market rate analysis supported by Quotations from reputed/specialized agencies shall be adopted along with Engineering Market Rate Analysis for these items with the approval of the TCIL.

b) PREPARATION OF TENDER DOCUMENT:

- i. For PRE-QUALIFICATION OF CONTRACTOR, the Architectural Consultant may indicate any special requirements to suit his Architectural/Structural concepts as well as timely completion of the Project. However, the final decision for stipulating the special conditions for Pre-Qualification of the contractor shall be determined by TCIL.
- ii. The Architectural Consultant shall prepare a DRAFT TENDER DOCUMENT based on the standard contract document approved by the TCIL incorporating construction methodology, and special conditions as felt necessary by him in consultation with TCIL. The Draft Tender Document shall include Item Rate Schedule of Quantities.
- iii. On approval of the draft tender document, the Architectural consultant shall prepare sufficient number of tender documents for issue by TCIL to eligible contractors for the work.
- iv. Architectural Consultant shall attend Pre Bid Conference with contractors for assisting TCIL in clearing and clarifying the doubt and incorporation of suggestions approved by TCIL for the Project.

c) EXECUTION STAGE

- i. Prepare and issue of Working drawings with all details for proper execution of the work. This shall include preparation of fabrication / shop drawings for select items as well as scrutiny / approval of shop drawings submitted by vendors for various services.
- ii. Revision of drawing details and specifications as required by construction process.
- iii. Preparation of Project planning on MS Project/Primavera along with sequence of construction.
- iv. Providing assistance, if required, in negotiating with contractors, suppliers or manufacturers, if any.
- v. Attend meetings arranged by the TCIL with relevant parties involved in completion of the work.

d) ROLE OF CONSULTANT DURING EXECUTION:

- i. The Architectural consultant shall assist in execution, if required with respect to the design concept, for ensuring that the work is carried out as per approved drawings, designs and specifications through a team of qualified and experienced technical personnel, including Architects, Engineers and Supervisors and to bring out deviations, if any, to the notice of the TCIL for its rectifications. The Consultant shall obtain the prior approval of the TCIL in respect of Technical Personnel.
- ii. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the Engineer-in-charge, TCIL shall be final and binding.
- iii. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
- iv. Exercising cost control & economy measures to ensure that the approved Estimates are not exceeded.
- v. The Architectural consultant shall obtain the approval of the TCIL for any of the material deviation in the design or specification that may be required and felt necessary during execution due to technical or administrative reasons.

e) POST COMPLETION :

- i. The consultant shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates.
- ii. The Architectural consultant shall be responsible for obtaining final completion certificates from different authorities in respect of various building and services and securing permission of Municipality and such other authorities for occupation of the building and assist TCIL in obtaining refund of deposit if any, made by TCIL to the corporation or any such other authority.
- iii. The Architectural consultant shall be responsible for preparing and submitting "**AS BUILT DRAWINGS**" for the building and all services for reference and records of the TCIL both in hard cloth mounted drawings and digital mode.

7. THIRD PARTY QUALITY CHECK : The consultant shall pay fee if any for third party quality check if desired by TCIL.

8. PAYMENT OF CONSULTANCY FEES:

- i. The TCIL agrees to pay to the appointed Architectural consultant the fee for the professional services to be rendered by him, for the stipulated schedule of accommodation, as accepted by the TCIL in the letter of appointment.
- ii. Service tax on the consultancy fees as applicable shall be paid by the Consultant. The rate quoted by consultant shall be inclusive of applicable service tax.
- iii. Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/Completion /occupation of the building shall be paid by TCIL/ITI on demand by the competent authorities.

9. ADDITIONS AND ALTERATIONS:

- I. The TCIL shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the Architectural consultant with out any extra cost.

OTHER TECHNICAL SPECIFICATIONS

Reference Standards for Services

The Consultant is required to provide services based on extant rules, local bye - laws, applicable standards and sound engineering practices. The reference of standards is detailed below for application in services of consultant. The consultant shall refer the standard documents in case they are not mentioned below in any case:

10.1 Development Plan, Architectural Plan, Building Plan and their approvals:

13.1.1 Applicable laws of local bodies, Forest Deptt. and other concerned agencies.

10.2 Design of structures, Preparation of drawings, detailed estimation etc:

- 13.2.1 National Building Code, 2005
- 13.2.2 IS: 1893 (latest edition)
- 13.2.3 IS: 13920 (latest edition)
- 13.2.4 IS: 13828 (latest edition)
- 13.2.5 Other applicable standards
- 13.2.6 Sound Engineering Practice for detailed estimation

10.3 Preparation of Bill of Quantities etc.

- 13.3.1 Delhi Schedule of Rate, 2007
- 13.3.2 CPWD Schedule of Rate for Electrical, Fire Fighting items
- 13.3.3 CPWD Schedule of Rate for HVAC Items (if any)
- 13.3.4 Additional Items based on Market Rate Analysis (Non - DSR Items) as per scope of work for standard materials / items proposed to be used in this work for civil, electrical, fire fighting, internal roads, horticulture works etc.

SECTION – 6

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

Annexure – 1

Details of the Applicant

1	Name and address of applicant	
2	Telephone No./Fax No./E-mail/Telex No.	
3	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: (a) An individual (b) A Proprietary Firm (c) A firm in Partnership (d) A limited Company (Private or Public) or Corporation	
4	Particulars of Registration with various Government bodies/Organization. (attach attested photocopy)	
5	Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email	
6	Designation of individuals authorized to act for the organization	
7	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Other details:	
	a) EPF No. valid up to b) TIN No. and certificate c) Clearance of sales Tax up to d) PAN No. and copies of IT return for last three years. e) Service Tax registration No. (Copies to be enclosed)	

12	Any other information considered necessary but not included above.	
	Seal of the Applicant	Signature of Applicant

Annexure –2

Financial Information

- I. Financial Analysis : Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)

		2008- 2009	2009- 2010	2010- 2011	Average annual turnover
		a	b	c	(a+b+c)/3
(i)	Gross Annual turnover on construction works				
(ii)	Profit/Loss				

**Seal and Signature of
Applicant**

Annexure-3

Details of Similar Works Completed During Last Seven Years

S.NO.	Name of work/Project & Location	Owner of organization	Value of work in lakhs at completion	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	litigation/arbitration pending /in progress with details	Name and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant

Annexure-4

Projects / Work In progress

S · N O ·	Name of work/Project & Location	Owner of organization	Value of work in lakhs	Date of commencement as per contract	Stipulated date of completion	Upto date percentage of progress of work	Slow progress if any, & reasons thereof	Name and address/telephone number of officer to whom reference may be made	Remarks

Signature of
Applicant

Annexure –5
Details of office equipments available

S.No.	Name of Equipment	Make/model /capacity	Quantity	Condition	Status (Owned/ Leased/Hired)

Signature of Applicant

Annexure –6

Details of Man Power available

S.No.	Name	Designation	Qualification	Experience (Nature and no. of years)

Signature of Applicant

Annexure-7

Affidavit

(To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by notary public)

Affidavit of Mr. _____ S/o _____ R/o _____ I,
the deponent above named do hereby solemnly affirm and declare a under:

1. That I am the Proprietor/authorized signatory of M/s. _____ having its Head Office/Registered. Office at _____
2. That the information/documents/Experience certificates submitted by M/s. _____ along with this tender for “ (Please specify the Name of Work)” in TCIL are genuine and true and nothing has been concealed.
3. I shall have no objection in case TCIL verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case TCIL demand so for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me found to be incorrect/false/fabricated, TCIL at its discretion may disqualify/reject my application for this tender out rightly and also debar me/M/s. _____ from participating in any future tenders/PQ.

DEPONENT

I, _____, the proprietor/authorized signatory of M/s. _____, do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at _____ this _____ day of _____.

DEPONENT

ANNEXURE - 8

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of INR/US\$ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name
Signed in Capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

Name & Signature of witness
Address of witness

ANNEXURE – 9

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

Part- 2 : Financial Bid

(To be submitted in a separate sealed envelope)

Tender No. TCIL/05/527/291/2011/ACD

CONTRACTOR'S BID

(THIS COVERING LETTER TO BE ON THE BIDDER'S LETTER HEAD)

Description of the work : **“Consultancy services for construction of buildings at ITI RAIBAREILY town in UTTAR PRADESH”.**

To,
General Manager (Civil)
Telecommunication Consultant India Limited
TCIL Bhawan, Greater Kailash-1
New Delhi-110048

Sir,

We offer to perform the Works described above in accordance with the Conditions of Contract accompanying this Bid with a percentage above or below for the estimated cost of Contract as (+) or (-).....% (In figure) and percentage plus or minus(In words).

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid Validity and Earnest Money Deposit required by bidding documents.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of bidder

Address:

Date:

Tender No. TCIL/05/527/291/2011/ACD

Financial Bid

Name of Work: Consultancy services for construction of buildings at ITI at RAIBAREILY town in UTTAR PRADESH

Sl. No.	Description of Item	Unit	Estimated Cost
1	Consultancy services for construction of buildings at ITI Raibareily (U.P.)	Rs.	Rs. 58,75,000/-only

I/ We quote (In figures) and (In words)..... % above/ below the given schedule of estimated cost . Percentage shall be on overall basis and for the individual items.

Signature of Consultant with seal.

Date:

Place:

Drawings

(As per attachments)