Tender Document
For
Construction of Toilet Blocks at various locations in West Bengal(Package-I)

Tender No: TCIL/CIVIL/CPD/ASI/2017/71
Issued on: March 1, 2018

Volume I: Technical Bid

Issued By:
Chief Project Director (ASI)
Telecommunications Consultants India Limited
5th Floor, TCIL Bhawan, Greater Kailash-I
New Delhi-110048
Email: atuljain@tcil-india.com
Visit us at http://www.tcil-india.com
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NOTICE INVITING TENDER

Electronic tenders are invited from eligible bidders for “Construction of Toilet Blocks at various locations in West Bengal (Package-I)”

Submission of Online Bid is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

<table>
<thead>
<tr>
<th>1.1.1</th>
<th>Name of the Work</th>
<th>“Construction of Toilet Blocks at various locations in West Bengal(Package-I)”</th>
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<tr>
<td>1.1.2</td>
<td>Estimated cost of Construction works</td>
<td>Approx. Rs 1,41,16,564/- only.</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Cost of Tender Document</td>
<td>Rs 1,000/- (Rupees One Thousand only) payable in the form of Demand Draft (DD) or Pay Order in favour of “Telecommunications Consultants India Limited” payable at New Delhi (Non-refundable)</td>
</tr>
<tr>
<td>1.1.4</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 2,82,400/- (Rupees Two Lacs Eighty two Thousand Four Hundred only) (Refundable) in the form of D.D. / Banker’s cheque/FDR/ BG in prescribed format in favour of ‘Telecommunications Consultants India Limited’ payable at New Delhi.</td>
</tr>
<tr>
<td>1.1.5</td>
<td>Completion Period</td>
<td>4 (Four) Months</td>
</tr>
<tr>
<td>1.1.6</td>
<td>Validity of Bid</td>
<td>120 days</td>
</tr>
<tr>
<td>1.1.7</td>
<td>Start Date &amp; Time of Publishing Tender</td>
<td>01.03.2018, 11:00 Hrs</td>
</tr>
<tr>
<td>1.1.8</td>
<td>Start Date &amp; Time of Procurement of Tender Document</td>
<td>01.03.2018, 11:00 Hrs</td>
</tr>
<tr>
<td>1.1.9</td>
<td>Last Date &amp; Time of raising/ Seeking information in writing, if any</td>
<td>07.03.2018, (No query after this date shall be entertained). Bidders are advised to attend Pre-bid meeting for seeking clarifications on their queries</td>
</tr>
<tr>
<td>1.1.10</td>
<td>Last Date, Time of Procurement of Tender Document.</td>
<td>15.03.2018, 13: 00 hrs.</td>
</tr>
<tr>
<td>1.1.11</td>
<td>Date of Pre-bid meeting</td>
<td>07.03.2018, 11: 00 hrs</td>
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<td>1.1.12</td>
<td>Last Date &amp; Time for Online submission of tender bid.</td>
<td>15.03.2018, 15: 00 hrs.</td>
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<td>1.1.13</td>
<td>Online Opening of Technical bid.</td>
<td>15.03.2018, 16: 00 hrs.</td>
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Tender fee and EMD amount exempted for NSIC/MSME units subjected to submission of valid NSIC / MSME certificate

Since this is e-tender, tender document has to be downloaded from the TCIL website link (https://www.tcil-india-electronic tender.com). Bidders are advised to visit the TCIL’s e-tendering (ETS) portal regularly for updates/amendments, if any.

SCOPE OF WORK
The scope of work includes all required activities for proper completion of work titled as “Construction of Toilet Blocks at various locations in West Bengal (Package-I)” as directed by the Engineer-in-Charge in accordance to the BOQ & standard technical specifications of this tender.

Note:
1. For detailed scope of work, please see Section-5.

2. The bidders, at their own responsibility/cost/risk, are advised to visit and examine the site of works and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. It shall be deemed that the bidder has visited the site/ area and got fully acquainted with the working conditions/ other prevalent conditions/ fluctuations and has taken all the factors into account while bidding.

Eligibility Criteria

1. The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/ Partnership Company or a consortium of any of these. Copy of Certificate of Incorporation/Registration/Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

2. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted on the company’s letter head.

3. Average Annual Financial Turnover during the last 3 years, ending 31st March 2017, should be at least 50% of the estimated cost of the work. (Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years’ i.e. From 2014-15, 2015-16 & 2016-17).

The bidder may submit actual annual report (balance sheet and Profit & loss account) or Provisional Annual report (balance sheet and Profit & loss account)/ CA certificate for the turnover for the financial year 2016-2017.
4. Bidder should have experience of having successfully completed similar construction works during the last 7 years ending 28.02.2018 should be either of the following:

   i) One similar work costing not less than 80% of the estimated cost of construction.

   OR

   ii) Two similar works each costing not less than 50% of the estimated cost of construction.

   OR

   iii) Three similar works each costing not less than 40% of the estimated cost of construction.

Note: Similar work would mean Construction of building works completed in last 7 year for any Government department /Semi Government department/ PSU/ Autonomous bodies only. Experience for Works under progress shall be considered only if it is supported by a suitable certificate from client mentioning the awarded amount of work, date of start, scheduled date of completion, amount of completed works, imposition of L.D/penalty (if any) & comments on the performance of contractor.

(PLEASE SUBMIT COPIES OF AWARD LETTER/ LOA, COMPLETION CERTIFICATES FROM CLIENT MENTIONING THE NATURE OF WORK, VALUE OF WORK AND TIME PERIOD. THE CERTIFICATES SHALL BE CONSIDERED VALID ONLY IF IT IS ISSUED / COUNTER SIGNED BY AN OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER OR EQUIVALENT).

5. Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. (please submit ‘ No conviction certificate’ as per format given in section-6- Annexure-9) on the company’s letter head.

6. The bidder should give an undertaking on the company’s letter head that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by TCIL at its sole discretion.

7. The Bidder should be registered for GST and PAN no (Submit copy of GST Registration Certificate and PAN Card).

8. Bidder should not incur any loss in last three financial years.

9. Net worth of the bidder should be positive during the present financial year.

10. Participation in bidding can be done by JV/Consortium entity having maximum two partners and subject to meeting minimum eligibility criteria together.
JV/Consortium agreement mentioning lead partner and another partner’s role and responsibilities should be attached. Lead partner shall be liable to comply all contractual obligations under the said contract.

Consortium must comply the following requirements:

(i) The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of two (02) bidders. Qualifications and credentials of each partner shall be added for the purpose of eligibility criteria. Each consortium partner shall be jointly and severally responsible for completing the task as per the contract. TCIL, in any case, will deal with the lead partner, who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.

(ii) The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Power of Attorney from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.

(iii) The formation of consortium or change in the consortium character/partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.

(iv) The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if prequalified) and to execute the contract for the facilities if their bid is successful.

(v) The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.

(vi) The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized signatory on behalf of consortium.

(vii) The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid
validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months.

(viii) Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

11. This tender is covered under Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids. Bidders may read the integrity pact and fill it properly including witness part of the document. Bid received without signed copy of the Integrity Pact document as instructed in Section-2 shall be liable to be rejected. In case of consortium bidder, all partners of the consortium will sign the integrity pact individually.

Integrity pact for tenders having estimated cost as Rs. 1.0 Cr or above shall be submitted in prescribed format with all required details and signatures.

**Other Conditions:**

i) **Exemption in Tender document fee & EMD by Micro & Small Enterprises registered with NSIC/MSME:** The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of Tender document fee / EMD/ Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

ii). **Public Procurement policy for MSME:** The participating MSMEs quoting price within price band L1 + 15% may be awarded a portion up to 20% of requirement by bringing down their price to L-1 price, where L1 is non MSME. TCIL reserves the right to take decision regarding award of work under this clause and this decision shall be binding on L-1 bidder (Non MSME).

iii). **Deployment of skilled/Semi skilled tradesman at Project site:** The contractor shall at all stages of work deploy skilled/semiskilled tradesmen who are qualified and posses certificate from particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similiar reputed and recognised Institute managed/certified by State/central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semiskilled workers required in each trade at any stage of work. The contractor shall submit number of mandays required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized institute to a Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-In-
charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesmen per day. Decision of Engineer-in-charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crores.

iv). Set Off: Any sum of money (including refundable security deposit) due and payable to the bidder/contractor under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract entered into between the parties, herein whether continuing or completed.

v). PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA ) ORDER 2017

In order to compliance of mandatory provisions of Public Procurement (Preference to make in India) order, 2017 for giving purchase preference to local suppliers in all procurement undertaken by Government agencies in the manner specified as per public procurement (Preference to make in India) order, 2017 as detailed below:

1. Definitions: For the purposes of this order:
‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value in percent.

‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent ministries/ Departments in pursuance of this order.

‘L1’ means the lowest bidder or lowest bid or the lowest quotation received in a tender, bidding process or the other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

‘Procurement entity’ means a Ministry or department or attached or subordinate office of or autonomous body controlled by the Government of India and includes Government companies as defined in the Company Act.
2. Requirement of Purchase Preference: Purchase Preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder:

a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 Lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.

b) In the procurements of goods which are not covered by paragraph 2a and which are divisible in nature, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract of full quantity will be awarded to L-1.

ii) If L-1 Bid is not from a local supplier, 50% of the ordered quantity shall be awarded to L-1. Thereafter, the lowest bidder among the local supplier will be invited to match the L-1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference and the contract for that quantity shall be awarded to such local supplier subject to matching the L-1 price. Incase such local eligible local supplier fails to match L-1 price or accepts less than the offered quantity , next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity an dos on. And the contact shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers then such balance quantity may also be ordered on the L-1 bidder.

c) In procurement of goods not covered by sub para 2a) and which are not divisible and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract of full quantity will be awarded to L-1.

ii) If L-1 Bid is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L-1 price subject to the local suppliers quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L-1 price.

iii) Incase such local eligible local supplier fails to match L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on. And the contact shall be awarded accordingly. In case the none of the local
suppliers within the margin of purchase preference matches the L-1 price, then the contract me be awarded to L-1 bidder.

**Minimum Local content:** The minimum local content shall ordinarily be 50% unless otherwise stipulated by concerned authority. The Competent Authority may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

**Verification of Local Content:**

a) The local supplier shall be required to provide self-certification that the item offered meets the minimum local content and shall give the details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 Cr, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company( in the case of companies) or form a practicing cost account or the practicing charted accountant (in respect of supplies other than companies) giving the percentage of local content.

c) False declarations will be in breach of the code of the integrity under rule 175(1)(i) (h) of the general Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial rules along with such other actions as may be permissible under law.

d) A supplier who has been debarred by TCIL/any procuring entity, shall not be eligible for preference for procurement for the duration of the debarment.

e) In respect of debarment by other procuring entities, the debarment of such suppliers in TCIL shall take effect prospectively from the date of uploading on CPP so as ongoing procurements are not disrupted.

**Note:** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

**Tenders received without EMD/ineffective EMD, and without the requisite Tender Fee shall be summarily rejected.**

The bidder must officially procure/download the tender documents from the ETS portal of TCIL before the last date and time of sale of tender document in order to bid for this tender.

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

All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, tender specifications etc. failing which the bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

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

Please note that official procurement/downloading of Tender document from ETS portal of TCIL is mandatory and that the bidder will in no case be able to participate in the tender without having procured/downloaded the official copy of the tender from ETS portal of TCIL before the due date and time for the sale.

Contact Information:
TCIL Contact-1- Mr. Atul Kumar Jain, GGM (Civil-BD)/CPD(ASI)
E-mail ID: atuljain@tcil-india.com
TCIL Contact-2-Mr. Sunil Kumar ,GM (Civil)
E-mail ID:
E-Tendering- Telephone: +91-11-26241790
(Multiline) Helpdesk  Emergency Mob.: +91-9868393775,9868393792
E-mail ID: ets_support@tcil-india.com

(Atul Kumar Jain)
Chief Project Director (ASI)

END OF SECTION-1
INSTRUCTIONS TO BIDDERS

2.1 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Employer in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.2 BID DOCUMENTS

2.2.1 Bid Documents includes:-

VOLUME – I

Section 1 Notice Inviting Tender
Section 2 Instructions to Bidders
Section 3 General (Commercial) Conditions of the Contract
Section 4 Special Conditions of the Contract
Section 5 Scope of work
Section 6 Annexures
Section 7 Drawings

VOLUME – II Financial Bid

2.2.2 Any clarification or communications obtained from the Employer

2.3 AMENDMENT TO BID DOCUMENTS

2.3.1 At any time, prior to the date of submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.3.2 The amendments/ Corrigendum will be notified on TCIL Website and these amendments will be binding on them. Bidders are advised to visit TCIL Website regularly for updates on this Tender.

2.4 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Employer may at its discretion extend the deadline for submission of bid suitably.
2.5 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder’s eligibility to provide the required construction works. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the services offered, wherever required.

2.6 BID SECURITY

2.6.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in the following form:-

(a) Demand Draft or Pay Order or CDR or FDR/ Bank Guarantee in prescribed format from a Scheduled Bank in favour of M/s Telecommunications Consultants India Limited, payable at New Delhi.

2.6.2 The bid not secured in accordance with the above shall be rejected by the Employer as non-responsive.

2.6.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 45 days after expiry of the bid validity period prescribed by the Employer.

2.6.4 The successful bidder’s bid security will be discharged upon the bidder’s submission of the Performance Guarantee.

2.6.5 The bid security may be forfeited under the following circumstances:-

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or

c) If he fails to supply the material in terms of the project.

2.6.6 No interest is payable on EMD.

2.6.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.7 VALIDITY PERIOD OF BID

Bid submitted by the bidder shall remain valid for acceptance for a period of 120 days from the date of opening the Bid. The bidders shall not be entitled during the period of 120 days, to revoke or cancel Bid or vary any term thereof without
written consent of the owner. In case of bidder revoking or canceling his
Bid or varying any term in regard thereof, the bidder's Earnest Money
Deposit shall be forfeited by the Employer.

The bid valid for a shorter period shall be rejected by the Employer
as non-responsive.

In exceptional circumstances, the Employer may request the consent of
the bidder for an extension to the period of bid validity. The bid security
provided shall also be suitably extended. A bidder accepting the request
and granting extension will not be permitted to modify his bid.

2.8 CLARIFICATION OF BIDS

2.8.1 To assist evaluation and comparison of the bids, the Employer may at its
discretion may ask the bidder for clarification of the bid. The clarification
and response from bidder shall be in writing. The clarification will be asked
offline & online and the clarification and response from bidder shall also be
offline and online, as applicable.

2.8.2 The Employer does not bind himself to accept the lowest or any tender and
reserves to himself the right to accept the whole or any part of the tender and
altering the quantities offered and tenderer shall supply the same at the rate
quoted.

2.9 EVALUATION OF TENDERS

2.9.1 The Employer shall evaluate the bids in respect to the substantive
responsiveness of the bid or otherwise. The Employer shall carry out
detailed evaluation of the substantially responsive bids. The Employer
shall check the bid to determine whether they are complete, whether any
computational errors have been made or required sureties have been
furnished.

2.9.2 Arithmetical error shall be rectified on the following basis :-

a) If there is a discrepancy between the unit price and total price that is
obtained multiplying the unit price and quantity, the unit price shall
prevail and the total price shall be corrected by the Employer.

b) In case of discrepancy between words and figures, the amount in
words shall prevail.

2.9.3 A bid determined as substantially non-responsive shall be rejected by the
Employer.

2.9.4 The Employer may waive any minor infirmity or non-conformity or
irregularity in the bid which does not constitute a material deviation.

2.9.5 The Employer shall evaluate in detail and compare the bids which are
substantially responsive.
2.9.6 The evaluation of the ranking shall be carried out on the landed price of goods/services offered inclusive of 1% Labour cess and all taxes as applicable except GST which shall be paid extra as applicable.

2.10 NOTIFICATION OF SUCCESSFUL BIDDER

2.10.1 Prior to the expiration of the bid period, the Employer will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.10.2 Upon successful bidder furnishing of Performance Guarantee, the Employer will notify each unsuccessful bidder and will discharge its bid bond.

2.11 ISSUE OF LETTER OF INTENT

2.11.1 The issue of Letter of Intent shall constitute the intention of the Employer to place the Purchase Order with the successful bidder.

2.11.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.12 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Employer may make the offer to any other bidder at the discretion of the Employer or call for new bids.

2.13 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Employer in the Employer’s bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.14 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/ Pay order/FDR/CDR/BG in prescribed format
- Integrity pact in original on plain paper only, duly signed, filled and witnessed.
- Pass Phrase for opening of technical bid
- NSIC/MSME registration certificate, if applicable
All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.16.

2.15 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to TCIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.16 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.16.1 Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.16.2 Broad outline of activities from Bidders perspective:

i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)

ii) Register your organization on Electronic Tendering System® (ETS) Portal of TCIL (https://www.tcil-india-electronictender.com) if not already registered

iii) Create Users and assign roles on ETS

iv) Assign Tender to a department of your organization on ETS

v) Download Official Copy of Tender Documents from ETS

vi) Clarification to Tender Documents on ETS
   – Post query to TCIL (Optional)
   – View response to queries posted by TCIL

vii) Online Bid-Submission on ETS

viii) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid on ETS
   – Opening of Technical-Part

ix) Post-TOE Clarification on ETS (Optional)
   – Respond to TCIL’s Post-TOE technical queries

x) Attend Public Online Tender Opening Event (TOE) for Financial Bid on ETS – Opening of Financial-Part
   (Only for Technically Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
2.16.3 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

2.16.4 Registration

To use the Electronic Tender® portal (https://www.tcil-india-electronicstender.com) the Bidder need to register on the portal. Registration of bidders organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details online and Annual Registration Fee (Rs 6,000/- + GST as applicable) physically to TCIL, please contact e-Tendering Helpdesk (as given in Section 1), to get your registration accepted/activated. The Annual Registration Fee can be submitted by the following modes:

i) DD in favour of “Telecommunications Consultants India Limited” to be submitted to JGM (F&A-IT), TCIL, TCIL Bhawan, 6th Floor, G.K.-I, New Delhi-110048.

Or

ii) Fee Amount can be deposited in TCIL’s Bank Account No. 000705038247 in ICICI Bank, Connaught Place Branch, IFSC Code: ICIC0000007 by electronic transfer and Transaction Details to be emailed to ets_support@tcil-india.com

2.16.5 On-Line Submission

The On Line Submission will have the following activities:

i) Submission of digitally signed copy of Tender Documents/ Addendum
ii) Submission of Acceptance/Rejection of General Terms & Conditions
iii) Submission of Acceptance/Rejection of Special Terms & Conditions
iv) Submission of particulars of EMD
v) Submission of Technical Part as under:
- Submission of Electronic Form (Mandatory)
- Submission of Main Bid (Mandatory)
- Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

a) Duly filled in Bid Submission Form as per Section 6 Annexure-I
b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
c) Scanned copy of Documentary Evidence of Eligibility Criteria
d) Technical Offer
e) Data Sheet
f) Product Brochure
g) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

vi) Submission of **Financial Part** as under:

- Submission of Electronic Form (Mandatory)
- Submission of Main Bid (Mandatory)
- Submission of Bid Annexure (Optional) Financial Part must contain the financial bid.

The entire bid-submission as above would be online on ETS.

### 2.16.6 Offline Submissions:

The bidder is required to submit the following document offline (physically) to the Tender Box placed at Room No 511 office of Chief Project Director (ASI), TCIL, TCIL Bhavan, Grater Kailash-I, New Delhi-110048 on before due date & time of submission in a Sealed Envelope and in case of any delay in offline submission TCIL will not be responsible. The envelope shall bear the Complete Tender NIT No., Name of Tender, Complete Tender NIT No., Date of Opening/ Time, Complete Offline address, ‘DO NOT OPEN BEFORE’ (due date & time):

i) EMD/Bid Security (Original) in the form of Demand Draft/ Pay order/ FDR/ CDR/ BG in prescribed format.
ii) Tender Fee by Demand Draft in favour of “Telecommunications Consultants India Limited” payable at New Delhi.
iii) Integrity pact duly stamped & signed complete including details & signature of the witness’s.
iv) Pass phrase for opening of technical bid.
v) Tender fee and EMD amount exempted for NSIC/MSME units subjected to submission of valid NSIC / MSME certificate.

If bidder fails to submit its documents, as required offline, as mentioned, his bid is liable to be rejected summarily.

### 2.16.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a
multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider, provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass-Phrase during the TOE of Financial Part, his/her bid shall be rejected and 25% EMD shall be forfeited as penalty for non-providing the same.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

2.16.8 Online Public Tender Opening Event (TOE)

ETS offers a unique facility for ‘Online Public Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure ‘Online Public Tender Opening Event (TOE)’ has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Online Public Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by TCIL for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A
detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

2.16.9 Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (https://www.tcil-india-electronicitender.com), and go to the User-Guidance Center The help information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
ii) Register your organization on ETS well in advance of tender submission deadline on ETS
iii) Get your organization’s concerned executives trained on ETS well in advance of tender submission deadline on ETS
iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

2.16.10 Minimum Requirements at Bidders end

2.16.11 Bidders Training Program

One day training (10:00 hrs. to 17:00 hrs.) is arranged on payment basis which is scheduled on ............ at TCIL Bhawan, Greater Kailash-I, New Delhi-110048. Training is optional. Bidders opting for Training shall have to pay Rs. 2,500 + GST as applicable by Demand Draft in favour of “Telecommunications Consultants India Limited” payable at New Delhi
and are required to carry a Laptop with device for Wireless Connectivity to Internet as TCIL will not provide Internet connectivity to the trainees. Bidders are required to inform number of participants from their organization latest by ............... at 17:00 hrs to the email-id of e-Tendering Helpdesk mentioned in the Contact Information given in Section 1.

2.17 ONE BID PER BIDDER

Each bidder shall submit only one bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture/Consortium or a Public Ltd/ Private Ltd. company. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.

2.18 SITE VISIT

2.18.1 The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings, go through the plans/ drawings/ details connected to the work, if/ as available and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.

2.18.2 It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

2.18.3 It shall be deemed that the bidder has got himself acquainted with the conditions and geological details available for the proposed work site.

2.19 LANGUAGE OF BID

All documents relating to the bid shall be in the ENGLISH language.

2.20 SIGNING OF THE BID

2.20.1 Each page of the bid document shall be signed by the bidder or a person duly authorized by him. The letter of authorization in the form of power of attorney shall be attached to the bid.

2.20.2 The bid shall not have any overwriting. In case of mistake, the matter is to be re-written afresh after cutting the earlier one and it should be signed by the bidder.

2.21 LATE BIDS

Bidders are advised in their own interest to ensure that bids may be uploaded/ submitted well before the closing date and time. Any bid received after deadline for
bid submission, will be rejected and will not be considered.

2.22 MODIFICATION AND WITHDRAWAL
OF BIDS

2.22.1 Bid withdrawal/ modification shall not be allowed after end date and time of
bid submission.

2.22.2 Withdrawal of a bid between the deadline for submission of bids and the
expiration of the period of bid validity specified in the tender or as extended,
may result in the forfeiture of the bid security. No bid may be modified after
the deadline for submission of bids.

2.23 EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT
ANY OR ALL BIDS

The Employer does not bind himself to accept lowest or any other tender/ bid and has the right to cancel the bidding process and reject all bids at any
time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected
bidder on the grounds for the Employer’s action.

2.24 STANDADS

The work done under the contract shall conform to the standard mentioned in the
Technical Specifications of the tender document.

2.25 SUB – LETTING

The contractor cannot assign or transfer and sub-contract its interest/obligations
under the contract. Sub-letting is not allowed under any circumstances.

2.26 INTEGRITY PACT PROGRAMME

2.26.1 As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all
tenders with the estimate value equal to or exceeding the threshold value
will be covered under the Integrity Pact Programme (IPP) and the vendors
are required to sign the IP document and submit the same to TCIL before or
along with the bids. The present threshold value is Rs. 1 Crore.

2.26.2 Even in case of tenders with the estimated value less than the threshold
value, the vendors would be required to sign the IP document if the
total value of the Purchase Orders (POs) exceeds the threshold value in
respect of: Multiple/repeat POs on the single vendors against a tender
PO’s placed on multiple vendors against a tender.

2.26.3 Only those vendors who have purchased the tender document and signed the
IP document can send their grievances, if any, to the Independent External
Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer
(CVO), TCIL in the prescribed proforma.
NAME OF IEMS WITH THEIR CONTACT DETAILS:

i) Shri. N.P. Gupta, Independent External Monitor  
   E-mail ID: enpeeg33@hotmail.com

ii) Sh. Samir Kumar Singh, Independent External Monitor  
    Email ID: samir_k_singh@yahoo.com

NAME & CONTACT DETAILS OF NODAL OFFICER (IP) IN TCIL:

Ms. Hardeep, Chief Vigilance Officer  
E-mail ID: hardeep@tcil-india.com

2.26.4 If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

2.26.5 In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL, getting the order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

2.26.6 IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initiated by both parties along with company seal.

1.26.7 Tender received without signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.

2.27 ADVICE TO BIDDERS FOR AVOIDING REJECTION OF THEIR OFFERS

The Employer has to finalize its purchase/contract within a limited time schedule. Therefore, it may not be feasible for the bidder to seek clarifications for a long time in respect of incomplete offers. The bidders are advised to ensure that their bids are complete in all respects and conform to the terms, conditions and bid evaluation criteria of the tender. Bidders not complying with tender requirements may cause rejection of their bids.

2.28 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/ certificate/ information submitted by them against the tender. In case at any stage of tendering process or Contract/ PO execution etc., if it is established that bidder has submitted forged documents/ certificates/information towards fulfillment of any of the tender/ contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit bid security submitted by the bidder.

-END OF SECTION – 2-
SECTION - 3

Tender No.: TCIL/CIVIL/CPD/ASI/2017/71

March 1, 2018

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/Client” shall be the Archaeological Survey of India, Ministry of Culture, Government of India.

(b) “Employer/PMC/Construction Agency (CA)/ Executing Agency (EA)” shall mean Telecommunications Consultants India Limited i.e. TCIL.

(c) “Chief Project Director/ Project Director/ Engineer-in-charge/ Engineer shall mean the officer appointed by Employer for the purpose.

(d) “Contractor/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 Contractor.

(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 Contractor 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 contractor 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 Contractor’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 Contractor 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 Project Directors and Project Director’s Representative

3.6.1 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.

3.6.2 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 3.6.3.

3.6.3 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 Contractor.

Any communication given by Project Director’s Representative to the Contractor 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 Contractor 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.

3.6.4 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
Contractor the names and duties of such persons. Such assistants shall have no
authority to issue any instructions to the Contractor 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.

3.6.5 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 Contractor 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
Contractor, 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
3.6.4

3.6.6 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 Contractor,
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 3.6.

3.7 CONTRACT DOCUMENTS

3.7.1 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.

3.7.2 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 Contractor 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

3.7.3 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Project Director, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purpose of the Contract, the Drawings, Specifications and other documents provided by the Employer or the Project Director shall not, without the consent of the Project Director, be used or communicated to a third party by the Contractor. Upon issue of Defects Liability Completion Certificate, the Contractor shall return to the Project Director all Drawings, Specifications, and other documents provided under the Contract.

One copy of the specifications provided to the Contractor shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Project Director and any other person authorized by the Project Director in writing.
3.7.4 Disruption of Progress

The Contractor shall give notice to the Project Director, whenever 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 Contractor in accordance with this Sub-Clause, the Contractor suffers delay, then the Project Director shall, determine any extension of time to which the Contractor is entitled.

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

3.7.5 Supplementary Instructions

The Project Director shall have the authority to issue to the Contractor, 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 Contractor shall carry out and be bound by the same.

3.8 GENERAL OBLIGATIONS

3.8.1 Contractor's General Responsibilities

The Contractor 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 Contractor shall provide all superintendence, labor, 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 Contractor 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 Contractor shall take the full responsibility for the adequacy, stability and safety of all Site operations and methods of survey, provided that the Contractor 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 Contractor. Where the Contract expressly provides that part of the Works shall be designed by the Contractor, he shall be fully responsible for that part of Works, notwithstanding any approval by the Owner / Project Director.
In the event the Contractor 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 Contractor.

3.8.2 Contract Agreement

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

3.8.3 Inspection of Site

The Contractor 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 remediying 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.

3.8.4 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of the rates and prices stated in the Bill of Quantities, 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 remediying of any defects therein.

The rate quoted against each item of work shall be for the complete finished item of work and shall be inclusive of all other taxes, duties, levies and all costs and expenses which may be required in and for performance and full protection of the work as describe together with all general risks/ liabilities and obligations set forth or implied in the documents on which the tender is based except GST which shall be paid extra to the agency on submission of documentary proof of deposition.

The rates quoted against each item in the Schedule of Quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the Works and the Contractor is not entitled to make any extra claim on this account.
3.8.5 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor 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 Contractor 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 Contractor shall take instructions only from the Project Director, or from the Project Director’s representative.

3.8.6 Program to be submitted

A) Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

B) The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipments being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.

C) An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

D) The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment. Certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

E) The Engineers approval of the Program shall not alter the Contractors obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

F) The Contractor shall submit to the Engineer Weekly / monthly progress report in prescribed format.

3.8.7 Project Director at Liberty to Object

The Project Director shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor 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.
3.8.8 Setting Out

The Contractor shall be responsible for;

(a) the accurate setting - out of the Works in relation to original points, lines and levels of reference given by the Project Director in writing,
(b) the correctness of the position, levels, dimensions and alignment of all parts of the Works, and
(c) the provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities.

If, at any time during the performance of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, 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 Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench – marks, sight - rails, pegs and other things used in setting – out of the Works.

3.8.9 Safety, Security and Protection of the Environment

The Contractor 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 at his own cost all lights, guards, fencing, warning signs and watching, 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 Contractor on above accounts, the consequences of the same shall be borne by the Contractor. Alternatively, the Project Director may take reasonable steps to comply with the above at the risk and cost of the Contractor.
3.8.10 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 Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks as defined, the Contractor shall at his own cost, rectify such loss or damage so that the Works conform in every respect with the provision of the Contract to the satisfaction of the Project Director. The Contractor 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.

3.8.11 Force Majeure:

The Contractor shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The Executing Agency shall notify ‘Employer’ in writing within 72 hours from the date of such occurrence not exceeding 03 months. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the Contractor during the period of force majeure shall be reimbursed by the Employer. In case of closure of work due to the force majeure, any liabilities towards contractor and/or expenditure of the Executing Agency shall be payable by the Employer.

Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the contractor shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

Contractor Agency shall not be held responsible for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Employer on this account. The Executing Agency shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by the Executing Agency to The Employer.

3.8.12 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 Contractor 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 Contractor after getting approval of the Employee.

3.8.13 Patent Rights

The Contractor 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 Contractor’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.

3.8.14 Contractor to Keep Site Clear

During the performance of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any Contractor’s equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required.

3.8.15 Clearance of Site on Completion

Before the issue of any Taking - Over Certificate, the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor’s equipment, surplus material, rubbish and temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Owner/ Project Director, provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor’s Equipment, and temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

3.8.16 Labour

The Contractor shall make his own arrangements for the engagement of all labor, local or other.

The Contractor shall, if required by the Project Director, deliver to the Project Director’s representative, or at his office, a return in detail in such form and at such intervals as the Project Director may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional Plant as the Project Director’s Representative may require.

The Contractor shall file all labour returns in detail to the respective authorities /
statutory bodies as prescribed under law applicable at the work Site and inform the Employer/ Project Director with copies of such returns directly filed.

The Contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by-laws of State or Central Government or local authority, and any other labour law (including rules), regulations, by-laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given hereafter. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of the contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications in the amendments/ by- laws/ acts/ rules/ regulations/ including amendments, if any, on the part of the Contractor, the Project Director/ Employer shall have the right to deduct any amount due to the Contractor. The Employer/ Project Director shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered/likely to be suffered by the Employer.

The employees of the Contractor and the Sub - Contractors in no case shall be treated as the Employees of the Employer at any point of time.

Salient features of some of the major labour laws applicable to establishments engaged in building and other construction Works are as given below: The bidder/contractor will be required to comply with these laws as for their work force /establishments. For these acts, as mentioned below, agency will also act as employer, wherever applicable, in accordance to these laws/acts.

(a) Workmen Compensation Act, 1923
The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act, 1972
Gratuity is payable to the employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P. F. and Miscellaneous Provision Act, 1952
The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
i) Pension or family pension on retirement or death as the case may be.
ii) Deposit linked insurance on the death in harness of the worker.
iii) Payment of P. F. accumulation on retirement /death etc.

(d) Maternity Benefit Act, 1951

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act, 1970

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take certificate of registration and the Contractor is required to take a license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if the employer employs 20 or more contract labour.

(f) Minimum Wages Act, 1948

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads and Runways are scheduled employments.

(g) Payment of Wages Act, 1936

It lays down as to by what date the wages are to be paid, when it will be paid, and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act, 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act, 1965

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payment of annual bonus subject to a minimum of 8.33% of the wages and maximum of 20% of wages to employees Drawing Rs 3500/- P.M. or less. The Bonus to be paid to employees getting Rs 2500/- P.M. or above upto Rs. 3500/- P.M. shall be worked out by taking wages as Rs 2500/- per month only. The Act does not apply to certain establishments. The newly setup establishments are exempt for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

(j) Industrial Disputes Act, 1947

The Act lays down the machinery and procedure for resolution of industrial
disputes, in what situations a strike or lock out becomes illegal and what are
the requirements for laying off or retrenching the Employees or closing down
the establishment.

(k) Industrial Employment (Standing Orders) Act, 1946

It is applicable to all establishments employing 100 or more workmen
(employment size reduced by some of the States and Central Government to
50). The Act provides for laying down rules governing the conditions of
employment by the Employer on matters provided in the Act and get the
same certified by the designated Authority.

(l) Trade Unions Act, 1926

The Act lays down the procedure for registration of trade unions of workmen
and Employers. The trade unions registered under the Act have been given
certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act, 1986

The Act prohibits employment of children below 14 years of age in certain
occupations and processes and provides for regulation of employment of
children in all other occupations and processes. Employment of Child
Labour is prohibited in Building and Construction Industry.

(n) Inter - State Migrant Workmen's (Regulation of Employment & Conditions

of Service) Act, 1979

The Act is applicable to an establishment which employs 5 or more inter
-state migrant workmen through an intermediary (who has recruited
workmen in one state for employment in the establishment in another state).
The inter - state migrant workmen, in an establishment to which this act
becomes applicable, are required to be provided certain facilities such as
housing, medical aid, traveling expenses from home upto the establishment
and back, etc.

(o) The Building and Other Construction Workers (Regulation of Employment

and Conditions of Service) Act 1996 and the Cess Act, 1996

All the establishments who carry on any building or other construction work
and employs 10 or more workers are covered under this Act. All such
establishments are required to pay cess at rate not exceeding 2% of the cost
of construction as may be notified by the Government. The Employer of the
establishment is required to provide safety measures at the building or
construction work and other welfare measures, such as Canteens, First
- aid facilities, Ambulance, Housing accommodation for workers etc. The
employer to whom the Act applies has to obtain a registration certificate
from the Registering officer appointed by the Government. However the Contractor shall follow various acts with latest amendments.
3.9 Details to be Confidential

The Contractor 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.

3.10 Drawings and Photographs of the Works

The Contractor shall not disclose details of Drawings furnished to him and Works on which he is engaged without the prior approval of the Project Director in writing. No photographs of the Works or any part thereof or Plant employed thereon shall be taken or permitted by the Contractor 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.

3.11 The Apprentices Act, 1961

The Contractor 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.

3.12 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 all Workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

3.13 SUSPENSION OF WORK

3.13.1 Suspension of Work

The Contractor 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 Contractor 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.

3.13.2 Project Director’s Determination Following Suspension

Where, pursuant to Clause 3.13.1, the Project Director shall, after due consultation with the owner and the Contractor, determine any extension of time to which the Contractor is entitled under Sub – Clause 3.14.4.

3.14 COMMENCEMENT AND DELAYS

3.14.1 Commencement of Works

The Contractor 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 Contractor’s control.

3.14.2 Possession of Site

The project Director will give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the Contractor 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 Contractor possession of such further portions of the Site as may be required to enable the Contractor 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 Contractor 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 Contractor grant an extension of time for the completion of the Works after taking due approval from the Employer.

3.14.3 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.

3.14.4 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 Contractor or for which he is responsible,

being such as fairly to entitle the Contractor 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 Contractor 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 Contractor 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 contractor may be given provisional time of extension till the time extension case is finally approved.

3.14.5 Penalty for Delay

In case, completion of work is delayed due to reasons solely attributable to the Contractor/agencies engaged for the project, liquidated damages @ 0.375% (Zero point three seven five percent) on awarded value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value shall be imposed.

The Engineer-in-charge may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his obligations and liabilities under the Contract. Any penalty imposed by the owner due to fault of contractor shall also be recoverable from the contractor.

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.

3.15 DEFECTS LIABILITY

3.15.1 Defects Liability Period

The defect liability period of the work shall be 12 months after completion of work or taking over the completed works whole or in parts (as the case may be),
whichever is earlier. During the entire Defects Liability Period, the Contractor is required to maintain the minimum work force to be determined by the Project Director. Contractor shall be responsible for satisfactory rectification of all notified defects.

If contractor fails to rectify the defects within 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 contractor.

3.15.2 Contractor's Failure to Carry Out Instructions

In case of default on the part of the Contractor 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 Contractor 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 Contractor, be determined by the Project Director and shall be recoverable from the Contractor by the Project Director, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Project Director shall notify the Contractor accordingly, with a copy to the Employer.

3.16 CONTRACTOR TO SEARCH

If any defects, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Project Director may instruct the Contractor, to search under the directions of the Project Director for the cause thereof. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of referenced clause.

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 specifications, Drawings, designs 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/to add extra work if advised by the Owner or found necessary for completion of the project and the Contractor 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 Contractor 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.

(c) Oral orders of the Engineer for variations, unless followed by written confirmation, shall not be taken into account.

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 Contractor, in the proportion, which the additional cost of the altered, additional or substituted work, bears to the original tendered value.

The Employer reserves the right to place add-on/repeat order for additional quantity up to 100% of the original quantity at the same rate and terms & conditions of the purchase/work order within six months from the date of issue of purchase/works order. No revision of rates is admissible due to decrease or increase in quantities.

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 Contractor 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 Contractor 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 Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor 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 CPWD DSR for Civil works and Latest Schedule of Rates (Part-I Internal) & Schedule of Rates (Part-II External) for Electrical works basic rate plus enhancement/ market rate whichever is lower. The enhancement shall be worked out on the basis of wholesale price index. 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 Contractor. Any additional/ substituted item if is available in the 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: Rates are fixed during the contract period. No escalation in rates shall be admissible in any case during the validity of contract. No claim in this regard shall be entertained what so ever.

3.18 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 and/or Level Field book so that a complete record is obtained of all Works performed under the Contract.

All measurements and levels shall be taken by the Project Director or his authorized representative along with Contractor from time to time during the progress of the work and such measurements shall be signed and dated by the Project Director and countersigned by the Contractor or their representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason, the Contractor or his representative is not available and the work of recording measurements is suspended by the Project Director of his representative, the Project Director shall not entertain any claim from the Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Project Director or his representative shall be deemed to be accepted by the Contractor.

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

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.

The Contractor shall give not less than seven days notice to the Project Director or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Project Director or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Project Director’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was performed.

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. In case of any dispute, decision of Engineer-in-charge shall be final.

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 or material to which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

The contractor shall periodically submit running account (RA) bills in the prescribe Performa for the work done, provided if it is not less than 10% of administrative approval amount or Rs. 5.00 lakhs whichever is less. The bills not submitted on the prescribed format may not be considered for payment by the owner.

3.19 Failure to Comply with Project Director’s Decision

Where neither the Employer nor the Contractor 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.
3.20 NOTICES

3.20.1 Notice to Contractor

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

3.20.2 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.

3.20.3 Change of Address

Both parties 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.

3.21 CHANGES IN COST AND LEGISLATION

3.21.1 Subsequent Legislation

If during the concurrency of the contract there occur changes to any National or State Statue, 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 Statue, Ordinance, Decree, Law, regulation or bye-law which causes reduced cost to the Contractor, 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 Contractor accordingly, with a copy to the Employer.

3.21.2 Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor 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.

3.21.3 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor’s part of this Agreement, the Contractor 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 workers.

The Contractor shall provide in the labour colony all amenities such as
electricity, water and other sanitary and health arrangements. The Contractor
shall also provide necessary surface transportation to the place of work and back
to the colony for their personnel accommodated in the labour colony.

3.22 ARBITRATION

All disputes or differences whatsoever arising among the parties under and/or in
connection with and/or in respect of this tender shall be referred to and decided
by a sole arbitrator, who shall be appointed by the CMD, TCIL. The arbitration
shall be conducted in accordance with Arbitration and Conciliation Act of 1996
and the venue of the arbitration shall be in New Delhi.
The proceedings of arbitration shall be in English language:

In case any Contractor wants to take the dispute to a court of law after arbitration
award as aforesaid, it is clearly understood that only courts in Delhi shall have
the Jurisdiction.

In case of Public Sector Undertaking/Government Departments:

In the event of any dispute or difference relating to the interpretation and
application of the provisions of the contracts with any Public Sector Undertaking
/ Government Department, such dispute or difference shall be referred by either
party for Arbitration to the sole Arbitrator in the Department of Public
Enterprises to be nominated by the Secretary to the Government of India in-
charge of the Department of Public Enterprises. The Arbitration and Conciliation
Act, 1996 shall not be applicable to arbitration under this clause. The award of
the Arbitrator shall be binding upon the parties to the dispute, provided, however,
any party aggrieved by such award may make a further reference for setting aside
or revision of the award to the Law Secretary, Department of Legal Affairs,
Ministry of Law & Justice, Government of India. Upon such reference, the
dispute shall be decided by the Law Secretary or the Special Secretary /
Additional Secretary, when so authorized by the Law Secretary, whose decision
shall bind the Parties finally and conclusively. The Parties to the dispute will
share equally the cost of arbitration as intimated by the Arbitrator

3.23 SAFETY CODE

3.23.1 General

Contractor shall adhere to the safe construction practice and guard against
hazardous and unsafe working conditions and shall comply with Employer’s
safety rules as set forth herein.
3.23.2 **Safety Regulations**

(a) In respect of all labour, directly or indirectly employed in the work for the performance of Contractor’s part of this Agreement, the Contractor 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 as applicable.

(b) The Contractor shall observe and abide by all fire and safety regulations.

3.23.3 **First Aid**

(a) Contractor shall maintain adequate First Aid facilities for its employees and labour. Suitable medical assistance should be available throughout the tendency of the Contract.

(b) Contractor 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 Contractor’s field office.

(c) All critical industrial injuries shall be reported promptly to the Employer, and a copy of the Contractor’s report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

3.23.4 **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 Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

3.23.5 **Preservation of Peace**

The Contractor 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 Contractor and if paid by the Employer shall be recoverable form the Contractor.

3.24. **Contractor’s All Risk policy**

The contractor is required to take CAR (Contractor’s all risk policy) and other required Insurance policy to cover all anticipated risks for the said work under the tender/contract at its own expenses and nothing extra shall be payable to contractor for such policies. The contractor is required to submit original CAR policy with in 15 days from the award of work; failing which, TCIL will take procure such policy at the risk and cost of contractor and cost of such policy plus applicable TCIL charges, as decided by competent
authority of TCIL shall be attributable to contractor.

3.25 Settlement of claims for compensation on accidents of casual and contractual workers

In case of any accident occurred during the course of construction to casual and contractual employees of contractor which leads to death, permanent disability, injury to such employees, any compensation paid to these suffered workers by TCIL shall be recovered from the contractor. The compensation shall be given in accordance to the guidelines for settlement of claims for compensation on accidents applicable to the department of Telecommunications and public sector undertakings under its administrative control. In no case, a claim for appointment of any of the dependent on the compensate grounds would be entertained by TCIL.

The contractor is advised to go through the guidelines for settlement of claims for compensation on accidents applicable to the department of Telecommunications and public sector undertakings under its administrative control and a set of guidelines can also be obtained from the office of tender issuing authority of TCIL for this work.

3.26 PRICE BASIS

3.26.1 Price indicated in the schedule shall be for site of works as mentioned in the tender document.

3.26.2 Price quoted should be in Indian rupees, inclusive of all costs and charges as applicable except GST, required for proper completion of works. Contractor will submit required tax invoice, as applicable. Only GST as applicable shall be paid extra. The contractor shall give the total price in Indian Rupees as per the VOLUME – II, Financial Bid.

The offer shall be firm in Indian Rupees and detailed pricing should also be given as per the price schedule given in the VOLUME – II, Financial Bid, Price is to be quoted for the complete works.

3.26.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.26.4 Price shall be inclusive of all costs, charges, duties & levies etc as applicable but exclusive of GST and shall remain firm during the currency of project. Only GST as applicable shall be paid extra.

3.26.5 Any reduction in taxes has to be passed on to the Employer.

3.26.6 The contractor shall submit its cost as per financial bid format.

3.26.7 Evaluation of bid will be made based on total price inclusive of taxes, stated in the tender.
3.27 GENERAL LIEN

Whenever under this contract, any sum of money is recoverable from and payable by the contractor, the Employer shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor, if a security is taken from the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the contractor, shall pay to the Employer on demand the remaining balance due.

3.28 GST & PF REGISTRATION

3.28.1 The bidder must have valid GST registration in the state where work is to be executed. In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.

3.28.2 Proof of PF registration also is to be submitted on or before signing of Agreement.

3.29 DISCIPLINE

The contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. The contractor shall maintain strict discipline and good contract among its employees and its labor, and shall abide by and conform to all rules and regulations.

3.30 SAFETY AND LABOUR LAWS

3.30.1 The contractor shall be registered in Labour Department and other concerned department as required to carry out such works. The contractor shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies shall be applicable in the performance of this contract and the contractor shall abide by these laws. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.

3.30.2 In case of accident arising out of and in the course of this contract, the Employer/client will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever.

3.31 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of
the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from. Any dispute, in relation to the contract, shall be submitted to the appropriate court of the Republic of India for determination. The parties to the contract shall continue to fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the court.
Appendix- 1 to General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO
ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER
CONSTRUCTION WORK.

a) Workmen Compensation Act 1923: - The Act provides for compensation in case
   of injury by accident arising out of and during the course of employment

b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act
   satisfaction of certain conditions on separation if an employee has completed the
   prescribed minimum years (say, Three Years) of service or more or on death the
   rate of prescribed minimum on 'days' (say, 15 days) wages for every completed
   year of service. The Act is applicable to all establishments employing the
   prescribed minimum number (say, 10) or more employees

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for
   monthly contributions by the Employer plus workers at the rate prescribed (say,
   10% or 8.33%). The benefits payable under the Act are:

   i. Pension or family pension on retirement or death as the case may be.
   ii. Deposit linked insurance on the death in harness of the -worker.
   iii. Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: - The Act provides for leave and some other
   benefits to women Employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for
   certain welfare measures to be provided by the Contractor to contract labour
   and in case the Contractor fails to provide, the same are required to be
   provided, by the Principal Employer by Law. The principal Employer is
   required to take Certificate of Registration and the Contractor is required to take
   license from the designated Officer. The Act is applicable to the establishments
   or Contractor of Principal Employer if they employ prescribed minimum (say
   20) or more contract labour.

f) Minimum Wages Act 1948: - The Employer is to pay not less than, the
   Minimum Wages fixed by appropriate Government as per provisions of the Act
   if the employment is a scheduled employment. Construction of buildings,
   building, and runways are scheduled employment.

g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to
   be paid, when it will be paid and what deductions can be made from the wages
   of the workers.

h) Equal Remuneration Act 1979: - The Act provides for payment of equal
wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more Workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for Three Years in certain circumstances. States may have different number of employment size.

j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.

l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry

n) Interstate Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Traveling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act All such establishments are required to pay Cess at the rate not
exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom, the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.
**Appendix 2 to General Condition of Contract**

These conditions vary and add to the Conditions of Contract set out in General and Special Conditions of contracts including appendixes:

1. (a) For Execution work at site, no machinery should be used until the site is assessed by the circle office for any archeological remains. The necessary permission in this regard should be obtained from circle office of ASI. Please note that if any penalty/levies be imposed by owner due to non compliance of this instruction, contractor shall be liable to pay such amount on actual basis plus applicable penalty, as also imposed by competent authority of TCIL.

(b) The use of privately owned or privately hired machinery on contractor work can only be permitted after approval of Engineer-in – charge CPD (ASI) TCIL. Only those private machineries either owned or privately hired will be used on works which have been approved by the Engineer-in – charge. For this purpose i.e. machineries will be registered and approved for particular use by the Engineer-in – charge.

(c) Each private machinery will have an authorized log book issued by the concerned Project Director along with issue certificate of machinery by the Engineer-in – charge.

(d) The maintenance and upkeep of hire machinery and tools and plants shall be responsibility of the contractor.

(e) The Engineer-in – charge or his representative is empowered to check all privately hired/owned machinery & report direct to this office if any under specifications machinery is being used by the contractor.

2. The contractor shall follow the contract labour (regulation) Act and rules.

3. The Government shall have right to cause an audit and the technical examination of the work and the final bills of the contractor including all supporting vouchers abstract etc. to made available within Three Years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contractor any work claimed by him under the contractor and found not to be have executed the contractor shall be liable to refund the amount of over payment. Besides, it shall be lawful for the department to recover the sum from him in the manner prescribed legally permissible and if is found that the contractor, in respect of any work executed by him has not been paid the amount of such under payment shall be duly by Government to the contractor.

4. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instructions issued by the Engineer -in- Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
5. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.

6. The contractor shall arrange his own land for the erection plants, storage and parking of Machineries stacking of material etc.

7. It shall be responsibility of the contractor himself to procure earth required for construction of project at his cost.

8. The work should be got executed with the equipments, as per C.P.W.D. specifications. Wherein the details of the type of equipments are given for various specifications and or policy circulars on the subject issued from time to time.

   a. Action should be taken in respect. Of every work and every item of work inspected, wherein and observation is made.
   b. The work or the item of work which has been reported as 'Poor' should be got re-done whereas the work or item of work which has been reported as 'Average' should be rectified
   c. In case of works under progress all works should be of a quality which should be graded as 'Good' and in case of completed works all works should be of quality which should be graded as 'Very Good'
   d. As per the Revised Guidelines, The works in progress which has been graded as 'Poor' or will be re - inspected to see that the necessary rectified has been carried out. Action will be taken to black list the Contractor in respect of works found 'Poor' or 'Average' on completion Action for making the work as 'Very Good' shall also be taken in respect of works classified only as 'Good' on completion.
   e. Decision given by Engineer will be binding on contractor.

10. The Contractor will procure cement required for the execution of work from authorized plant at his level and furnish the cement testing certificate from Government agency/Regional Laboratory/Engineering College.

11. Testing of cement shall be done as per norms, for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by the contractor.

12. The contractor will establish a field testing laboratory at the site of work & will provide all the equipment to the field staff required for various quality control tests. He will also ensure that the quality control tests as conducted are conducted and entered in the register as per the norms fixed by CPWD/Quality Control Manual.

13. Contractor will provide suitable space for site office & transit camp facilities for TCIL staff with necessary electricity, water & security arrangements without any additional cost as per directions of Engineer-in-charge.

- END OF SECTION  3 -
SECTION – 4

Tender No.: TCIL/CIVIL/CPD/ASI/2017/71 March 1, 2018

SPECIAL CONDITIONS OF CONTRACT

4.1 SOURCE OF FUNDS

Archaeological Survey of India, Ministry of Culture, Government of India through funds arranged by them. The project/ referred work will be executed by TCIL as Executing agency appointed by ASI 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. The date of start of work to be reckoned from the 7th day from the date of issue of Letter of Acceptance (LOA) to start the work. The Works are to be performed within a period of four (04) months after considering the mobilization period to proceed with the works.

4.3 DELETED.

4.4 PERFORMANCE SECURITY

Contractor is required to submit the performance security amount equivalent to 5% of the contract value at the time of signing the agreement and a security deposit amount shall be collected by deductions from the running bills of the contractor @ 5% of the amount of such running bills limiting the value of total security amount (Performance security plus security deposit) as 10% of the contract value or the value of work done, whichever is higher. Contractor will be required to submit Performance security amount in the form of demand draft/CDR/FDR duly pledged to TCIL or Bank guarantee in prescribed format before the signing of agreement.

The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

PBG should be valid up till the expiry of defect liability period for the said work. Failure of the successful bidder to submit the above mentioned Performance Security or sign the Contract Agreement or in case of bidders’ failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the bid security.

Additionally, the Employer reserves the right to debar such defaulting bidder from participating in future bids for a minimum period of 12 (twelve)
months.

The earnest money deposit at the time of tender submission can be adjusted against security deposit on the request of the contractor.

4.5 RELEASE OF PERFORMANCE AND SECURITY DEPOSIT

Performance Security fully or partially shall be refunded as the case may be to the contractor soon after the completion of the work and handover the same to client as a whole or in part (in case of multiple site under one contract). The security amount shall be released after defect liability period of one year from successful handing over the works to the client as a whole or part (in case of multiple site). Contractor shall be bound to rectify any defects in their performed Works during a defect liability period. In case the Contractor fails to remedy the defects to the full satisfaction of the Project Director/ Employer, the Employer shall be at liberty to forfeit the available Security amount and get the defects remedied at the risk and cost of the Contractor.

The contractor may be asked to handover the project site wise if the project has more than one site in that case performance and security deposit of the handed over site shall be released after successful handover of the completed site and successful completion of defect liability period of the handed over site.

The amount of applicable performance security deposit to be released against the handed over site shall be equal to the corresponding percentage amount of work of the project handed over to client.

4.6 MOBILISATION OF RESOURCES

The contractor shall provide all labour, machinery, equipments/ machineries, tools & plants and any other equipment to carry out the work in workman like manner and complete the same. No expenses for mobilization and de-mobilization at the completion of work in all respects shall be paid and are deemed to be included in the rates quoted.

It shall be Contractor's responsibility to get the approvals sanctioned prior to performance from TCIL/local authority for any modification/revision. Nothing extra shall be paid for getting them sanctioned and for carrying out the same.

10% interest free advance of the awarded cost, at the time of award of work shall be given to working contractors in two installments on submission of BG in prescribed format for value equivalent to 1.1 times of such advance. The recovery of this advance from the contractor shall be made from each running bill after 2’ running account bill till the completion of works.
4.7 SITE MEETING

Weekly Site meeting, to be attended by representatives of the Project Director and Contractor shall be held every Wednesday for progress monitoring and other issues. In the event of Wednesday being a holiday, the meeting will be held on the next working day.

4.8 LIST OF DOCUMENTS TO BE MAINTAINED AT SITE BY THE CONTRACTOR

(i) Daily Works Register
(ii) Level Book
(iii) Measurement Book
(iv) Site Instruction Book
(v) BOQ with approved drawings
(vi) Any other documents required by Project Directors to check progress of work etc. shall be maintained by Contractor at Site.

4.9 PART RATE PAYMENT

Payment for items of work, which is partly completed, shall be allowed at part rates derived from the Contract rates. Payment for altered, additional or substituted items of work ordered shall be allowed at provisional rates as may be fixed by the Employer till the rates are finally approved by the owner, if applicable.

4.10 INTERIM PAYMENT

All interim payments shall be treated as payments by way of advances against final payments and not as payments for the work done or be considered as an admission of the due performance of the Contract.

4.11 TCIL is acting as Employer on behalf of the owner. The funds for this work be provided by owner and the payments to the contractor shall be on back to back basis i.e. payments towards the running and final bills shall be paid to the contractor by TCIL only after the receipt of the same from the owner.

4.12 APPLICATION OF RISK AND COST CLAUSES:

The contractor 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 and maintenance period, wherever applicable. The contractor 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 contractor, 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 contractor. Employer is also authorized to withdraw partial and full
works from contractor in case of non performance by the contractor. Employer shall have powers to recover all such amount from the contractor from any amount of contractor available with the employer or through legal means.

4.13 CO-OPERATION WITH OTHER WORKING CONTRACTORS

4.13.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

4.13.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

4.14 PERSONNEL

4.14.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

4.14.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

4.14.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed Three Years after the date of retirement or has not obtained State Governments permission to employment with the Contractor.

4.15 Employees and Contractors Risks

4.15.1 The Employer carries the risks which this Contract states are Employees risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

4.16 Employers Risks

4.16.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employees country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot
commotion or disorder (unless restricted to the Contractors employees),
natural calamities and contamination from any nuclear fuel or nuclear waste
or radioactive toxic explosive, or (b) a cause due solely to the design of
the Works, other than the Contractor’s design.

4.17 Contractor’s Risks

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

4.18 Insurance

4.18.1 The Employer shall not be liable in respect of any damages or
compensation payable by law in respect or in consequence of any accident or
injury to any machine, workman or other person in the employment of the
contractor or any third person. The contractor shall indemnify and keep
indemnified the Employer against all such damages and compensation, save and
except as aforesaid. Contractor shall take Contractor’s all risk policy in
accordance with the requirement and shall pay all premium at its own.
Agency shall take other policy required for all Plant and Equipment / Work
Man compensation etc. at his cost for the following events which are due to the
contractor’s risk.

a) Loss of or damage to the Works, Plant and Materials;
b) Loss of or damage to Equipment;
c) Loss of or damage to property (except the Works, Plant,
   Materials, and Equipment) in connection with the Contract; and
d) Personal injury or death.
e) Any other risk except covered under clause 3.24.

4.19 Site Investigation Reports

4.19.1 The Contractor, in preparing the Bid, may rely on any Site
Investigation Reports referred to in the Contract Data, supplemented by any
other information available to him, before submitting the bid.

4.20 Queries about the Contract Data

4.20.1 The Engineer will clarify queries on the Contract Data.

4.21 Contractor to Construct the Works

4.21.1 The Contractor shall construct and install and maintain the Works
in accordance with the Specifications and Drawings.

4.21.2 The contractor shall construct the works with intermediate technology, i.e.
by manual means with medium input of machinery required to
ensure the quality of works as per specifications. The contractor shall deploy the equipment and machinery as given in Contract Data.

4.22 The Works to Be Completed by the Intended Completion Date

4.22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

4.23 Approval by the Project Director

4.23.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Director, who is to approve them.

4.23.2 The Contractor shall be responsible for design of Temporary Works.

4.23.3 The Engineer's approval shall not alter the Contractors responsibility for design of the Temporary Works.

4.23.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

4.23.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

4.24 Safety

4.24.1 The Contractor shall be responsible for the safety of all activities on the Site.

4.25 Possession of the Site

4.25.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction program. At the start of the work, the employer shall handover the possession of at-least 50 % of the site.

4.26 Access to the Site

4.26.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

a. The Project Director
b. The Employer
c. The Owner
4.27 Instructions

4.27.1 The Contractor shall carry out all instructions of the project director, which comply with the applicable laws where the Site is located.

4.28 Extension of the Intended Completion Date

4.28.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

4.28.2 The Engineer shall decide whether and by how much time to extend the intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

4.29 Delays Ordered by the Engineer:

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/ delays totaling more than 30 days will require prior written approval of the Employer.

4.30 Management Meetings

4.30.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

4.30.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

4.31 Identifying Defects

4.31.1 The Engineer shall check the Contractors work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractors responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

4.31.2 The contractor shall be solely responsible for:

a. Carrying out the mandatory tests prescribed in the Specifications, and
b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
4.31.3 If the Engineer instructs the Contractor to carry out a test not specified in
the Specification to check whether any work has a Defect and the test shows
that it does, the Contractor shall pay for the test and any samples.

4.32 Correction of Defects noticed during the Defect Liability Period of works
for one Year.

4.32.1 The Engineer shall give notice to the Contractor of any Defects before
the end of the Defects Liability Period, which begins at Completion and
handing over of the works and ends after one year. The Defects Liability
Period shall be extended for as long as Defects remain to be corrected.

4.32.2 Every time notice of Defect/Defects is given, the Contractor shall correct the
noticed Defect/Defects within the duration of time specified by the
Engineers notice.

4.32.3 The Contractor shall do the routine maintenance of works to the
required standards and in the manner as defined in the document and
keep the entire structure in Defect free condition during the entire
maintenance period which begins at Completion and handing over of the
works and ends after one Year.

4.32.4 The routine maintenance standards shall meet the standard minimum
requirements.

4.32.5 To fulfill the objectives laid down in sub clauses 4.33 & 4.34 above,
the Contractor shall undertake detailed inspection of the works at least once
in a month. The Engineer can reduce this frequency in case of
emergency. The Contractor shall forward to the Engineer the record
of inspection and rectification each month.

4.32.6 The Engineer may issue notice to the Contractor to carry out maintenance
of defects, -if any noticed in his inspection, or brought to his
notice. The
Contractor shall remove the defects within the period specified in the
notice and submit to the Engineer a compliance report.

4.33 Uncorrected Defects

4.33.1 If the Contractor has not corrected a Defect pertaining to the Defect
Liability Period under clause 4.32 and of these Conditions of
Contract, to the satisfaction of the Engineer, within the time specified in
the Engineer’s notice, the Engineer will assess the cost of having the Defect
corrected, and the Contractor will pay this amount, on correction of the
Defect.

4.34 Bill of Quantities

4.34.1 The Bill of Quantities shall contain items for the construction,
installation, testing, and commissioning and maintaining works, to be done by
the Contractor.

4.34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of works.

4.35 Cash Flow Forecasts

4.35.1 When the program is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

4.36 Payment Certificates

4.36.1 The payment to the contractor will be as follows for construction work:
(a) The Contractor shall submit to the Engineer fortnightly/monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
(b) The Engineer shall check the Contractors fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
(c) The value of work executed shall be determined, based on measurements by the Engineer.
(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
(e) The value of work executed shall also include the valuation of Variations and Compensation Events.
(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
(g) The payment of final bill shall be governed by the provisions of CPWD/PWD guidelines.

4.37 Payments

4.37.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

4.37.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

4.37.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed
covered by other rates and prices in the Contract.

4.37.4 If the Routine Maintenance part of the contract is not carried out by the Contractor as per this contract, the employer will be free to carry out Routine Maintenance work and the amount required for this work will be recovered from the amount of Security available with the employer and/or from any amounts of the Contractor whatever is due.

4.37.5 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer of Defect Liability Period.

4.37.6 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment

4.38 Cost of Repairs

4.38.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractors acts or omissions.

4.39 Completion of Construction and Maintenance

4.39.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works in whole or in parts, and the Engineer will do so upon deciding that the works is completed.

4.39.2 The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the Routine Maintenance is completed, Whereas applicable.

4.39.3 In case of multiple sites with different components (Project comprises with different locations with different components i.e. boundary wall, toilet block & drinking water facilities) of a project, completion of any individual site / component and/or boundary wall, and/or toilet block, and/or drinking water facilities shall be acceptable after handing over to the client and submission of as build drawings & all concerned document as per contract agreement to TCIL.
In such cases TCIL is liable to issue completion certificate for individual site / component and/or boundary wall, and/or toilet block, and/or drinking water whatever the case may be, and agency shall be allowed to start Defect Liability period for particular site/ components. In such cases TCIL shall release performance security on pro-rata basis after completion of DLP for that site/ component i.e. prior to completion of entire project.

Above rule is applicable for (n-1) nos of sites/ (n-1) nos of components, if total no of site/ components in a project are `n` nos.
4.40 Taking Over

4.40.1 The Employer shall take over the works as a whole or in parts (in case of multiple site under one contract) within seven days of the Engineer issuing a certificate of completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the defect liability period.

4.40.2 The employer shall take over the maintained work within 7 days of the Engineer issuing a certificate of completion of the Routine Maintenance.

4.41 Final Account

4.41.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the contractor for works within 42 days of receiving the Contractors account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter.

4.41.2 In case of account is not received within 21 days of issue of Certificate of Completion as provided in clause 4.41.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

4.41.3 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the contract 21 days before the end of the Routine Maintenance Period. The Engineer shall issue a Routine Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractors account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractors revised account. The payment of final bills for routine maintenance will be made within 14 days thereafter.

4.41.4 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 4.41.3 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.
4.42 Operating and Maintenance Manuals

4.42.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the document.

4.42.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor. The clause shall be applicable in contracts having O&M works.

4.43 Termination

4.43.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

4.43.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.

b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation. Termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct A within a reasonable period of time determined by the Engineer;

d) The Contractor does not maintain a Security, which is required;

e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.

f) The Contractor fails to provide insurance cover as required under relevant clause.

g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a
procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

h) If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;

i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;

j) And other fundamental breaches as specified in the Contract Data.

k) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

l) If the contractor fails to perform diligently and undertake the work with no good quality and time as stipulated by TCIL.

m) Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

4.43.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

4.43.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

4.43.5 In the event the Employer terminates the contract in whole or in part pursuant to above clause, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the contractor shall be liable to the Employer for any excess cost for such similar goods/services. However, the contractor shall continue the performance of the contract to the extent not terminated.

4.44 Payment upon Termination

4.44.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in clause No 4.57 of the document. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If
any amount is still left un-recovered it will be a debt payable to the Employer.

4.44.2 If the Contract is terminated at the Employers convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractors personnel employed solely on the Works, and the Contractors costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

4.45 Property

4.45.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

4.46 Releases from Performance

4.46.1 If the Contract Contractor is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

4.47 Labour

4.47.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

4.47.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.CG

4.48 COMPLIANCE WITH LABOUR REGULATIONS

4.48.1 During continuance of the Contract the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations,. bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract The Contractor shall keep
the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/b ye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

4.49 The employees of the Contractor and its Sub-Contractors/ sub agencies (if any) in no case shall be treated as the employees of the Employer at any point of time.

4.50 **Drawings and Photographs of the Works**

4.50.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

4.50.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 4.50.1. I shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

4.51 The contractor will have to deploy minimum technical Personnel for construction work are:

<table>
<thead>
<tr>
<th>Technical Personnel</th>
<th>Numbers</th>
<th>Experience in building works, civil infrastructure</th>
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</thead>
<tbody>
<tr>
<td>i) Minimum nos of Engineer (Civil)</td>
<td>05</td>
<td>5 Years</td>
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<tr>
<td>with Degree or Diploma holder in civil engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) Supervisor</td>
<td>10</td>
<td>2 years</td>
</tr>
</tbody>
</table>

4.52 The key equipments/machinery for the works shall be:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Equipment/ Machinery</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONCRETE MIXER</td>
<td>03 Nos (Minimum)</td>
</tr>
<tr>
<td>2</td>
<td>WATER TANKER (WITH SPRINKLER)</td>
<td>03 Nos (Minimum)</td>
</tr>
<tr>
<td>3</td>
<td>TRUCK/ TIPPER/ TRACTOR</td>
<td>As required</td>
</tr>
<tr>
<td>4</td>
<td>Other Miscellaneous T&amp;P etc.</td>
<td>As required</td>
</tr>
</tbody>
</table>
4.53 The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.

4.54 The date by which "as-built' drawings (in scale as directed) in 2 sets are required is within 45 days of issue of certificate of completion of whole or section of the work, as the case may be.

4.55 The period for setting up a field laboratory with the prescribed equipment is 15 days from the date of notice to start work.

4.56 The project shall be monitored as per Critical Path Method, PERT Chart which shall be submitted by contractor at the time of signing of Agreement.

4.57 Within the total period as aforesaid, the contractor shall take up the work in such a manner as to make available the accommodation or the work constructed for the use in a reasonable and phased manner.

4.58 The contractor shall be fully responsible for observation for and compliance with all labour and laws applicable in the matter and shall indemnify and keep indemnified the “OWNER”/ Employer against effect of non observance of and non compliance with any such laws.

4.59 The contractor shall send completion report with drawings and maintenance schedules to the office of the “Employer” in writing within 45 days of completion of work.

END OF SECTION 4 -
SECTION 5

Tender No.: TCIL/CIVIL/CPD/ASI/2017/71

March 1, 2018

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Name of the work: “Construction of Toilet Blocks at various locations in West Bengal (package-I)”

Scope of Work: The scope of work includes all required activities for proper completion of work titled as “Construction of Toilet Blocks at various locations in West Bengal (package-I)” as directed by the Engineer-in-Charge in accordance to the BOQ of this tender.

All works shall be carried out as per the standard technical specifications, BOQ and related details as per instructions of Engineer-in-charge. 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 work under proposal is to be completed in all respects for the successful completion and handing over the completed works to owner. All safety precautions are required to be taken during the construction period. On award of work, the contractor will carry out the Total stations survey and initial site levels, wherever necessary, as directed by Engineer-in-Charge.

Specifications

A. The design and specifications prescribed are those for building of "National Building Code of India specifications!' and all related Indian Building Congress manuals and publications, as amended till the date of issue of the notice inviting Tender. Building Materials for use on Building shall also conform to the specifications given in Building & road Manual and the work has to be carried out as per sound engineering practices & codes of building construction engineering.

B. The GOI, IS Specifications for Urban Building shall be followed in addition to State PWD / CPWD specifications.

C. For purposes of design, specification and quality control the Building & Manual, IRC publications for Building works including particular specifications shall form part of the Agreement.

D. For items not covered in Building Manual or IS-specifications for either BIS specification, or District specification or sound engineering practice, as determined by the Engineer, in that order should be followed.

E. As per Archaeological Survey of India (ASI) specifications/ Works Code.
**Note:** The design, drawings, standards and guidelines of the IS Codes/ PWD/ CPWD are to be followed for works. Bidder has to go for pre-commencement survey. Drawings for the works are enclosed with the documents.

**SPECIFICATION, CODES AND STANDARDS**

1.4.1 Indian Standards Institution  

**EXCAVATION:** The Work shall consist of removing material for the placement of foundations, substructure units, including the disposal of surplus and unsuitable material, as shown on the Drawings and as described in CPWD Specification.

**EXCAVATION METHODS**

a) The Contractor shall excavate only material that is necessary for the construction of the structure and shall not excavate outside the limits of excavation shown on the Drawings.  
b) Depth of Excavation and Condition of Base Excavations shall be completed to the elevations and dimensions as shown on the Drawings, or to the elevations directed by the Engineer in the field in order to obtain firm, stable foundations.  
c) Excavations shall be dewatered and maintained dewatered so that the material is excavated in its natural state and construction of the foundations is completed in the dry. The bottom of the excavation shall be kept free from excessive moisture and free-flowing water. This shall be done to the satisfaction of the Engineer.  
d) The concrete working base shall be placed immediately after the excavation is completed, and the Engineer has approved the depth of the excavation and the character and condition of the foundation material  
e) Excavated material to be reused as backfill material shall be stockpiled within a suitable area approved by the Engineer.

**QUALITY MANAGEMENT:** After each excavation is completed, the Engineer will inspect the base of the excavation before any further work can proceed.

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 Contractor 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.

**MORTAR**

Cement and sand shall be mixed in specified proportion by volume for all exterior and interior masonry walls. The sand shall be measured in boxes of suitable sizes. The cement shall, however, be actually measured, but a bag of 50 Kg shall be taken as 0.035m3. The measured quantity of sand shall be levelled and cement bags emptied on top. The cement and sand shall be thoroughly mixed with each other in a dry state by turning over, backwards and forwards several times until the mixture is of uniform colour. The mixture
shall be made into the form of a frustum of a hollow cone and water poured into the hollow and mix dropped into the water from the sides gradually, turned and mixed until mortar of the required consistency is formed. Mortar shall be mixed only in such quantities which can be readily used, and shall be used as soon as possible after mixing, and before it has begun to set and in any case within 30 minutes after water is added to the dry mixture. Preparation and use of mortars shall generally conform to IS:2250.

**BRICK MASONRY**

Mortar for brick masonry shall consist of cement and sand in the proportion specified in the drawings for all exterior and interior brick masonry work. The cement shall be mixed with sand before the addition of water. Mortar shall be used within 30 minutes of the addition of water. Mixing shall be done until there is a uniform distribution of materials and required consistency is formed.

Every brick shall be thoroughly soaked in water before using. No half of broken bricks shall be used except as closures. Joints shall not be more than 10mm thick. Each unit shall be adjusted to its final position in the wall while the mortar is still soft. The brickwork shall be kept plumb throughout. All joints shall be thoroughly filled and flushed up as the work proceeds to ensure solid mortar joints without voids. Brickwork shall be raised uniformly not leaving any part 600mm lower than another. But where building at different levels is necessary, unfinished work shall be stepped back for joining with new work. Toothing may be allowed with specific permission of the Contractor. All masonry shall be cured for seven days. All joints will be raked out while the mortar is still green to a depth of 12mm to ensure good key for plaster.

All brickwork in walls coming in contact with concrete columns, beams, etc shall be properly bonded by chicken wire mesh and cost included in the rates unless otherwise specified in the Bill of Quantities.

Double scaffolding shall be provided for the construction of brickwork. Piercing of wall for scaffolding supports shall not be permitted.

Brickwork shall generally conform to IS:2212.

These walls shall be constructed in cement mortar 1:6 for foundation.

These walls shall be constructed in cement mortar 1:4 for above ground level.

All brickwork shall be in stretcher bond.

**RUBBLE MASONRY**

Stonework shall generally conform to IS:1597.

These walls shall be constructed in cement mortar 1:6 for foundation.

These walls shall be constructed in cement mortar 1:4 for above ground level.

**Uncoursed Rubble Stone Masonry (U.R.M.) for Foundation and Plinth**

The stones shall be laid flush in mortar and each course not exceeding 450mm in height. The stones shall be large, flat bedded. No stone shall be less in breadth than 1 1/2 times its height and less in length or tail into the work than twice its height. The small stones used for wedging or filling in shall be carefully selected to fill in the voids between large stones.
Care must be taken that no dry work or hollow spare shall appear in the masonry work. The stones shall be arranged so as to break joint at least 75mm and long vertical lines of joints shall be carefully avoided. The joints at the face shall be finished off by being neatly struck and smoothed with the travel while the mortar is fresh. The upper surface of the work to be brought to a uniform level at the height of every course. Rough rubble quoins stones, flat bedded and of suitable size to be provided at all angles, and bone stones shall have minimum overlap of 150mm. All stones shall be laid on their quarry bed. Before commencing the masonry work the foundation trenches shall be levelled right through and bottom of the same watered and well rammed down. The trenches shall be kept free of water while masonry work is in progress, curing shall be done till the mortar used in the masonry is sufficiently set. (Generally, watering should be done for two to three weeks when lime mortar is used, and for one to two weeks when cement mortar is used.)

**Coursed rubble Masonry (First sort) for Superstructure**

Height of each course in the masonry shall not be less than 150mm. The stones in each course shall be of equal height. All courses shall be of the same height unless otherwise specified.

All stones shall be set in full cement mortar of proportion specified for the respective item of work. Stones shall be got approved, if desired by Contractor.

The face stones shall be squared on all joints and beds. The beds being hammer or chisel dressed, true and square for at least 75mm from the face and joints for at least 50mm. The face of the stones shall be hammer dressed so that bushings shall not project more than 40mm.

No spawls or chippings shall be allowed on the face, all bed joints shall be horizontal and side joints vertical and joints shall be more than 10mm in thickness.

No face stone shall be less in breadth than in height or shall tail into the work to a length less than the height and at least 1/3rd the number of stones shall tail into the work to at least twice their height or in walls over 600mm in thickness 3 times their height. Through stones shall be inserted at least at every 1.5 metre apart in every course and shall run right through when the wall is not more than 600mm thick. When the wall is more than 600mm thick a line of two or more headers shall be laid from the face to face which shall overlap each other by at least 150mm. A header shall have a length of at least three times its height. Stones shall break joint at least half the height of the course. Quoins shall be formed of stones at least 45 cm long, laid stretcher and header alternately. They shall be laid square in their beds, which shall be fair dressed to a depth of at least 100mm. The corner shall be chisel dressed for a width of 25m.

The work on the interior face shall be precisely the same as on the exterior face unless the work is to be plastered in when case the side joints need not be truly vertical. Hearting shall consist of flat bedded stones carefully laid on their proper beds and solidly bedded in mortar chips and spawls of stones being wedged in wherever necessary so as to avoid thick beds or joints of mortar. Care shall be taken so that no dry work or hollow spaces are left anywhere in the masonry. The face and backing shall be brought up evenly but the packing should not be levelled up at each course by the use of chips.

The mortar for the work shall be as specified in the respective items of work and shall be prepared as far brick masonry.
Curing of masonry shall be as specified for uncoarsed rubble masonry.

LIME MORTAR FLUSH POINTING

Working Methods

Pointing is a 'top-down, bottom-up' process. Clearing out and preparation of joints should always be carried out from the top down, and pointing should be carried out from the bottom up to take account of the effects of gravity.

Any cementitious or other non-original and inappropriate mortars should be carefully removed, avoiding damage to adjacent masonry. If a cementitious mortar cannot be removed without damaging the masonry, consideration should be given to leaving it in place. Defective lime mortars (those which are friable or have become detached from the adjacent masonry) should be raked out to a sufficient depth where sound mortar exists. However, care should be taken to ensure that sound, original lime mortars are left in place, in accordance with the principle of minimum intervention.

Where masonry is relatively impervious and a suction bond may be difficult to achieve, joints may need to be raked out further, (say) at least twice the depth of the joint width, to provide a level of mechanical anchoring of the new mortar into the joint.

In Historic masonry, engage most highly experienced craftsman owing to the ease.

All loose and friable material must be removed prior to placing new mortar, as it requires a sound surface to adhere to. A stiff bristled brush should be suitable for clearing stone surfaces of unwanted material, followed by lightly spraying water (not under high pressure) into the joints to remove any remaining dust and debris. Preparation of the wall surfaces generally should include thorough cleaning down and removal of all loose material, dust, etc, and damping down before starting work.

Curing

All mortars require adequate protection until they are fully cured. These mortars should not be expected to cure as quickly as cement-based mortars.

In drying conditions, new lime pointing will need to be dampened regularly (by lightly spraying) to prevent rapid drying. Over-rapid drying will result in shrinkage cracking due to rapid loss of water and will inhibit curing because the lime will only react with carbon dioxide in the presence of moisture.
Section-6  
Annexure-1  

Tender No.: TCIL/CIVIL/CPD/ASI/2017/71  
March 1, 2018  

**BID SUBMISSION FORM**

To  
Chief Project Director (ASI)  
Telecommunications Consultants India Limited  
Room No. 511, TCIL Bhawan,  
Greater Kailash-1  
New Delhi-110048

Dear Sir,  

In response to your Tender No. TCIL/CIVIL/CPD/ASI/2017/71 March 1, 2018 for “Construction of Toilet Blocks at various locations in West Bengal (package-I)”  
we hereby submit our offer herewith.

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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder Name : ____________________________</td>
</tr>
<tr>
<td>2.</td>
<td>Website Address : ____________________________</td>
</tr>
<tr>
<td>3.</td>
<td>Email Address : ____________________________</td>
</tr>
<tr>
<td>4.</td>
<td>Address for Communication : ____________________________</td>
</tr>
<tr>
<td>5.</td>
<td>Telephone Number : ____________________________</td>
</tr>
<tr>
<td>6.</td>
<td>Fax/Telefax Number : ____________________________</td>
</tr>
</tbody>
</table>
| 7. | Authorised Person - Name : ____________________________  
|   | Designation : ____________________________  
|   | Mobile No. : ____________________________  
|   | Email ID : ____________________________ |
| 8. | Alternate Person - Name : ____________________________  
|   | Designation : ____________________________  
|   | Mobile No. : ____________________________  
|   | Email ID : ____________________________ |
| 9. | PAN Number : ____________________________ |
| 10. | TIN Number : ____________________________  
|   | State : ____________________________ |
| 11. | Service Tax Regn. No. : ____________________________ |
| 12. | ECC Number : ____________________________ |
13. Beneficiary’s complete Bank Details in case payment through LC is approved.

Bank Account No. : ____________________________
IFSC / NEFT Code : ____________________________
Name of the Bank : ____________________________
Address of the Branch : ____________________________

14. Particulars of EMD

Amount : Rs. ____________________________
Mode of Payment (DD/BG/FDR) : ____________________________
DD/ BG/FDR No. : ____________________________
Date : ____________________________
Name of the Bank : ____________________________
Address of the Bank : ____________________________
Validity of BG/FDR : ____________________________

15. Particulars of Tender Fee

Amount : Rs. ____________________________
DD No. : ____________________________
Date : ____________________________
Name of the Bank : ____________________________
Address of the Bank : ____________________________

16. Turnover of the Bidder in last 3 years (Please submit CA certified copy of Annual Reports)

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Report attached at Page No.</th>
<th>Turnover in Rs. (Lakh)</th>
<th>Profit/ Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-2016</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2016-2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

17. Details of similar work / order executed during last 7 years ending 28.02.2018 (Please submit copy of completion certificate from the client.

<table>
<thead>
<tr>
<th>Description of the Work/Order Executed</th>
<th>Value of Work/Order Executed</th>
<th>Name of the Client</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Doc. Evidence at Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
18. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

________________________________________________________________________

19. If you are MSME is it owned by SC/ST Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST.

________________________________________________________________________

20. Company’s Net-worth as on 31.03.2017 (Rs in Crores): ________________

21. Information on current commitments /Ongoing Projects. Work orders are required to be attached for reference.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Brief Details of Project/ Work Order</th>
<th>Contract Date</th>
<th>Contract Value (Rs in lakhs)</th>
<th>Contract Completion Date</th>
<th>Value of outstanding work (Rs in lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

22. Following Documents are submitted to substantiate other eligibility criteria.

i) _____________________________________________________________

ii) ____________________________________________________________

iii) __________________________________________________________

**DECLARATION**

1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender. (In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our knowledge.

3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.

4) This offer contains ________No. of pages including all Annexures and Enclosures.

Place: ____________________________
Signature of Authorized Signatory

Date: ____________________________
Name: ____________________________
Designation: ______________________
Seal: _____________________________
## Annexure – 2
Details of machineries/ equipment available

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Equipment</th>
<th>Make/model /capacity</th>
<th>Quantity</th>
<th>Condition</th>
<th>Status (Owned/ Leased/Hired)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete mixers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vibrators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tankers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Generators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Any Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Applicant
Annexure – 3

Details of Man Power available

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Experience (Nature and no. of years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Signature of Applicant
Annexure-4

Affidavit

(To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by notary public)

Affidavit of Mr. __________________________ S/o __________________________ R/o __________________________ I, the deponent above named do hereby solemnly affirm and declare as 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 “Construction of Toilet Blocks at various locations in West Bengal (package-I)” 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 – 5

FORM OF AGREEMENT

THE AGREEMENT made on ___________ day of ___________ 2018 between the TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, NEW DELHI (hereinafter called the “TCIL”) of one part and M/s ___________________________ (hereinafter called the Contractor”) or the other part.

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

NOW THIS AGREEMENT WITNESSETH as follow:

1. In the Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following standard documents in addition to the documents attached with NIT, shall be deemed to form and be read and construed as part of Agreement viz.

   (a) Tenderer’s offer & corrigendum’s.
   (b) The Conditions and Specifications of the Client.
   (c) The Letter of Acceptance.
   (d) Negotiation letter (If any).

3. In consideration of the payments to be made by TCIL to the tenderer, the tenderer hereby covenants with TCIL to execute complete and maintain the works in conformity in all respects with the provisions of the contract.

4. TCIL hereby covenants to pay the tenderer in consideration of execution, completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

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

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

Witness
1. 1.
2. 2.
ANNEXURE – 6
FORMAT OF BID BOND (EMD)

Whereas ........................ (Hereinafter called “the Bidder”) has submitted its bid dated .............. For .....................(Name of Work) ............ 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 Employer”) in the sum of INR/US$ ................. for which payment will and truly to be made of the said Employer, 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 Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand, the Employer will note that the amount claimed by it is due to it owning 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.

Name & Signature of witness

Address of witness

Signature of the Bank Authority.

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch
ANNEXURE – 7
FORMAT OF PERFORMANCE BANK GUARANTEE

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/Work Order No. ________________
dated __________ with/on M/s ____________________________
(hereinafter referred to as “The Contractor” which expression unless repugnant to the
content or meaning thereof, shall include all the successors, administrators and executors).

WHEREAS the Supplier/Contractor having unequivocally accepted to perform the
Work/Services 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/Work 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/Contractor) in cover of performance
guarantee in accordance with the terms and conditions of the Agreement/Work Order.

Hereby, we undertake to pay up to 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/Contractor 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
ANNEXURE – 8

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on ______ day of the _______ month of 20_____, between on one hand, Telecommunications Consultants India Ltd. (TCIL) acting through sh._________________ (Name & Designation of the officer) (Hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.___________________________ (Name of the Company) represented by Sh. _______________Chief Executive Officer/ Authorized Signatory (Name & Designation of the officer) (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid against Tender/ RFO/EOI/RFP/RFQ for the __________________________________________________________

(Name of the Stores/ Equipment/ Services, Ref No. & Date) and the BIDDER/Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership Firm/Proprietorship Firm/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract(s) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-
1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract(s), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract(s) in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract(s).

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the CMD, TCIL any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract(s) process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract(s) would not be stalled.

3. Commitments of BIDDERs

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract(s) or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract(s) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract(s).

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract(s) or forbearing to do or having done any act in relation to the obtaining or execution of the contract(s) or any other contract(s) with TCIL for showing or forbearing to show favour or disfavour to any person in relation to the contract(s) or any other contract(s) with TCIL.

3.3 BIDDERs shall disclose the name and address of agents and representatives and
Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract(s).

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract(s) to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract(s) shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract(s) and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract(s) to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract(s).

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14 The BIDDER will not bring any Political, Governmental or Diplomatic
influence to gain undue advantage in its dealing with BUYER.

3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment/benefit and

i. If comes to know of any unethical or illegal practice in BUYER.
ii. If he makes any payment to any BUYER Associate.

3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact.

3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract(s), if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract(s) is/are signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State
Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract(s).

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

xi) Any other action as decided by CMD, TCIL based on the recommendation by Independent External Monitors (IEMs).

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.

6. Independent External Monitor (IEMs)

6.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in
consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given on TCIL Website.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the CMD, TCIL.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the CMD, TCIL. The IEM can in this regard submit nonbinding recommendations. If TCIL has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Board of Directors, TCIL.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.8 The IEM will submit a written report to the CMD, TCIL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'IEM' would include both singular and plural.

7. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. New Delhi).
9. Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10. Validity

10.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of all the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.3 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, TCIL.

10.4 Changes and supplements need to be made in writing.

10.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at ______________on ____________.

<table>
<thead>
<tr>
<th>Signature</th>
<th>BUYER</th>
<th>BIDDER/SELLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the officer</td>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>Designation</td>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>Name of the Company</td>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>Address</td>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>Dated:</td>
<td>______________</td>
<td>______________</td>
</tr>
</tbody>
</table>

Witness-1 (Buyer) | Witness-1 (Bidder/Seller)

Signature | ______________
<table>
<thead>
<tr>
<th>Name of the officer</th>
<th>__________________________</th>
<th>__________________________</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Name of the Company</td>
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<td>__________________________</td>
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<tr>
<td>Address</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Dated:</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

Witness-2 (Buyer)        Witness-2 (Bidder/Seller)

| Signature | __________________________ | __________________________ |
| Name of the officer | __________________________ | __________________________ |
| Designation         | __________________________ | __________________________ |
| Name of the Company | __________________________ | __________________________ |
| Address             | __________________________ | __________________________ |
| Dated:              | __________________________ | __________________________ |
ANNEXURE – 8 (A)

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To

Sub: Tender No. / Contract No. _______________________

1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.
2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.
3. Application be made in triplicate – one shall be sent to TCIL and two copies of the same shall be sent to IEM.

A) PRE-TENDER STAGE

I) Please provide the following information: -

a) Whether tender document has been purchased. Yes / No
(If Yes, indicate the Receipt No.)

b) If downloaded from website, whether fee for the same has been deposited. Yes / No

c) Whether the query has been given to TCIL before submission to IEM. Yes / No
(If Yes, please state the date of submission of query).

d) If reply has been received, please attach a copy of the reply.

II) Please state the query in clear terms giving reference to the clause in the tender.

B) ISSUES RELATING TO EVALUATION OF TENDERS:

I) whether any reference has been made to TCIL. Yes / No
(If Yes, reply received from TCIL be attached.)

II) Issue on which reference is being made.

III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTION STAGE

I) Date of signing of the contract.

II) Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No
III) Agreement Clause No. against which the complaint is being made.

IV) Integrity Pact clause under which reference is being made.

D) ISSUES REFERENCE: (Please State the query)

I) Please state whether any reference was made to TCIL. Yes / No (If Yes, reply of TCIL be attached)

II) In case no reference is made, please note that first reference is required to be made to TCIL unless the issue relates to any corrupt practice.

Signature ________________

Name of the Company ___________

Address ________________

Tel. No. ________________

Mob. No. ________________

Fax No. ________________

E-MAIL ________________

(Please attach separate sheets for detailing the issues, if need be)
Annexure-9

No-Conviction Certificate

[On the letterhead of the Organization]

This is to certify that ________________ (Name of the organization), having registered office at _______________________________ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

Signature:

Name of the Authorized
Signatory: Designation:

Contact details (including E-mail):
Date:

NOTE: In case of consortium bidder, each member of the consortium shall submit this certificate individually.

-END OF SECTION 6 –
SECTION -7

TENDER DRAWING