

**Tender Document  
For  
Construction of Regional office building for Navodaya  
Vidyalaya Samiti at Shillong**

**Tender No: TCIL/CIVIL/PD(NE-1)/NVS/2024/01**  
**Issued on: 09.03.2024**

**Volume I: Technical Bid**

Issued By:  
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**Section 1****NOTICE INVITING TENDER****1.1** Electronic tenders are invited from eligible bidders for “Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong, Meghalaya”

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

- |       |                                   |   |  |
|-------|-----------------------------------|---|--|
| 1.1.1 | Name of the Work                  | : | Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong, Meghalaya  |
| 1.1.2 | Estimated cost                    | : | <b>Rs. 12,98,73,492/-</b> (Rupees Twelve Crores Ninety Eight Lacs Seventy Three Thousand Four Hundred and Ninety Two Only )<br>(Including GST at prevailing rates, other taxes, cess, EPF & ESIC, levies any other statutory provision etc.)   |
| 1.1.3 | Cost of Document (non-refundable) | : | Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (i.e., Rs. 10,000/- plus 18% GST)<br>Tender Fee can be paid through the following prescribed electronic mode of payment (UTR No. is to be provided by bidder in the technical online bid):  |
| 1.1.4 | Earnest Money Deposit (EMD)       | : | Rs 22,98,741/- (Rupees Twenty-Two Lacs Ninety Eighty Thousand Seven Hundred & Fourty One only)<br>EMD shall be submitted in the form of DD/BG in prescribed format in favor of “Telecommunications Consultants India Limited” payable at New Delhi valid for 180 days or through digital transfer by NEFT/IMPS/RTGS. The Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS platform |
| 1.1.5 | Completion Period                 | : | 09 (Nine) months from 10 <sup>th</sup> day of the date of issuance of Letter of Intent. The contractor shall ensure to complete all the works in the provided time period as time is the essence of this contract.   |
| 1.1.6 | Validity of Bid                   | : | 120 days from date of opening of technical bids  |

- 1.1.7 Start Date & Time of Publishing Tender : 09.03.2024; 1300 Hrs.
- 1.1.8 Start Date & Time of Procurement of Tender Document : 09.03.2024; 1500 Hrs.
- 1.1.9 Last Date & Time of raising/ Seeking information in writing, if any : 16.03.2024; 1800 Hrs.  
(No query after this date shall be entertained).
- 1.1.10 Date and venue of Pre-bid meeting : Not Applicable
- 1.1.11 Last Date & Time for submission of Online Bid documents : 04.04.2024; 1500 Hrs
- 1.1.12 Online opening of technical bid : 05.04.2024; 1500 Hrs.
- 1.1.13 Online opening of financial bid : To be notified later to Techno-commercially qualified bidders.

**NOTE regarding EMD:**

(i) EMD amount can be submitted in the form of Demand Draft (DD) drawn in favour of “Telecommunications Consultants India Limited” payable at New Delhi along with the bid, or in the form of a Bank Guarantee (BG) in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform valid for 180 days.

Details of beneficiary for issue of BG under SFMS Platform is as below:

Name Of Beneficiary and ITS Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi- 110048
	Account No	000705005880
Name Of Beneficiary Bank and ITS Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFSC Code	ICIC0000007

EMD can also be paid through the following prescribed electronic modes of payment (UTR No. is to be provided by bidder in the technical online bid):

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – tcil80@ICICI
- c. Unified Payment Interface (UPI) Quick Response Code: As below.
- d. Bank details for NEFT: same as given above.



- (ii) The bidders shall note that in case the payment of EMD is done through DD /BG modes, then the original Hard Copy of the same shall be submitted to TCIL North East Office , House No. 1421, NH-37, Tetelia, PO-Gotanagar, PS- Jalukbari, District-Kamrup Metro, Guwahati, Assam, PIN- 781011 (address mentioned in the tender document) before the last date and time for submission of the bid, failing to which, the bid of such bidders shall be rejected summarily and shall not be considered for any further evaluation.

(iii) Tender Fee can be paid through the following prescribed electronic mode of payment (*UTR No. is to be provided by bidder in the technical online bid*):

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – tcil80@ICICI
- c. Unified Payment Interface (UPI) Quick Response Code: As below.
- d. Bank details for NEFT: same as given above.



- (iv) In case, the payment of Tender Fee and/or EMD is done through digital modes (i.e. NEFT/RTGS/IMPS/UPI Modes), the bidders shall submit the details of successful transaction clearly mentioning the UTR no., in its online bid, failing to which, the bid of such bidders shall be rejected summarily and shall not be considered for any further evaluation.
- (v) The EMD/Bid Security may be forfeited if:  
If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form  
or

fails or refuses to execute the Contract, if required

or

The successful bidder fails to submit performance security within the prescribed time.

Or

The proceed of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

Note: - Bids received without Bid Security (EMD) & Tender Fees may be summarily rejected.

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support / Help Desk Number- 1800 3070 2232, 0120- 4200462 for requisite queries regarding registration, training, demonstration etc. of Government e- Procurement System of NIC (GePNIC).

Bidders are advised to visit the TCIL website and CPP Portal regularly for updates/ amendments, if any.

***BHIM-UPI and QR code are placed at the end of Section-6 of this tender.***

***(1) Since this is a WORKS Contract, benefits to MSME shall not be applicable.***

**1.1.14 Site Visit: -**

(i)The bidder, 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, risk and cost.

(ii)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.

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

It is expected that participating bidders visit the site at their own cost before submitting their bids. The purpose of the site visit is to ensure the bidders acquaint themselves with the existing topographical condition, geographical condition, material availability condition, law and order situation of the proposed construction site.

Longitudes & Latitudes of the site location:

**Latitude: 25.608752°,**

**Longitude: 91.940143°**

Photographs of the Site are enclosed in the Tender.

Contact Person for site visit – 1) **Sh. Anubhav Saxena,**  
JGM (Civil)/ PD (NE-1), Mob: 9871339203

2) **Sh. Nishant Bajpai,**  
Project Manager (Shillong), Mob: 7080006967

## 1.2 Eligibility Criteria:

**NOTE: -**

***“Since this is a WORKS Contract, benefits to MSME shall not be applicable.”***

### A. Technical Eligibility Criteria

- a) Experience of having successfully completed similar works during the last 7 (seven) years ending on 31.07.2023, either of the following: -

Three similar completed works each costing not less than 40% of the estimated cost put to tender or Rs. 5.19 Cr, whichever is less,

Or

Two similar completed works each costing not less than 60% of the estimated cost put to tender or Rs. 7.79 Cr, whichever is less,

Or

One similar completed work costing not less than 80% of the estimated cost put to tender or Rs. 10.38 Cr, whichever is less.

**Note: Similar work would mean successfully completed ‘Construction of Building works’ in the last 7 years for the Government/ Semi Government / Govt. Autonomous Bodies / Private Sector.**

Bidder to submit copies of Completion certificates along with LOA/ Agreement from client clearly mentioning the nature of work, value of work, date of start, time period & actual date of completion. The certificates shall be considered only if it is issued / counter signed by an officer not below the rank of EXECUTIVE ENGINEER OR equivalent.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and corresponding TDS certificates. Value of work will be considered commensurate with the value of corresponding TDS Certificate. The corresponding TDS certificate to be duly certified by the Statutory Auditor. If the requisite TDS certificate is not provided by the bidder, the related work experience will not be considered for any further evaluation.

All existing working contractors of TCIL in any project are advised to submit a certificate of satisfactory work execution from their Project Director

**B. Financial Eligibility Criteria:****a) Turnover:**

Average annual financial turnover on Construction works should be at **least Rs 3.89 Cr** (30%) during the immediate last three consecutive financial years i.e., FY 2020-21, 2021-22 & 2022-23

The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum (Bidder shall submit audited Balance Sheets and Profit & Loss account statements for the last three financial years ending on 31.03.2023 i.e., for Financial Years of 2020-21, 2021-22 & 2022-23, duly signed by Statutory Auditor. In case the audited Balance Sheets and Profit & Loss account statement for Financial Year 2022-23 is not available, the bidder may submit Provisional Balance Sheet and Profit & Loss account statement for FY 2022-2023, duly signed by Statutory Auditor )

*(Bidders to provide a certificate from Statutory Auditors clearly mentioning the figures of **turnover from Civil Construction works** only during the immediate last three consecutive Financial Years i.e. 2020-21, 2021-22 & 2022-23) The above certificate should be duly certified by Statutory Auditors/ Chartered Accountant on their letter head with details of membership no., contact (email and phone number) and UDIN number. If certificate submitted by the Bidder without above mentioned thereon shall not be considered as part of bid and shall not be taken into account during evaluation of documents.*

The applicant should have: (i) access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified; (ii) adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments; and (iii) financial soundness as established by audited balance sheets and/ or financial statements

**(b) Profit/ Loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.

**(c) Banker's Certificate from a Commercial Bank or Net worth Certificate:**

Banker's Certificate of the amount equal to 40% i.e., Rs 5.192 Cr of the Estimated Cost put to tender (ECPT), (Rs 12.98 Cr approximately)

Or



**Net worth certificates** of minimum 10% i.e. Rs 1.29 Cr of the estimated cost put to tender issued by certified Chartered Accountant with UDIN.

d) **Bidding Capacity:**

The bidders will be qualified for opening of their Price Bids only if their available Bid Capacity is equal or more than the estimated cost of work put to Tender. The bid capacity shall be worked out on the following formula:

$$\text{Bid capacity} = \{[AxMxN]-B\}$$

Where,

A = Maximum turnover in Construction works executed in any one year during the last Five years ending with FY 2022-23, taking into account the completed as well as works in progress.

M = Multiplier Factor = 1.5

N = Numbers of years prescribed for completion of work for which bids has been invited;

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years

**Note:** The bidders to submit the following documents in respect of Bidding Capacity: -

(i) Bid Capacity as mentioned above along with the calculations and supporting documents (copy of letter of award and last bill payment from client for each work) should be duly certified by Statutory Auditor/ Chartered Accountant on their letter head with details of **Membership Number, Contact (email and phone number) and UDIN number.**

Bidder has to submit the financial data for latest last five financial years ending with FY 2022-23, in Annexure-14 along with audited financial statements. The financial data in the prescribed format shall be certified by the Statutory Auditor/ Chartered Accountant.

Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited, has to be submitted by the bidder in Annexure-15, which shall be certified by the Statutory Auditor/ Chartered Accountant along with all the supporting documents considered for arriving at the value of works in hand.

**Any such certified document submitted by the Bidder without UDIN number mentioned thereon shall not be considered as part of bid and shall not be taken into account during evaluation of documents.**

(ii) In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then 100% participation will be assumed.

**Special Note: -**

1. The bidder should provide the undertaking that the work load pertaining to NVS work held at the current date at the time of bidding. The undertaking shall be certified by Chartered Accountant

2. Any false information in this regard given by bidder shall lead to disqualifying at any stage even after award of work.

**1.3 Performance Guarantee: -**

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'I' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'I' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.

FAILURE OF THE SUCCESSFUL BIDDER TO SUBMIT THE ABOVE-MENTIONED PERFORMANCE SECURITY OR SIGN THE CONTRACT AGREEMENT SHALL CONSTITUTE SUFFICIENT GROUND FOR THE ANNULMENT OF THE AWARD/CANCELLATION OF THE AWARD OF WORK AND ACTIONS AS PER THE BID SECURITY DECLARATION SHALL BE TAKEN AGAINST THE BIDDER

**1.4 Security Deposit/ Retention: -**

The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 2.5% (Two Point Five percent only) of the gross value of the Running Account/ final bill.

The refund of retention shall be after successful completion of defect liability period.

**1.5 Abnormally Low Bids:** "TCIL may seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, TCIL determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal."

**1.6 GST & PAN Registration:**

The Bidder must be registered for GST and PAN number (Submit copy of GST Registration Certificate and PAN Card).

GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other documents: -

"If work is awarded to me/us, I / We shall obtain GST registration certificate of the state in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by the Employer, whichever is earlier, failing which, I/We shall be responsible for any delay in payments which will be due towards me/ us on a/c of the work executed and/ or for any action taken by the Employer or GST Department in this regard."

**1.7 Registration of company: -**

The bidder should be an Indian Registered Company under Companies Act 1956 (or 2013)/ Proprietorship/ Partnership firm. 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.

**1.8 Labour License:**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building another Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**1.9 Contribution to EPF & ESIC: -**

The contractor has to register in EPF & ESIC and submit regular return as per mandatory requirement.

The ESI and EPF contributions on the part of Employer in respect of this contract shall be paid by the contractor. The verification of deployment of labour will be done through biometric attendance system or any other suitable method as per discretion of the Engineer in Charge.

**1.10 JV/ Consortium: (As per User Division),** The participation through JV/ Consortium is not permitted in this tender

**1.11 Certification of Genuineness: -**

The bidder should give an undertaking on the company's letter head **as per Annexure 19** 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, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit bid security/ performance security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 5 years.

**1.12 No Conviction Certificate:**

The bidder to submit duly signed 'No Conviction Certificate' as per the Performa **attached Annexure 11**

**1.13 Clause by Clause compliance:** Bidder should submit a statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of the tender on the Letter Head of their Organization along with its Bid

**1.14 Additional Performance securities:** In Addition to The Performance Security, Additional Performance security (APS) shall also be taken from successful bidder in case of abnormally Low Bid as per slab given below

SL No	Range difference between the estimated cost put to tender and bid amount	"Additional Performance security" to be deposited by the successful bidder
i.	Below 5%	No Additional Performance security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to Tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to Tender and Bid Amount)

**1.15 Integrity Pact:** The tenders of value more than **Rs. 5.00 Cr** are covered under Integrity. Pact and bidder is required to submit duly filled and signed Integrity Pact, which is also available on TCIL website.

**1.16 Health and safety management:** The successful bidder shall be following the health and safety management as per CPWD work manual 2022/ GCC 2020.

**1.17** The successful bidder shall, at its own cost, create the necessary IT infrastructure (on-site and / or off-site) for close monitoring of the project progress.

**1.18** The Estimated Cost put to tender has been reckoned from DSR-2021 (for scheduled items) & Market Rate (for non-scheduled items) and is inclusive of GST as applicable. Accordingly, the bidder shall quote its rates inclusive of all charges, costs, taxes, levies etc. including GST, as applicable considering the latest govt. notifications/ guidelines in this regard.

**1.19 Other Conditions:**

- i) **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.

**1.20 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

Bidders shall submit the following certificate for sourcing products and services in tender

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s \_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries"*

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

**GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':**

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders: -

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Competent Authority for the purpose of registration shall be the Registration Committee constituted

by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (3) above will be as under:-

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

**Explanation.**

- a). **"Controlling ownership interest"** means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii. In case of a partnership firm, the beneficial owner is the natural persons) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent of capital or profits of the partnership**;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

The bidder must officially procure / download the tender documents 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 are techno-commercially qualified 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.

**Contacts:**

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**TCIL Contact-2-** Mr. Nishant Bajpai, Project Manager (Shillong)

**E-mail ID:-** [nishant.bajpai@tcil.net.in](mailto:nishant.bajpai@tcil.net.in) , [nishantbajpai1510@gmail.com](mailto:nishantbajpai1510@gmail.com)

**(Project Director (NE-1))**

**END OF SECTION-1**

**Schedule-I**

S. No.	Description	Values/Description to be Applicable for Relevant Clause(s)		
1.	Name of the Work	“Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong, Meghalaya”		
2.	Client/ Owner	Navodaya Vidyalaya Samiti (NVS), Noida, Govt. of India		
3.	EMD	Rs 22,98,741/- (Rupees Twenty-Two Lacs Ninety Eighty Thousand Seven Hundred & Fourty One only) (Refer tender document for further details).		
4.	Estimated Cost of Construction	Rs. 12,98,73,492/- (Rupees Twelve Crores Ninety Eight Lacs Seventy Three Thousand Four Hundred and Ninety Two Only) (Including GST at prevailing rates, other taxes, cess, EPF & ESIC, levies any other statutory provision etc.)		
5.	Time allowed for Completion of Work	09(Nine) months from 10 <sup>th</sup> day of the date of issue of Letter of Intent (LOI).		
6.	Mobilization Advance	Max. 10% of the tendered value (Only if requested by the bidder in writing within one month of the order to commence the work; subject to the availability of funds with TCIL from the mobilization advance received from the Client)		
7.	Interest Rate of Mobilization Advance	Simple Interest at the rate of 10% per annum.		
8.	Schedule of Rates applicable	DSR- 2021 Civil , Plumbing Works and electrical works for Schedule items, Market rates for non-schedule items		
9.	Validity of Tender	120 days from the date of opening of technical bids		
10.	Performance Guarantee	<b>5% of the awarded value</b> of contract within 10 days from the issuance of LOI/LOA		
11.	Security Deposit / Retention Money	<b>2.5% (Two-point five Percent only)</b> of this gross value of each running/Final bill.		
12.	Compensation for delay of work (L.D)	With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work.		
13. a)	Deviation limit beyond which Variation Clause (Clause 3.20.2) shall apply for all works except foundation.	<table><tr><td><b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b></td></tr><tr><td><b>50%</b></td></tr></table>	<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b>	<b>50%</b>
<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b>				
<b>50%</b>				



13. b)	Deviation limit beyond which Variation Clause (Clause 3.20.2) shall apply for foundation work	<table><tr><td><b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b></td></tr><tr><td><b>100%</b></td></tr></table>	<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b>	<b>100%</b>
<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b>				
<b>100%</b>				
13. c)	<b>Total Deviation:</b>	up to 10% of the tendered amount; subject to written approval from the Client/NVS		
14.	Escalation	Rates are fixed during the contract period. <b>No escalation in rates</b> shall be admissible in any case during the validity of contract. No claim in this regard shall be entertained what so ever.		
15.	Defect Liability Period	The Defects Liability & Maintenance Period shall be 12 (Twelve) months from the date of handing over the project to the Employer/Owner.		

**SECTION- 2****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

**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.

2.3.1 The amendments / Corrigendum's 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 FOR SUBMISSION OF BID**

In order to give prospective bidders required time in which to take the amendments in to action in preparing their bid, the Employer may at its discretion extend the deadline (Minimum 3 days) for submission of bid or as suitably.

**2.5 BIDDERS ELIGIBILITY AND QUALIFICATIONS**

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

## **2.6 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 Technical 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 cancelling 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.

## **2.7 CLARIFICATION OF BIDS**

2.7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by E-mail/fax to the employer through its authorized representative, if any, on or before the prescribed date. A Pre-Bid Conference may be held on the specified date as per section -1. All efforts will be made to reply the clarifications, if any, during the Pre-Bid Conference, however, unanswered queries will be replied through corrigendum on TCIL website at the earliest possible. Also, the prospective bidders may make suggestions which shall be considered during the Pre-Bid Conference. On conclusion of the Pre-Bid Conference, no further queries shall be entertained.

The submission of the bid by bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in this bid document.

2.7.2 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.

2.7.3 During evaluation of bids, TCIL may at its discretion ask the Bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

## **2.8 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.

## **2.9 BID SECURITY / EMD**

- i. The Bidder shall submit, as part of bid security as mentioned in the NIT (Notice Inviting Tender, Section-1).
- ii. The bid not secured in accordance with the above shall be rejected by the Employer and shall be considered as non-responsive.
- iii. 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.
- iv. The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- v. 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.
- vi. No interest is payable on EMD.

In case of inadequacy or non-submission of prescribed EMD, the tenderer shall be deemed to be disqualified and its bid shall be summarily rejected and shall not be considered for further evaluation.

## **2.10 SUBMISSION OF BID**

Only the following shall be accepted in physical form:

- (i) Tender Fee in the required form (The tender fee is Non-refundable).
- (ii) Bid Security / EMD
- (iii) Integrity Pact duly filled & signed in original (which is available on TCIL website) on plain paper only, if applicable. Tender for above Rs. 5 Crore will require submitting Integrity Pact.
- (iv) Power of Attorney

**AUTHORIZATION LETTER/ BOARD RESOLUTION :-**

The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or an employee authorized by one of the following people who has the Board Resolution to delegate authorization to other:

1. Managing director
2. The Chief Executive Officer
3. The Manager;
4. The Company Secretary
5. The Whole-time director
6. The Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory.

**2.11 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. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative(s) of the qualified parties may attend the 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.

**2.12 INSTRUCTIONS REGARDING BID SUBMISSION**

***Participating in this tender shall be through Online submission only.*** The bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration etc of Government e-Procurement System of NIC (GePNIC). Bidders may further note that on-line bid submission can be quite time-consuming. They are advised to start their uploading of bid sufficiently in advance to ensure complete uploading of bid within stipulated time.

**2.12.1 Bidding Methodology:**

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

**Digital Certificates**

- For integrity of data and its authenticity/ non-repudiation of electronic records, and to

become compliant with IT Act 2000, Digital Signature Certificate (Signing & Encryption Certificates) of type Class 3 issued by any Certifying Authority (CA) under Controller of Certifying Authorities (CCA) of India.

**Minimum Requirements at Bidder's Desktop/Laptop:**

The bidders can contact NIC on Toll Free Help Desk Number- 1800 3070 2232 regarding desktop/laptop requirements for submission of bids on GePNIC portal.

**a. Online Submission: -**

The On-Line Submission will have the following activities:

**Submission of Technical Part** as under:

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

- a) Duly filled in Annexures as per Section – 6.
- b) Scanned copy of Documentary Evidence of Eligibility Criteria and other documents as required in this tender
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender on the Letter Head of their Organization.
- d) Duly filled in 'No-Conviction Certificate'.
- e) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

**Submission of Financial Part:** - Financial Part must contain the Price Bid Schedule as per Volume-II.

**NOTE:** For more details for Online Submission of the bid, please go through **Appendix (A) of Section-2** namely '**Detailed instructions for Online Bid Submission**'

**b. Offline Submission: -**

The bidder is requested to submit the following documents offline (i.e. in form of Hard Copy) in the **Tender Box** at the following address before the due date & time of submission in a Sealed Envelope: -

Office of **Project Director (NE-1), TCIL House No. 1421, NH-37, Tetelia, PO-Gotanagar, PS- Jalukbari, District- Kamrup Metro, Guwahati, Assam, PIN- 781011**  
(The envelope shall bear the name of the bidder, **Tender No. & Description** and the words 'DO NOT OPEN BEFORE' (due date & time) and in case of any delay in offline submission, TCIL will not responsible)

- (a) **Tender Fee** in favor of "Telecommunications Consultants India Limited" payable to New Delhi
- (b) **EMD**

- (c) Integrity Pact duly signed in original (which available at TCIL website) on plain paper only, if applicable. Tender for above Rs. 5.00 Crore will require submitting Integrity Pact.
- (d) **Power of Attorney** in physical mode on stamp paper as per law in India or extract of Board resolution (in Original) authorizing the signatory to act on behalf of the bidder. The bidder should ensure that the Digital Signature used for uploading the tender document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only.
- if bidder fails to submit its documents, as required offline, as mentioned above, his bid is liable to be rejected summarily.**

### **2.13 ONE BID PER BIDDER**

Each bidder shall submit only one bid as individual. The bidder who submits or participates in more than one bid, will cause all the proposals with the bidder's participation to be disqualified. *However, participation through JV/ Consortium is not permitted in this tender.*

### **2.14 Deleted**

### **2.15 LANGUAGE OF BID**

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

### **2.16 SIGNING OF THE BID**

- 2.16.1 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.
- 2.16.2 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.

### **2.17 LATE BIDS**

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

### **2.18 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.18.1 Bid withdrawal/ modification shall not be allowed after end date and time of bid submission.
- 2.18.2 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. Such defaulting vendor is liable to be debarred from participating in future bids

for a period of up to 5years.

## **2.19 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.

## **2.20 STANDARDS**

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

## **2.21 SUB-LETTING**

The contractor cannot assign or transfer and sub-contract its interest/obligations under the contract without prior written approval of Engineer-in-charge.

If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the TCIL/Client shall have powers:

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of



the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **2.22 INTEGRITY PACT PROGRAMME**

- 2.22.1 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. 5 Crore.
- 2.22.2 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.
- 2.22.3 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 Anil Kumar Srivastava, Independent External Monitor  
Email ID: anilifs86@gmail.com
- ii) Shri Harishwar Dayal, Independent External Monitor  
E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

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

Shri Niraj Verma, Chief vigilance Officer  
E mail ID: cvotcil@tcil.net.in

- 2.23.1 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.
- 2.23.2 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.

2.23.3 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.

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

## **2.24 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.

## **2.25 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of any/ 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) and/or cancel/ terminate the contract and forfeit bid security/ performance security submitted by the bidder and debar them from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of TCIL.

## **2.26 EVALUATION OF TENDERS**

### **2.26.1**

- a. The Employer shall evaluate the bids in respect to the substantive bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only. 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.
- b. A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c. TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d. 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.

2.26.2 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 by 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.

2.26.3 The evaluation of the ranking shall be carried out on the landed price of goods/ services offered inclusive of 1% Labour cess, GST, EPF , ESIC and all taxes as applicable.

2.26.4 **BID PRICE:** - The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). Clauses such as "at actual", "extra", "to be given later" etc. shall also be treated as non-responsive & are liable for rejection.

## 2.27 EVALUATION OF TECHNICAL BID:

2.27.1 The details given by the bidders in the Technical Bid documents will be evaluated and price bids of only technically qualified bidders shall be opened at a later date duly notified. Even though bidder may satisfy the requirements in technical bid, they are subject to be disqualified if they have:

a) Made misleading or false representation in the Annexure statements and enclosures required in the 'Technical Bid.'

b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses.

The bidders are required to submit the documents strictly as per Annexures in the Technical Bid.

2.27.2 The decision of the Committee of TCIL in the evaluation of Technical Bids shall be final.

## 2.28 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. 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 Price Bid opening.

## 2.29 EVALUATION OF FINANCIAL BID:

2.29.1 The FINANCIAL BID should be submitted in accordance of Volume -2 of the bid document with duly filled in Schedule of Financial Quote at Financial Bid.

2.29.2 To be quoted in accordance to price bid format. The Construction Cost shall be inclusive of all taxes including GST, and all expenditures incurred by the contractor

on all activities required for commencement/ completion/ occupation of the building/ works as per the stated scope of work as of this bid document. Nothing shall be paid extra and contractor is required to quote its rates inclusive of all applicable taxes, levies, charges including GST, EPF & ESIC.

2.29.3 Nothing extra over the construction cost / fee shall be payable.

2.29.4 The decision of the Committee of the TCIL in evaluating and assessing the bid shall be final.

### **2.30 NOTIFICATION OF SUCCESSFUL BIDDER**

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

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

### **2.31 ISSUE OF LETTER OF INTENT**

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

2.31.2 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.

### **2.32 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.

### **2.33 BANNING OF NON-PERFORMING VENDOR**

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted upto 5 years or action as deemed fit may be taken by TCIL.

### **2.34 BANNING OF NON-PERFORMING VENDOR**

At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.

### **2.35 Abnormally Low Bids:**

TCIL may seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule resource mobilization, allocation of risks

and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, TCIL determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal.

- 2.36** At any time, in case it come to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms & conditions of the tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms & conditions

**APPENDIX (A) FOR SECTION-2**  
**Detailed Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

**REGISTRATION:**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS:**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 90 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **SUBMISSION OF BIDS:**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and

complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**-END OF SECTION – 2-**



**SECTION - 3****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) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.  
The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional
- b) The **Site** shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract
- c) "Owner/ Client" shall be the Navodaya Vidyalaya Samiti (NVS) (An Autonomous Organization under Ministry of HRD) Department of School Education & Literacy, Govt. of India.
- d) "Employer/ PMC/ Construction Agency (CA)/ Executing Agency (EA)" shall mean Telecommunications Consultants India Limited i.e., TCIL.
- e) "Project Director/ Engineer-in-charge/ Engineer shall mean the officer appointed by Employer (i.e., TCIL) for the purpose.
- f) "Contractor/ Agency/" shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- g) "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Engineer In charge and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- h) "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.

- i) "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.
- j) The term 'SOR' or price bid means the schedule of rates as mentioned in falling under detailed notice inviting tender of the main contract.

**Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

- k) "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".
- l) "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.
- m) "Letter of Acceptance" means the formal acceptance by the Employer.
- n) "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.
- o) "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.
- p) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- q) "Working Day" means any day, which is not declared to be holiday or rest day by the Employer.
- r) "Week" means a period of any consecutive seven days.
- s) "Writing" means any hand - written, or printed/ typed communication, including fax.
- t) "Headings" in the clauses/conditions of tender document is for the convenience only and shall not be used for interpretation of the clause/condition.

- u) **“Excepted Risk”** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

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.

- i) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- ii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

### **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 Discrepancies and Adjustment of Errors-**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions

### **3.7 Project Directors and Project Director's Representative**

#### **3.7.1 Project Director's Duties and Authority**

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

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

#### **3.7.2 Project Director's Representative**

The Project Director's Representative shall be appointed by and be responsible to the Project Director and shall carry out such duties and exercise such authority as may be delegated to him by the Project Director under Sub-Clause 3.8.3.

#### **3.7.3 Project Director's Authority to Delegate**

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

#### **3.7.4 Appointment of Assistants**

The Project Director or his Representative may appoint any number of persons to assist him in carrying out of his duties. He shall notify to the 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.

**3.7.5 Instructions in Writing**

Instructions given by the Project Director shall be in writing, provided that if for any reason the Project Director considers it necessary to give any such instruction orally, the 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 3.8.4

**3.7.6 Project Director to Act Impartially**

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

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) other-wise 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 3.8.

**3.8 CONTRACT DOCUMENTS****3.8.1 Language and Law**

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

**3.8.2 Priority of Contract Documents**

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Project Director who shall thereupon issue to the 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) Priced Bill of Quantities
- (e) General Conditions
- (f) Special Conditions
- (g) Drawings
- (h) Any other document forming part of the Contract
- (i) Specifications

### 3.8.3 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.

### 3.8.4 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.

### 3.8.5 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 remedy of any defects therein. The Contractor shall carry out and be bound by the same.

### **3.9 GENERAL OBLIGATIONS**

#### **3.9.1 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 here under 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.

#### **3.9.2 Contract Agreement**

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

#### **3.9.3 Inspection of Site**

The 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 remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require and in general, shall be deemed to have obtained all necessary information as

above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

#### 3.9.4 Sufficiency of Tender

The 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 remedying 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 including, duties, levies and all costs and expenses including GST 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.

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.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### 3.9.5 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.

#### 3.9.6 Program to be submitted

- A) Within 7 days of acceptance of LOI, 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 for e-casts 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.

(In-case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1% (zero-point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the employer as mentioned in Schedule F and in this respect the decision of the that employer shall be final and binding on the contractor.)

### 3.9.7 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.

### 3.9.8 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 labour 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.

### **3.9.9 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.

(d) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the Client/ Engineer-in- Charge for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

### **3.9.10 Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the 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.

#### 3.9.11 **Force Majeure:**

The Contractor shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. 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 supplier 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.

#### 3.9.12 **Fossils**

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall be deemed to be absolute property of the Employer and the 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 Employer.

#### 3.9.13 **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.

#### 3.9.14 **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.

### 3.9.15 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.

### 3.9.16 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 9 or more employees.

(c) Employees P. F. and Miscellaneous Provision Act, 1952

The Act provides for monthly contributions by the employer plus workers @ 9% 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 as amended time to time.

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 9 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 90 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.

(p) Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section(1) of section 12 of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensations paid and without prejudice to the right so the Government under sub-section(2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

### **3.10 Details to be Confidential**

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

### **3.11 Drawings and Photographs of the Works**

The 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.

### **3.12 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.

### **3.13 Inspection of Operations**

The Employer/Project Director, and any person authorized by him, shall at all reasonable times have access to the Site and to 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.

### **3.14 SUSPENSION OF WORK**

#### **3.14.1 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.

#### **3.14.2 Project Director's Determination Following Suspension**

Where, pursuant to Clause 3.15, 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 Clause 3.16.



### **3.15 COMMENCEMENT AND DELAYS**

#### **3.15.1 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.

#### **3.15.2 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.

#### **3.15.3 Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within time period 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.

### **3.16 Time and Extension for Delay-**

The extension of time for delay shall be given to the contractor only after approval of the client.

The time allowed for execution of the Works as specified in the Schedule 'I' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'I' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

As soon as possible but within 10 (seven) working days of award of work and in consideration of

- (a) Schedule of handing over of site as specified in the Schedule 'I'

- (b) Schedule of issue of designs as specified in the Schedule 'I' ,

The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer- in-Charge and the Contractor within the limitations of time imposed in the Contract documents. In case of non- submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule I to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

**3.16.2** If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer in- Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in- Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in *sub clause 3.16.2*.

**3.16.3** In case the work is hindered by TCIL/ Client or for any reason/ event, for which TCIL/ Client is responsible, TCIL shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 3.16.2 to the extent the delay is covered under sub clause 3.16.2, the contractor shall be entitled to only extension of time and no damages.

**3.16.4** Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms to Engineer-in-charge. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work.

**3.16.4.1** In any such case TCIL may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in- Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by Engineer-in-Charge in writing. In event of non-application by the contractor for extension of time, Engineer-in-Charge after affording opportunity to the contractor, may give, supported with a programme, a fair and reasonable provisional extension within a reasonable period of occurrence of the event; with the right to levy LD.

**3.16.5** In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in 3.16.2 or clause 3.16.3 and beyond the justified extended date; without prejudice to right to take action under Clause 4.42, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

### **3.17 Penalty for Delay (Liquidated Damages)-**

If the contractor fails to maintain the required progress in terms of clause 3.16 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 3.16 (excluding any extension under Clause 3.16.5) as well as any extension granted under clauses 3.20 and 3.14, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below TCIL may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 3.16 or that the work remains incomplete.

#### **Compensation for delay of work: -**

With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work.

-In case no compensation has been decided during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period.

In case action under clause 3.17 has not been finalized and the work has been determined under clause 4.42 (when the contract can be determined), the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by TCIL, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the TCIL. In case, the contractor does not achieve a particular milestone mentioned in the tender document, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**MILESTONES:-**

S. No.	Financial Progress (Work Done)	Time allowed in days (From the day of start)	Amount to be withheld in case of non-achievement of milestone
1	1/4	1/4 of the whole time	1.25% of the accepted value of project
2	1/2	Half of the whole time	2.5% of the accepted value of project
3	3/4	3/4 of the whole time	3.75% of the accepted value of project
4	Full	Full	10% of the accepted value of project (-) amount

			already withheld
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However, total LD shall be limiting to 10% of the accepted value of the project.

**3.18 DEFECTS LIABILITY**

**3.18.1 Defects Liability Period**

The Defects Liability & Maintenance Period shall be 12 (Twelve) months from the date of handing over the project to the Employer/Owner. All defects notice during the currency of the contract and, also during the defect liability period of 12 months after completion of the work except those pertaining to leakage/ dampness which are governed by clause 3.8 of agreement between TCIL & NVS (waterproofing) shall be got completely and satisfactorily rectified by the contractor immediately after notifying the defects without any extra payment for the same. In case the defects are such as cannot be rectified or the contractor fails to rectify these satisfactorily and completely, the TCIL/Owner reserves his right to accept the work at reduced rates (provided defects are non-structural) or to get the rectification work done at the risk and cost of the contractor The decision of the Owner (NVS)/TCIL, in this regard, shall be final and binding on the contractor. 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. Further to avoid discrepancies at later stage details scope of work to be completed in defect liability should be clearly mentioned here

3.18.2 If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

**3.19 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.

### **3.20 ALTERATIONS, ADDITIONS AND OMISSIONS**

#### **3.20.1 Variations**

- a) Work shall be completed by contractor with in sanctioned tender cost. Any expenditure beyond this ceiling cost is not likely to be reimbursed by the TCIL unless the contractor submits the revised estimate along with proper reasons/justifications for the excess expenditure subject to approval of The owner (NVS) if satisfied with the reasons /justifications submitted by the Contractor, will issue revised A/A &E/S and tender cost will be revised and reimbursed as per revised A/A &E/S issued by Owner (NVS). The decision of owner (NVS) in this regard shall be final and binding on contractor. If at the time of finalization, it is noted that for some reason payment has been released to the contractor in excess of the actual expenditure incurred, the same shall be refunded to the TCIL within 30 days of excess coming to notice. TCIL shall have all the right to adjust the such excess from any sum due in this work or any other head. The decision of owner in this regard shall be final and binding on the agency.
- b) For variation up to 10% excess over original tendered value, proper justification of excess variation shall be submitted by the contractor and the funds in respect to the excess expenditure will be released only if justification given by contractor is found to be in order by the Navodaya Vidyalaya Samiti (owner/NVS)
- c) For variation beyond 10% excess over original tendered value, is foreseen by the contractor and shall be immediately submit a revised estimate with proper justification and funds in respect to the of excess, proper justification of excess variation shall be submitted by the contractor and the funds in respect to the excess expenditure will be released only if justification given by Contractor is found to be in order and approved by the Navodaya Vidyalaya samiti (owner/NVS)
- d) Also, the Contractor shall not make any variation on its own from the approved LOP (Layout plan), Drawings and scope of work without the approval of TCIL in writing. For any variation necessitated due to site conditions or any other reasons thereof, approval of TCIL/NVS shall be obtained.
- e) The Engineer-in-Charge shall have power:-
  - i) 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
  - ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
  - iii) Subject to the approval from the Client, the time for completion of the 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, as follows:

- a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- b) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
- c) 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.

### 3.20.2 Valuation of Variations:

#### Deviation, Extra Items and Pricing:

In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit claim for market rates supported with proper analysis of rate and Manufacturer's specification for the work, invoices, vouchers, etc,(as applicable) failing which the rate(s) approved later by the Engineer- in- charge shall be final and binding. Where the contractor submits claim for market rates in the manner prescribed above, the Engineer-in-Charge shall within 45 days of the receipt the of claims, after giving consideration to the analysis of the rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rates of extra items so determined by the Engineer in charge shall be final and binding on the contractor, and shall not be arbitrable.

#### Deviation, deviated Quantities, Pricing

- i. In the case of contract items, which exceed the limit laid down in Schedule-I, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of the rates and invoices, vouchers, etc, (as applicable) for the quantity in excess of the above mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of the rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. **The rates so determined by the Engineer in charge shall be final and binding on the contractor, and shall not be arbitrable.**
- ii. In the case of contract items, which exceed the limits laid down in Schedule-I, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limit on the basis of the market rates , within 30 days of the expiry of the said period of 15 days and the contractor shall be paid in accordance with the rates so determined. **The rates so determined by the Engineer in charge shall be final and binding on the contractor and shall not be arbitrable.**
- iii. The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in Schedule-I, whether or not, specifically indicated in the description of the item and the relevant

specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations

However, as per the User Division, the limits for variation as mentioned in Schedule-I are as under:

***A. Deviation limit within final estimate for all works except foundation:-***

BUILDING WORK	ANNUAL REPAIR & MAINTENANCE OF BUILDINGS	ROAD WORK
50%	50%	50%

Note:-The Deviation Limit of Building Work shall also apply for combined works(Building and Road) within final estimate

***B. Deviation limit within final estimate for foundation work:-***

BUILDING WORK	ANNUAL REPAIR & MAINTENANCE OF BUILDINGS	ROAD WORK
100%	Not applicable	NA

Note:-The Deviation Limit of Building Work shall also apply for combined works (Building and Road) within final estimate

(Schedule-I, which shall be included in the tender)

**3.20.3 Escalation:** No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

### **3.21 MEASUREMENT:**

#### **3.21.1 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 or 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.

**3.21.2 Computerized Measurement Book**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB)/ Computerized Level Book.

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

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 provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the 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 Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge 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 checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge'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 executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of 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.

### **3.21.3 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.

## **3.22 NOTICES**

### **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.

### **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.

### **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.

## **3.23 CHANGES IN COST AND LEGISLATION**

### **3.23.1 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.

### **3.23.2 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.

## **3.24 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.

## **3.25 Arbitration**

Any matter, which is not stipulated in the contract, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation "All disputes or differences whatsoever arising among the parties under and/ or in connection with and/ or in respect of this tender/ Agreement/ Purchase Order shall be referred to and decided by a sole arbitrator, who shall be nominated by CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration

and Conciliation act 1996, as amended from time to time, and the venue of arbitration shall be New Delhi.”

The Entire cost of arbitration shall be borne by the contractor. No interest shall be payable up to the date of decision in arbitration.

### **3.26 SAFETY CODE**

#### **3.26.1 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.

#### **3.26.2 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.

#### **3.26.3 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.

#### **3.26.4 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.

#### **3.26.5 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 from the Contractor.

### **3.27 Contractor's All Risk policy**

The contractor is required to take CAR (Contractor's All Risk policy) from Government/ Govt. approved insurance agency in the joint name with first name of TCIL and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the TCIL and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage.

The contractor is required to submit the aforesaid original CAR Policy and Workmen's Compensation Policy to TCIL in accordance with Client's requirement and prevailing statutory laws before the start of work for the full period of execution of works including the defect liability period. In case of delay in work, the contractor shall arrange to get the policies extended time to time at its own cost and submit the same to TCIL. Failing which, TCIL shall obtain these policies and recover such amount plus applicable TCIL charges as decided by TCIL, from RA bills of the contractor.

The contractor shall be solely responsible for all consequences, losses etc. due to their non-compliance in this regard

### **3.28 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.

### **3.29 PRICE BASIS**

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

3.29.2 Price quoted should be in Indian rupees, inclusive of all costs and charges as applicable, required for proper completion of works. 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.

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

3.29.4 Price shall be inclusive of all costs, charges, taxes, duties & levies etc as applicable including GST and price shall remain firm during the currency of project.

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

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

3.29.7 Evaluation of bid will be made based on total price inclusive of all taxes, stated in the tender.

### **3.30 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.

### **3.31 GST & EPF REGISTRATION**

The bidder must have valid GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder.

The bidder whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident fund code No. if any engaged by the contractor for the said work within the period specified.

### **3.32 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.

### **3.33 SAFETY AND LABOUR LAWS**

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, labour cess registration (so that desired amount can be paid to the concerned department), labour rules, regulations and notifications issued there under 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.

The contractor shall be fully responsible for observation for and compliance with all labour and laws applicable & all existing labour enactments and rules made thereunder, 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 as per CPWD works manual and shall indemnify and keep indemnified the "OWNER"/ Employer against effect of non observance of and non compliance with any such laws. The Contractor shall abide by the local laws and regulations governing labour applicable from time to time during continuance of the Contract.

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.

#### **Safety, Security and Protection: -**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the Client/ Engineer-in-Charge for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor

### **3.34 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.

### **3.35 Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, TCIL shall have the option of terminating the contract without levy of compensation to the contractor

### **3.36 Water and electricity for Works**

The contractor(s) shall make his/their own arrangements for water and electricity required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

### **Alternate water Arrangements**

The contractor shall be allowed to construct temporary wells in Government land for taking

water for construction purposes only ( if local laws allow for the same ) after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

### **3.37 Dismantled Material Govt/ Client. Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as TCIL/ Client's property and such materials shall be disposed off to the best advantage of TCIL/ Client according to the instructions in writing issued by the Engineer-in-Charge.

### **3.38 Changes in firm's Constitution to be Intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the

contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of the contract and the same action may be taken, and the same consequences shall ensue as provided in the contract in this regard.

### **3.39 Life Cycle Cost: -**

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by TCIL.

### **3.40 Contractor to Indemnify TCIL/ Client against Patent Rights**

The contractor shall fully indemnify and keep indemnified TCIL/ Client against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against TCIL/ Client in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify TCIL/ Client if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

**Appendix- 1 to General Conditions 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) The use of privately owned or privately hired machinery on contractor work can only be permitted after approval of Engineer-in-charges PD 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.
- (b) 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.
- (c) The maintenance and upkeep of hire machinery and tools and plants shall be responsibility of the contractor.
- (d) 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.
9. Guidelines prescribed by Indian Standards will applicable for Q.C. System.
  - 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.
9. The Contractor will procure cement required for the execution of work from authorized plant at his level and furnish the cement testing report/ certificate from NIT/ IIT / Government Engineering College.
10. The Contractor will procure all construction material required for the execution of work as per specifications mentioned in Tender from specific source and furnish the individual test reports/ certificates from NIT/ IIT / Government Engineering College at each and every time if source/ makes are differed from the earlier source/make.
11. Testing of construction material 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.

**END OF SECTION 3**

**SECTION – 4****SPECIAL CONDITIONS OF CONTRACT****4.1 SOURCE OF FUNDS**

NAVODAYA VIDYALAYA SAMITI (NVS) (An Autonomous Organization under Ministry of HRD) Dept. of School Education & Literacy, Government of India, has decided to undertake the works of “Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong” through funds arranged by them. The project/ referred work will be executed by TCIL as construction agency appointed by NAVODAYA VIDYALAYA SAMITI (An Autonomous Organization under Ministry of HRD) Dept. of School Education & Literacy Government of India on behalf of the owner.

**4.2 MOBILIZATION PERIOD AND PERIOD OF COMPLETION**

A mobilization period of 10 (ten) days 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 10th day from the date of issue of Letter of Intent (LOI) to start the work.

The time period for completion of aforesaid work shall be 09 (Nine) months from 10<sup>th</sup> day of the date of issuance of Letter of Intent. The contractor shall ensure to complete all the works in the provided time period as time is the essence of this contract.

**4.3 PERFORMANCE GUARANTEE (PBG)**

**4.3.1** The successful bidder is required to submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period 10 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'I' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. The Bank Guarantee to be submitted in the prescribed format issued by a Delhi Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on

the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

- 4.3.2** The Performance Guarantee shall be submitted by the contractor on format attached and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- 4.3.3** The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.
- 4.3.4** Further, retention equivalent to 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by employer by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 9 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
- The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 Lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lack. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld, if necessary, Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F.R Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 4.3 and 4.3.4

- 4.3.5** In Addition to The Performance Security, Additional Performance security (APS) shall also be taken from successful bidder in case of abnormally Low Bid as per slab given below

SL No	Range difference between the estimated cost put to tender and bid amount	"Additional Performance security" to be deposited by the successful bidder
i.	Below 5%	No Additional Performance security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to Tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to Tender and Bid Amount)

#### **4.4 RELEASE OF PERFORMANCE AND SECURITY DEPOSIT**

The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is later. The refund of retention shall be after successful completion of defect liability period.

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.

#### **4.5 MOBILIZATION 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.

#### **4.6 Mobilization Advance:**

(i) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work; subject to the availability of funds with TCIL from the mobilization advance received from the Client. Such advance shall be in two instalments. The first instalment of such advance shall be released by TCIL to the contractor on a request made by the contractor to TCIL in this behalf. The second instalment shall be released by TCIL only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of TCIL.

Before the mobilization advance is released, the contractor shall submit a Bank Guarantee Bond in the prescribed format from Scheduled Commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled commercial Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time by the contractor at his own cost to cover the balance amount and likely period of complete recovery. This Bank Guarantee should be issued by a Delhi Branch only from an SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, this BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.

The advance so paid to the Contractor shall only be used in execution of the works of this Contract including setting up of site office and site laboratory, mobilization of plant and machinery, scaffolding & shuttering materials etc.

#### **Interest & Recovery:-**

- (ii) The mobilization advances as mentioned above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. The recovery of mobilization advance shall be @ 25% of the work done in corresponding running bills, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- (iii) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (i) and (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

#### **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 PAYMENT TO THIRD PARTY**

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions: -

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the engineer-in-charge, ....., TCIL(PDNE-1) to pay directly on my/our behalf to ..... (name of the third party) an

amount of Rs.....(Rupees .....in words) for the work done or

supplies made by ..... (name of the third party).

I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number .....

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

**4.10 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor

**4.11 PART RATE PAYMENT**

Payment for items of work, which is partly completed, shall be allowed at part rates derived from the Contract rates.

#### 4.12 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.

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.

#### 4.13 RISK AND COST CLAUSE:

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 4.42 (when the contract can be determined) may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
  - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
  - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by TCIL/Client because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by TCIL in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by TCIL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to TCIL in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **4.14 CO-OPERATION WITH OTHER WORKING CONTRACTORS**

- 4.12.1 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.
- 4.12.2 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.

#### **4.15 Site Office cum Transit Camp & IT Infrastructure:-**

The Contractor will provide to TCIL at his own cost furnished Site Office cum Transit Camp (i.e. office tables, chairs, almirahs, Laptop (1 No), Desktop (1 No),, printer (1 No laser and colour), scanners (1 No), Telephone, internet facility, beds with complete bed roll, ACs, toilets, Fridge, Ceiling Fans, heaters, washing machine etc.) with minimum built up area of 1000 Sq. Ft. and suitably equipped with electricity., water supply, security and one 4-wheeler with driver, fuel and routine maintenance, from 10th day of issue of LOI till completion and handing over of the works In case the contractor fails to provide necessary facilities to TCIL staff as aforesaid, the Engineer-in-charge shall be at liberty to

make arrangement of the facilities and recover the costs incurred on behalf of the contractor from his/it's running bills and/or any other dues recoverable under the contract. The successful bidder shall, at its own cost, create the necessary IT infrastructure (on-site and/or off-site) for the close monitoring of the project progress.

In case the contractor fails to provide necessary facilities to TCIL staff as aforesaid, the Engineer-in-charge shall be at liberty to make arrangement of the facilities and recover the costs incurred on behalf of the contractor from his/it's running bills and/or any other dues recoverable under the contract.

#### 4.16 Technical Personnel:-

- a) The contractor shall provide and employ at his own cost the following technical staff during the execution of the works till successful completion and handing over of the work to the client.
- b) The minimum requirement of such technical staff and their qualification & experience shall not be lower than that specified as under: -

a) b) <b>Technical Personnel</b> c) h	Numbers	Min. Experience in building construction works	Amount to be recovered in case of default of non-deployment of
i) Assistant Engineer (AE):- Graduate in Civil Engg.	02	3 Years	Rs. 35,000/- per month per person
(ii) Junior Engineer (JE):- Diploma in Civil Engineering	02	3 Years	Rs. 25,000/- per month per person

- c) Engineer-in-charge will approve the CV of such engineers to be deployed by the contractor based on the ability, qualification and experience and 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.
- d) If the Engineer-in-charge asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating justifiable 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.
- e) The contractor, in any case, has to deploy minimum 50% of technical staff as mentioned above otherwise suitable action as deemed fit under the contract shall be taken against the contractor by TCIL. For non-deployment of the technical staff, the recovery of amount as mentioned above per month per person shall be made from the contractor's running payments and the amount so deducted on this

account shall be final and binding on the contractor. The Engineer-in-charge shall be at liberty to engage suitable staff against the same for the purpose till the successful completion and handing over of the works to the Client

- f) The Contractor shall not employ any retired Gazetted officer who has worked in any Govt. Engineering Department before completing the period of Three Years or as per latest Govt. guidelines/ orders etc. after the date of retirement. The Contractor shall comply with all the relevant laws/ orders/ guidelines etc. of Govt. regarding employment after retirement. Any non-compliance of such law/ order/ guidelines etc. and consequences thereof shall be the sole responsibility of the contractor.

#### **4.17 Employees and Contractors Risks**

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.

#### **4.18 Employers Risks**

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.

#### **4.19 Contractor's Risks**

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.

#### **4.20 Insurance**

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 3.26.

#### **4.21 Site Investigation Reports**

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.

#### **4.22 Queries about the Contract Data**

The Engineer will clarify queries on the Contract Data.

#### **4.23 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.

#### **4.24 The Works to Be Completed by the Intended Completion Date**

4.23.1 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.

#### **4.25 Approval by the Project Director**

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

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

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

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

4.24.5 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.

#### **4.26 Safety**

The successful bidder shall follow the Health and safety management as per CPWD work manual 2022/ GCC 2020.

#### **4.27 Possession of the Site**

The Contractor shall handover take possession of site after issuance of LOI from the employer and keep it free from all encroachments till completion and handing over of the work complete

#### **4.28 Access to the Site**

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

#### **4.29 Instructions**

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

#### **4.30 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.

#### **4.31 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.

#### **4.32 Management Meetings**

4.31.1 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.

4.31.2 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.

#### **4.33 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 preformed in his laboratory or elsewhere.

All the test charges shall be paid by the contractor.

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.

#### **4.34 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 notified 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.

#### **4.35 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.

#### **4.36 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.

#### **4.37 Cash Flow Forecasts**

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

#### **4.38 Payment Terms:**

Payments shall be made subject to the availability of funds from the Client. TCIL shall not be responsible for delay in receipt of funds from the Client. Procedure for payment is as under:

- (i) Running Account (RA) bills shall be submitted by the contractor for the work executed on the basis of recorded measurements, provided it is not

less than 10% of Contract Value or Rs 20.00 Lakhs, whichever is less. The RA bills shall be submitted by the contractor on or before the date of every month fixed for the same by the Engineer-in-Charge of TCIL.

- (ii) 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 will pay the Contractor (on receipt of the corresponding payments from the Client) the amounts he had certified for each bill.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.

**(vii) Payment of Final Bill:-**

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in- Charge, will be made within six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative; subject to availability of funds from the Client.

- (viii)** No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of subject Works/Projects, the contractor understands, agrees and undertakes:

- (i) that the payments terms are on back to back basis and the payment shall be released to the contractor by TCIL only if and when received by TCIL from

the Client and subject to submission of complete documents and invoices etc. by it.

(ii) that it will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by TCIL from the Client. TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.

(iii) the (day) date of delivery of goods and/or rendering of services by the contractor shall be the date of realization of payment from the Client once the goods and/or services are accepted by the client.

(iv) that if in the instant contract it is acting only trader/reseller/distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above

#### **4.39 Cost of Repairs**

4.37.1 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.

#### **4.40 Completion of Construction and Maintenance**

4.38.1 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.

4.38.2 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.

4.38.3 In case of multiple sites with different components (Project comprises with different locations with different components of a project, completion of any individual site / component 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, 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.

#### 4.41 Taking Over

4.39.1 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.

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

#### 4.42 Final Account

4.40.1 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.

4.40.2 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.

4.40.3 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.

4.40.4 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 4.40.3 above, the

Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

#### **4.43 Operating and Maintenance Manuals**

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

4.41.2 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.

#### **4.44 Termination/ When Contract can be Determined:**

##### **4.42.1 :**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

- (v) If the contractor shall offer or give or agree to give to any person in TCIL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for TCIL
- (vi) If the contractor shall enter into a contract with TCIL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with TCIL as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge shall have powers:
  - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of TCIL.

- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits: -

- (i) If the Tendered value of work is up to Rs. 1 Crore ----- 15 days.
- (ii) If the Tendered value of work is more than Rs. 1 Crore and up to Rs.9 Crore ----- 21 days
- (iii) If the Tendered value of work exceeds Rs. 9 Crore -----30 Days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party

#### **4.45 Payment upon Termination**

4.43.1 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 4.58 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.

4.43.2 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.

#### **4.46 Property**

4.44.1 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.

#### **4.47 Releases from Performance**

4.45.1 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.

#### **4.48 Labour**

4.46.1 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.

4.46.2 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

#### **4.49 COMPLIANCE WITH LABOUR REGULATIONS**

4.47.1 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 by 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/by 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.

- 4.50** 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.

#### **4.51 Drawings and Photographs of the Works**

- 4.49.1 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.

- 4.49.2 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. 1 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.

- 4.52** The contractor will have to deploy minimum technical Personnel as mentioned in the tender document.

#### **4.53 Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as are result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) owner shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however owner shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

**4.54 Payment on intermediate certificate to be regarded as Advances:**

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor

**4.55 The key equipment's/machinery for the works shall be:**

S. No.	Name of Equipment/ Machinery	Qty-
1	CONCRETE MIXER	02 Nos (Minimum)
2	WATER TANKER (WITH SPRINKLER)	02 Nos.(Minimum)
3	TRUCK/ TIPPER/ TRACTOR	As required
4	Other Miscellaneous T&P etc.	As required

**4.56** 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.

**4.57** 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.

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

**4.59** 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.

**4.60** 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.

**4.61** 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.

- 4.62** 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.
- 4.63** The contractor will submit C.A.R & workmen compensation policy papers in original to the TCIL in accordance with the NVS requirement and prevailing statutory laws before start of work. Failing which, TCIL shall obtain these policies and recovered the amount from R/A bill of contractor.
- 4.64** The Contractor shall carry out the whole work in the most systematic and workman like manner, strictly as per the architectural drawings (duly approved by NVS), specifications and instructions/ guidelines issued from time to time by the Owner. CPWD specifications 2019 - Vol. I & Vol. II & Vol. III with up to date corrections or latest CPWD specifications and latest relevant CPWD specifications for electrical works with up to date correction slips, latest editions of relevant IS Code with up to date correction slips and sound engineering practices should be followed.
- 4.65** The Contractor shall take up the work in such a manner so as to make available the accommodation or the work as per the priority to be fixed by the TCIL/owner at the time of start of the work and complete all buildings with essential services (internal and external) within the stipulated time of completion.
- 4.66** The Contractor shall arrange to carry out all mandatory tests on construction materials as prescribed in CPWD specifications and BIS Code of practice and maintain all such records of mandatory tests conducted to ensure the quality of work. The Contractor shall produce copy of test reports regularly to TCIL/NVS during inspection of works and whenever desired otherwise also.
- 4.67** The Contractor shall be fully responsible for quality, technical/ structural soundness and effective & efficient construction management of the work. It shall ensure that all drawings issued by the TCIL are thoroughly examined as per the prevailing site conditions before actual execution and any deficiency/ defect and/ or suggestions for improvement to suit the local conditions may be brought to the notice of the TCIL in writing and his approval shall be obtained before execution. No deviation from approved drawings/ designs, specifications etc. shall be carried out without written approval of the TCIL/NVS, HQ. Any deviation from this shall make the Contractor fully responsible to bear the extra cost involved, if any.
- 4.68** Contractor shall not assign or transfer or part with any of the rights, duties and obligations under the agreement wholly or partly to any other agency without the prior consent of the TCIL
- 4.69** The work shall be carried out as per standard drawings, design BOQ and latest CPWD specifications with up-to-date correction slips, I.S Codes. Of practice, sound engineering practices and general guidelines and

instructions issued by TCIL /Owner (NVS) time to time

- 4.70** TCIL/ owner reserves the right to inspect the work through its Engineers/ Officers or any other agency authorized by them from time to time. TCIL/Owner will communicate such observations, if any, for compliance by the Contractor.
- 4.71** If required under the contract, the Contractor shall carry out the work of water proofing treatment through specialized firm, who shall submit the 10 years guarantee bond against leakages/ dampness on a Rs. 100/- stamp paper to the TCIL as per Performa specified by TCIL/ Client. The guarantee shall include rectification of works within the guarantee period of 10 years free of cost if leakage/ dampness is reported by the TCIL. Guarantee bond shall be tripartite agreement form.

The Contractor will be responsible to the TCIL for ensuring enforcements of these guarantees.

**END OF SECTION 4 –**

**SECTION- 5**

**Name of the Work:** - "Construction of Regional office Building Navodaya Vidyalaya Samiti Shillong Meghalaya".

**Scope of Work:** - The scope of work includes all required activities for proper completion of the aforesaid work as directed by the Engineer-in-Charge in accordance to the BOQ. Scope of Works majorly includes:

1. Construction of Regional office Building of RCC framed structure with plinth area as 1077.21 Sqm in accordance with approved drawings , Layout plan and BOQ.
2. Construction of Electrical Substation RCC framed structure with plinth area as 40 Sqm accordance with approved drawings , Layout plan and BOQ.
3. Construction of Pump house RCC framed structure with plinth area as 12 Sqm in accordance with approved drawings , Layout plan and BOQ.
4. Supply and Construction of furniture, interior works , Gate, Guard room , external services including Retaining wall as per the approved drawings , Layout plan and BOQ.
5. Construction of Guest House(Single Storey ) of RCC framed structure with plinth area as 80.00 Sqm in accordance with approved drawings , Layout plan and BOQ.

All works shall be carried out as per the standard technical specifications, BOQ and related details as per instructions of Engineer-in charge of TCIL. The work is to be performed as per the specifications and 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 station 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", and Meghalaya Building By-laws 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 State/ District specification or Sound engineering practice, as determined by the Engineer, in that order should be followed.
- (E) Third Party Quality Assurance (TPQA) shall be carried out in accordance with the CPWD work manual through IIT/NIT/Reputed Govt. Engineering college at the stage of 30%, 60%, 90% & 100% and report shall be submitted to NVS (HQ) with building wise recommendations /suggestions.
- (F) If required under the contract, the Contractor shall carry out the work of water proofing treatment through specialized firm, who shall submit the 10 years guarantee bond against leakages/ dampness on a Rs. 100/- stamp paper to the TCIL as per Performa specified by TCIL/ Client. The guarantee shall include rectification of works within the

guarantee period of 10 years free of cost if leakage/ dampness is reported by the TCIL. Guarantee bond shall be tripartite agreement form.

**Note:**

1. The design, drawings, standards and guidelines of the IS Codes / PWD / CPWD/ NVS Circular (if any) are to be followed for works
2. List of Makes are attached separately. Contractor is bound to follow the list of makes/ specifications of the various materials. Any change shall be after written approval from Engineer-in-charge only.

Note: The preferred makes are not restrictive in nature and can accommodate any local brand/makes as per the site or project condition. The usage of these alternative brands/makes would be subject to meeting technical parameters as per relevant IS Code/ CPWD approval and the approval of competent authority.

**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 & as per approved Make List 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 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 State/ District specifications or Sound engineering practice,as determined by the Engineer, in that order should be followed.

**Note:** The approved design, drawings, standards and guidelines of the IS Codes /CPWD are to be followed for works.

**LIST& MAKE OF VARIOUS ITEMS/PRODUCTS TO BE USED:-**

**A. Civil Works:-**

S.No.	Material /article	Confirming IS Code	Manufactures/agencies/brand/make
1.	Cement	IS8112:1989	OrdinaryPortlandCement43grade (Con formingtoIS:8112)from reputed manufactures of cementsuch as A.C.C. Jaypee Cement, J.K.Cement, Ultratech, Shree Cement, Gujarat Ambuja Cement and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their productwhose name shall be got approved From Engineer-in-charge.
2.	Steel Reinforcement	IS1786:2008	Steel reinforcement bars confirming to relevant BIS codes from main producers as approved by the Ministry of steel, Thermomechanically treatedbarsFe-500Grade confirmingtoIS1786:2008 from approv ed brands like SAIL, TISCO, RINL, Shyam Steel (Shyam Steel Industries Limited)
3.	Structure Steel		SAIL, TISCO, RINL
4.	Corrugated Sheet	IS277:2003	TATA, ESSAR, SAIL
5.	Float Glass(transparent)	IS14900:2000	TATA, Modiguard, Saint Gobain
6.	Aluminum extrudedsections	IS733:1983& IS1285:2002	Jindal, Indal, Hindalco
7.	Aluminum plain sheets	IS733:1983& IS1285:2002	Jindal, Indal, Hindalco
8.	Pre laminated Particleboard	IS12823:1990	GVK, Novopan, Ecoboard, Archid, Century
9.	Block Board	IS1659:2004	Century, Greenply, Archid
10.	CommercialPly	IS303:1989	Century, Greenply, Archid
11.	Aluminumslidingdo orbolt	IS2681:1993	Jyoti, Argent, Everest



12.	Aluminum Tower bolt	IS204(Part-1): 1991	Jyoti, Argent, Everest
13.	Aluminum Handles	IS208:1996	Jyoti, Argent, Everest
14.	PVC Rigid foam sheet		Rajshri req.
15.	Hydraulic floor Spring	IS6315:1992	Hitech, Sandhu, Hardwyn
16.	Pre-cast terrazzo tiles	IS1237:1980	NTC, A-1, GTC
17.	PVC pipe	IS4985:2000	Supreme, Finolex, Prince
18.	PVC fittings	IS14233:1999	Supreme, Finolex, Prince
19.	Ceramic glazed wall tiles	IS13712:1993	HR Johnson, Kazaria, Orient, Somany

**B. ELECTRICAL WORKS:**

S. No.	Items	Conforming IS Code	Make
1	FRLS PVC insulated copper conductor	IS 694:1990/IEC 60227-1 to 5 (1979)	Havells/RR Kabels/KEI/Polycab/Skytone
2	PVC / Steel Conduit (duly ISI marked)	IS 9537 (Part 1): 1980/ IEC 60614-1 (1978)	Setia/ AKG/ BEC
3	Piano type switch / socket	IS 3854:1997	Havells/Kinjal/Anchor
4	Phenolic laminated sheet cover		Hylem/Formica/ Skylam
5	MCB Distribution board	IS 2675:1983	Havells/ Legrand/ C&S/ L&T/ Siemens
6	MCB / MCCB	IS 13032:1991	Havells/ Legrand/ C&S/ L&T
7	Brass compression gland/ Thimble		Dowells/ Comet/ Action
8	G.I. Wire/ G.I. strip		Hot dipped galvanized wire
9	Indoor cubical type panel board	IS 5039:1983	Tricolite / Advance Panel & Switchgear Pvt. Ltd/ Neptune/ ASPL/ Risha (All Duly CPRI approved workshop)
10	G.I. Pipe (duly ISI marked)	IS 1239 (Part1)	Jindal Hisar/ ITC/ TATA STEEL
11	Bend, elbow, socket, union, clamp		Duly ISI Marked
12	Indicating LED Lamp	IS 16102 (Part I & II)	L&T /Siemens/ ABB/ Schneider/ Rishab/ Philips
13	Various wattages Energy efficient LED luminaries.	IS 10322 (Part 1) : 1982/ IEC 598-1 (1979)	Crompton/ Havells/ Philips

14	LT armoured power cables- Aluminium conductor	IS 694:1990/IEC 60227-1 to 5 (1979)	Finolex/ Havells/ Universal/ Polycab
15	Inverter system	IS 13314	Sukam/ Microtek/ Luminous
16	Heavy duty ceiling fan/ exhaust fan	IS 374:1979	Almonard/ Crompton/ Havells/ Usha
17	Pressure type fire extinguishers	IS 15683:2006	Lifeguard/ Omex/ Ceasefire
18	Submersible pump set	IS 8034-1989	KSB/ Kirloskar/ Groundfos
19	Copper conductor flat submersible cable	IS 694:1990/IEC 60227-1 to 5 (1979)	Finolex / Havells / Universal / Polycab / Skytone
20	DOL starter	IS 8544 (Part 1): 1977	Havells / L&T / Rishabh / KSB
21	Ammeter/ Voltmeter	IS 1248 (Part 2): 2003/ IEC 60051-2 (1984)	L&T / Rishabh / HPL / Vaishno / AE
22	Overload relay/ Power contactor		L&T/BCH/GE /Havell's / HPL
23	Single phase Preventer		Minilec /L&T/ HPL
24	Lead Acid SMF battery	IS 14257	Exide/ SF/ AMRA RAJA
25	Motor/ Pumps	IS 9542-1980	Kirloskar/ Havells/ Crompon Green/KSB
26	25 KVA DG Set (Air cooled/ water cooled)	Engine- IS10001 Alternator- IS 13364 (part-1)	Kirloskar / Cummins/Eicher
27	Fluorescent luminaries	IS 10322 (Part 1) : 1982/ IEC 598-1 (1979)	Crompton/ Havells/ Philips

**Note:** The preferred makes are not restrictive in nature and can accommodate any local brand/makes as per the site or project condition. The usage of these alternative brands/makes would be subject to meeting technical parameters as per relevant IS Code/ CPWD approval and the approval of competent authority.

END OF SECTION -5

**Section-6**

**Annexure-1**

**BID SUBMISSION FORM**

Offer No.:TCIL/CIVIL/PD(NE-1)/NVS/2024/01

Date:08.03.2024

To  
The Project Director (NE-1 )  
Telecommunications  
Consultants India Limited  
Guwahati , Assam -783011

Dear Sir,

In response to your Tender No. \_\_\_\_\_, we hereby submit our offer herewith.

1. Bidder Name

:
2. Website Address

:
3. Email Address

:
4. Address for Communication

:
5. Telephone Number

:
6. Fax/Telefax Number

:
7. Authorised Person -

Name

:

Designation

:

Mobile No.

:

Email ID

:
8. Alternate Person

Name:

:

Designation

:

Mobile No.

:

Email ID

:
9. PAN Number

:

10.

GST Regn. No. with Address

:

11.

Beneficiary's complete Bank Details.

Bank Account No.

:

IFSC / NEFT Code

:

Name of the Bank

:

Address of the Branch

:

12.

Particulars of EMD

Amount

:

Rs.

Mode of Payment (DD/BG)

:

DD/BG No.

:

Date

:

Name of the Bank

:

Address of the Bank

:

Validity of BG

:

13.

Particulars of Tender Fee

Amount

:

Rs.

DD No.

:

Date

:

Name of the Bank

:

Address of the Bank

:

14. Turnover of the Bidder in last 3 years:-

Year	Year Annual Report attached at Page No.	Turnover in Rs. (Lakh)
Average Turnover		

15. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

\_\_\_\_\_

16. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

\_\_\_\_\_

17. 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 the 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.

Place:  
Date:

Signature of Authorized Signatory with Seal  
Name:  
Designation:

**Annexure –2**

**Financial Information**

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

	Description	2020-21	2021-22	2022-23	Average annual turnover
		A	B	C	(A+B+C)/3
(i)	Annual turnover on <b>Construction works</b>				
(ii)	Profit/Loss				

**Seal and Signature of Applicant**

**Annexure –3**

**Details of machineries/ equipment available**

S.No.	Name of Equipment	Make/model /Capacity	Quantity	Condition	Status (Owned/ Leased/Hired)
1	Concrete mixers /Pump				
2	Transit Mixer				
3	Excavator (JCB)				
4	Steel propping				
5	Shuttering Materials				
6	Bar cutting & bendingmachine				
7	Needle Vibrators				
8	Tractors, trolley				
9	Welding machine				
9	Plate compactor				
11	Any other				

The list is not exhaustive and any other machinery / equipment required for successful and timelyCompletion of project shall be arranged by the Contractor.

Signature of Applicant



**Annexure –4****Details of Man Power available**

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

Signature of Applicant

**Annexure-5****Details of Similar Works Completed During Last 7 (Seven) Years**

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

Signature of bidder

**Annexure-6****Details of similar works in progress**

Sr. No.	Name of work/ Project & Location	Owner of organization	Value of work in lakhs	Date of commencement as per contract	Stipulated date of completion	Name and address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8

Signature of applicant

**Annexure-7****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 a under:

1. That I am the Proprietor/authorized signatory of M/s. \_\_\_\_\_ having its Head Office / Registered. Office at \_\_\_\_\_
2. That the information/documents / Experience certificates submitted by M/s. \_\_\_\_\_ along with this tender for **“Construction of Regional office Building , Navodaya Vidyalaya Samiti Shillong ”** 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 (i.e.). 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 outrightly and also debar me/M/s. \_\_\_\_\_ from participating in any future tenders.

**DEPONENT**

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

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

**DEPONENT**

**ANNEXURE – 8****DECLARATION**

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

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the construction works.

I/We hereby submit bid for (Name of Work-----) within the specified time schedule.

I/We agree to keep the bid open for hundred one twenty (120) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the c o n s t r u c t i o n as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the construction works specified I/We agree that the said TCIL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit and / or Performance Guarantee absolutely otherwise the said Earnest Money Deposit and / or Performance Guarantee shall be retained by them towards Security Deposit to render all construction works referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

**Signature of the  
Bidder Seal of Bidder**

Place

:Date:

**ANNEXURE -9****FORM OF AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Between**

**Telecommunication Consultants India Ltd.**, a Government of India Enterprise and a company registered under the Indian Companies act 1956 and having its Registered & Corporate Office a TCIL Bhawan, Greater Kailash-1, New Delhi-110048 (hereinafter called "TCIL") which expression unless repugnant to the context or subject shall include its successors and its permitted assigns, of one part.

And

.....(Proprietary firm)having its registered office at  
..... (hereinafter referred to as 'contractor') which expression unless repugnant to the context or subject shall mean and include its successors & assigns, of the other part.

TCIL & Agency are collectively referred to as "Parties" & individually as "Party".

Whereas **Navodaya Vidyalaya Samiti (NVS)**, an autonomous organization under the Department of School Education and Literacy, Ministry of Education (MoE), and having is at registered office at avodaya Vidyalaya Samiti, B-15, Institutional Area, Sector 62, Noida, Uttar Pradesh 201307 (hereinafter referred to as "Client"/Owner "NVS") has awarded the works to TCIL as "**Construction of Regional office Building , Navodaya Vidyalaya Samiti Shillong**" (hereinafter referred as "Work")

Whereas TCIL had invited an open tender.....**vide NIT No.:** ..... wherein the contractor ..... had agreed to carry out the works at **Rs. .... /- (Rs. .... in words)** inclusive of all charges, taxes, duties or any levies as applicable including GST@18%.

Whereas TCIL is desirous that Contractor shall execute the work as per NIT documents No. :.....for "....."

NOW THIS AGREEMENT WITNESSES as follows:

1. In the Agreement, words and expressions have the same meanings as are respectively assigned to them in the conditions of contract/ documents 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) Tender Documents of NIT No. :.....& Corrigendum(s)
  - b) The conditions and specifications of the Client as contained in the tender documents
  - c) The Letter of Acceptance vide Letter no ..... from agency and Letter of Intent vide letter no.....issued by TCIL.

d) Bid dated ..... submitted by the agency against NIT No. .... and subsequent clarifications, negotiations & correspondence between the parties in this regard.

e) The Agency's offer containing the following volumes:-

Tender No : .....

- (i) Volume-I: Technical Bid (NIT)
- (ii) Volume-II: Financial Bid (Price Bid)
- (iii) Volume-III: Technical Specifications, Make List & Scope of Works
- (iv) Volume-IV: Site Detail with google map location

3. In case of any inconsistency in documents, priority of contract document shall prevail as per the sequence stated in clause no. 3.8.2 of NIT No. ....

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

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

6. Payment terms shall be governed by the tender clause 4.38 of NIT No.....

7. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of subject Works/Projects, the contractor understands, agrees and undertakes that the Payment terms shall be governed by the provision clause no. 4.38 of NIT No..... However, Contractor has clearly understood & agreed that

(i) That the payments terms are on back to back basis and the payment shall be released to the Contractor by TCIL only if and when received by TCIL from the client and subject to submission of complete document and invoices etc. by it

(ii) That it will not demand or make any claim under and law with respect to that pending payment till the time corresponding payment is received by TCIL from the client. TCIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payment by the client.

(iii) The date of delivery of goods and /or rendering of services by Contractor shall be the date of realization of payment from the client once the goods and /or services are accepted by the client.

(iv) That if in the instant contract it is acting only as tender and/or engaged in a WORKS contract no benefits under MSME ACT 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on an account of acceptance of back-to-back payment terms as above.

Further,

(v) The Agency (bidder) fully understands and is aware that the Project is being executed for the ultimate benefit of the Client/ Owner, NVS, who is the Principal Employer and that TCIL has awarded the works/Project on back to back basis or as PMC/ Executing Agency/

Construction Agency at terms & conditions as per MOU/agreement with the Client. The Agency agrees and understands that the agency is executing the works of the Client as per the terms, conditions and specifications of the tender floated by the Client or where TCIL is working as PMC or Executing Agency/ Construction Agency, as per terms & conditions of the tender floated by TCIL on behalf of the client or by client, as the case may be. The Agency (bidder) fully understands and agrees that role of TCIL is of PMC/Executing Agency/ Construction Agency only or to supervise the execution of contract only, whereas the actual execution to be done by the Agency (bidder).

(vi) The Agency expressly agrees that the Client is ultimately liable for timely payments or releasing funds timely and it shall not make TCIL responsible or liable for any default of the Client in this regard. TCIL shall only endeavor its level best to request the Client to release the payments of the Agency or make funds available for such payments in time as per agreement.

(vii) Any delay or default on the part of the Client in making timely payments or releasing funds timely or any omission or commission of any action by the Client shall not make TCIL liable for either the payment of the principal amount, wholly or in part, as the case may be, or towards any payment of interest or other amounts, whatsoever, which shall otherwise be payable by TCIL to the Agency in its normal liability to pay to the Agency for the execution of the contract.

(viii) In case of any dispute between the parties, the parties expressly agree that the Award passed by the Arbitral Tribunal/Sole Arbitrator shall not carry any Interest on the awarded amount from the date of cause of action till the date of the Award.

(ix) The Agency agrees that whole cost of arbitration would be borne by the Agency since the Agency agrees that TCIL is not responsible for the payment of the dues of the Agency, if the corresponding payment has not been made by the client or funds for payment of their dues are not received from the Client.

8. The benefit in case of Force Majeure event as stated at Clause no. 3.9.1 of Vol-I Technical Bid ..... shall be extended if such an event is accepted by the client and due extension/ benefit granted to TCIL.

9. 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 Only and to all Courts at Delhi having jurisdiction in appeal there from as stated in Clause no. 3.34 of NIT No. ....

This agreement shall be deemed to have come into force with effect from the issuing date of LOI issued by TCIL to the Contractor vide letter no. ....and shall remain into effect till the date of completion of the works as per main contract and receipt of payment thereof. All obligations hereunder shall only apply during the Term of this Agreement and to such obligations and commitments in the relation of the projects, as may have undertaken by the parties during the term with validity exceeding the term.

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

**For and on behalf of**

**For and on behalf of**

**M/s Telecommunications Consultants India Ltd.**

**M/s .....**

( )

( )



(signature, name & address)

**Witness**

1.

2.

(signature, name & address)

**Witness**

1.

2.

**ANNEXURE-10**

**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 LOI/ Purchase 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 Contractor having unequivocally accepted to execute the works as per terms and conditions given in the Agreement dated \_\_\_\_\_/LOI/ Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ and TCIL having agreed that the Contractor shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 3% (three percent) of the value of the LOI/ Purchase Order i.e. for \_\_\_\_.

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

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

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/LOI/PO/tender by the Contractor.

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  
Contact  
details.

**Annexure-11****No-Conviction Certificate****[To be submitted on the Letterhead of the Bidder]**

No.

Date:

To,

Joint General Manager (Civil)  
Telecommunications Consultants India  
Limited  
Guwahati , Assam - 783011

Sub: Self declaration of not been blacklisted for Tender No. ----- dated -----

This is to notify you that our firm / company/organization<provide Name of the firm/company/Organization> intends to submit a proposal in response to NIT No dated ----- - for -----

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods/services as required under this EOI/RFP/NIT.
- b. We are neither banned /debarred /blacklisted/put on holiday list nor action for banning / debarment /black/holiday listing has been initiated by any Central/ State Government/ agency of Central / State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours Sincerely,

(Signature of the Authorized signatory of the Bidding

Organization)Name:

Designation:

Business

Address:

Date:

Seal:

**ANNEXURE-12****NET WORTH CERTIFICATE***(From Chartered Accountant)*

No:

Dated:

It is to certify that as per the audited balance sheet and profit & loss  
account during the financial year 2022-23, the net  
worth of M/s

\_\_\_\_\_(Name and Registered Address of Individual / Firm  
/ Company), as on 31.03.2022 is Rs. \_\_\_\_\_/- after considering  
all liabilities.

**Signature of Chartered**

**Accountant Name of Chartered**

**Accountant Membership No. of**

**ICAI**

**Date and**

**Seal UDIN:**

**ANNEXURE-13****BANK GUARANTEE (MOBILIZATION ADVANCE)**

Guarantee No. \_\_\_\_\_

Amount of Guarantee Rs. \_\_\_\_\_

Guarantee cover from (Name of the Bank) \_\_\_\_\_

Last date for lodgment of claim(s) \_\_\_\_\_

No. of pages in the B.G., including this page \_\_\_\_\_

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ having one of its Branches at \_\_\_\_\_ acting through its Manager (hereinafter called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s. Telecommunications Consultants India Ltd., (A Government of India Enterprise) registered under the Company Act 1956, having its office at TCIL BHAWAN, GREATER KAILASH-I, NEW DELHI – 110 048 (hereinafter called "TCIL" which expression shall include its successors and assigns).

WHEREAS TCIL has awarded the construction work of \_\_\_\_\_ vide Tender No. \_\_\_\_\_ (hereinafter called the Works) to M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called "the Contractor" which expression shall include its successors, executors and permitted assigns).

AND WHEREAS in accordance with the terms of contract work, TCIL at the request of the Contractor has agreed to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) equivalent to or less than \_\_\_\_\_ % of the contract value, as the case may be, for utilizing it for the purpose of contract work on his furnishing a guarantee acceptable to TCIL.

AND WHEREAS THE BANK at the request of the Contractor has agreed to give his guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1. We, the Bank hereby unconditionally and irrevocably undertake to pay to TCIL on demand and without demur to the extent of said sum of Rs. \_\_\_\_\_ only on the date of invocation of this guarantee. Any claim made by TCIL on us within the guarantee amount shall be final and binding on us.
2. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of TCIL in writing and agree that for any change in the constitution or liquidation or winding up or dissolution or insolvency of the Contractor, the said Bank shall not be discharged of its liability hereunder.
3. Notwithstanding anything contained hereinbefore, the liability of this Bank in respect of this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall remain in force till \_\_\_\_\_ unless an action/claim is made on us in writing within 60 days from this date i.e. up to \_\_\_\_\_ and all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE: -

**ANNEXURE-14****FINANCIAL DATA****NAME OF THE BIDDER:-**

S. No.	Description	Financial Data for last 5 Financial Years				
		2022-23	2021-22	2020-21	2019-20	2018-19
1.	Total value of Construction works as per Audited Financial Statements					

**NOTE:-**

- (i) Attach all copies of Audited Financial Statements of the last five Financial Years.
- (ii) The Financial data as per above schedule shall be certified by the Chartered Accountant/ Statutory Auditor in original under his signature, stamp and membership number.
- (iii) Historic Financial Statement must be complete, including all notes to the financial statements.
- (iv) In case, the audited Balance Sheet for the last Financial Year is not made available, the bidder shall submit an affidavit certifying that 'the balance sheet has not been audited so far'. In such a case, the Financial Data of previous 4 Financial Years will be taken into consideration for evaluation. If Audited Balance Sheet of any year other than the last year is not submitted, the bid of such bidders will be considered as non-responsive.



**ANNEXURE-15****WORKS IN HAND****NAME OF THE BIDDER:-**

Name and brief particular of the Contract	Name of the Client with Telephone, Mob. No. and EmailIDs	Contract Value in Rs. (give the value of work assigned to the bidder)	Value of balance works yet to be done in Rs. (as on the day of bid submission)	Date of Completion as per Contract agreement	Expected Completion Date	Delay, if any, with reasons	Value of work to be done in <u>next 12 months</u> w.e.f. (as on the day of bid submission)

						TOTAL	

**NOTE:-**

The Financial data in above prescribed format shall be certified by Chartered Accountant/ Statutory Auditor in original under his signature, stamp and membership no.

**ANNEXURE-16****BID SECURITY BANK GUARANTEE (EMD) FORMAT**

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... For the supply of ..... Vide Tender No ..... dated ..... KNOW ALL MEN by these presents that WE ..... OF ..... Having our registered office at ..... (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - fails or refuses to execute the Contract, if required; or
  - The successful bidder fails to submit performance security within the prescribed time. or
  - The proceed of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

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

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

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch  
Fax No. of Branch

**SECTION-17****AUTHORIZATION LETTER****Format for Authorization letter to be submitted by Bidder**

Know all men by these presents that we (name of Company) \_\_\_\_\_  
 \_\_\_\_\_, incorporated in India under the Companies Act, 1956 and having  
 its Registered Office at \_\_\_\_\_. (India) ("Hereinafter called the  
 Company") DOTH hereby nominate, constitute and appoint  
 (Name, Designation)

\_\_\_\_\_, S/o \_\_\_\_\_ to be true and lawful  
 authorized signatory in fact and at law of the Company for and in the name and  
 on behalf of the

Company, to do, execute and perform all or any of the following acts, deeds,  
 matters and things namely:-

1. To represent the Company to all intents and purposes in connection with  
 the matters pertaining to signing & submission of (EOI No, EOI Date, EOI  
 Description) \_\_\_\_\_,  
 \_\_\_\_\_ and all affairs ancillary  
 or incidental thereto.

2. AND the Company hereby agrees that all acts, deeds and things lawfully done  
 by the said authorized signatory shall be construed as acts, deeds and things  
 done by the Company itself and the Company hereby undertakes to ratify and  
 confirm all and whatever its authorized signatory shall lawfully do or cause to  
 be done for

and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name, Designation) \_\_\_\_\_ of the  
 Company acting for and on behalf of the Company under the authority conferred by  
 the Board of Directors of the Company in its \_\_\_\_\_ meeting held on (Date) \_\_\_\_\_

has signed this Authorization Letter at (place)\_\_\_\_\_on  
this (Date)

\_\_\_\_\_.

The signatures of (Name , Designation)\_\_\_\_\_given below are  
hereby certified.

Signature : \_\_\_\_\_

SIGNATURES OF (Name , Designation): \_\_\_\_\_

CERTIFIED:

Signature: \_\_\_\_\_

**WITNESS:-**

Signature: \_\_\_\_\_

(Name , Designation): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION-18****MAKE IN INDIA UNDERTAKING****A. Bidder shall furnish following self-certificate on its letter head along with their techno-commercial bid.**

"We M/s \_\_\_\_\_ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. \_\_\_\_ dated \_\_\_\_\_ against TCIL Tender No. -----

----- dated..... Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

S#	Description of Items / Products services	Make	Model	location(s) at which the local value addition is made

**A. If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company** (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against TCIL Tender No. -----  
 ---- dated \_\_\_\_\_ by M/s. \_\_\_\_\_ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

**For Details Govt. of India Order NO. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.**

**ANNEXURE – 19**  
**FORMAT FOR CERTIFICATION OF GENUINENESS**  
**[To be submitted on the Letterhead of the Bidder]**

**No.****Date:**

To,  
Joint General Manager (Civil)/ PD (NE-1)  
Telecommunications Consultants India Limited  
Guwahati-781011

Sub: Undertaking for Certification of Genuineness for Tender No. ----- dated -----

I am \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_ having registered office \_\_\_\_\_ undertake that all the documents/certificate/information submitted by me against the tender for the work of “ Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong” are genuine.

In case any of the documents/certificate/Information submitted by bidder is found to false or forged action as deemed fit may be initiated by TCIL at the sole discretion.

Yours faithfully,  
(Signature, name and designation  
of the Authorized signatory)

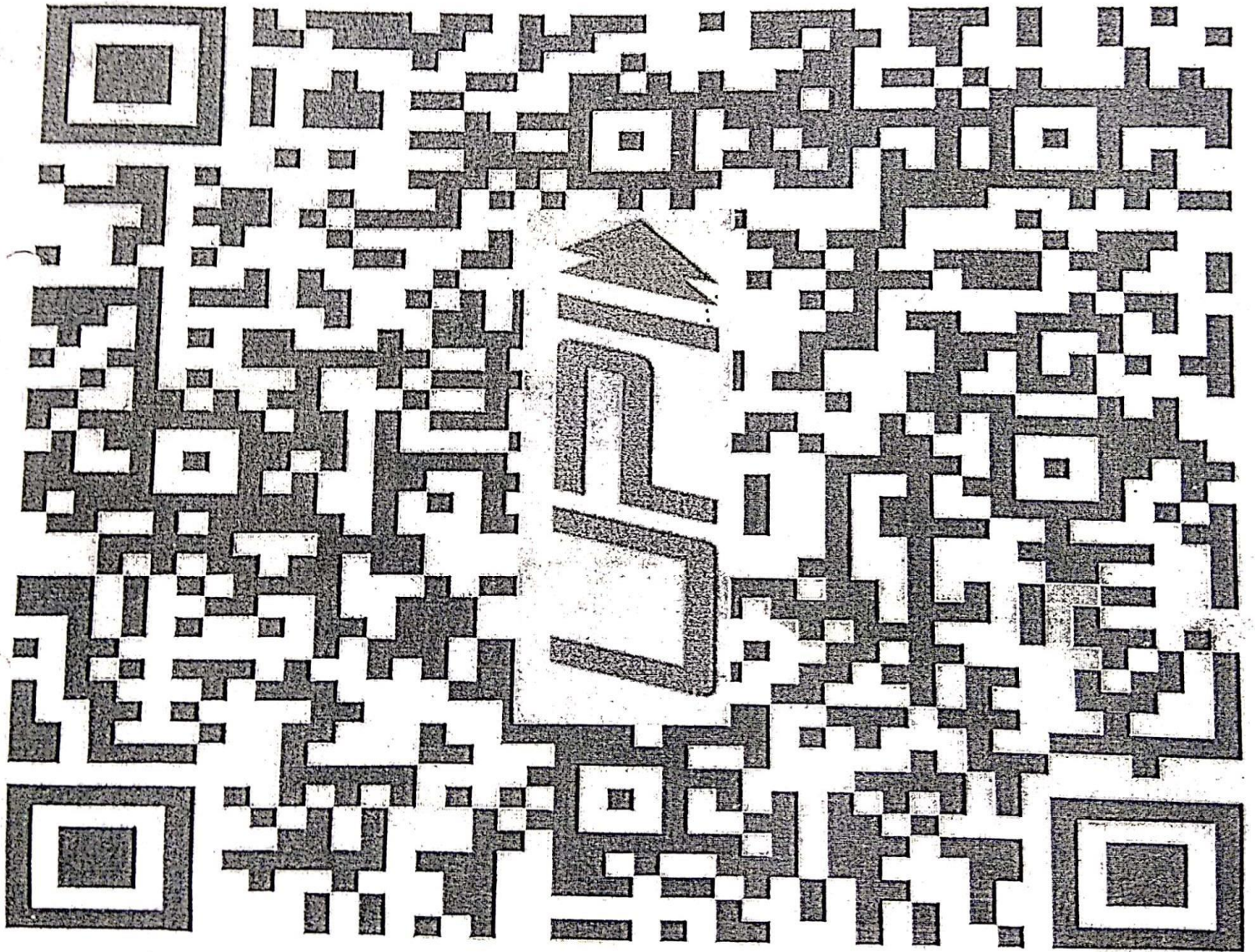
**SECTION-20**  
**TENDER CHECKLIST**

S. No	Document	Submitted (Yes or No)
1	Tender Fee	
2	EMD (BG/DD/NEFT etc.)	
3	Authorization Letter/Board Resolution	
4	MAKE IN INDIA Undertaking	
5	Certificate of Incorporation/ Registration/ Partnership Deed or any other	
6	Financial criteria	
7	Similar Experience Criteria	
8	Pan & GST	
9	Insolvent Undertaking	
10	No-Conviction Certificate	
11	Land Border Sharing Declaration	
12	Undertaking from Vendors for non-cancellation of Purchase Order(s) on risk and cost on risk & cost basis or non-performance.	
13	PF Registration	
14	Labor Laws Compliance Undertaking	
15	Genuine Documents Undertaking	
16	No-Deviation Certificate/ Clause-by Clause Compliance	
17	Integrity Pact document as applicable	
18	Bid Submission Form	
19	Any Other Undertaking/ document as per EOI.	

**END OF SECTION 6**



TCIL QR Code (linked to ICT CT-5880) (25)



TCIL VPA ID – tcil80@ICICI

## **INTEGRITY PACT**

### **General**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between on one hand, **Telecommunications Consultants India Limited (TCIL)** acting Through, \_\_\_\_\_ (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 \_\_\_\_\_ (Name of the company) represented by \_\_\_\_\_ /Authorised 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/Joint Venture/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, T HEREFOR E

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**

- i. 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).
- ii. 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.

- iii. 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.
- iv. 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.

#### **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 :-

- i. 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).
- ii. 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.

- iii. Foreign BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- iv. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract(s).
- v. 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.
- vi. 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.

- vii. 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).
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. 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 shall not pass any information provided by the BUYER as part of business relationship to others and not to commit any offence under PC/IPC Act.

- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii. 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.

- xiii. 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.
- xiv. The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.
- xv. 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.
- xvi. The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact in case of further sub-contracting by the bidder. The BIDDER will undertake the responsibility of the adaptation of IP by all their sub contractor(s).
- xvii. 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 cartelization in the bidding process.



### **3. Previous Transgression**

- i. The BIDDER declares that no previous transgression occurred in the previous 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.
- ii. 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.

### **4 Sanctions for Violations**

Any breach of the aforesaid provisions by the BIDDER or anyone 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 anyone 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 c a n c e l all o r a n y 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 d e b a r t h e B I D D E R f r o m 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).

The BUYER will be entitled to take all or any of the actions mentioned at Para 4 (i) to (xi) of this Pact also on the Commission by the BIDDER or anyone 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.

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.

For any breach of the provisions of Clauses 1 i) to 1 iii) by the Buyer, action as mentioned at Clause 1 iv) shall be applicable.

## **5 Independent External Monitor ( IEMs)**

- i. 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.

- ii. 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.
- iii. 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.
- iv. Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- v. 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.
- vi. 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.
- vii. 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.

viii. The IEM will submit a written report to the CMD, TCIL **within 30 days** from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

## **6. 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.

## **7. 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).

## **8. Other Legal Actions**

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

- iii Bidder signing the IP shall not approach the courts while representing the matter with IEMs and the bidder shall wait for their decisions in the matter.

## **9. Validity**

- i. The validity of this Integrity Pact shall be from the date of its signing till final completion of the project that is the complete execution of 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.
- ii. 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.
- iii. 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.
- iv. Changes and supplements need to be made in writing.
- v. If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of a Joint Venture, all the members of the joint venture should sign the Integrity Pact. In case of Subcontracting, the principal contractor shall take all the responsibility of the adoption of IP by the subcontractor. It is to be ensured that all the subcontractors also sign the IP.

10. The parties hereby sign this Integrity Pact at Delhi on \_\_\_\_

**BUYER (TCIL)**

**BIDDER ( )**

<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
<b>Address:</b>	<b>Address:</b>
M/s. Telecommunications Consultants India Ltd.	
<b>Witness 1:</b>	<b>Witness 1:</b>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>
<b>Witness 2</b>	<b>Witness 2:</b>
<i>Signature:</i>	<i>Signature:</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>







