

**Tender Document
For
“Providing Comprehensive Architectural &
Engineering Consultancy Services for
Development of Mega Eco Ethnic at
Kamleshwarpur in the state of Chhattisgarh”**

Tender No: TCIL/CIVIL/CTB/RAIPUR/12

Issued on: 10.12.2018

Issued By:

Executive Director (Civil)
Telecommunications Consultants India Ltd. T
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INDEX

NIT No.: TCIL/CIVIL/CTB/RAIPUR/12

Name of Work: “Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh.”

| S. No. | Description |
|-----------------------------|--|
| 1 | Volume-1 : Technical Bid |
| | Section-1: Notice Inviting Tenders, |
| | Section-2: Instructions to Bidders, |
| | Section-3: General Conditions of Contract, |
| | Section-4: Special Conditions of Contract, |
| | Section-5: Scope of Works, |
| | Section-6: Annexure, |
| | Annexure-1: Details of Applicant, |
| | Annexure-2: Financial Information, |
| | Annexure-3: Details of Similar Works completed during seven years, |
| | Annexure-4: Details of projects in progress, |
| | Annexure-5: List of Office equipments/software likely to be used in carrying out the work, |
| | Annexure-6: Details of Technical and Administrative Personnel to be employed for this work, |
| | Annexure-7: Affidavit, |
| | Annexure-8: Declaration, |
| | Annexure-9: Format of PBG, |
| | |
| Volume-2 : Price Bid | |
| Price Bid Format. | |

SECTION – 1

NIT No.: TCIL/CIVIL/CTB/RAIPUR/12

NOTICE INVITING E-TENDER

E-tenders under two bid system are invited from eligible bidders for 'Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh'

Submission of online bids is mandatory for this tender. Detailed instructions are given in Section-2 of this Tender Document.

1.1 Notice Inviting Tender Details:

- 1.1.1 Name of the Work : Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh
- 1.1.2 Estimated cost of Construction : Rs. 22.07 Cr
- 1.1.3 Estimated cost of consultancy works : Approx. Rs 16.55 Lacs only
- 1.1.4 Cost Tender Document : Rs 400/- (Rupees Four Hundred plus 18% GST payable in the form of Demand Draft (DD) or Pay Order in favour of "Telecommunications Consultants India Limited" payable at New Delhi (Non-refundable)
- 1.1.5 Earnest Money Deposit (EMD) : **Rs** 33,100/- (Rupees Thirty Three thousand One Hundred only) payable in the form of Demand Draft (DD) or Pay Order in favour of "Telecommunications Consultants India Limited" payable at New Delhi.

- 1.1.6 Performance Guarantee Amount & Security amount : 5% of the Contract Value – within 7 days of issue of LOA & 5% of the contract value from running bills
- 1.1.7 Stipulated period of Completion : 12 Months
- 1.1.8 Validity of bid : 120 days from the date of opening of technical bid of tender
- 1.1.9 Start Date & Time of Procurement of Tender Document : 10.12.2018 at 10:00 hrs.
- 1.1.10 Last Date & Time of raising/ Seeking information in writing, if any : 14.12.2018 up to 18:00 hrs. (No query after this date shall be entertained)
- 1.1.11 Last Date, Time of Procurement of Tender Document. : 24.12.2018 up to 13:00 hrs.
- 1.1.12 Date of Pre-bid meeting : 14.12.2018 at 11:00 hrs. at Room No. 201, TCIL Bhawan, G.K. -I, New Delhi-110048
- 1.1.13 Last Date & Time for Online submission of tender bid. : 24.12.2018 up to 15:00 hrs.
- 1.1.15 Online Opening of Technical bid. : 24.12.2018 up to 16:00 hrs.
- 1.1.16 Online Opening of Financial bid for eligible : To be intimated to eligible bidders subsequently.

Bidders are advised to visit the TCIL's e-tendering (ETS) portal (<https://www.tcil-india-electronictender.com>) regularly for updates/amendments, if any.

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

1.2 ELIGIBILITY CRITERIA :-

a) The bidder should have provided Comprehensive architectural consultancy services for similar work as a prime consultant for satisfactory execution of the project as specified below during last 7 (Seven) years, ending 30.11.2018 and should be either of the following:

i) 3 (Three) similar works with each valuing not less than 40% (30% for MSE's and SME's) of the estimated cost of construction works/ consultancy fee.

OR

ii) 2 (Two) similar works with each valuing not less than 50% (40% for MSE's and SME's) of the estimated cost of construction works/ consultancy fee.

OR

iii) 1 (One) similar work with valuing not less than 80% (70% for MSE's and SME's) of the estimated cost of construction works/ consultancy fee.

Note: Similar work would mean comprehensive architectural consultancy services of building projects which include preparation of DPRs with administrative approvals and technical sanctions from the client in the last 7 year for the State/ Central Government/ Semi - Government department/ Govt. Autonomous bodies/ PSUs only.

Please submit copies of completion/ ongoing certificates from client mentioning the nature of work, value of work and time period, status of work, amount received till date. The certificates shall be considered valid only if it is issued/ counter signed by an officer not below the rank of executive engineer or equivalent.

b) The Bidder should also have experience for providing comprehensive architectural services for tourist infrastructures i.e. resorts, cafeteria, open amphitheatre, reception/ interpretations centres, etc of tourism projects for State/ Central Government/ Semi-Government department/ Govt. Autonomous bodies/ PSUs only for the value not less than 40% of the estimated cost of construction/ consultancy fee. The bidder shall submit work order and experience certificate of completed/ ongoing projects in support of tourism project experience mentioning approval of administrative and technical sanction, name of project, value of project, date of start, date of completion, consultancy fee, etc. The certificates shall be considered valid only if it is issued/ counter signed by an officer not below the rank of Executive Engineer or equivalent.

The experience for ongoing works shall also be considered subject to submission of client certificate mentioning name of project, value of project, approval of administrative and technical sanctions, value of completed project till date/ consultancy fee received till date.

c) The average annual financial turnover from consultancy only, during the last three financial years ending 31st March of 2018 should not be less than 50% of the estimated cost of consultancy works.(MSEs and SMEs, it is 40% of the estimated cost)

Please submit audited balance sheets and Profit/ Loss Account statement for last three financial years ending 31st March 2018 i.e. 2015-16, 2016-17 and 2017-18.

d) Bidder should not have any loss in last three financial years ending on 31.03.2018. For the purpose of Profit/ Loss, Profit before Tax shall be considered.

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

f) The Director/ partner/ Proprietor of company should be registered with Council of Architecture, India and should have minimum experience of 10 years after obtaining architectural degree.

g) Bidder should have PAN No and valid GST.

h) Participation through Consortium is not permitted in this bid.

1.3 PURCHASE OF TENDER :-

Detailed NIT and tender documents can be downloaded from TCIL website www.tcil-india.com or www.tcil-india-electronictender.com. The firm downloading the tender documents from the website shall have to submit the cost of tender documents (non- refundable) at the time of submission of tender in the form of a demand draft / pay order along with Earnest Money Deposit. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Further details/ corrigendum/ addendum/ amendments shall be displayed at our website only. It is requested to kindly visit our site www.tcil-india.com or www.tcil-india-electronictender.com regularly for further information in this regard.

1.4 EVALUATION:-

Evaluation of the bids shall be made in following manner:

Stage – 1 Technical Bids

Bidders eligibility shall be checked on the basis of minimum eligibility as mentioned in clause no. 1.2 and bidders who will meet minimum eligibility criteria shall be declared qualified in stage -I. Bidders who do not have requisite minimum eligible criteria as specified in the tender shall not be considered for evaluation under stage –II.

Stage: 2 Price Bid:

The bid shall be awarded on lowest cost basis among the technically qualified bidders only.

Note: Other agencies i.e. technically qualified bidders (i.e. L-2, L-3 and so on) of who fulfill eligibility criteria, may also be considered for award of works in parts at L-1 rate at the discretion of ED (Civil), TCIL, New Delhi. No claim from L-1 Bidder regarding allotting works to other technically qualified bidders at L-1 rates shall be entertained in any case.

Tender Fee of Rs 400/- (Rupees Four hundred only) plus 18% GST Non-refundable & Earnest Money amounting to Rs 33,100/- (Rupees Thirty Three thousand One Hundred only) Refundable by Demand Draft or Pay Order in favour of “Telecommunications Consultants India Ltd.” payable at New Delhi.

Tenders received without EMD/inadequate EMD, and without the requisite Tender Fee shall be summarily rejected. The bidder must officially download the tender documents from the ETS portal of TCIL before the last date and time of sale of tender document in order to bid for this tender.

The bidder will in no case be able to participate in the tender without having downloaded the official copy of the tender before the due date and time for the same.

1.5 INTEGRITY PACT:-

“The tender with threshold value more than one crore covered under Integrity Pact Programme of TCIL and perspective bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids”. For further details, the section “Integrity Pact Programme” mentioned in the Tender Document may be seen.

Tender received without signed copy of integrity pact document liable to be rejected.

Other Conditions:

- i) **Exemption in Tender document fee & EMD by Micro & Small Enterprises registered with NSIC/MSME:** The micro and small enterprises registered with the NSIC/MSME in appropriate category are exempted from the submission of Tender document fee /EMD/Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.
- ii). **Public Procurement policy for MSEs:** The participating MSEs quoting price within price band L1 + 15% may be awarded a portion up to 20% of requirement by bringing down their price to L-1 price, where L1 is non MSE. TCIL reserves the right to take decision regarding award of work under this clause and this decision shall be binding on L-1 bidder (Non MSE).
- iii). **Deployment of skilled/Semi skilled tradesman at Project site:** The contractor shall at all stages of work deploy skilled/semiskilled tradesmen who are qualified and possess certificate from particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction

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

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

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason. TCIL also reserve the rights to award the works in parts to other technically suitable bidders (Other than L-1 bidder) at the rate of L-1.

ED (CIVIL)

END OF SECTION-1

SECTION-2

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS:

2.1.1 ‘Client’/ Owner mean Chhattisgarh Tourism Board (CTB), Ministry of Tourism, Government of Chhattisgarh.

2.1.2 “Employer” means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India

2.1.3 ‘Engineer in Charge/ Project Director’ means the officer of TCIL

2.1.4 “Bidder/ Agency/ Consultant” means the individual or firm or corporate body that participates in the tender and submits its bid.

2.1.5 “Goods/Products/Services” means all the services consultant is required to supply to the employer under the Purchase Order/Work Order.

2.1.6 “Letter of Intent (LOI)” means the communication of the intention of the Employer to the Bidder to place the Purchase Order for the former’s offered services.

2.1.7 “Purchase/Work Order (PO)” means the order placed by the Employer on the Consultant duly signed by the Employer authorized representative to purchase certain services from the consultant.

2.1.8 “Contract Price” means considerations payable to the consultant as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BID DOCUMENTS:

2.2.1 Bid Documents includes:-

PART A: Technical Bid

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 and Technical Specification
Section 6: **Annexures:-**
Annexure – 1:- Details of applicant
Annexure – 2:- Financial Information
Annexure – 3:- Details of all work of similar class completed during the last seven years.
Annexure – 4:- Works in Progress
Annexure – 5:- List of Office equipments/software likely to be used in carrying out the work.
Annexure – 6:- List of Technical and Administrative Personnel to be employed for this work
Annexure – 7:- Affidavit
Annexure – 8:- Declaration
Annexure--9:- Performance Bank Guarantee (PBG Format)

Part B: Price Bid

2.2.2 Any clarification or communications to be obtained from the Employer

2.3 INTRODUCTION ABOUT THE PROJECT:

The works are for development of various tourism works for Tribal Tourism Circuit under SWADESH DARSHAN SCHEME of Ministry of Tourism, Government of India and other Tourism infrastructure development works aims at developing theme based tourism circuit all over the country. The project is to be executed under the agreement between CTB & TCIL for development of various infrastructure like Tribal Experience/ Workshop Center, Cycle track with illumination, Electric Vehicles, Electric Charging Stations, Craft & Herbal Haat (Tribal Stay cum Artisan Center), Craft Haat (Cafeteria), Souvenir Shops/ Kiosks, Tourist Reception & Facilitation Center, Open Amphitheatre, Tribal Interpretation centers, Gazebo/ Pagoda, Parking, Overhead Tanks, Illuminations, pathways, Sump wells, Bore wells, Pump house, CC Road, Water supply lines, landscaping, Signage, Guard Room, Drainage, Decorative & other items including entrance gate, Walkways with Protective Railings, Solid Waste Management, Bridge on Pathways, Chain link fencing, Steps at High Gradient difference areas,

Tent Platform at suitable locations, Tourist Amenities Center (Toilet Complex), Last Mile Connectivity with tourist spots, Day shelter, Eco cooking spotd, etc at Kamleshwarpur district of Chhattisgarh.

SCOPE OF WORK / PROJECT COMPONENTS

| Sr. No. | <u>Particulars</u> |
|----------------|--|
| A | Mega Eco Ethnic Destination - Kamleshwarpur |
| 1 | Tribal Experience/ Workshop Center |
| 2 | Cycle Track with illumination |
| 3 | Electric Vehicles |
| 4 | Electric Charging Stations |
| 5 | Craft Haat (Artisan Centre) 10Nos. |
| 6 | Craft Haat (Cafeteria) |
| 7 | Souvenir Shops/Kiosks |
| 8 | Tourist Reception & Facilitation Center |
| 9 | Open Amphitheatre |
| 10 | Tribal Interpretation centers |
| 11 | Gazebo/Pagoda 2 Nos |
| 12 | Parking |
| 13 | Overhead Tank 2 Nos |
| 14 | Illuminations (Solar) |
| 15 | Pathways |
| 16 | Sump Well 10 Nos |
| 17 | Bore wells 4 Nos |
| 18 | Pump House |
| 19 | CC Road |
| 20 | Water Supply pipe line |
| 21 | Landscaping |
| 22 | Signage |
| 23 | Guard Room |
| 24 | Drainage |
| 25 | Decorative & other items including entrance gate |
| 26 | Walkways with Protective Railings 4 Nos |
| 27 | Solid Waste Management |
| 28 | Bridge on Pathways 3 Nos |

| | |
|----|---|
| 29 | Chain link fencing |
| 30 | Steps at High Gradient difference areas 2 Nos |
| 31 | Tent Platform at suitable locations 3 Nos. |
| 32 | Tourist Amenities Center (Toilet Complex) |
| 33 | Last Mile Connectivity with tourist spots |
| 34 | Day Shelter |
| 35 | Eco cooking spots |

The works shown in the above list are subject to increase or decrease as per client's requirement. As per initial estimate, the tentative cost of works shall be approx. 22.07 Cr only which may be changed as per site conditions and as per client requirements.

2.4 OBJECTIVES:

The objectives of the assignment is to provide comprehensive architectural and engineering consultancy services including survey, soil investigations, planning, design, drawings, estimation, specifications, etc for proper completion of the project

2.5 SCOPE OF BID:

2.5.1. TCIL shall appoint a Consultant for the project through bidding process, as explained in this tender document.

2.5.2 The Telecommunication Consultants India Limited (TCIL), hereinafter referred to as the Employer, invites Bids for consultancy Works (as defined in these documents and referred to as "the works").

2.5.3. The successful bidder is expected to complete the consultancy works within the stipulated period of completion of the Works.

2.5.4 Throughout these bidding documents, the terms "Bid" and "Tender" and their derivatives (Bid/ tender, bidder/ tenderer, bidding/ tendering, etc) are Synonymous.

2.5.5 This bid document shall form a part of the contract agreement.

- 2.5.6 If the Architectural Consultant is an individual or proprietary firm, the bid shall be signed by the individual/ proprietor above the full typewritten name and current address.
- 2.5.7 In the event of the bid being submitted by a firm, it must be signed separately by each Partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 2.5.8 A certified copy of the partnership deed, Form A from Registrar of Firms and current address of all the partners of the firm shall also accompany the bid.
- 2.5.9 Where the consultant is a partnership firm, the prior approval in writing of the competent authority of TCIL shall be obtained before any change is made in the constitution of the firm.
- 2.5.10 If the Architectural Consultant is a limited company the bid shall be signed by a duly authorized person holding power of attorney for signing the application. The power of attorney shall be on non-judicial stamp paper of appropriate value and attested by Notary Public and its attested copy shall be furnished with the bid. The Architectural Consultant should also furnish a copy of the memorandum of articles of association duly attested by a Public Notary. And it must disclose that the Company is duly registered under the Indian Companies Act, 1956.
- 2.5.11 The successful bidder shall be required to execute an agreement on non-judicial stamp paper as per the Performa annexed to this bid document, with the ED (Civil), TCIL, New Delhi within 15 days of issue of letter of appointment by TCIL after submission of required PBG, failing which LOA will be cancelled.
- 2.5.12 Over-writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting.
- 2.5.13 The consultant should sign and put his seal on each page of the offer document before submission.

- 2.5.14 The stamp duty payable under the law in respect of this agreement shall be borne by the bidder.
- 2.5.15 The time allowed for carrying out the consultancy will be 9 months from the 7th day after the date of award of work.
- 2.5.16 Canvassing whether directly or indirectly, in connection with bid is strictly prohibited and the bid submitted by the bidder who do canvassing will be liable to rejection.
- 2.5.17 The Consultant is advised to attach any additional information about competence, which he thinks is necessary for his offer. He is however advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless TCIL calls for it.
- 2.5.20 TCIL does not bind itself to accept the highest scoring bid and reserve the right to itself the authority to reject any or all of the bids without assigning any reason.

2.6 COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

2.7 SITE VISIT:

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Sites of Works and its surroundings and obtain all information that may be necessary, in addition to those provided in this document. The drawings should strictly be based on building bye-laws applicable for the area.

The bidder shall be deemed to have fully acquainted himself about the site conditions before submission of bid. The costs of visiting the Site shall be at the Bidder's own expense.

2.8 CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax to the employer through its authorized

representative, if any on or before 09.12.2018. A Pre Bid Conference shall be held on 10.12.2018. 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 Architectural Consultant has carefully read and agreed to the terms and conditions contained in this bid document.

2.9 AMENDMENT OF BIDDING DOCUMENTS

- 2.9.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing Addenda.
- 2.9.2 Any Addendum thus issued shall be uploaded on TCIL website and no separate communication will be made with the bidders. The bidders are therefore advised to visit TCIL website regularly for the updates relating to this tender.
- 2.9.3 To give prospective bidders reasonable time in which to take Addenda into account in Preparing their Bids, the Employer shall extend if necessary the deadline for submission of Bids.

2.10 LANGUAGE OF BID

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

2.11 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- (a) Tender Fee in the form of Demand Draft in favour of
“Telecommunications Consultants India Limited” payable to New Delhi.
- (b) EMD in the form of Demand Draft in favour of “Telecommunications

Consultants India Limited” payable to New Delhi.

- (c) Tender fee and EMD amount exempted for NSIC/MSME units subjected to submission of valid NSIC/ MSME certificate in the category of engineering consultancy of similar works.
- (d) Pass phrase for opening of Technical Bids in sealed envelope.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. **For detail instructions please refer to Clause 2.14.**

2.12 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION:

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.

2.12.2 Broad outline of activities from Bidders prespective:

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)
- ii) Register your organization on Electronic Tendering System® (ETS) Portal of TCIL (<https://www.tcil-india-electronictender.com>) if not already registered
- iii) Create Users and assign roles on ETS
- iv) Assign Tender to a department of your organization on ETS
- v) Download Official Copy of Tender Documents from ETS
- vi) Clarification to Tender Documents on ETS
 - Post query to TCIL (Optional)
 - View response to queries posted by TCIL
- vii) Online Bid-Submission on ETS
- viii) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid on ETS - Opening of Technical-Part
- ix) Post-TOE Clarification on ETS (Optional)
 - Respond to TCIL’s Post-TOE technical queries
- x) Attend Public Online Tender Opening Event (TOE) for Financial Bid on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

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

2.12.3 Digital Certificates

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

2.12.4 Registration

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

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

- i) DD in favour of “Telecommunications Consultants India Limited” is to be submitted to Sr. Manager (F&A-IT), TCIL, TCIL Bhawan, 6th Floor, G.K.-I, New Delhi-110048.**
- Or**
- ii) Fee Amount can be deposited in TCIL’s Bank Account No. 000705005880 in ICICI Bank, Canaught Place Branch, IFSC Code: ICIC0000007 by electronic transfer and Transaction Details to be emailed to ets_support@tcil-india.com**

2.12.5 On-Line Submission

The On Line Submission will have the following activities:

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

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

- a) Duly filled in Bid Submission Form as per Section – 7
 - b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
 - c) Scanned copy of Documentary Evidence of Eligibility Criteria
 - d) Technical Offer.
 - e) Un-priced Bid Schedule as per Section-6
 - f) Any other supporting documents the bidder wishes to submit as a part of Technical Offer
- vi) Submission of **Financial Part** as under:
- Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Section-6.

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

2.12.6 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) in tender box at TCIL Bhawan, 5th Floor, Greater Kailash-I, New Delhi-110 048 before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words ‘DO NOT OPEN BEFORE’ (due date & time):

- (a) Tender Fee in the form of Demand Draft in favour of “Telecommunications Consultants India Limited” payable at New Delhi.
- (b) EMD in the form of Demand Draft in favour of “Telecommunications

Consultants India Limited” payable to New Delhi.

- (c) Tender fee and EMD amount exempted for NSIC/ MSME units subjected to submission of valid NSIC/ MSME certificate.
- (d) Pass Phrase of Technical Bid opening.

2.12.7 Special Note on Security of Bids

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

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

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

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass-Phrase during the TOE of Financial Part, not only shall the bid be rejected but also 25% of submitted EMD shall be forfeited.

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

2.12.8 Online Public Tender Opening Event (TOE)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Consultant

organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Online Public Tender Opening Event (TOE)' has been implemented on ETS.

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

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

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

2.12.9 Other Instructions

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

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

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

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

2.12.10 Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP SP3)
- Broadband Internet Connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

2.12.11 Bidders Training Program

One day training (10:00 hrs. to 17:00 hrs.) is arranged on payment basis which is scheduled on _____ at TCIL Bhawan, Greater Kailash-I, New Delhi-110048. Training is optional. Bidders opting for Training shall have to pay Rs. 2,500 + GST as applicable by Demand Draft in favour of "Telecommunications Consultants India Limited" payable at New Delhi and are required to carry a Laptop with device for Wireless Connectivity to Internet as TCIL will not provide Internet connectivity to the trainees. Bidders are required to inform number of participants from their organization latest by 7 days from the date of issue of tender to the email-id of e-Tendering Helpdesk mentioned in the Contact Information given in Section 1.

2.13 INTEGRITY PACT PROGRAMME:-

2.13.1 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. One Crore only.

2.13.2 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
- POs placed on multiple vendors against a tender

2.13.2 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. A.K. Garg, Independent External Monitor,
TCIL E-mail ID: akgarg1654@gmail.com
- ii) Shri V.V.R Sastry, Independent External Monitor,
TCIL Email ID: sastryvvr@gmail.com

Name & contact details of Nodal Officer (IP) in TCIL:

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

2.13.3 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.

2.13.3 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.

2.13.4 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 initialed by both parties along with company seal.

2.13.5 Tender received without signed copy of the Integrity Pact document will be liable to be rejected.

2.14 BID PRICES:

2.14.1 To be quoted in accordance to price bid format. The consultancy fee shall be inclusive of all charges, and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building/ works as per the stated scope of consultancy as of this bid document. GST, as applicable, shall be paid extra if the same shall be received from client. Nothing shall be paid extra and consultant is required to quote its rates accordingly.

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

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

2.14.4 The rates and prices quoted by the Bidder shall be firm & fixed for the duration of the Contract and shall not be subject to adjustment.

2.14.5 Conditional tenders shall be summarily rejected.

2.15 BID VALIDITY:

2.15.1 Bids shall remain valid for a period of 120 days (one hundred and twenty days) from the date of opening of technical bid as specified in Notice Inviting e-Tender (NIT). Bid valid for a shorter period may be rejected by the Employer as non-responsive.

2.15.2 In exceptional circumstances, prior to the expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without getting his Earnest Money forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid.

2.16 EARNEST MONEY DEPOSIT:

2.16.1 The bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/ Pay order in favour of “Telecommunication Consultants India Limited” payable at New Delhi. Bids without proper EMD shall be summarily rejected.

2.16.2 The Earnest Money Deposit of the unsuccessful bidders will be returned within 30 days from the award of the contract. However, no interest is payable on EMD in case of any delay.

2.16.3 The Earnest Money Deposit may be forfeited;

- (a) If the bidder withdraws or modifies his Bid after the Bid opening and during the period of Bid validity.
- (b) In the case of a successful bidder, if he fails within the stipulated limit to;
 - (i) Mobilize the work, or
 - (ii) Sign the Agreement or
 - (iii) Submit Performance Bank Guarantee

2.16.4 EMD submitted for any earlier tender will not be considered for this tender.

2.17 DEADLINE FOR SUBMISSION OF THE BID:

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

2.18 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

2.18.3 Withdrawal or modification of a Bid by the Bidder on his own between the deadline for submission of Bids and the expiry of the original period of Bid

validity specified in the Form of Bid may result in the forfeiture of the Earnest Money Deposit. However, this shall not apply to modification carried out during negotiation.

2.19 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation, and comparison of Bid and recommendations for the award of Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

2.20 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of bidder's Bid. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

2.21 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

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

2.21.2 Complete Bid is one, which conforms to all the terms, conditions and specifications of the bidding documents, without deviation / reservation. A deviation / reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification

would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

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

2.22 CORRECTION OF ERRORS:

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

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

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

2.23 EVALUATION OF TECHNICAL BID:

2.23.1 The details given by the Architectural consultants in the Technical Bid documents will be evaluated and price bids of only technically qualified agencies 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.

2.23.2 The Consultants are required to submit the documents strictly as per Annexure (1) to (10) in the Technical Bid.

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

2.24 DOCUMENTS TO BE SUBMITTED : The following documents shall be submitted on line

Technical bid:

- Tender Cost & EMD
- Signed Technical Bid document
- Certified copies of documents confirming eligibility criteria(s)
- All annexures duly filled , supported with relevant documents
- All kind of affidavit, undertakings etc as asked in bid document
- Any other relevant information with documents

Price Bid:

- Price Bid format, duly filled and signed

2.25 OPENING OF PRICE OFFER

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

2.26 EVALUATION OF FINANCIAL BID:

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

2.26.2 To be quoted in accordance to price bid format. The consultancy fee shall be inclusive of all Charges, and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building/ works as per the stated scope of consultancy as of this bid document. GST shall be paid extra, as applicable. Nothing shall be paid extra and consultant is required to quote its rates accordingly.

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

2.27 AWARD OF CONTRACT

2.27.1 The bidders will be technically evaluated and price bids of successful technical bidders shall be opened at a later date, duly notified to successful technical bidders. The bid shall be awarded on lowest cost basis. Other agencies i.e. technically qualified bidders (i.e. L-2, L-3 and so on) of who fulfill eligibility criteria, may also be considered for award of works in parts at L-1 rate at the discretion of competent authority of TCIL. No claim from L-1 Bidder regarding allotting works to other technically qualified bidders at L-1 shall be entertained in this regard.

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

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

2.28.2 The bids shall be accepted by the competent authority of TCIL who reserves the right to reject the bids without assigning any reasons.

2.28.3 TCIL reserves the right to reject or to accept the offer in part or whole without assigning any reason.

2.29 NOTIFICATION OF AWARD OF WORK AND SIGNING OF AGREEMENT

2.29.1 The bidder whose Bid has been accepted will be notified of the award of work by the Employer, prior to expiry of the Bid Validity period by facsimile, confirmed by registered letter.

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

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

2.29.4 Within 7 days (Seven) of receipt of LOA, the successful bidder will submit the Performance Bank Guarantee & sign the Agreement and complete all the

related formalities, as required under the contract.

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

- END OF SECTION 2

SECTION - 3

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

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) "Client/ Owner" shall mean Chhattisgarh Tourism Board (CTB) Government of Chhattisgarh its head quarter at Raipur or any other project/branch offices within or Outside India
- (b) "Employer" shall mean Telecommunications Consultants India Limited i.e. TCIL.
- (c) "Project Director /Engineer-in-charge / Engineer shall mean the officer/ agency appointed by Employer for the purpose.
- (d) "Consultant/ Agency/ Bidder" shall mean the tenderer selected by the Employer for the performance of the work and shall include the successors and permitted assigns of the Consultant.
- (e) "Contract" means the Conditions i.e. General and special conditions, the technical Specifications, the Drawings, the Bill of Quantities, the Bid, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (f) "Specifications" means the relevant specification of the Works included in the Contract and any modification thereof or addition thereto as approved by the Employer on behalf of owner.
- (g) "Drawings" means all Drawings, calculations and technical information provided by the Employer to the Consultant under the Contract and all Drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Consultant and approved by the Employer on behalf of the Owner.
- (h) The term 'SOR' or price bid means the schedule of rates as mentioned in

falling under detailed notice inviting tender of the main contract.

- (i) "Tender/Bid" means the Consultant's priced offer to the Employer for the performance and completion of the Works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- (j) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (k) "Letter of Intent" shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- (l) "Letter of Acceptance" means the formal acceptance by the Employer.
- (m) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Consultant for performance and completion of the Works and remedying of any defects therein in accordance with the provision of the Contract.
- (n) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable thereon but does not include any allowance for profit.
- (o) "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (p) "Working Day" means any day, which is not declared to be holiday or rest day by the Employer.
- (q) "Week" means a period of any consecutive seven days.
- (r) "Writing" means any hand - written, or printed / typed communication, including fax.
- (s) "Headings" in the clauses/conditions of tender document is for the convenience only and shall not be used for interpretation of the clause/condition.

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

3.2 Headings and Marginal Notes

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

3.3 Interpretation

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

3.4 Singular and Plural

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

3.5 Notices, Consents, Approvals, Certificates and Determinations

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

3.6 Scope of Work

The works are for development of various tourism works for Tribal Tourism Circuit under SWADESH DARSHAN SCHEME of Ministry of Tourism, Government of India and other Tourism infrastructure development works aims at developing theme based tourism circuit all over the country. The project is to be executed under the agreement between CTB & TCIL for development of various infrastructure like Tribal Experience/ Workshop Center, Cycle track with illumination, Electric Vehicles, Electric Charging Stations, Craft & Herbal Haat (Tribal Stay cum Artisan Center), Craft Haat (Cafeteria), Souvenir Shops/ Kiosks, Tourist Reception & Facilitation Center, Open Amphitheatre, Tribal Interpretation centers, Gazebo/ Pagoda, Parking, Overhead Tanks, Illuminations, pathways, Sump wells, Bore wells, Pump house, CC Road, Water supply lines, landscaping, Signage, Guard Room, Drainage, Decorative & other items including entrance gate, Walkways with Protective Railings, Solid Waste Management, Bridge on Pathways, Chain link fencing, Steps at High Gradient difference areas, Tent Platform at suitable locations,

Tourist Amenities Center (Toilet Complex), Last Mile Connectivity with tourist spots, Day shelter, Eco cooking spotd, etc at Kamleshwarpur district of Chhattisgarh.

It includes consultancy services for structural designing, preparation of design and drawings for the subjected works including civil, electrical/ Water Supply/ Sewerage Works/ Development works/Other Civil Infrastructure and allied Works, as required for proper completion of works as per directives of Employer and owner. It shall be the responsibility of the consultant to ensure that the architectural designs are in conformation of all relevant local and national bye-laws and norms. If not, the conflicting points should be brought to the notice of the employer and necessary changes should be made by the consultant in consultation with the employer. Also in case conflicts arise in the future, the consultant shall be responsible for the modifications to be done to the design/drawings for the resolution of the conflict. The scope includes preparation of a detailed BOQ for the project and detailed specifications of all activities and items including make and model no. where applicable. Preparation of GFC drawings and 'As Built' drawings after completion of works shall be under scope of appointed consultant. The Consultant shall be responsible for arranging structural vetting of drawings from a government engineering college/ IIT before commencement of the works. The charges towards obtaining structural vetting certificate shall be inclusive in the bid price offered by consultant.

Further detailed scope of work has been mentioned in Section -5.

3.7 PROJECT DIRECTORS AND PROJECT DIRECTOR'S REPRESENTATIVE:-

3.7.1 Project Director's Duties and Authority

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

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

(b)

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.

3.7.3 Project Director's Authority to Delegate

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

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

(a) any failure of the Project Director's Representative to disapprove any work shall not prejudice the authority of the Project Director to disapprove such work and to give instructions for the rectification thereof; and

(b) if the Consultant questions any communication of the Project Director's Representative he may refer the matter to the Project Director who shall confirm, reverse or vary the contents of such communication.

3.7.4 Appointment of Assistants

The Project Director or his Representative may appoint any number of persons to assist him in carrying out of his duties. He shall notify to the Consultant the names and duties of such persons. Such assistants shall have no authority to issue any instructions to the Consultant save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of design, drawings or specifications as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Director's Representative.

3.7.5 Instructions in writing

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

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

3.7.6 Project Director to Act Impartially

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

(a) giving his decision, opinion or consent, or (b)

Expressing his satisfaction or approval, or (c)

Determining value, or

(d) Otherwise taking action, which may affect the rights and obligations of the Employer or the Consultant,

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

3.8 CONTRACT DOCUMENTS

3.8.1 Language and Law

(a) The language in which the Contract documents shall be drawn up is English. (b)

The country, the law of which shall apply to the Contract and according to which the Contract shall be construed is India. For any dispute the jurisdiction of the court shall be the High Court of Delhi

3.8.2 Priority of Contract Documents

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

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

3.8.3 Disruption of Progress

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

If, by reason of any failure or inability of the Project Director to issue, within a time reasonable under the circumstances, any instruction for which notice has been given by the Consultant in accordance with this Sub-Clause, the Consultant suffers delay, then the Project Director shall, determine any extension of time to which the Consultant is entitled under Clause 3.15.3.

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

3.8.4 Supplementary Instructions

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

3.9 GENERAL OBLIGATIONS

3.9.1 Consultant's General Responsibilities

The Consultant shall, with due care and diligence (to the extent provided for by the Contract), perform and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Consultant shall bear the cost of any works carried out in the remedying of defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Consultant shall promptly notify the Project Director of any error, omission, fault or any other defect in the drawings/specifications for the Works which he discovers when reviewing the Contract documents or in the process of performance of the Works. The Consultant shall take the full responsibility for the adequacy, stability and safety of all designs/drawings involved in the execution of the project. Where the Contract expressly provides that part of the consultancy assignment shall be designed by the Consultant, he shall be fully responsible for that part of Works, notwithstanding any approval by the Owner / Project Director. In the event the Consultant defaults in any of the obligations mentioned in the Contract, the Project Director / Employer reserves the right to fulfill the same at the risk and cost of the Consultant.

3.9.2 Contract Agreement

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

3.9.3 Inspection of Site

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

- (a) The form and nature thereof.
- (b) The hydrological and climatic conditions,
- (c) The extent and nature of work and materials necessary for the performance and completion of the Works and remedying of any defects therein, and
- (d) The means of access to the Site and the accommodation he may require. and in general, shall be deemed to have obtained all necessary

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

3.9.4 Sufficiency of Tender

The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of 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 shall be for the complete item of work and shall be inclusive of all costs and expenses which may be required in and for performance and full protection of the work as describe together with all general risks/ liabilities and obligations set forth or implied in the documents on which the tender is based GST shall be paid extra, as applicable.

3.9.5 Work to be in Accordance with Contract

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

3.9.6 Program to be submitted

The Consultant shall, within **07** days after the date of the Letter of Acceptance, submit to the Project Director for his consent a program in such form and detail as the Project Director shall reasonably prescribe, for the performance of the Works.

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

3.9.7 Project Director at Liberty to Object

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

3.9.8 Employer's Risks

(a) The Employer's risks are;

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iii) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,

3.9.9 Patent Rights

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

3.10 Details to be Confidential

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

3.11 Drawings and Photographs of the Works

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

3.12 The Apprentices Act, 1961

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

3.13 Suspension of Work

3.13.1 Suspension of Work

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

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

3.13.2 Project Director's Determination Following Suspension

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

3.14 COMMENCEMENT AND DELAYS

3.14.1 Commencement of Works

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

3.14.2 Time for Completion

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

3.14.3 Extension of Time for Completion

In the event of

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

being such as fairly to entitle the Consultant to extension of time for completion of the Works or any Section or part thereof, the Project Director shall determine the period of such extension and shall notify the Consultant in writing accordingly.

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

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

himself entitled in order that such submission may be investigated at the time.

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

3.14.4 Penalty for Delay

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

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

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

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

3.15 ALTERATIONS, ADDITIONS AND OMISSIONS

3.15.1 Variations

The Project Director shall have power:

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

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

3.15.2 Valuation of Variations

Valuation of variation shall be as per approval of Engineer-in charge.

3.15.3 Escalation

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

3.16 SUB-LETTING OF WORKS- Subletting for very specific nature of works may be considered subject to approval of Project Director

3.17 Failure to Comply with Project Director's Decision

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

3.18 NOTICES

3.18.1 Notice to Consultant

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

3.18.2 Notice to Project Director

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

3.18.3 Change of Address

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

3.19 CHANGES IN COST AND LEGISLATION

3.19.1 Increase or Decrease of Cost

The rates quoted by the Consultant are firm and no escalation is payable on any account during the agreed or extended contract duration.

3.19.2 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 Consultant, in the performance of the Contract, such reduction in cost shall, be determined by the Project Director and shall be deducted from the Contract Price and the Project Director shall notify the Consultant accordingly, with a copy to the Employer.

3.19.3 Other Changes in Cost

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

3.19.4 Taxation

The Price Bid by the Consultant shall include all charges that may be levied from time to time during the performance of the work awarded on the Consultant's components of the job acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Consultant from his responsibility to pay that may be levied in the country on profits made by him in respect of the Contract. The consultancy fee shall be inclusive of all charges and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building/works as per the stated scope of consultancy as

of this bid document. GST shall be paid extra, as applicable if the same shall be received from the client.

3.20 ARBITRATION

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

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

3.21 RIGHT TO REJECT ANY OR ALL PROPOSALS

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. The Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification / rejection occur after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.22 Forfeiture of Earnest Money Deposit (EMD):

- (i) Tender shall be valid for 4(four) months from the last date of submission of tender.

If any bidder withdraws his tender within the validity period or makes any modifications in the terms & conditions of the tender which are not acceptable to owner, the owner shall without prejudice to any other right or remedy, be at liberty to forfeit of the EMD of the bidder.

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

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

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

-End of Section 3

SECTION – 4

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

SPECIAL CONDITIONS OF CONTRACT

4.1 Source of Funds

Chhattisgarh Tourism Board (CTB) Ministry of Tourism Government of India has decided to undertake the works for Development of Tribal Tourism Circuit & other tourism infrastructure development works in various locations in the state of Chhattisgarh **and funds shall be provided by Ministry of Tourism Chhattisgarh.** The project/ referred work will be executed by TCIL as executing agency on behalf of the owner.

4.2 PERIOD OF COMPLETION

The Works are to be performed within a period of 12 months (Twelve months) + 7 days as mobilization period from the date of issuance of LOA.

4.3 GENERAL

The prices Bid by the Consultant shall include all duties taxes etc. and any other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date of submission of Bids. The consultancy fee shall be inclusive of all taxes inclusive of service tax, and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building/works as per the stated scope of consultancy as of this bid document.

Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/ Completion/ occupation of the works/ building shall be paid by TCIL on demand by the competent authorities.

4.4 PERFORMANCE SECURITY

The performance security amount shall be 5% of the awarded value of contract. Consultant will be required to submit Performance security amount in

the form of demand draft or Bank guarantee in prescribed format before the signing of agreement within 7 days from the issuance of LOA. A security amount equivalent to 5% of the contract value shall be deducted from running bills.

In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the Consultant judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.

The refund of Performance security shall be after successful completion of the project works and refund of security deposit shall be after completion of defect liability period of the contract.

4.5 Scope of Services: As per section 5

4.6 Spectrum of Services to be rendered.

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

The Consultant shall faithfully and honestly perform the services pertaining to the design/drawings of the assigned building/project. The consultant in general would be required to hold discussion with the TCIL/ CTB's department Engineers/Officers, prepare & submit complete architectural plans/ structural Drawings for the buildings/projects, wherever applicable, keeping in mind the architectural plan and elevations provided by the employer (if any). Also the consultant is to ensure that in the provided architectural drawings the functional requirements & space requirement are as per government norms & local by laws. Any modification/ alternation/ revision in the building plans, design and drawings, so as to conform to the norms and byelaws shall be performed by him and the cost of such changes (if any) shall be deemed considered in the quoted price of the consultant. Necessary survey, site investigations shall be responsibility of the consultant.

Consultant is advised to visit the site to access the actual quantum of work. Further, Consultant shall be fully responsible for the structural safety of the building against seismic forces and follow on the relevant BIS code in this respect. Consultant is also required to make its best endeavor to reduce the cost of construction by any change of specifications, value engineering or economical design. Such reduction in the cost of construction shall be without affecting / prejudicing or endangering in any way the safety or security of the building.

Consultant shall follow the latest standard CPWD specifications and the latest BIS specifications and code of practices as corrected time to time till the finalization and approval of drawings by the employer and owner.

4.7 Details of drawings to be submitted by Consultant.

The Consultant shall be required to submit minimum 3 sets of drawings / BOQ as required for obtaining approval of the TCIL and /or CTB. Briefly, the drawings of building portion of project/work shall be submitted as under:-

4.8. TIME SCHEDULE

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

| Item No. | Scope of work | Time Schedule |
|-----------------|---|---|
| (a) | Stage- 1: Site survey, soil investigation, planning, preparation and submission of layout & detailed cost estimate along with BOQ, design, drawings & technical specifications. Consultant will finalize the actual alignment and location of works in accordance to revenue maps of the sites and in consultation with concerned officials, as required . Consultant’s responsibilities include obtaining the authentication/verification of the prepared estimate from client’s site officials on site to site basis. The estimate should cover all components like civil works, electrical works, and water supply. Sewerage, internal and external electrifications, etc required for proper completion of works | Within 21 Days from issuance of LOA to consultant including mobilization period of 7 days |
| (b) | Stage-II After the approval of detailed estimate by client, Consultant will prepare and submit detailed tender document, BOQ, technical specifications, tender drawings, tender documents etc required for calling tenders for the subjected work(s). | Within 7 days from the confirmation of approval of detailed cost estimate by owner |

| | | |
|-----|---|---|
| (c) | Stage- III Supply of GFC drawings at the time of issuance LOA to successful bidder for construction works in such a manner so that at least 60% construction activities can be taken up together | At the time of award to construction contractor(s) by employer |
| (d) | Stage-IV: After completion of 50% construction work at site & supply of 100% GFC drawings together and periodical revisions as required time to time. | Just immediately after achieving 50% construction works at site |
| (e) | Stage- V Supply of As built drawings - Within one month from the certified date of completion for construction works | Within one month from the certified date of completion for construction works |

- (2) The time schedule is for guidance only. Specific time schedule will be decided for each work separately by the Engineer-in Charge TCIL or their authorized representatives which shall be a final and binding upon the Consultant.
- (3) If the time schedule as decided by Engineer-in Charge TCIL is not adhered to, by the Consultant, TCIL shall have discretion to withdraw consultancy job in whole or part and get it done through other Consultant appointed by TCIL at the risk and cost of consultant firm.
- (4) If the completion/handing over of the consultancy work are expected to be delayed beyond the time given for completion, the Consultant shall apply for extension of time to the TCIL giving reasons for the delay. The TCIL, if satisfied, with the genuineness of the reasons for the delay, may grant necessary extension of time for completion/handing over of the consultancy work in consultation with the owner, if required. For unjustified /unacceptable delays, the Consultant shall be liable to pay L.D. as mentioned in clause no. 3.14 of section 3 of this tender document. In this regard, decision of Engineer-in Charge TCIL shall be final and binding upon the Consultant.
- (5) Consultant will require deputing separate teams for collecting field data from each sites and then preparing detailed estimates for each site, as per directions of Engineer-in-charge so that all works under stage -1 shall be completed within specified time period. In case of failing to depute the team, TCIL will be at its liberty to take punitive actions against the consultant in accordance to provisions of the contract.

4.9 Payment Schedule

For the purpose of payment, following schedule shall be followed. The payment will be made within 15 days after receipt of the bill from the

consultant on the approved Performa supported with relevant details. (Payment will become due only after successful and satisfactory completion of the stages as detailed below).

| Item No. | Scope of work | Payment Schedule |
|----------|--|---|
| (a) | Stage- 1: Site survey, soil investigation, planning, preparation and submission of layout & detailed cost estimate along with BOQ, design, drawings & technical specifications. Consultant will finalize the actual alignment in accordance to revenue maps of the monument and in consultation with concerned CTB officials. Consultant's responsibilities include obtaining the authentication/verification of the prepared estimate from client's site officials on site to site basis. The estimate should cover all components like civil works, electrical works, water supply. Sewerage, internal and external electrifications, landscaping & horticulture works, signage works etc required for proper completion of works | 20% of applicable fee |
| (b) | Stage-II After the approval of detailed estimate by client, Consultant will prepare and submit detailed tender document, BOQ, technical specifications, tender drawings, tender documents etc required for calling tenders for the subjected work(s). | 20% of applicable fee |
| (C) | Stage- III Supply of GFC drawings at the time of issuance LOA to successful bidder in such a way so that 60% construction activities can be taken up together | 30% of applicable fee |
| (d) | Stage-IV: After completion of 50% construction work at site & supply of 100% GFC drawings together and periodical revisions as required time to time periodically as per direction of Engineer in charge | 20% of applicable fee |
| (d) | Stage- V Supply of As built drawings - Within one month from the certified date of completion for construction works | Balance 10% of the applicable fee shall be paid after completion of works and acceptance of As built drawings by the owner. |

(1) The description of items shall be inclusive of complete consultancy services to make the entire buildings complex complete and functional including all changes/modifications/revision etc. required during execution of the work as per site condition etc. In case, consultant fails to fulfill its obligations diligently as per the terms and conditions, its services shall be terminated with 15(fifteen) days notice.

(2) Fees to be deposited (if any) along with application(s) seeking approvals from state/central government authorities shall be payable by TCIL, as applicable.

4.10 Incidental Services

4.10.1 The broad scope of services is classified in terms of activities to be carried out for proper completion of works. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.

4.10.2 Revision of drawings, design as per the requirement of the authorities shall be made as per requirement and no extra charges shall be payable on this account. If any stage, it is discovered that the drawings submitted by consultant have the deficiencies, then consultant shall be liable to provide modified drawings/alternate drawings without any extra cost to owner/employer.

4.11 Deliverables by the Consultant

4.11.1 All the design and design drawings shall be submitted to the employer for examination and approval from local/ statutory authorities (if applicable) and shall be the property of the TCIL and /or CTB.

4.11.2 The consultant shall be required to submit 3 (three) copies of the approved drawings to the TCIL and /or CTB for reference and record.

4.11.3 During execution phase, the Consultant shall supply 4 (Four) sets of all "Good for Construction" Drawings (structural , shop, architectural[if modified etc.) of all the structures i.e., boundary wall, toilet block building and associated services like drainage, sewerage, water supply etc. to the employer as per schedule.

4.11.4 It is the responsibility of the Consultant to prepare the additional / revised drawings required for the proper execution of the work which may be visualized during construction work at no extra cost.

4.11.5 The owner may review the work carried out by the Consultant at structural planning detailed engineering or at any pre-constructional stage to get satisfied with the standards and procedures adopted by the Consultant. It shall be the responsibility of the Consultant to make available the concerned documents to the Client on demand.

4.12. Obligation of Consultant

4.12.1 Consultant shall carry all modifications as desired by **TCIL and /or CTB.**

4.12.2 Consultant shall provide detailed computations and back - up of design sheets to **TCIL & /or CTB.**

4.12.4 Consultant shall provide all drawings & designs on Auto Cad, STADD - Pro /or any relevant computer program in editable format Copy of final design/drawings shall be made available to TCIL and /or CTB in editable soft copy on compact disc also.

4.13 Obligation of the Employer

4.13.1 The employer shall provide all required inputs about the utilities and functional requirements of the works to be constructed to optimize the plan.

4.14 General

4.14.1 Adequacy of Design & drawings/ specifications

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

4.14.2 Additions and Alterations

The Employer as well as Owner shall have the right to request changes, additions, modifications or selections in the design and drawing of any part of the work at any time and to request additional work in connection therewith and the Consultant shall comply with such request. The decision of employer shall be final on whether the deviations and additions are substantial and requiring any compensation to be paid to the Consultant. However for the minor modification or alteration which does not affect the entire planning and design etc., no amount will be payable.

4.14.3 Foreclosure of contract

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

4.14.4 Rescinding of contract

In the event of failure on the part of the Consultant to complete work in time or to the complete satisfaction of the employer or in the event of committing breach of any one or more of terms and conditions of the agreement, employer shall be entitled to rescind this contract without prejudice to right to claim damages or remedies under the law. The period of notice to be given to rescind contract will be 15 days and in the event of such termination, Consultant shall be liable to return the excess payment, if any made to them over and above due to them on the date of termination and employer as well as owner will be entitled to make full use of all or any of the drawings / documents prepared by Consultant. In such case employer/ owner shall have power to engage another Consultant and/or carry out the work through its own resources to complete the balance work. In this case the excess amount, if any incurred by the owner shall be debited to the Consultant subject to a maximum of **10%** (Ten percent) of the total fee which would have been paid. Consultant shall pay to owner such excess expenditure within 30 days of issue of notice failing which Consultant shall be debarred from consultancy jobs of employer/ owner in future besides taking other course of action to recover such amount.

4.14.5 Copyright / Proprietary right

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

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

employer and/ or owner for other works and Consultant shall not have any objection whatsoever.

4.14.6 Contract Agreement

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

4.14.7 Other terms:

- a. The payment under this tender shall be on back to back by CTBs i.e. the consultant shall be paid only after getting the payment by TCIL from owner, i.e. CTB.
- b. Consultant / Representative is required to be present in the meeting of Monitoring and appraisal committee called by owner, if needed. Consultant should be present at site during the inspection of higher Government officers or if called due to requirement of work execution at site, no extra payment shall be admissible in this account.
- c. The Consultant is responsible to arrange all required resources to complete the entrusted job in time and also to complete all operations during defect liability period, wherever applicable. The Consultant has to perform the contract in an effective manner under the guidance and instructions of Employer. If, at any time, it appears that due to non performance of the Consultant, the targets about completion of contract, in parts or full, may not be completed in scheduled time, Employer through Project Director or any other official may engage an alternate agency/ additional agency to complete the job as per satisfaction of owner at the risk and cost of Consultant. Employer is also authorized to withdraw partial and full works from Consultant in case of non performance by the Consultant. Employer shall have powers to recover all such amount from the Consultant from any amount of Consultant available with the employer or through legal means.
- d. **Office:** Since the project is for the site of remote locality at various parts of Chhattisgarh and consultants is required to interact necessarily with Client officials. Consultant should have its office in Chhattisgarh, preferably at Raipur, or should be ready to open a office within 7 days, if the award of the work be made in its favour.

- **END OF SECTION 4** -

SECTION 5

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

SCOPE OF WORK

5.1 The scope of work is for ‘Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh’ The Scope of work shall include performing topographical survey & soil investigations at site, preparation of lay out plans, elevations, design and drawings, BOQ, cost estimation, technical specifications, tender documents, tender drawings, GFC drawings, As built drawings for proposed works including all civil & electrical works and associated services like water supply arrangements, sewerage works, Rain harvesting, signage etc, wherever applicable for proper completion of the works under the contract as per satisfaction of owner & Employer & in accordance with local Bye laws and obtaining approval of TCIL & CTB. The consultant is also to prepare detailed specifications of all activities and items including make and model no. where applicable.

5.2 This shall include detailed discussions with the TCIL & owner officials, Evaluation of submitted architectural plans and elevations and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work. Consultant will also modify the conceptual designs incorporating required changes by the TCIL/ CTB. All the works should be planned and designed in accordance with the relevant National Building Code/local Bye laws including 2D drawings at no extra cost and obtaining approval of TCIL.

5.3 The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAAD-PRO or equivalent. The provisions in various BIS Codes shall override the packages output.

5.4 The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing

showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.

5.5 Preparation of Detailed bill of quantities on latest CPWD/ CTB norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the TCIL to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the TCIL to check them before preparation of draft tender documents.

5.6 During the execution stage, consultant will prepare and issue of Working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.

5.7 Role of consultant during execution shall be as under:

- a. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the Engineer-in-charge, TCIL shall be final and binding.
- b. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.

5.8 The TCIL shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

5.9 Reference Standards for Services

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

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

5.9.1.2 Applicable laws of local bodies, Forest Deptt. & other concerned agencies.

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

5.9.2.1 National Building Code, 2005

5.9.2.2 IS: 1893 (latest edition)

5.9.2.3 IS: 13920 (latest edition)

5.9.2.4 IS: 13828 (latest edition)

5.9.2.5 Other applicable standards

5.9.2.6 Sound Engineering Practice for detailed estimation

5.9.3 Preparation of Bill of Quantities etc.

5.9.3.1 Delhi Schedule of Rate, 2014/ CG SOR 2015

5.9.3.2 Latest CPWD SOR for Electrical, Fire Fighting items/ State SOR

5.9.3.3 Latest CPWD SOR for HVAC Items (if any)/ State SOR

5.9.3.4 Additional Items based on Market Rate Analysis (Non - DSR Items) as per scope of work for standard materials / items proposed to be used in this work for civil, electrical, fire fighting, internal roads, horticulture works etc.

- **END OF SECTION 5**

SECTION – 6

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Annexure – 1

Details of the Applicant

| | | |
|---|---|--|
| 1 | Name and address of applicant | |
| 2 | Telephone No./Fax No./E-mail/Telex No. | |
| 3 | Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: (a) An individual (b) A Proprietary Firm (c) A firm in Partnership (d) A limited Company (Private or Public) or Corporation | |
| 4 | Particulars of Registration with various Government bodies/Organization. (attach attested photocopy) | |
| 5 | Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email | |
| 6 | Designation of individuals authorized to act for the Organization | |
| 7 | Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work. | |

| | | |
|----|---|-------------------------------|
| 8 | Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. | |
| 9 | Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. | |
| 10 | Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. | |
| 11 | <p>Other details:</p> <p>a) EPF No. valid up to</p> <p>b) TIN No. and certificate</p> <p>c) Clearance of sales Tax up to</p> <p>d) PAN No. and copies of IT return for last three years.</p> <p>e) GST registration</p> | |
| 12 | Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state. | |
| 13 | If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST | |
| 14 | Any other information considered necessary but not included above. | |
| | Seal of the Applicant | Signature of Applicant |

Annexure –2

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Financial nformation

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 | 2015-2016 | 2016-2017 | 2017-2018 | Average annual Turnover |
|------|-----------------------|-----------|-----------|-----------|-------------------------|
| | | A | B | C | (A+B+C)/3 |
| (i) | Gross Annual turnover | | | | |
| (ii) | Profit/Loss | | | | |

Seal and Signature of Applicant

Annexure-3

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Details of Similar Works Completed During Last 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 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Signature of applicant

Annexure-4

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Projects / Work 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 | Upto date percentage of progress of work | Slow progress if any, & reasons thereof | Name and address/telephone number of officer to whom reference may be made | Remarks |
|--------|----------------------------------|-----------------------|------------------------|--------------------------------------|-------------------------------|--|---|--|---------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Signature of Applicant

Annexure –5

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Details of office equipment available and to be used in this work

| S.No. | Name of Equipment | Make/ Model/ Capacity | Quantity | Condition |
|--------------|---------------------------|------------------------------|-----------------|------------------|
| 1 | Desktop/Laptop | | | |
| 2 | Printer | | | |
| 3 | Photocopy Machine/Plotter | | | |
| 4 | Fax Machine | | | |
| 5 | Software's | | | |

Signature of Applicant

Annexure –6

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

A. Details of Technical staff & administrative staff , to be deployed for this work

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

Note: Pl attach the CVs with contact details

Signature of Applicant

Annexure-7

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

Affidavit

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

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

1. That I am the Proprietor/authorized signatory of M/s. _____ having its Office/Registered. Office at _____ Head

2. That the information/documents/Experience certificates submitted by M/s. _____ along with this tender for “(Please specify the Name of Work)” in TCIL are genuine and true and nothing has been concealed.

3. I shall have no objection in case TCIL verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case TCIL demand so for verification.

4. I hereby confirm that in case, any document, information &/or certificate submitted by me found to be incorrect/false/fabricated, TCIL at its discretion may disqualify/reject my application for this tender out rightly and also debar me/M/s. _from participating in any future tenders/PQ.

DEPONENT

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

Verified at _____ this _____ day of _____.

DEPONENT

ANNEXURE – 8
DECLARATION

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

Tender No.: TCIL/CIVIL/CTB/RAIPUR/12

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 Architectural consultancy.

I/We hereby submit bid for providing Chhattisgarh Tourism Board (CTB) Ministry of Tourism Government of India within the specified time schedule.

I/We agree to keep the bid open for one hundred 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 consultancy 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 consultancy 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 consultancy 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.

Seal of consultant

Signature of the Consultant

Place:

Date:

Annexure-9
FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To,
M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan,
Greater Kailash-I
New Delhi – 110048
(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 – 110048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated ___/issued Purchase Order No dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

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

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

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

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

Authorized Signature

END OF SECTION 6

Part- 2: Financial Bid

Part- 2: Financial Bid

Tender No. TCIL/CIVIL/CTB/RAIPUR/12

To

ED (Civil),

Telecommunications Consultants India Ltd.

TCIL Bhawan, GK-I, New Delhi-110048

Telephone No:-011-26202201, Fax No:-011-26242266

Email Id:-atuljain@tcil-india.com

SUBJECT: Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh'.

Sir,

We offer to perform the Works described above in accordance with the Conditions of Contract accompanying this Bid with Rs. and _____ (In figures)

Rupees _____
(In words).

Our Offered cost is inclusive of all taxes, levies etc which will be applicable as per the conditions of the proposal except GST will shall be paid extra if the same received from the client.

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

We hereby confirm that this Bid complies with the Bid Validity, Tender Fee and Earnest Money Deposit required as per bidding documents.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of bidder

Address:

Date:

Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Mega Eco Ethnic at Kamleshwarpur in the state of Chhattisgarh

| SI No | Description of Items | Unit | Qty | Rate in INR | Amount in INR |
|-------|---|------|-----|-------------|---------------|
| 1 | Conducting topographical survey and spot levelling specified area in respect to known reference such as survey of india/ pwd bench mark and Comprehensive detailed soil investigation required to ascertain the soil parameter for design of the reference work at site with total estimated cost of Rs 2207.77 Lacs. | | | | |
| 2 | Providing Comprehensive architectural and engineering services for tourism infrastructure work at Kamleshwarpur in Chhattisgarh with a total estimated cost of Rs 22.07 Cr. | | 1 | | |
| | Total | | | | |

Note: GST shall be paid extra if the same received from the client.

I/ We hereby quote an amount of (In fig) Rs And (in words) Rupees As our bid for the subjected work. Our price inclusive of all charges except GST if the same received from the client.

Note: The cost of item No 3 shall be initially based on sanctioned estimated cost however, the final cost shall be based on completed cost of construction on either side & cost but exclusive of GST, which shall be paid extra, as applicable if the same received from the client.

Date:

**Sign of
Consultant
with seal**