

E-Bid Document For “Providing Comprehensive Architectural Consultancy Services for Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism

Tender No: TCIL/Civil/GM (C)/18-19/BTC-MNP/10
Issued on: 18.12.2018

Issued By:

GM (Civil-BD)
Telecommunications Consultants India Ltd.
TCIL Bhawan, GK-I, New Delhi-110048
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TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED

(A Government of India Enterprise)

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NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

Name of Work: ‘Providing Comprehensive Architectural Consultancy Services for Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism’

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SECTION – 1

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

NOTICE INVITING E-TENDER

E-tenders under two bid system are invited from eligible bidders for ‘Providing Comprehensive Architectural Consultancy Services for Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism.’

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 Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism
- 1.1.2 Location : In Bodoland Territorial Council Area under State of Assam.
- 1.1.3 Estimated cost of construction works : Approx. Rs 100 Cr only
- 1.1.4 Estimated cost of consultancy works : Approx. Rs 150 Lac only
- 1.1.5 Cost of Tender Document : Rs 1000/- (Rupees One thousand only) payable in the form of Demand Draft (DD) or Pay Order in favour of “Telecommunications Consultants India Limited” payable at New Delhi (Non-refundable)
- 1.1.6 Earnest Money Deposit (EMD) : Rs 60,000/- (Rupees Forty Two Thousand only) payable in the form of Demand Draft (DD)/ Pay Order in favour of “Telecommunications Consultants India Limited” payable at New Delhi.
- 1.1.7 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
- 1.1.8 Stipulated period of : 24 Months

- Completion
- 1.1.9 Validity of Bid : 120 days from the date of opening of Technical Bid of tender.
- 1.1.10 Start Date & Time of Publishing Tender : 18.12.2018 at 10:00 hrs
- 1.1.11 Start Date & Time of Procurement of Tender Document : 18.12.2018 at 10:00 hrs.
- 1.1.12 Last Date & Time of raising/ Seeking information in writing, if any : 26.12.2018 up to 18:00 hrs. (No query after this date & Time shall be entertained)
- 1.1.13 Last Date, Time of Procurement of Tender Document. : 02.01.2019 up to 13:00 hrs.
- 1.1.14 Date of Pre-bid meeting : 26.12.2018 at 15:00 hrs. at Room No. 413, TCIL Bhawan, G.K. -I, New Delhi-110048
- 1.1.15 Last Date & Time for Online submission of tender bid. : 02.01.2019 up to 15:00 hrs.
- 1.1.16 Online Opening of Technical bid. : 02.01.2019 at 16:00 hrs.
- 1.1.17 Online Opening of Financial bid for eligible : To be intimated to eligible bidders subsequently.

Contact Information:

TCIL Contact : Sunil Kumar
GM (Civil)/PD(NE)
Telecommunications Consultants India Ltd.
Room No. 413, 4th Floor, TCIL Bhawan, GK-I, New Delhi-110048
Telephone No:-011-26242473
Email Id:-sunil.kumar@tcil-india.com

E-Tendering : **Telephone: +91-11-26241071, 26241072**

Helpdesk Emergency : **Mob.: +91-9868393775, 9868393717**
E-mail ID: ets_support@tcil-india.com

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

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 :-

1.2.1 The bidder should have provided Comprehensive architectural consultancy services for a completed similar project as a prime consultant for projects having project value 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% of the estimated cost of construction (30% for MSME/ NSIC registered bidders)

OR

ii) 2 (Two) similar works with each valuing not less than 50% of the estimated cost of construction (40% for MSME/ NSIC registered bidders)

OR

iii) 1 (One) similar work with valuing not less than 80% of the estimated cost of construction (70% for MSME/ NSIC registered bidders)

Note: Similar work would mean providing comprehensive architectural consultancy for completed Construction of building works in the last 7 year for the Government/Semi Government/ Government autonomous bodies/PSUs only. Experience of Architect for completed Government/Semi Government/ Government Autonomous bodies Projects under Design and Construction mode/ Turnkey Execution mode (which includes Comprehensive architectural consultancy services also) shall also be considered under eligibility criteria, subject to attestation of such experience certificate from respective Government authority/Semi Government/ Government Autonomous Bodies officials.

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

1.2.2 The average annual financial turn over 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.

1.2.3 Bidder should not have any loss in last three financial years ending on 31.03.2018

1.2.4 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).

- 1.2.5 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.
- 1.2.6 Bidder should have valid registration in GST and should have valid PAN.
- 1.2.7 Bidder is required to submit the EPF registration certificate along with the bid.
- 1.2.8 Participation through Consortium is not permitted in this bid and bidder should be a single entity only.

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 TENDER EVALUATION:-

Evaluation of Technical Bid: To become eligible for Technical Bid Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in clause no. 1.2.1 to 1.2.8. Eligible bidders will be required to make a design concept presentation about their capabilities and their understanding towards the referenced project for which consultancy services are being sought under this tender. The design concept presentation should have covering all the parameters which have been mentioned in evaluation of bid mechanism.

The eligible bidders will be required to make a design concept presentation to a committee at TCIL Bhawan, Greater Kailash-1, New Delhi-110048 at their own cost. The proposed scheduled date of presentation is 09.01.2019 which may be extended at the discretion of TCIL subject to the availability of evaluation committee members, number of eligible bidders and also in case of circumstances/ reasons under which extension of date of presentation seems to be mandatory. Eligible bidders shall be informed about the date and time allocated to them for making such presentation by them via E-mail only at least two days prior to date of such presentation and no request for extension in date of presentation shall be entertained by TCIL under any circumstances. Bidders, who are meeting minimum eligibility criteria, are advised to keep themselves ready for making a presentation to TCIL at TCIL Bhawan New Delhi as and when asked.

The bids of eligible bidders shall be evaluated as per following marking system.

Marks system for the evaluation of technical bid is as under: (100 Marks)

1(a)	<p>Work Experience: Experience of Architectural Planning and Engineering Consultancy Services works, etc.</p> <p>i) 60% marks for minimum eligibility criteria as per Clause 1 above</p> <p>ii) 100% marks for twice the minimum eligibility criteria or more</p>	20 Marks
1(b)	<p>Experience for Architectural Planning and Engineering Consultancy Services for any building Project (Completed/Ongoing) in North Eastern states in India costing not less than 40% of the estimated cost of construction</p> <p>i) 50 % marks for one project</p> <p>ii) 100% Marks for two or more projects</p>	10 Marks
1(c)	<p>Experience for Architectural Planning and Engineering Consultancy Services for Sainik School Project (Completed/Ongoing)</p> <p>i) 100 % marks for completed project</p> <p>ii) 50% Marks for ongoing project</p>	10 Marks
2	<p>Financial strength : Average annual financial turnover</p> <p>i) 60% marks for meeting minimum eligibility criteria</p> <p>ii) 100% marks for twice the minimum eligibility criteria or more</p> <p>iii) In between (i) & (ii) – on pro-rata basis</p>	16 Marks
3	<p>Manpower (to be supported with CVs): All the CVs should also contain photograph of person and should also be signed by concerned person. Mobile and E-mail of person shall also be mentioned in the submitted CVs. TCIL may be its liberty to contact and call the persons named through submitted CVs for verification, as deemed fit necessary, for assessing the manpower strength of bidder</p>	14 Marks
i)	Architects : B Arch With Minimum 15 years of experience in the Consultancy and registered with Council of Architecture on roll, 2 Marks for each person	4
ii)	Architects : B Arch With Minimum 04 years of experience in the Consultancy and registered with Council of Architecture on roll, 1 Mark for each person	2
iii)	Structural Engineer : B. Tech (Civil) with minimum 10 year Experience or M. Tech in Structural Engineering with minimum 05 Year Experience in Structural Engineering Practice	2
iv)	Graduate Mechanical/Electrical/Plumbing (MEP) Engineer with minimum 3 years' experience, 1 Mark for each	6

4.	Design Concept Presentation: The concept design presentation shall have all the parameters as mentioned below under Evaluation Criteria and shall be evaluated by a committee who would assign the marks independently by each committee member and then the assigned marks would be averaged out. The bidder shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to bidder in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee. The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.	30 Marks
a.	Master Planning & Zoning	10 Marks
i)	Site visit and analysis, effective Site Utilization & Grouping of Functions, Economical design.	4
ii)	Site Orientation : Massing (Compactness), Circulation (integration), Landscape blending with existing profile	6
b.	Design Concept Planning	20 Marks
i)	Aesthetics, Environmental friendly considerations like use of environment friendly materials etc., Green Building Features, Disaster resistant methods / Technologies, Infrastructure for persons with	5
ii)	New Technologies (other than conventional Technologies) and New/ Materials & Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology (ies) should demonstrate the time and /or cost effectiveness.	3
iii)	Innovative Modern and/or Contemporary, State of the Art Architectural features.	2
iv)	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities, etc for which the bidder should visit the site (s) before submission of Bid.	4
v)	Overall Presentation, Interpretation of Design Concept, understanding of the project and financial modeling and approval mechanism/methodology/strategy for the project	6
	Total Marks	100 Marks

The bidders securing 70 % & above marks in aggregate in Technical Evaluation will be declared successful in technical bid evaluation and will qualify for Opening of their Financial Bid. Technical score of Stage I shall be termed as “St”.

2.3 Final Evaluation of Bid

The final selection shall be based on QCBS i.e Quality and Cost based Selection process. The Financial bid of those bidders who will qualify in Technical bid evaluation, shall be opened at a later date and time duly notified to them in writing separately.

The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Bids will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Bid, and F is the Financial Bid under consideration.

Bids will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores: $S = St \times Tw + Sf \times Fw$;

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 80:20 respectively.

The bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and work shall be awarded to the successful bidder.

Tender Fee of Rs 1,000/- (Rupees One thousand only) Non-refundable & Earnest Money amounting to Rs 60,000/- (Rupees Forty Two thousand 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 tenders above Rs. 5 Crore value are 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, if applicable. Since this tender value is less than Rs. 5 Crore, there is no need to submit Integrity Pact in this tender.

Other Conditions:

- i) **Exemption in Tender document fee & EMD by Micro & Small Enterprises registered with NSIC/MSME:** The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of Tender document fee /EMD/Bid

security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

- ii). **Public Procurement policy for 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.

GM (Civil)

END OF SECTION-1

SECTION-2

NIT No.: TCIL/CIVIL/GM(C)/ 2018-19/BTC/10

Dated: 18.12.2018

INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS:

- 2.1.1** ‘Client’/ Owner means Bodoland Territorial Council (BTC), Government of Assam
- 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 designated officer of TCIL
- 2.1.4** “Bidder/ Applicant/ 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/Letter of Award (PO/WO/LOA)” 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)

Annexure- 10: Integrity Pact

Part B: Price Bid

2.2.2 Any clarification or communications to be obtained from the Employer

2.3 INTRODUCTION ABOUT THE PROJECT:

There is a great scope and need to develop tourist circuits on specific themes to attract the tourists having special interest in visiting such places. The project is related to development of tourism infrastructural in Manas National Park, Deer Beel and Deepial Beel Lakes nearby area of BTC in the form of ethnic village, Eco log huts, water sports, lake development, parks, amusement parks, Jungle safari, Nature trails, Tourist information Center, Museum and Craft Center etc. The project is to be taken under various state and central government assisted tourism promotion scheme with an aim to seek funds under Swadesh Darshan Yojna and other Schemes.

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, GFC drawings, revision & modifications, preparation of financial model and reports required for seeking approvals from various state/central government ministries/ departments etc for successful completion of the project including preparation of O&M manuals.

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 TCIL within 7 days of issue of letter of Intent by TCIL after submission of required PBG, failing which LOI 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 bidder 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 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.
- 2.5.16 The bidder is advised to attach any additional information about competence, which he thinks is necessary for his offer. Bidder is however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless TCIL calls for it.
- 2.5.17 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. The costs of visiting the Site shall be at the Bidder's own expenses. For Site Visits, contact may be made to Sh. Joyanta Kuli, Assistant General Manager (Civil) TCIL - Mobile No. 7002453062.

2.8 CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by E-mail/fax to the employer through its authorized representative, if any on or before the prescribed date. A Pre Bid Conference shall be held on the specified date as per section -1. All efforts will be made to reply the clarifications, if any, during the Pre Bid Conference, however, unanswered queries will be replied through corrigendum on TCIL website at the earliest possible. Also the

prospective bidders may make suggestions which shall be considered during the Pre Bid Conference. **On conclusion of the Pre Bid Conference, no further queries shall be entertained.**

The submission of the bid by bidder would imply that the 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/ Pay order in favour of “Telecommunications Consultants India Limited payable to New Delhi.
- (c) Integrity Pact duly signed in original. (Section-9).
- (d) 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

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 perspective:

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

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

2.12.3 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 or as required in reference to tender terms and conditions

- 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.

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 the office of GM(Civil)/PD(NE), TCIL Bhawan, 4th 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 to New Delhi.
- (b) EMD in the form of Demand Draft in favour of "Telecommunications Consultants India Limited payable to New Delhi.
- (c) Integrity Pact duly signed in original. (Section-10) on plain paper only, if applicable. Tender for above Rs. 5 Crore will require submitting Integrity Pact and since this tender is less Rs. 5 Crore, there is no need to submit Integrity Pact for this tender.
- (d) Tender fee and EMD amount exempted for NSIC/ MSME units subjected to submission of valid NSIC/ MSME certificate.
- (e) 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 easy 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 100% 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
- iii) 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 any working day 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 three days prior to intending date of training up to 15:00 hrs 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. Five 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**
E-mail ID: akgarg1654@gmail.com
- ii) **Sh. V.V.R Sastry, Independent External Monitor**
Email ID: sastryvvr@gmail.com

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

Ms. Hardeep, 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 complete Integrity Pact document will be liable to be rejected if Tender value is Rs. 5 Crore or above. Since this tender value is less than Rs. 5 Crore, there is no need to submit Integrity Pact along with this tender.

2.14 BID PRICES:

2.14.1 To be quoted in accordance to price bid format. The consultancy fee shall be inclusive of all taxes except GST, 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. Nothing shall be paid extra except GST and consultant is required to quote its rates

inclusive of all, considering the same.

- 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) of Rs.60,000/- (Rupees Forty two Thousand only) 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
 - (c) If bidder is a MSME/NSIC registered bidder and has not submitted any EMD under exemption clause but fails to perform as per 2.16.3 (a) & (b), then such

bidder shall be debarred for participating in TCIL future tenders for next two years.

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

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
- Design Concept Presentation
- 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 taxes except GST, 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. Nothing shall be paid extra except GST and consultant is required to quote its rates inclusive of all.

2.26.3 Nothing extra over the consultancy fee shall be payable.

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 highest score basis under QCBS method.

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 through Letter of Intent (LOI), 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 LOI, the successful bidder will submit the Performance Bank Guarantee & other requisite documents. After verification of PBG, Letter of Award shall be issued and bidder will be asked to 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 there EMD shall be returned accordingly.

- END OF SECTION 2 -

SECTION - 3

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 DEFINITIONS AND INTERPRETATIONS

3.1.1 Definitions

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

- (a) 'Client'/ Owner means Bodoland Territorial Council (BTC), Government of Assam
- (b) "Employer" means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India
- (c) ' Engineer in Charge/ Project Director ' means the designated officer of TCIL
- (d) "Consultant / Agency" shall mean the tenderer selected by the Employer for the performance of the work and shall include the successors and permitted assigns of the Consultant.
- (e) "Contract" means the Conditions i.e. General and special conditions, the technical Specifications, the Drawings, the Bill of Quantities, the Bid, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (f) "Specifications" means the relevant specification of the Works included in the Contract and any modification thereof or addition thereto as approved by the Employer on behalf of owner.
- (g) "Drawings" means all Drawings, calculations and technical information provided by the Employer to the Consultant under the Contract and all Drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Consultant and approved by the Employer on behalf of the Owner.
- (h) The term 'SOR' or price bid means the schedule of rates as mentioned in falling under detailed notice inviting tender of the main contract.
- (i) "Tender/Bid" means the Consultant's priced offer to the Employer for the performance and completion of the Works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- (j) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.

- (k) "Letter of Intent" shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- (l) "Letter of Acceptance/ Letter of Award (LOA)" 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

There is a great scope and need to develop tourist circuits on specific themes to attract the tourists having special interest in visiting such places.

The project is related to development of tourism infrastructural in Manas National Park, Deer Beel and Deepial Beel Lakes nearby area of BTC in the form of ethnic village, Eco log huts, water sports, lake development, parks, amusement parks, Jungle safari, Nature trails, Tourist information Center, Museum and Craft Center etc.

The project is to be taken under various state and central government assisted tourism promotion scheme with an aim to seek funds under Swadesh Darshan Yojna and other Schemes

It includes consultancy services for structural designing, preparation of design and drawings for the subjected works including civil, electrical / Water Supply / Sewerage Works /Fire fighting/ HVAC systems/Development works/Other Civil Infrastructure 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 planning and structural 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 made by the consultant in consultation with the employer/ Owner. 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 bidder's cost and nothing shall be paid extra.

Further detailed scope of work has been mentioned in Section -2.

3.7 PROJECT DIRECTORS AND PROJECT DIRECTOR'S REPRESENTATIVE

3.7.1 Project Director's Duties and Authority

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

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

approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Director.

3.7.2 Project Director's Representative

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

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 taxes, duties, levies and all costs and expenses which may be required in and for performance and full protection of the work as describe together with all general risks/liabilities and obligations set forth or implied in the documents on which the tender is based except GST. GST shall be paid extra.

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 Engineer-in charge.

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 business taxes, income and other taxes except GST 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 taxes 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 except GST. GST shall be paid extra.

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 occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the

right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.22 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.

1.24 The Consultant/Firms will be required to set up his office in BTC area with suitably required manpower and resources for regular interaction with owner and employer. Nothing extra shall be paid to consultant on this account and charges towards such expenses shall be inclusive in quoted rate/cost by consultant.

-End of Section 3

SECTION – 4

NIT No.: TCIL/CIVIL/GM(C)/ 2018-19/BTC/10

Dated: 18.12.2018

SPECIAL CONDITIONS OF CONTRACT

4.1 Source of Funds

Bodoland Territorial Council (BTC) is an autonomous council set up by Government of India under Parliament act and the BTC area in the state of Assam in India. BTC has appointed TCIL as Executing agency for the purpose of executing construction of various park and lakes development works on behalf of Owner. The project is to be taken under various state and central government assisted tourism promotion scheme with an aim to seek funds under Swadesh Darshan Yojna and other Schemes.

4.2 PERIOD OF COMPLETION

The Works are to be performed within a period of 36 months (Thirty Six 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 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 inclusive of all duties, taxes charges etc but exclusive of GST which shall be paid extra.

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 AMOUNT & SECURITY AMOUNT

5% Performance guarantee in the form of BG in prescribed format/ FDR/CDR/DD will be submitted within 10 days of issuing of LOI. A security amount of 5% of the work done value shall be deducted from running bills. Refund of performance guarantee shall be on successful completion of works and refund of security amount shall be after expiry of defect liability period.

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/ BTC'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 4 sets of drawings / BOQ as required for obtaining approval of the TCIL and /or BTC. The complete DPR/drawings/cost estimates etc shall be submitted by consultant to concerned authorities of state and central government ministries/departments time to time till the final approval of project and release of funds up to successful completion of works. Nothing extra shall be paid beyond the quoted bid value.

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 Feasibility report, master layout plan, Concept drawings, Plinth area estimate, DPR and other documents required for seeking administrative	Within 30 Days from issuance of LOA to consultant including mobilization period of 7 days

	and financial approval from concerned state & Central Government ministries/ departments, in consultation with concerned officials, as required . 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	
(b)	Stage-II After DPR approval by client, Consultant will prepare and submit detailed BOQ, Cost estimates, technical specifications, tender drawings, tender documents etc required for calling tenders for the subjected work(s).	Within 45 days from the confirmation of approval of DPR 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 50% construction activities can be taken up together	At the time of award to construction contractor(s) by employer
(d)	Stage-IV: After completion of 40% construction work at site & supply of 100% GFC drawings together and periodical revisions as required time to time in a periodical manner as asked by Engineer-in Charge.	Just immediately after achieving 40% 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 two months 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

Payments shall be made to Architect consultants on receipt of payments from client only. As per agreement with BTC, client will give payments to TCIL on receiving payments of first installment of the funds sanctioned from Government of India. With this condition, the payment will be made to consultant within 7 working 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 Feasibility report, master layout plan, Concept drawings, Plinth area estimate, DPR and other documents required for seeking administrative and financial approval from concerned state & Central Government ministries/ departments, in consultation with concerned officials, as required . 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	Nil
(b)	Stage-II After administrative & financial approval of DPR by client and subsequent release of funds, Consultant will prepare and submit detailed BOQ, technical specifications, tender drawings, tender documents etc required for calling tenders for the subjected work(s).	30% of the applicable fee
(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 50% construction activities can be taken up together	60% of the applicable fee minus previous payments
(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, in a periodical manner	80% of the applicable fee in a periodical manner minus previous payments
(e)	Stage- V Supply of As built drawings - Within two month from the certified date of completion for construction works	100% of the applicable fee minus previous payments

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.

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 BTC.

4.11.2 The consultant shall be required to submit 4 (four) copies of the approved drawings to the TCIL and /or BTC 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 BTC**.

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

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 BTC 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 BTCs i.e. the consultant shall be paid only after getting the payment by TCIL from owner, i.e. BTC.
- 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. Consultant is required to submit Professional Liability Insurance for the said project before release of payments to them.

- **END OF SECTION 4** -

SECTION 5

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

SCOPE OF WORK

- 5.1 The scope of work is for ‘Providing Comprehensive Architectural Consultancy Services for **Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism**’ 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 form of ethnic village, Eco log huts, water sports, lake development, parks, amusement parks, Jungle safari, Nature trails, Tourist information Center, Museum and Craft Center 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 & BTC. 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/ BTC. 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 STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output. The structural drawings shall be got vetted from any IIT/NIT/Reputed Government Engineering college before issuance for execution of works at site and consultant bid value will be inclusive of such charges. Nothing shall be paid extra to consultant on this account.
- 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/ BTC 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

5.9.3.2 Latest CPWD Schedule of Rate for Electrical, Fire Fighting items

5.9.3.3 Latest CPWD Schedule of Rate for HVAC Items (if any)

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

NIT No.: TCIL/CIVIL/GM(C)/ 18-19/BTC-MNP/10

Dated: 18.12.2018

Annexure – 1

Details of the Applicant

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

9	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Other details:	
	a) EPF No. valid up to b) TIN No. and certificate c) Clearance of sales Tax up to d) PAN No. and copies of IT return for last three years. e) Service Tax registration No. (Copies to be enclosed)	
12	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

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

Financial Information

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

	Description	2015-2016	2016-2017	2017-2018	Average annual turnover
		A	B	C	(A+B+C)/3
(i)	Gross Annual turnover on consultancy works				
(ii)	Profit/Loss				

Seal and Signature of Applicant

Annexure-3

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

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 –5

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

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

Affidavit

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

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

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

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

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

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

DEPONENT

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

Verified at _____ this _____ day of _____.

DEPONENT

ANNEXURE – 8
DECLARATION

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

NIT No.: TCIL/CIVIL/GM(C)/18-19/BTC-MNP/10

Dated: 18.12.2018

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 (Name of Work-----) within the specified time schedule.

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

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the 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 – 110 048 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

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

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

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

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

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

Authorized Signature

ANNEXURE – 10

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, **Telecommunication Consultants India Limited (TCIL)** acting Through, _____ (Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and _____ (Name of the company) represented by _____ /Authorised Signatory (Name & Designation of the officer) (hereinafter called the "BIDDER" /"SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid against Tender/RFO/EOI/RFP/RFQ for the _____ (Name of the Stores/Equipment/Services, Ref No: date) and the "BIDDER" /"SELLER" is willing to submit bid for the same and

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

NOW, T HEREFOR E

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

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

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

- 1.3 All the officials of the BUYER will report to the CMD, TCIL any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract(s) process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract(s) would not be stalled.
3. **Commitments of BIDDERS**

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

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

reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract(s) or forbearing to do or having done any act in relation to the obtaining or execution of the contract(s) or any other contract(s) with TCIL for showing or forbearing to show favour or disfavour to any person in relation to the contract(s) or any other contract(s) with TCIL.

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

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

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

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

- 3.7 The BIDDER will not collude with other parties interested in the contract(s) to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract(s).
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

The BIDDER shall not pass any information provided by the BUYER as part of business relationship to others and not to commit any offence under PC/IPC Act.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.
- 3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment benefit and
- (i) If comes to know of any unethical or illegal practice in BUYER.
 - (ii) If he makes any payment to any BUYER Associate.
- 3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact in case of further sub-contracting by the bidder. The BIDDER will undertake the responsibility of the adaptation of IP by all their sub contractor(s).
- 3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the previous years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract(s), if already awarded, can be terminated for such reason.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract(s) is/are signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii) To immediately cancel the contract(s), if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract(s), such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract(s).

- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract(s) signed by the BUYER with the BIDDER, the same shall not be opened.
 - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi) Any other action as decided by CMD, TCIL based on the recommendation by Independent External Monitors (IEMs).
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 5.1(i) to (xi) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- 5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.

6. Independent External Monitor (IEMs)

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

- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the CMD, TCIL.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the CMD, TCIL. The IEM can in this regard submit nonbinding recommendations. If TCIL has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Board of Directors, TCIL.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations

between the parties. The parties will offer to the IEM the option to participate in such meetings.

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

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

7. Facilitation of investigation

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

8. Law and Place of jurisdiction

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

9. Other Legal Actions

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

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

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

10. Validity

- 10.1 The validity of this Integrity Pact shall be from the date of its signing till final completion of the project that is the complete execution of the contracts to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.3 If any claim is made /lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, TCIL.
- 10.4 Changes and supplements need to be made in writing.
- 10.5 If the Contractor is in a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at Delhi on _____

BUYER (TCIL)

BIDDER ()

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

ANNEXURE – 10 (A)

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To

Sub: Tender No. / Contract No. _____

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

A) PRE-TENDER STAGE

I) Please provide the following information: -

- a) Whether tender document has been purchased.
Yes / No (If Yes, indicate the Receipt No.)
- b) If downloaded from website, whether fee for the same has been deposited.
Yes / No
- c) Whether the query has been given to TCIL before submission to IEM Yes / No (If Yes, please state the date of submission of query).
- d) If reply has been received, please attach a copy of the reply.

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

B) ISSUES RELATING TO EVALUATION OF TENDERS :

I) Whether any reference has been made to TCIL Yes /
No

(If yes, reply received from TCIL be attached.)

II) Issue on which reference is being made.

III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTATION STAGE

I) Date of signing of the contract.

II) Please state whether the Performance Guarantee has been submitted in terms of the contract.

Yes / No

III) Agreement Clause No. against which the complaint is being made.

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

D) ISSUES REFERENCE : (Please State the query)

I) Please state whether any reference was made to TCIL.

Yes /

No.

(If Yes, reply of TCIL be attached)

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

Signature _____

Name of the Company _____

Address _____

Tel. No. _____

Mob. No. _____

Fax No. _____

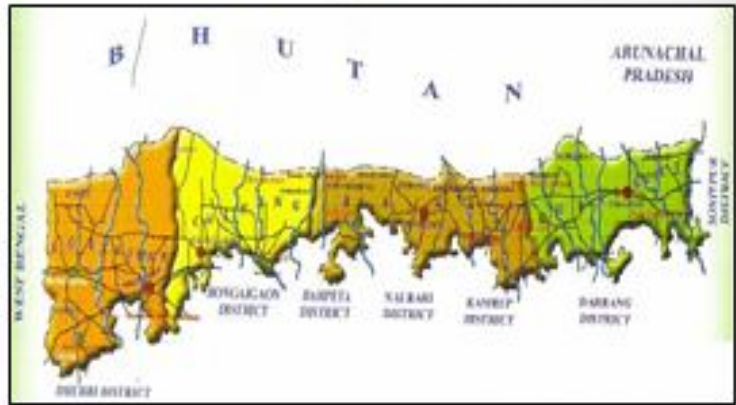
E-MAIL _____

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

Attachment-1

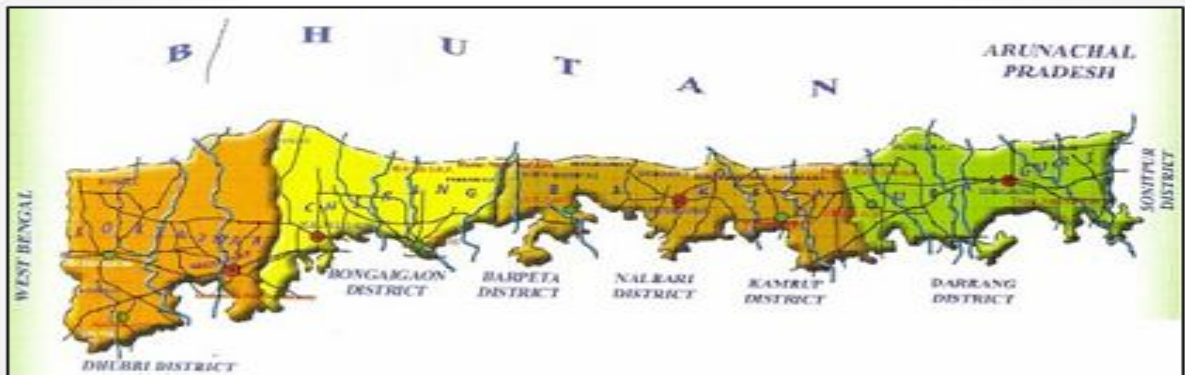
Land details of proposed site of Development of Tourism
Circuit linking Manas National Park, Deer Beel and Deepial
Beel Lakes

As per attached file



BODOLAND TERRITORIAL AREAS DISTRICT (BTAD)

BODOLAND TERRITORIAL COUNCIL





Total land Area for Tourism Swadesh Darshan:-

Total In Acre=0.766 Sq Km= 189 Acre approximate

Deer Beel and Deepial Beel Lakes



MANAS NATIONAL PARK



TENDER DOCUMENT

FOR

“Providing Comprehensive Architectural Consultancy Services for Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism”

Tender No: TCIL/Civil/GM (C)/18-19/BTC-MNP/10

Issued on: 18.12.2018

Volume II: Financial Bid

Issued By:

GM(Civil)

Telecommunications Consultants India Ltd.

TCIL Bhawan, GK-I, New Delhi-110048

Telephone No:-011-26202020, Fax No:-011-26242266

Email Id:-singh.sunil@tcil-india.com, Visit us at

http://www.tcil-india.com



Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)

TCIL Bhawan, Greater Kailash-I

New Delhi – 110048 (India)

Telephone no.:011-26202020, Fax:011-26241865

website: www.tcil-india.com Email:tcil@tcil-

india.com

CIN No.:U74999DL1978GOI008911

IS/ISO 9001



VOLUME - II - PART (A)
(FORWARDING LETTER — On Bidder's Letter Head)

To,
GGM(Civil-BD)
Telecommunications Consultants India
Limited Room No. 511, TCIL Bhawan,
Greater Kailash-I,
New Delhi-110 048

Dear Sir,

I/We submit the e-tender for _____ for Tender No: _____
Date: _____

I/We have thoroughly examined and understood instructions to contractors, terms and conditions of the contract given in the NIT and those contained in the general conditions of contract and its appendices, and annexure and agree to abide by all the terms & conditions of the tender document and corrigendum etc.

I/We offer to carry out the work at the price quoted in the price schedule Part (B). **It is confirmed that the rates quoted above are all inclusive of all charges, taxes, duties or any other levies as applicable excluding GST.**

2. I/We agree to keep the offer open for acceptance up to and inclusive of the date under referenced clause of Section-2. I/We shall be bound by communication of acceptance of the offer dispatched within the time.
3. I / We do hereby declare that the entries made in the tender and appendices attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Mr./Ms. _____ Whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/ us to carry out the business of the firm.

Yours faithfully

(Signature of Constituted Attorney)

(Signature of contractor)
(Capacity in which signing along with seal)

NOTE:

- (1) If the discrepancy exists between figures & words in quotations, in that case the amount in words will prevail.
- (2) Absurd / Abnormal rates will not be considered by the Employer.

Name and address of Bidder

Name _____
Address: _____

Date: _____

Name and address of witness

Name _____

Address: _____

Date: _____

PART - B

Financial Bid

(ON THE BIDDER'S LETTER HEAD)

To
GM (Civil)
Telecommunications Consultants India Ltd.
Room No. 413, TCIL Bhawan, GK-I,
New Delhi-110048
Telephone No:-011-26202020, Fax No:-011-26242266
Email Id:-singh.sunil@tcil-india.com

NIT No.: TCIL/Civil/GM (C)/18-19/BTC-MNP/10

Dated: 18.12.2018

Name of Work: "Providing Comprehensive Architectural Consultancy Services for Development of Tourism Circuit linking Manas National Park, Deer Beel and Deepial Beel Lakes in Bodoland Territorial Council Area in the state of Assam under Swadesh Darshan Scheme of Ministry of Tourism"

S.N.	Description of Item	Unit	Quantity	Bidder's Rate		Bidder's Amount based on estimated cost of construction	
				In figure	In Words	In figure	In Words
(c)	Comprehensive Architectural Consultancy Services for Construction of Indian Institute of Information Technology project as mentioned in this tender document inclusive of topographical survey, soil investigations, Collection of required other data and records, preparation of plans, elevations, design and drawings, BOQ, cost estimate, technical specifications, DPR, tender documents, GFC drawings & As built drawings, O&M manual complete.	Job	01	In----- % of Construction cost	In----- % of Constructi on cost		

We offer to perform the Works described above in accordance with the Conditions of Contract accompanying this Bid with Rs.------(In figures) and Rupees------(In words). **Our Offered cost is inclusive of all charges, taxes, levies as applicable but excluding GST.**

This Bid along with addendums/ corrigendum 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,

Authorized Signatory

Name and Title of Signatory

Name of bidder

Address:

Date:

Note: The Cost of bid shall be initially based on estimated cost of works however; the final cost shall be based on completed cost of construction on actual basis.

END OF PART-2