

**“Construction of EMRS (Eklavya Model Residential School)at Jalah
(Phase 2) Distt. Baksa in the state of Assam”**

VOLUME-VII

Annexure

Telecommunications Consultants India Limited
*H. No. 1421, NH-37 Tetelia, P.O- Gotanagar,
District- Kamrup Metro, Guwahati, Assam, PIN- 781033*

ANNEXURE-1

(Undertaking to be submitted by the bidder on Rs. 10/- Stamp Paper)

I (We) i.e. M/s _____, hereby undertake that I (We) has (have) provided all the required information for the said tender (Tender No.....)

I (We) understand that TCIL is free to verify any or all documents/ certificates/ information etc. submitted by me (us) against this tender.

Further, I (We) also agree that in case, it is established that I (We) has (have) submitted forged documents/ certificates, my (our) Price Bids shall not be opened and any action including blacklisting as deemed fit shall be initiated by TCIL. Further, in such case my (our) Security Deposit amount shall also be forfeited.

(Signature)

Name:-

Address:-

Contact No.:

Email:-

Annexure-2

BID SECURITY DECLARATION

We, the undersigned, declare that:

We , M/s..... (herein referred as bidder) understand that according to bid clause No .
..... , bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-.

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing (PBG) of this tender.
- (c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser' s notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

ANNEXURE-3**FINANCIAL DATA****NAME OF THE BIDDER:-**

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

NOTE:-

- (i) Attach all copies of Audited Financial Statements of the last five Financial Years, as mentioned above.
- (ii) The Financial data as per above annexure shall be certified by the Chartered Accountant/ Statutory Auditor in original under his signature, stamp and membership number.
- (iii) Historic Financial Statement must be complete, including all notes to the financial statements.
- (iv) If Audited Balance Sheet of any Financial Year is not submitted, the bid of such bidders will be considered as non-responsive.

ANNEXURE-4

Value of Existing Commitments & ongoing works

NAME OF THE BIDDER:-

Name and brief particulars of the contract	Name of the Client with Telephone, Mob. No. and Email IDs	Contract Value in INR (give the value of work assigned to the bidder)	Value of balance works yet to be done in INR (<i>as on the day of bid submission</i>)	Date of Completion as per Contract agreement	Expected Completion Date	Delay, if any, with reasons	Value of work to be done in next 14 months w.e.f. the day of bid submission
						TOTAL	

NOTE:-

The Financial data in above prescribed format shall be certified by Chartered Accountant/ Statutory Auditor in Original under his signature, stamp and membership number.

ANNEXURE-5

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. NAME OF WORK:
2. Date of LOI: (letter no. & date:)
3. Date of Agreement: (letter no. & date:)
4. Details for Construction Period: -
 - a. Stipulated date of commencement as per Award Letter(LoI):
 - b. Stipulated date of Completion of Construction Work: -
 - c. Actual date of Commencement: -
 - d. Likely date of Completion: -
5. Period for which extension of time has been given previously:
6. Total Period (Construction Period) for which extension is applied for:
7. Details of Extension of time requested as under:

S.N	Nature of Hindrance	Date of Occurrence of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Extension of time applied by the Contractor	Overlapping Period if any	Net Period for which extension applied by the Contractor	Documents attached in support justifying extension
1								
2								
3								

8. Up-to-date expenditure:
9. Extension of time required for extra works:
10. Details of Works and amount involved:
11. Total extension of time required for:

Certified that,

The reasons/events hindered the work are beyond the control of Contractor and number of days claimed against each hindrance are true to my knowledge. Further such extension of time shall not involve any additional expenditure.

Signature of Contractor

Dated

ANNEXURE-6

FORMAT OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

Guarantee No. _____
 Amount of Guarantee Rs. _____
 Guarantee cover from (Name of the Bank) _____
 Last date for lodgment of claim(s) _____
 No. of pages in the B.G., including this page _____

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

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

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

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

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

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

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

HEREUNTO. DATE: -

ANNEXURE-7

FORMAT OF AGREEMENT

A

This Agreement is made on this _____ day of _____ 20____

Between

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

And

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

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

Whereas **National Education Society for Tribal Students (NESTS)**, a society registered under the Society Registration Act, 1860 and having its registered office at Room No 218 (B), D Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi – 110001 and correspondence office Room No, 415 B Wing Shastri Bhawan Dr. Rajendra Prasad Road, New Delhi – 110001 (hereinafter referred to as “Client”/ “NESTS”) has awarded the works to TCIL as “**Construction of 31 (Thirty One) (4+12+1+8+6) Eklavya Model Residential School (EMRS) at Arunachal Pradesh, Assam Bihar, Jharkhand and Mizoram states**” (hereinafter referred as “Work”)

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

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

NOW THIS AGREEMENT WITNESSES as follows:

1. In the Agreement, words and expressions have the same meanings as are respectively assigned to them in the conditions of contract/ documents hereinafter referred to.
2. The following standard documents in addition to the documents attached with NIT, shall be deemed to form and be read and construed as part of Agreement viz.
 - a) Tender Documents of NIT No. : & Corrigendum(s)
 - b) The conditions and specifications of the Client as contained in the tender documents
 - c) The Letter of Acceptance vide Letter no from agency and Letter of Intent vide letter no..... issued by TCIL.
 - d) Bid dated submitted by the agency against NIT No. and subsequent clarifications, negotiations & correspondence between the parties in this regard.
 - e) The Agency’s offer containing the following volumes:-

Tender No :

- (i) Volume-I: Technical Bid
- (ii) Volume-II: Financial Bid
- (iii) Volume-III: Technical Specifications, Make List & Scope of Works

- (iv) Corrigendum No-1 : Drawings
- (v) Corrigendum No-II
- (vi) Corrigendum No-III dated
- (vii) Corrigendum No-IV dated

3. In case of any inconsistency in documents, priority of contract document shall prevail as per the sequence stated in clause no. 3.7.2 of NIT No.

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

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

6. Payment terms shall be governed by the tender clause 4.29 of NIT No.

7. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of subject Works/Projects, the contractor understands, agrees and undertakes that the Payment terms shall be governed by the provision clause no. 4.29 of NIT No..... However, Contractor has clearly understood & agreed that

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

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

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

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

Further,

(v) The Agency fully understands and is aware that the Project is being executed for the ultimate benefit of the Client/ Owner, who is the Principal Employer and that TCIL has awarded the works/Project on back to back basis or as PMC/ Executing Agency/ Construction Agency at terms & conditions as per MOU/agreement with the Client. The Agency agrees and understands that the agency is executing the works of the Client as per the terms, conditions and specifications of the tender floated by the Client or where TCIL is working as PMC or Executing Agency/ Construction Agency, as per terms & conditions of the tender floated by TCIL on behalf of the client or by client, as the case may be. The Agency fully understands and agrees that role of TCIL is of PMC/Executing Agency/ Construction Agency only or to supervise the execution of contract only, whereas the actual execution to be done by the Agency.

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

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

shall otherwise be payable by TCIL to the Agency in its normal liability to pay to the Agency for the execution of the contract.

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

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

8. The benefit in case of Force Majeure event as stated at Clause no. 3.9 of Vol-I Technical Bid shall be extended if such an event is accepted by the client and due extension/benefit granted to TCIL.

9. This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi Only and to all Courts at Delhi having jurisdiction in appeal there from as stated in Clause no. 3.40 of NIT No.

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

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

**For and on behalf of
M/s Telecommunications Consultants India Ltd.**

**For and on behalf of
M/s**

()
(signature, name & address)

()
(signature, name & address)

Witness

Witness

1.

1.

2.

2.

ANNEXURE-8

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE ISSUED BY A DELHI / GUWAHATI BRANCH)

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

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

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

Authorized Signature
Manager
Seal of Bank Contact details

ANNEXURE – 09

FORMAT FOR NO-CONVICTION CERTIFICATE/NON-DEBAR CERTIFICATE

[To be submitted on the Letterhead of the Bidder]

No.

Date:

To,

General Manager (Civil)/ PD (NE-1)
Telecommunications Consultants India Limited
Guwahati-781033

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

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

In accordance with the above, we declare that:

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

ANNEXURE – 10

FORMAT FOR BG (EMD)

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

THE CONDITIONS of the obligation are:

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

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

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

Signature of the Bank Authority
 Name
 Signed in Capacity of
 Full address of Branch
 Tel No. of Branch
 Fax No. of Branch
 Name & Signature of witness:
 Address of witness:

ANNEXURE – 11

FORMAT FOR CERTIFICATION OF GENUINENESS

[To be submitted on the Letterhead of the Bidder]

No.

Date:

To,

General Manager (Civil)/ PD (NE-1)
Telecommunications Consultants India Limited
Guwahati-781033

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

I am _____, Authorized Signatory of _____ having registered office _____ undertake that all the documents/certificate/information submitted by me against the tender for the work of “Construction of EMRS (Eklavya Model Residential School) at Jalah (Phase 2), Distt. Baksa in the state of Assam” are genuine.

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

ANNEXURE – 12

FORMAT FOR CLAUSE BY CLAUSE COMPLIANCE

[To be submitted on the Letterhead of the Bidder]

No.

Date:

To,

General Manager (Civil)/ PD (NE-1)
Telecommunications Consultants India Limited
Guwahati-781033

Sub: Undertaking for Clause by Clause compliance for Tender No. ----- dated -----

I am _____, Authorized Signatory of _____ having registered office _____ undertake that all the Clause by Clause compliance submitted by me against the tender for the work of “Construction of EMRS (Eklavya Model Residential School) at Jalah (Phase 2), Distt. Baksa in the state of Assam”.

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

Yours faithfully,

(Signature, name and designation
of the Authorized signatory)

Annexure-13

LIST OF MINIMUM PLANT AND EQUIPMENT PROPOSED TO BE DEPLOYED FOR EXECUTING THE PROJECT

Whereas it is entirely the responsibility of the Contractor to deploy sufficient construction plant and equipment to ensure compliance with his obligations under the Contract. This list constitutes the Employer's estimate of the minimum essential basic holding of construction plant and equipment, which the Contractor must own or have long term leasing arrangements (Applicant to indicate if the equipment is proposed to be Owned/ Leased/ Purchased)

S. No.	Type of Equipment	Capacity	Max Age (Years)	Number
1	Concrete Batch Mixing Plant with weighing multi- compartment overhead bins and computerized integrated system	30 to 50 Cum per hour	Newly owned	1
2	Excavators	1.25 m3	2	1
3	Rock Breaker		2	1
4	Concrete Mixed with integrated weight batching facility	10 to 15 Cum per hour	Newly owned	2
5	JCB	.35 M3	2	2
6	Cranes (Hydra)	20 Tonne	2	1
7	Moblie Tower Crane	0.8 Tonne	2	1
8	Low Bed Truck (Four wheel drive)	10 cum capacity	2	1
9	Tippers (four wheel drive)	14 Cum	2	6
10	Concrete pump	200m horizontal & 100m vertical	2	2
11	Tower Crane	50m	2	2
12	Hoist lifts	50 mtrs	2	2
13	Needle Vibrators		New owned	As per site requirement
14	Total station		1	1
15	Auto level		1	1
16	Generators	As per requirement	Newly owned	2
17	Steel Shuttering		1	5000 Sqm
18	Transit Mixer	6 cum	2	2
19	Concrete Trolley	1 cum	2	4
20	Vibro-roller		2	1
21	Hot mix plant		5	1
22	Double drum roller/ static roller		5	1

NOTE: The list is not exhaustive and any other Machinery, Equipments and tool and plants required to be procured for successful completion of project as per targets shall be brought by the Contractor.

CHECKLIST

S. No.	Description of the Document	Page Ref.
1.	Power of Attorney	
2.	Bidding Capacity documents:-	
	(i) Bid Capacity along with the calculations and supporting documents (copy of letter of award and last bill payment from client for each work) should be duly certified by Statutory Auditor/ CA on their letter head with details of Membership No., Contact (email & phone number) and UDIN number.	
	(ii) Financial data for latest last five financial years ending with FY 2020- 21 as mentioned in Annexure-3 along with audited financial statements. The financial data in the prescribed format shall be certified by the Statutory Auditor/ Chartered Accountant	
	(iii) Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited, in Annexure-4 which shall be certified by the Statutory Auditor/Chartered Accountant along with all the supporting documents considered for arriving at the value of works in hand	
3.	Undertaking on Rs. 10/- stamp paper as per Annexure-1	
4.	Bid Security Declaration (as per Annexure-2)	
5.	Statement showing Clause-by-Clause compliance to all the tender terms & conditions on the letter head of their organization.	
6.	Certificate on their letterhead for sourcing products and services in tender as per clause 1.11 of the Price Bid.	