

## Notice Inviting Tender

for

### Construction of Boys Hostel Block (02 nos.) and Entrance Gate for Netaji Subhash Chandra Bose Military Academy Complex in Silvassa

**NIT No: TCIL/Consultant(C-BD)/NMA-NIT/2024-25/02**

**Date of Issue: 06.08.2024**

Issued By:

Consultant (Civil-BD)  
Telecommunications Consultants India Ltd.  
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## SECTION-1

**NOTICE INVITING E-TENDER**

**Online E-Tenders under Single-stage two-bid system are invited from experienced and eligible Contractors for “Construction of Boys Hostel Block (02 nos.) and Entrance Gate for Netaji Subhash Chandra Bose Military Academy Complex in Silvassa”.**

Name of Work	Estimated Cost of Construction	Cost of Tender Document	Earnest Money D
“Construction of Boys Hostel Block (02 nos.) and Entrance Gate for Netaji Subhash Chandra Bose Military Academy Complex in Silvassa”	<b>Rs 10,17,15,732/-</b> (Rupees Ten Crores Seventeen Lakhs Fifteen Thousand Seven Hundred and Thirty Two Only) inclusive of all charges, costs, taxes, levies etc. including GST, EPF & ESIC.	<b>Rs 11,800/-</b> (Rs. Eleven Thousand Eight Hundred Only) (i.e. Rs 10,000+18% GST); Non-Refundable.	<b>Rs. 5,00,000/-</b> (Rupees Five Lakhs Only)

Submission of Online Bids is mandatory for this NIT. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. NIT document is available on TCIL website (<https://www.tcil-india.com/nit.php>) & GePNIC portal (<https://www.etenders.gov.in>). The important dates are as given below:

**1.1 NOTICE INVITING TENDER DETAILS**

1.1.1	Name of the Work	:	Construction of Boys Hostel Block (02 nos.) and Entrance Gate for Netaji Subhash Chandra Bose Military Academy Complex in Silvassa
1.1.2	Location	:	Netaji Subhash Chandra Bose Military Academy, Mota Randha, Silvassa, Union Territory of Dadra Nagar Haveli – 396230
1.1.3	Estimated cost of construction works	:	<b>Rs 10,17,15,732/-</b> (Rupees Ten Crores Seventeen Lakhs Fifteen Thousand Seven Hundred and Thirty Two Only) inclusive of all charges, costs, taxes, levies etc. including GST, EPF & ESIC.
1.1.4	Cost of Tender Document	:	<b>Rs 11,800/-</b> (Rs. Eleven Thousand Eight Hundred Only) (i.e. Rs 10,000/- + 18% GST); Non Refundable <b><i>Refer clause 1.7 below</i></b>
1.1.5	Earnest Money Deposit (EMD)	:	<b>Rs. 5,00,000/-</b> (Rupees Five Lakhs Only) <b><i>Refer clause 1.6 below</i></b>
1.1.6	Stipulated period for Completion of construction works	:	12 months
1.1.7	Validity of Bid	:	120 days from the date of opening of Technical Bid of tender.
1.1.8	Start Date & Time of Publishing Tender	:	06.08.2024 at 1530 hrs

1.1.9	Start Date & Time of Procurement of Tender Document	:	06.08.2024 at 1530 hrs.
1.1.10	Last Date & Time of raising/ Seeking information in writing, if any	:	11.08.2024 up to 1800 hrs. (No query after this date & Time shall be entertained) The mail seeking information/queries can be sent in writing to the following email id's <a href="mailto:surinder.kumar@tcil.net.in">surinder.kumar@tcil.net.in</a> <a href="mailto:sanjay.sharma@tcil.net.in">sanjay.sharma@tcil.net.in</a> <a href="mailto:durgesh.kumar@tcil.net.in">durgesh.kumar@tcil.net.in</a>
1.1.11	Date of Pre-bid Meeting	:	12.08.2024 at 1500 hrs. at 505, 5th Floor, TCIL Bhawan, Greater Kailash-1, New Delhi-110048
1.1.12	Last Date, Time of Procurement of Tender Document	:	27.08.2024 up to 1200 hrs.
1.1.13	Last Date & Time for submission of bid	:	27.08.2024 up to 1500 hrs.
1.1.14	Online Opening of Technical bid.	:	28.08.2024 at 1500 hrs.
1.1.15	Online Opening of Financial bid.	:	To be notified later
1.1.16	Defect Liability Period	:	12 Months after successful handing over of works

**Contact Information:**

**TCIL Contact-1** : **Surinder Kumar**, Consultant (Civil-BD)  
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New Delhi - 110048  
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**GePNIC -** Toll Free Telephone No. : 1800 3070 2232 Helpdesk

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

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

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

### 1.1.17 SITE VISIT

- (i) The bidder is expected to visit and examine the site of works and its surroundings, go through the plans/ drawings/ details connected to the work, if/as available and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense, risk and cost.
- (ii) It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- (iii) It shall be deemed that the bidder has got himself acquainted with the geological details as well available for the proposed work site

### 1.2 ELIGIBILITY CRITERIA

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

- a) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / **Government Societies**. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- b) The bidder shall fulfill the following **financial criteria**:-
  - i. Average Annual Financial Turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least Rs 3.05 Crores (excluding GST) i.e. FY 2020-21, 2021-22 & 2022-23.
  - ii. Net worth should be positive as on 31<sup>st</sup> March of last Financial Year i.e. 2022-23.
  - iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years i.e. FY 2020-21, 2021-22 & 2022-23.
- c) Experience of having **successfully completed similar works during the last 7 years** from the date of bid submission should be either of the following:

Three similar works each costing not less than Rs. 4.07 crores.

Or

Two similar works each costing not less than Rs. 5.09 Crores.

Or

One similar work costing not less than Rs. 7.12 Crores.

- Similar work shall mean successfully completed **“Construction of RCC framed Residential/ Non-Residential building works of any number of storey including Electrical, Sanitary & Plumbing works”** in the last 7 years for the Government/ Semi Government / Govt. Autonomous Bodies / Private Sector.
- Bidder to submit copies of Completion certificates along with LOA/ Agreement from client clearly mentioning the nature of work, value of work, date of start, time period & actual date of completion. The certificates shall be considered only if it is issued / counter signed by an officer not below the rank of EXECUTIVE ENGINEER OR equivalent.
- In case the work experience is of Private Sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and corresponding TDS certificates. Value of work will be considered commensurate with the value of TDS Certificate. The TDS certificate to be duly certified by the Statutory Auditor. If the requisite TDS certificate is not provided by the bidder, the related work experience will not be considered for any further evaluation.
- Certificates in the name of other companies:
  - Certificates of Subsidiary/Parent/Group Company/Own works: Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. On the other hand, the companies firms which intend to get qualified on the basis of experience of the parental company/group company/own works, shall not be considered. Further the financial parameter of the subsidiary or Parental Company cannot be used by the other one for qualification.
  - Merger/acquisition of Companies: In case of a Company/firm, formed after merger and/or acquisition of other companies/firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/acquired companies/firms will be considered for qualification of such Company/firm provided such company/firm continues to own the requisite assets and resources of the merged/acquired companies/firms.
- Foreign Certificate
  - In case the work experience is for the work executed outside India, the bidders have to submit the completion/ experience certificate issued by the owner duly signed & stamped, and affidavit to the correctness of the completion/ experience certificates. The Contractor shall also get the completion/ experience certificates attested by the Indian Embassy/ Consulate/ High Commission in the respective country.
  - In the event of submission of completion /experience certificate/ other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ consulate/ High Commission in the respective country.
- Note:
  - Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

- For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.
- d) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid. In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work if work is awarded to them.

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

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

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

- e) Manufacturers Authorization Certificate (MAF) – **NOT APPLICABLE**
- f) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted on the Company’s letter head.
- g) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
- h) The bidder shall submit an undertaking on their letterhead stating that:
- “In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:
- “We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.
- We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.
- i) The bidder needs to submit un-priced BOQ along with their technical bid.
- j) The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

**k) ESI, EPF & Labour License:**

Bidder is required to submit the copy of applicable license/registration or proof for obtaining Labor license. Bidder is also required to submit copy of EPF, ESI registration certificate along with the bid.

The Bidder should comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022.

- l) The bidder should have a local office where work is to be executed. Else, he should give an undertaking that he will open a local office after award of work.

**m) LABOUR LAWS (wherever applicable):**

- The Bidder should comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022.
- The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.
- The contractor shall also comply with provisions of the Inter-State Migrant Workmen(Regulation of Employment and Conditions of Service) Act, 1979.
- The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building another Construction Workers Welfare Cess Act, 1996.
- Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**n) Bid by Consortium/JV: NOT ALLOWED**

- 1.3** The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this NIT are genuine.



In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period upto 2 years.

- 1.4** A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this NIT as well as client's MoA (which forms part of this NIT), duly Signed and stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.

Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements are not mentioned in the datasheet, OEM compliance shall be submitted.

- 1.5** DELETED

**1.6 BID SECURITY (EARNEST MONEY DEPOSIT)**

EMD amount shall be Rs 5,00,000/- (Rupees Five Lakhs only).

EMD amount can be submitted in the form of Demand Draft (DD) drawn in favour of "Telecommunications Consultants India Limited" payable at New Delhi along with the bid, or in the form of a Bank Guarantee (BG)/e-BG in the prescribed format (Section-17) from a SFMS enabled Scheduled Commercial Bank through SFMS Platform or as an Insurance Surety Bond as per format given in Section 18 or Fixed Deposit Receipt (FDR) or Bankers Cheque. **The validity period of BG (EMD) should be 120 days.**

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

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFS Code	ICIC0000007

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

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



Note: Bids received without Bid Security (EMD) may be summarily rejected.

### 1.7 **TENDER FEES**

Tender Fees shall be Rs 11,800/- (*Rupees Eleven Thousand Eight Hundred Only*). Tender Fee can be paid through the following prescribed electronic mode of payment (***UTR No. is to be provided by bidder in the technical online bid***):

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



#### **Notes for EMD and Tender Fees Exemption:**

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

- a) The bids submitted without bid security/tender fees or inadequate bid security/tender fees will be rejected. No interest shall be payable on bid security amount.
- b) If bid security/tender fees is submitted as BG/DD, it should reach o/o Tender Accepting Authority, TCIL Bhawan, 5<sup>th</sup> Floor, Greater Kailash-I, New Delhi-110 048 within the last date & time stipulated for bid submission in the tender.
- c) The EMD/Bid Security of unsuccessful bidder shall be returned as promptly as possible but not later than 30 days after expiry of the bid validity period.
- d) The EMD/Bid Security may be forfeited if:
  - (i) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
  - (ii) fails or refuses to execute the Contract, if required; or
  - (iii) The successful bidder fails to submit performance security within the prescribed time.  
or
  - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

### 1.8 **EVALUATION**

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

- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference needs to be given as per Purchase Preference defined in this EOI.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

The bidders will be evaluated in the following manner:

The initial criteria prescribed in the experience criteria mentioned above w.r.t. similar works completed, financial turnover, net worth, profitability etc. will first be scrutinized by the screening/evaluation committee and the bidder's eligibility for the work shall be determined.

The financial bid for those bidders will be opened who qualify the eligibility criteria prescribed above in respect of experience of similar works completed, financial turnover, net worth, profitability etc. Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule and the L1 bidder shall be awarded the work.

TCIL reserves the right to reject any or all application, split the work and cancel the process without assigning any whatsoever reason may be.

### **1.9 VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days, after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

### **1.10 IP PROGRAMME**

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. Latest IP document is available at TCIL website ([www.tcil.net.in](http://www.tcil.net.in)) Link- [https://www.tcil.net.in/integrity\\_pact.php](https://www.tcil.net.in/integrity_pact.php). 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.

Only those vendors who have 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:

- 1) Shri Anil Kumar Shrivastava, Independent External Monitor Email ID: [anilifs86@gmail.com](mailto:anilifs86@gmail.com)
- 2) Shri Harishwar Dayal, Independent External Monitor E mail ID: [dayalagra@gmail.com](mailto:dayalagra@gmail.com)

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

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

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.

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.

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.

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

**1.11 INTEGRITY PACT**

- a) This EOI is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- b) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission. In case of consortium bid, the lead partner shall sign as authorized signatory and the consortium partner as witness.
- c) EOI received without a signed copy of the Integrity Pact document will be liable to be rejected.
- d) In case of Joint Venture, all partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- e) Mediation Clause

In the event of any dispute between management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, the dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.

In case the dispute remains unresolved even after mediation by panel of IEMs, the organization may take further action as per terms and conditions of the contract.

**1.12 DELETED****1.13 AUTHORIZATION LETTER/ BOARD RESOLUTION**

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

1. Managing director
2. The Chief Executive Officer

3. The Manager
4. The Company Secretary
5. The Whole-time director
6. The Chief Financial Officer

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

#### **1.14 MOU / AGREEMENT**

The selected bidder will have to sign a MoU/Agreement with TCIL within a month of issuance of Letter of Award, as per attached format. The following documents shall form the part of the MoU/agreement:

1. This NIT document along with its corrigenda.
2. Any other correspondence w.r.t this NIT.
3. MoU with the Client regarding captioned work.
4. LoI & LoA issued to the successful bidder.

#### **1.15 SUBMISSION OF FORGED DOCUMENTS**

Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI. In case at any stage of this process, if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the EOI/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future tenders of TCIL for a period upto 2 years.

#### **1.16 CLARIFICATION FROM BIDDERS**

The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.

#### **1.17 REGISTRATION OF MSE VENDORS**

All MSE bidders may be registered on TReDS platform (<http://www.rxil.in>) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

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

**1.19** TCIL reserves the right to accept or reject any or all the NITs without assigning any reason.

#### **1.20 DELETED**

**1.21 Escalation:** No escalation shall be applicable on this contract. No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. Price quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be payable on this contract.

- 1.22** The bidder should have Local Office where work is to be executed. Else, he should give an undertaking that he will open Local office after Award of Work

**1.23 CONTACT INFORMATION**

**Project Division:**

**Surinder Kumar**  
**Consultant (Civil-BD)**  
Telephone: +91-11-26202505  
e-mail: [surinder.kumar@tcil.net.in](mailto:surinder.kumar@tcil.net.in)

**Schedule-I**

<b>S. No.</b>	<b>Description</b>	<b>Values/Description to be Applicable for Relevant Clause(s)</b>
1.	Name of the Work	Construction of Boys Hostel Block (02 nos.) and Entrance Gate for Netaji Subhash Chandra Bose Military Academy Complex in Silvassa
2.	Client/ Owner	Power Finance Corporation/ VGP
3.	EMD	Rs. 5,00,000/- (Rupees Five Lakhs Only)
4.	Estimated Cost of Construction	<b>Rs 10,17,15,732/-</b> (Rupees Ten Crores Seventeen Lakhs Fifteen Thousand Seven Hundred and Thirty Two Only) inclusive of all charges, costs, taxes, levies etc. including GST, EPF & ESIC.
5.	Time allowed for Completion of Work	12 (Twelve) months
6.	Mobilization Advance	N/A
7.	Interest Rate of Mobilization Advance	N/A
8.	Schedule of Rates applicable	For Schedule items Gujarat SoR (Valsad) & Maharashtra SOR for items not available in SoR (Valsad), Market rates for non-schedule items.
9.	Validity of Tender	120 days from the date of opening of technical bid
10.	Performance Guarantee	<b>5% (Five Percent Only) of the awarded value</b> of contract within 10 days from the issuance of LOI.
11.	Security Deposit /Retention Money	<b>5% (Five Percent only)</b> of this gross value of each running/Final bill.
12.	Compensation for delay of work ( L.D)	With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 12 % (twelve percent) of the accepted Tendered Value of work.
13 (a).	Deviation limit beyond which Variation Clause (Clause 3.19.2) shall apply for all works except foundation.	<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b> <b>50%</b>
13(b).	Deviation limit beyond which Variation Clause (Clause 3.19.2) shall apply for foundation work	<b>FOR BUILDING &amp; ASSOCIATED WORKS WITHIN THE CONTRACT</b> <b>100%</b>
13(c).	<b>Total Deviation:</b>	Since the financial assistance is under CSR initiative of PFC there is no scope of any kind of deviation/variation in the subject work. However, deviation/variation of items within LoA value shall be done; any deviation/variation beyond LoA value shall be subject to the approval from the Client.
14.	Escalation Rates	Rates are fixed during the contract period. No escalation in rates shall be admissible in any case during the validity of contract. No claim in this regard shall be entertained what so ever.
15.	Defect Liability Period	The Defects Liability & Maintenance Period shall be 12 (Twelve) months from the date of handing over the project to the Employer/Owner.

**END OF SECTION-1**