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(A Govt. of India Enterprise)

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Corrigendum No-02

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NIT NO:	TCIL/CIVIL/PD(JH)/2024/EMRS/2 Dated :-19.06.2024
Name of work:-	Construction of Eklavya Model Residential School (EMRS) at Block Nagri, Dist Ranchi in the state of Jharkhand

SI.No.	Descriptions of Clause no	Existing Clause	Modified Clause
1	Clause 1.9 JV/ Consortium	The participation through JV/ Consortium is permitted in this tender.	<p>1.9 The participation through JV/ Consortium is permitted in this tender.</p> <p>The participation through JV/ Consortium is permitted in this tender. Consortium must comply following requirements:</p> <p>The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a Authorization letter/Board Resolution signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of three (03) agencies. For Turnover Financial Eligibility Criteria, the turnover of each partner shall be added for the propose eligibility criteria. However, the turnover of lead bidder shall not be less than 25% of average turnover requirement of bid and must fulfil net-worth requirement criteria.</p> <p>In case of consortium, the experience criteria of similar work to be full filled by lead bidder against eligibility criteria 1.3 (A) is as follow:</p> <p>a) One work if total requirement is for One work (Value/ years as per Clause 1.3 (A)</p> <p>b) At least One work if total requirement is for Two work (Value/ years as per Clause 1.3 (A)</p> <p>c) At least One work if total requirement is for Three work (Value/ years as per Clause 1.3 (A)</p> <p>In case Lead Partner nominated by the consortium does not meet the experience criteria and Net Worth Criteria, submitted bid shall not be considered. Each</p>

			<p>consortium partner shall be jointly and severally responsible for completing the task as per the contract. TCIL, in any case, will deal with the lead partner, who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.</p> <p>ii. The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Authorization Letter/ Board Resolution from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.</p> <p>iii. The formation of consortium or change in the consortium character/partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.</p> <p>iv. The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.</p> <p>v. The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.</p> <p>vi. The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized</p>
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			<p>signatory on behalf of consortium.</p> <p>vii. The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months or maximum 36 months as per decision of TCIL.</p> <p>viii. Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.</p> <p>ix. In case of separate entity by way of JV etc., then eligibility of the entity only shall be considered.</p>
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GM (Civil)/ PD(JH)
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