

IT EXPRESS WAY LIMITED (ITEL)

(A Special Purpose Vehicle)

“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”

BID DOCUMENT

Section I	:	Instructions to Bidders
Section II	:	Forms of Bid & Forms of Securities
Section III	:	Conditions of Contract
Section IV	:	Contract Data
Section V	:	Bill of Quantities

January 2012

ITEL

IT Expressway Limited,
Sindur Panthion Plaza, 2nd Floor, 346, Pantheon Road,
Egmore, Chennai- 600 008
Phone : 044-2819 4800, 044-2819 4900
Fax : 91- 44 -2819 5800

IT EXPRESSWAY LTD (ITEL)

(A Special Purpose Vehicle)

“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”

Period of Issue of Tender Document	12 th January , 2012 to 31 st January, 2012
Bid Document Price	Rs 5000/- DD in Favour of IT Expressway Ltd, (ITEL) , payable at Chennai
Pre-Bid Meeting	20 th January , 2012 , 15.00 Hrs
Last Date and Time for Receipt of Bids	1 st February , 2012 , 15.00 Hrs
Bid – Opening Date and Time	
Technical Bid opening	1 st February , 2012 , 15.30 Hrs
Financial Bid Opening	9 th February , 2012 , 15.30 Hrs

IT EXPRESSWAY LTD (ITEL)

(A Special Purpose Vehicle)

CONTENTS

BID DOCUMENTS

“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”

Invitation for Bids	
Section I	Instruction to Bidders
Section II	Forms of Bid & Forms of Securities
Section III	Conditions of Contract
Section IV	Contract Data
Section V	Bill of Quantities (BoQ)



IT EXPRESSWAY LTD **INVITATION FOR BIDS**

“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”

Bids are invited by M/s IT Expressway Ltd (ITEL) for implementation of following work in Rajiv Gandhi Salai (IT Corridor), in Chennai, Tamil Nadu.

Description of Works	Indicative value of work	EMD / Bid Security Value	Period of Completion
“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”	Rs. 21.50 Lakhs	Rs. 21,000/-	30 days

Bid document can be obtained between 10.00 hrs and 17.00 hrs on all working days from **12th January , 2012 to 31st January , 2012** at the address for communication mentioned below on payment of Non-refundable fee of **Rs. 5,000/- (Rupees Five Thousand only)** by way of a demand draft drawn in favour of **M/s. IT Expressway Ltd.** payable on any scheduled bank in Chennai. Alternatively the Bid document can also be downloaded from www.tnrhc.com and in such cases, the bidders will be required to pay the non-refundable fee as mentioned above, at the time of submission of Bids. The proposals shall be submitted through **two-cover system (Technical and Financial Proposals in separate envelopes)**

Sealed proposals should reach at the following address not later than **15.00 hrs on 1st February, 2012**

Address for communication

Vice President - Operations
IT Expressway Ltd.,
Regd. Office : Sindur Panthion Plaza, 2nd Floor,
No. 346, Pantheon Road, Egmore,
Chennai – 600 008, Tamil Nadu, India.
Phone : 091-44-2819 4800 / 4900
Fax No. 091-44-2819 5800

E-Mail: tenders@tnrhc.com
www.tnrhc.com

Section I

Instructions to Bidders

SECTION 1: INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid

1.1 Background

- (a) For developing the IT Corridor, the State Government has decided that the project will be implemented by IT Expressway Ltd (ITEL) (hereinafter referred to as “the Employer”), a Special Purpose Vehicle, specially created for this purpose by Tamil Nadu Road Development Company Ltd (TNRDC) as its wholly owned subsidiary.
- (b) Rajiv Gandhi Salai (IT Corridor) commences from km 0/000 at Madhya Kailash Temple Junction and extends up to Siruseri. Bids are invited by IT EXPRESSWAY LIMITED, (ITEL), for **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”**

1.1.1 The Estimated cost of the work is **Rs.21.50 Lakhs**

1.1.2 The successful Bidder will be expected to complete the work s within **30 days** from the date of issue of the ‘Notice to Commence the work / Acceptance letter’

1.2 Scope of works

The broad scope of works to be carried out by the selected bidder includes the following components, but are not limited to the following:

- **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”**
- Other works and services as may be indicated in the contract.

The details of the project are as follows:

SI No.	Location	Improvement Works
1	Shollinganallur Junction	Reducing the median island and Resurfacing the damaged locations
2	Thuraipakkam junction	Resurfacing the damage locations
3	Life Line Junctions	Resurfacing the damaged locations
4	Medavakkam & Thuraipakkam toll Plazas	Resurfacing the damaged lane approach locations and ECR link Road patch work

Throughout this Bidding document, the term ‘bid’ and ‘tender’ and their derivatives (bidder/ Tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2 Eligibility Criteria

To be qualified for award of the contract, the Bidder must provide evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively.

Section I: Instructions to Bidders

- (i) The bidder should have executed similar nature of work during the last three years and must provide proof of experience from the client.
- (ii) The Bidder should have a valid **ESI / EPF code**. The Bids submitted by the firms without a valid ESI / EPF code, shall be declared non-responsive.

2.1 Qualification of the Bidder

To be qualified for award of the contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the contract effectively.

2.2 Bids shall include the following documentation and relevant information on the following particulars in the relevant forms attached in Section II: Forms of bid & Forms of securities.

- (a) Copies of original documents defining the constitution or legal status, place of registration and principal places of business; written power of attorney of the signatory of the Bid to commit the bidder;
- (b) Total annual turnover in the civil works construction business expressed as total of payment certificates for work performed in each for the last three years;
- (c) Performance as Contractor, on works of similar nature and complexity over the last three years and details of other work on hand and contractual commitments;
- (d) Reports on the financial standing of the bidder including profit and loss statements, balance sheets and auditor's reports for the past three years
- (e) Authority to seek references from the bidder's bankers;
- (f) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (g) Proposal of work methods, in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time referred in sub-clause 1.1.2 above.

2.3 Bidders shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices or poor quality/ delayed implementation of any work by the Government of India (GoI), Government of TamilNadu (GoTN), other State Governments or any other agencies and/ or Statutory Authorities.

3 Qualification Criteria and Information

The Qualification will be based on bidder meeting the following criteria with respect to general and particular experience, financial position, personnel, and equipment capabilities and other relevant information as given by the applicant in the required format.

The following criteria must be fulfilled by the Bidder and the same shall be duly certified by auditors/ clients, as applicable. The Bidder shall note that the criteria set out hereunder shall be satisfied by the Bidder.

3.1 Experience and Turn Over

The bidder shall provide documentary evidence of having been actively engaged in similar type of work during the last three years in the role of contractor.

3.2 Particular Construction Experience:

The bidder shall provide evidence that the firm has successfully completed or substantially completed 'a single Civil Work Contract of similar nature during last three years (commencing from the year 2008-2009, 2009-2010, and 2010-2011)

Section I: Instructions to Bidders**3.3 Turn Over**

The bidder shall have generated a **minimum annual average construction works turnover of Rs 21.5 Lakhs** during the last three years (commencing from the year 2008-2009, 2009-2010, and 2010-2011)

3.4 Personnel Capabilities

The bidder shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel as required during contract implementation.

3.5 Equipment Capabilities

The bidder is required to own or have assured access through hire or lease key equipments required for implementation of the project in good condition during the project period.

3.6 Financial Capabilities

The bidder shall demonstrate that he has access to or has available liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantee), line of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirement. The bidder must demonstrate the current soundness of the bidder's financial position, and indicate its prospective long-term profitability, if deemed necessary; the Employer shall have the authority to make enquiries with the bidder's bankers.

3.7 Litigation History

The bidder as on date should not have been debarred from taking up any civil construction works and shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Government of India, Government of Tamilnadu or any other agency. The bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three years. A consistent history of awards against the bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and TNRDC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc, as may be deemed fit and proper by TNRDC at any time without requiring to give any notice to the applicant in this regard.

3.8 Deleted**3.9 Construction Programme**

The Bidder shall submit to the engineer details of proposed construction programme and work methodology including, Traffic Management Plan, Environment Management Plan.

4. Cost of Bid document and Bidding

4.1 The cost of Bid document for the work is Rs 5000/- (Rupees Five Thousand only) as indicated in the Invitation for bids. Any bid not accompanied by the acceptable bid document price shall be rejected by the Employer as a non-responsive tender.

4.2 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 such costs, regardless of the conduct or outcome of the tendering process.

5. Site Visit

The Bidder shall, prior to the submission of the Bid for the work, at his own expense, responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work. The costs of visiting the Site shall be at the Bidder's own expense.

Section I: Instructions to Bidders**B. BIDDING DOCUMENT****6. Content of Bidding Document**

The contents of the Bidding documents are given in the succeeding paragraphs

- 6.1 The Bid Document comprises the sections listed below and should be read in conjunction with any addenda issued in accordance with Clause 8:
- | | | |
|-----|-------------|--------------------------------------|
| (a) | Section I | Instructions to Bidders |
| (b) | Section II | Forms of Bid and Forms of Securities |
| (c) | Section III | Conditions of Contract |
| (d) | Section IV | Contract Data |
| (e) | Section V | Bill of Quantities (BOQ) |

- 6.2 The Bidder is expected to examine carefully all instructions, qualification information, Conditions of Contract, Contract Data, in the Bid Document. Failure to comply with the requirements of Bid Document shall be at Bidder's own risk. Pursuant to Clause 24.2, bids which are not substantially responsive to the requirements of the Bid Document shall be rejected.

7 Clarification of Bidding Document

- 7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter the term "cable" is deemed to include telex and facsimile) at the Employer's address indicated in the invitation for bid. The Employer will respond to any request for clarification which he receives earlier than **48 hours before the deadline date for submission**.

7.2 Pre Bid Meeting

- 7.2.1 The bidder or his official representative is invited to attend a Pre Bid meeting which will take place at the office of ITEL, Egmore on **20th January, 2012 at 15.00 Hrs** and the minutes of the meeting will be conveyed to the bidders who have purchased the document by post or fax or e-mail and will be uploaded in the web site. It is the bidder's responsibility (For those who download from the website) to keep track of the website specified in the NIT for minutes of pre bid meeting and/or any addendum. The minutes of Pre-bid meeting shall form part of this Bid document.

The purpose of the meeting will be to clarify issues and to answer questions on any matter regarding the work that may be raised on or before the date of pre-bid meeting

8. Amendment / Addendum of Bidding Document

- 8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall form a part of the bidding documents and shall be communicated in writing or by post or fax or e-mail to all the purchasers of the bidding documents and it will also be uploaded in the website. It is the bidder's responsibility (for those who download from the website) to keep track of the website specified in the NIT for any addendum. The addendum of the bidding document will not be notified in the newspaper. Prospective bidders shall acknowledge receipt of each addendum by post or fax to the Employer.
- 8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for submission of bids, in accordance with Sub-Clause 18.2.

Section I: Instructions to Bidders**C. Preparation of Bids****9. Language of the Bid**

- 9.1 The bid, and all correspondence and document related to the bid exchanged between the Bidder and the Employer shall be written in **English** language.

10 Documents Comprising the Bid

- 10.1 The bid shall be prepared and complete in accordance with the provisions of Bid Document and shall be submitted by the bidder in a duly filled and signed manner as appropriate. It shall comprise the following:

(a) TECHNICAL BID (Envelope No.1) :

- (i) Bidder, qualification and other information and supporting documents of Clause 2 and as per the formats given in Section-II of Bid Document,
- (ii) Earnest Money Deposit (EMD) as per Clause 14.1.

(b) FINANCIAL BID (Envelope No.2) :

- (i) Letter of Financial Bid according to Section-II of Bid Document, and
- (ii) Bill of Quantities as given in Section-V of Bid Document.

- 10.2 The bid must be in a bound form with pages numbered serially and by giving an index of submissions. The forms and schedules given in Section-II, and Section-V shall be filled in Without exception and without any variation, both in respect of form and contents.

- 10.3 All the addenda issued /Minutes of Pre-bid meeting should be properly incorporated. Failure to do so may result in the Bid being rejected.

11.0 Bid Prices

- 11.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole work or parts thereof as described in Sub-Clause 1, based on the quoted rates in Bill of Quantities submitted by the Bidder.

- 11.2 The bidder shall fill in rates and prices (both in figures and words) described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

- 11.3 All duties, taxes (including service tax), fees, tolls, royalties, cess and octroi, insurance, contribution to labour welfare fund, EPF and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

- 11.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12.0 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

All payments shall be paid in Indian Rupees.

Section I: Instructions to Bidders**13.0 Bid Validity**

- 13.1 Bids shall remain valid for a period of 90 days (Ninety days) after the deadline date for Submission of Bids as specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 13.2 In exceptional circumstances, prior to 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 bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension.

14.0 Earnest Money Deposit (EMD)

- 14.1 The proposals duly filled in the required format must reach the Office of ITEL, Egmore, Chennai -600008 on or before **15.00 hrs, on 1st February, 2012 along with EMD/ Bid security for an amount of Rs. 21, 000/-** (Rupees Twenty One Thousand Only) in the form of Demand Draft drawn in favour of M/s. IT Expressway Ltd. payable at Chennai as indicated in the bid document.
- 14.2 **Any bid not accompanied by the acceptable EMD shall be rejected by the Employer as non-responsive Tender.**

15.0 Alternative Proposals by Bidders

Bidders shall only submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the specifications.

Alternate proposals will not be considered.

16. Format and Signing of Bid

- 16.1 Only relevant supporting documents shall be submitted along with the Bid. Documents furnishing additional information other than that is required as per Bid Document, if any, shall be submitted separately under separate heading, which may not be considered for evaluation.
- 16.2 The entire Bid including covering letter and supporting documents shall be duly page numbered and shall contain a detailed table of contents with page references.
- 16.3 The person or persons signing the Bids shall initial all pages of the Bids,
- 16.4 The Bidder shall prepare and submit Bid Document comprising the Bid as described in Clause 10, bound and clearly marked "**ORIGINAL**". **The bidder shall submit one original bid only.**
- 16.5 The original of the Bid shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid shall be initialled by the person or persons signing the bid.
- 16.6 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 16.7 The Bidder shall furnish information as described in the Form of Bid and Qualification on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

Section I: Instructions to Bidders

- 20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 16 & 17, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 20.3 No bid may be modified after the deadline for submission of Bids.
- 20.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant to Clause 14.
- 20.5 Bidders may only offer discounts to, or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. BID OPENING AND EVALUATION**21.0 Bid Opening**

- 21.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 18, in the presence of the Bidders or their representatives who choose to attend **at 15.30 Hrs on 1st February, 2012** at the office of the ITEL, Egmore, Chennai.
- 21.2 In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day by the employer.
- 21.3 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail at the time of opening of Financial Bid.
- 21.4 After opening of the outer envelope containing the Bid, its contents shall be examined for compliance in pursuant to Clause 17.1. Bids found not complying are liable to be rejected without further examination. The contents of envelope titled "**TECHNICAL BID**" will be opened first and its contents shall be scrutinised as per requirements of Bid document. Only for the Bidders, whose contents of Technical Bid have been found in order and evaluated as substantially responsive, the envelope titled "**FINANCIAL BID**" shall be opened **at 15:30 hrs on 9th February, 2012 at the same address as specified in Clause 17.2** in the presence of Bidders or their authorized representatives who choose to be present in the bidding process.
- 21.5 The Bidder's names, the Bid Prices, the total amount of each bid, any discounts, Bid modifications and withdrawals and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the time of opening. No bid shall be rejected at Bid opening except for late bids pursuant to Clause 19 and conditional bids. Bids [modifications and withdrawal pursuant to Clause 20] that are not opened and read out at Bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids, and financial bids of those not qualified in Technical Bid will be returned un-opened to Bidders.

22.0 Process to Be Confidential

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a 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 a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

Section I: Instructions to Bidders**23.0 Clarification of Bids**

- 23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakups of the unit rates. The request for clarification and the response shall be in writing or by cable, 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 in accordance with Clause 26. Provided however, the employer shall seek the rectification of price with the bidder who quoted lowest in total;
- 23.2 Subject to sub-clause 23.1, no Bidder shall contact the Employer/ its representatives on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 23.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

24.0 Preliminary Examination of Bids and Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) has been properly signed; (b) is accompanied by the required securities and;(c) is substantially responsive to the requirements of the Bidding documents; and (d) provides any clarification and/ or substantiation that the Employer may require pursuant to Clause 23.
- 24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or 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 the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; (c) not confirming to the requirement at Clause 16 or (d) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 24.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

25.0 Correction of Errors

- 25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer, where there is a discrepancy between the unit rates in figures and in words, the lesser of the two will prevail.
- 25.2 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 the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-clause 16.6.

26.0 Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.
- 26.2 In evaluating the Bids, the Employer will determine for each Bid, the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 25;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- 26.3 Towards evaluation, the employer will take into account the adjusted Bid Price for works arrive at the lowest evaluated rate of bid.

Section I: Instructions to Bidders

- 26.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirements of the Bidding document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.
- 26.5 If the Bid of the successful Bidder is seriously unbalanced in relation to or substantially below the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

F. AWARD OF CONTRACT**27.0 Award Criteria**

Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and whose bids are evaluated to be the lowest, provided that such Bidder has been determined to be eligible and qualifying in accordance with the provisions of Clause 2 and 3. The lowest (L1) bidder will be called for negotiation on the quoted rates. If the lowest bidder is not responding for further negotiations, the Employer reserves the right to negotiate with any of the eligible bidders who is willing to offer a negotiated and reasonable rate.

Awarding the work to bidders or summarily reject all the proposals shall be the sole discretion of ITEL, based on the capability of the Bidders.

Employer reserves the right to appoint other contractor/contractors for **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”** or part of this work/contract and any other works that the Employer may decide.

28.0 Employer's Right to Accept any Bid and to Reject any or all Bids

- 28.1 Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid, and to annul 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 or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. Notification of Award

- 29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Award / Work order") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. (Hereinafter and in the Contract called the "**Contract Price**").

30.0 Performance Security

- 30.1 Within 7 days of receipt of the Work Order, the successful Bidder shall deliver to the Employer a Performance Security in the form of a Demand Draft in favour of M/s. IT Expressway Ltd., payable at Chennai (or) in the form of Bank Guarantee from Nationalised Bank/ Scheduled Bank acceptable to the Employer in the form as given in Section II for an amount equivalent to **5% of the initial contract price** in accordance with Clause 48 of Conditions of Contract. The Performance Security for works shall be valid for a period of 13 months from the date of commencement of works or 12 months beyond the

Section I: Instructions to Bidders

completion date whichever is later. The Bidder should maintain the facility in acceptable condition as stipulated in the bid Document.

- 30.2 Failure of the successful bidder to comply with the requirements of clause 30.1 shall constitute a breach of contract for annulment of the award, forfeiture of the bid security, and any such other remedy the employer may take under the contract.

30.3 **Retention money**

In each IPC's @ 2.5 % of value of work executed during each bill will be withheld and the withheld amount will be refunded to the Contractor along with the Final Bill /Taking over certificate. The maximum amount of Retention money to be withheld is restricted up to 2.5% of the contract value.

31.0 Work Order

- 31.1 At the same time that the employer notifies to the successful Bidder that his Bid has been accepted, the Employer will issue work order for the work. The conditions of the contract and other related documents shall form part of this work order and shall be binding upon either parties.
- 31.2 Upon the placing of order for work to the successful Bidder and submission of Performance Guarantee the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

32. Corrupt or Fraudulent Practices

- 32.1 The Employer requires that all the Bidders should observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of these provisions, the terms set forth as follows :
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Employer/ its representatives in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and deprive the Employer of the benefits of free and open competition.
 - (b) will reject a proposal for award if he determines that the Bidder recommended for award has, engaged in corrupt or fraudulent, practices in competing for the Contract in question;
 - (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract in **TNRDC / ITEL**, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, this Contract.

Section I: Instructions to Bidders**33.0 TERMINATION**

In case the Contractor fails to carry out the works, as per the construction programme and as per the conditions stipulated in the Bid document, then the Employer, at its sole discretion is entitled to terminate this contract at the '**Risk and Cost**' of the Contractor and to employ such other Contractor/s to carry out the balance works. The additional cost incurred by the employer in completing the works, which remain unfinished at the time of termination of the contract will be recovered from the Contractor. Any unrecovered 'Risk and Cost' amount will be a debt payable to the Employer and the Employer will take suitable actions for such unrecovered 'Risk and Cost' amount at the cost of the Contractor. Any bill/s for the works executed remains unsettled and/or the value of materials, machineries etc., taken over or possessed by the Employer at the time of termination or on termination will be adjusted towards the 'Risk and Cost' recoverable from the contractor.

Section II
Forms of Bid &
Forms of Securities

SECTION II

FORMS OF BID & FORMS OF SECURITIES

1. LETTER OF APPLICATION

(Letterhead paper of the Bidder)
[Including full postal address, telephone, fax, cable and telex addresses]

[date]

To:

Vice President - Operations
IT Expressway Ltd

Sindur Panthion Plaza, 2nd Floor, 346, Pantheon Road,
Egmore, Chennai- 600 008
Phone: 044-2819 4800, 044-2819 4900 Fax 91-44-2819 5800

Sir,

1. Being duly authorised to represent and act on behalf of ----- (hereinafter "**The Bidder**"), and having reviewed and fully understood all the bid information provided, the undersigned hereby apply to be qualified by your agency as a bidder for the contract of the "**Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu**"
2. ITEL and its associates/ representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorised representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application or with regard to the resources, experience, and competence of the Bidder.
3. This application is made in the full understanding that:
 - (a) ITEL reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and
 - (b) ITEL shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for them.
4. The undersigned declared that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Authorised Signature

Name and Title of Signatory

1. BIDDER, QUALIFICATION AND OTHER INFORMATION

Bidders are requested to complete the information in this form through indicated formats or suitable attachments:

A. Bidder Particulars

No.	Particulars
(a)	Name of Bidding Firm :
(b)	Status (Sole/ firm in partnership/ Pvt. or Public Ltd Company)
(c)	Place of incorporation/ registration : Year of incorporation/ registration :
(d)	Registered Head Office address/ Telephone/ Fax/ E-mail :
(e)	Contact Office address/ Telephone/ Fax / E-mail :
(f)	Contact Person and Title :
(g)	Names of Promoters :
(h)	Names of Principal Shareholders :
(i)	Shareholding Pattern :

B. Details on Structure and Operation, Key Management Personnel of the Bidder's organization

(To be enclosed as an attachment)

C. Proof of Constitution of Legal Status

(To be enclosed as an attachment)

D. Power of Attorney authorizing the signatory of the Bid document to commit the Bidder

(Original or Notary Attested Photocopy to be enclosed as an attachment)

E. Financial Statement by the Bidder (Annual Reports, Turnover, Liquid Assets, Banker's Details)**(i) Audited annual Reports for three years starting from Financial Year 2008-09 to Financial Year 2010-11**

[To be enclosed as an attachment]

Ref. Page Nos. _____

(ii) Annual Turnover Data (duly supported by audited Annual Reports/ Provisional Certificate for respective periods and certification by Statutory Auditors)**Turnover from Construction related works in last three years ending March 31, 2011**

Description		2008-2009	2009-2010	2010-2011
(a) Turnover from civil construction related works	Vide Page No.			
	Amount in INR			
(b) Factor for updating to 31, Mar 2010 level @6% pa		1.1236	1.06000	1.00
(c) Turnover updated to Mar 31, 2010 level (a) x (b)				

(d) Sum of Civil construction related works turnover updated to 31 Mar 2011, for three years : INR _____

- (e) **Average civil construction related works** turnover for three Years (updated to 31 Mar 2011 price level): INR _____
(Average Annual Turnover)
- (f) **Is Average Annual Turnover (e) > INR 21.5 Lakhs** _____
- (g) Supporting documents:

Description	Ref. Page No.

(iii) Current Liquid Assets (as on 31 March 2011 duly supported by Certificate for Financial Year 2010-2011 by Statutory Auditors)

Current Liquid Assets as on Mar 31, 2011	
Particulars	Amount in INR
Working Capital	
Cash in Hand	
Uncommitted line of credit	
Other Financial Means	

Supporting Documents:

Description	Ref. Page No.

(iv) Details of Bidder’s Bankers

Name of the Banker	Contact Person, Contact Address, Phone number and fax number
(Banker 1)	
(Banker 2)	
.....	

F. Litigation / Arbitration History [as per Clause 3.7]

The Bidder shall provide the following information on history of litigation or arbitration resulting from contracts executed in the last three years or currently under execution.

Name of the Bidder: _____

1	(a)	Has the Applicant or its constituent partners consistent history of litigation/ arbitration awarded against / favour of him.Yes/ No
	(b)	If yes, give details for each such case in the format of Table 1 below	
2	(a)	Has the applicant or any of its constituent partners been debarred/ expelled by any agency in India, during the last 3 years as on date of application, except on account of reasons other than non-performance, such as rescindingYes/ No

		of joint venture, partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work etc.	
	(b)	If yes, give details	
3	(a)	Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 3 yearsYes/ No
	(b)	If yes, give detailsYes/ No
4	(a)	Has the Applicant or any of its constituent partners been declared bankrupt during the last 3 years.Yes/ No
	(b)	If yes, give details, including present status	
5		Has the Applicant or any of its constituent partners been debarred by TNRDC or any other agency in India for as on date of application.Yes/ No

Format for Case Summary (to be submitted by the Bidder each case pending/ settled):

<i>Item Head</i>	<i>Particulars to be Furnished</i>
Name of Client	
Year	
Cause of Litigation/ Arbitration/ Matter in Dispute	
Disputed Amount (Current Value in Indian Rupees)	
Resolved or pending resolution	
Award for or against	
Actual amount awarded (Current value in Indian Rupees)	
Other Claims Made, Settled/ Rejected	

G. Details of proposed Construction Program and Work Methodology (including Traffic Management Plan and Environmental Management Plan) [as per Clause 3.9]

(To be enclosed as an attachment)

Ref Page Nos. _____

Declaration Statement

(Letterhead paper of the Bidder)

[date]

To

Vice President - Operations

IT Expressway Ltd,

Sindur Panthion Plaza,

2nd Floor, 346, Pantheon Road,

Egmore, Chennai- 600 008

Phone: 044 -2819 4800, 044 -2819 4900 Fax 91- 44 -2819 5800

Dear Sir:

1. I, the undersigned, do hereby certify that all the statements made in the application and attachments thereto are true and correct.
2. The undersigned also hereby certifies that neither our firms M/s..... nor any of its constituent partners have abandoned any work awarded to us by any Agency in India nor any contract awarded to us for such works has been rescinded, during last three years prior to the date of this application.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, Negotiable Instrument Act of any Labour/ employee beneficial legislations.
4. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the ITEL.

Signed by an Authorised Officer of the Firm

Title of Officer

Name of Firm

Date

3. SPECIMEN FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM TO PROVIDE INFORMATION TO ITEL / ITS REPRESENTATIVES

To

Name of Bank/ Address/ city

Dear Sir:

We have recently submitted a Bid Proposal to ITEL, for implementing its project for

We hereby authorise you to provide all information/ data readily about us and our credit status, as may be desired by ITEL and you need not seek any clearance/ opinion from us for providing the information/ data to ITEL.

Sincerely,

Authorized Signatory

LETTER OF FINANCIAL BID
(Letterhead of the Bidder)

[date]

**Vice President - Operations,
IT Expressway Ltd,**
Sindur Panthion Plaza,
2nd Floor, 346, Pantheon Road,
Egmore, Chennai- 600 008
Phone: 044-2819 4800, 044-2819 4900 Fax 91 – 44 - 2819 5800

Dear Sir:

Sub : **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”**

Having examined the Bid Document including Notice Inviting Bids, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities, Drawings, Schedules, Annexure and Addenda for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the said Bid Document at the prices indicated in the enclosed BoQ .

The Payment for:

Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu for the sum of **INR _____**
(Indian Rupees in words) _____ inclusive of all taxes in accordance with the said Bid Document.

We undertake, if our Bid is accepted, to commence the works within seven (07) days of receipt of the Engineer's order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the period stated in the Appendix to Bid/ Contract data hereto.

We also undertake to furnish Performance Security (ie) in the form of a Bank Guarantee in accordance with the Conditions of Contract.

We agree to abide by this Bid for the period of ninety days (90 days) from the date of Bid opening, as prescribed in Clause 13.1 and Clause 13.2 of the Instructions to Bidders (Section-I), and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid Document, Drawings and other records connected with the works as secret and confidential document and shall not communicate information contained therein to any other person other than the person authorized by Employer or use such information in any manner prejudicial to the safety and integrity of the works.

We undertake that, in completing for (and, if the award is made to us, in executing) the above Contract, we will observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We confirm that our firm has valid VAT/PAN registrations along with EPF, ESI codes as stipulated under Appendix 3 of bid document

We hereby confirm that this Bid complies with the Eligibility, Bid validity and Bid security required as stated in the Bidding documents.

Yours faithfully,

Authorised Signature:

Name and Title of Signatory:

Name of Bidder with official seal:

Address:

Letter of Award

(Letterhead paper of the Employer)

[date]

To: [name and address of the contractor]

-----,
 -----,
 -----,

Sub: "Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu" – Work Order – Reg.

Ref: -----

Sir,

With reference to the Captioned Subject, and your financial offer, ITEL the Employer) is hereby pleased to place the Work Order on **M/s.** -----, (the Contractor) with following details:

1. The Broad scope of works to be carried out by the Contractor shall include the following components, but are not limited to:
 - a. **"Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu"**
 - b. Other works and services as may be indicated in the contract.
2. The details of the project are as follows:

SI No.	Location	Improvement Works
1	Shollinganallur Junction	Reducing the median island and Resurfacing the damaged locations
2	Thuraipakkam junction	Resurfacing the damage locations
3	Life Line Junctions	Resurfacing the damaged locations
4	Medavakkam & Thuraipakkam toll Plazas	Resurfacing the damaged lane approach locations and ECR link Road patch work

3. The total value of this work order shall not exceed **Rs.** ----- **(Rupees ----- Only) inclusive of all taxes** as per enclosed Bill of Quantities.
 - a) The rates in the Bill of Quantities shall include all construction plant, labour, Supervision, Materials, Transportation, maintenance, insurance, administrative overheads, traffic safety, profit, Toll tax, all taxes and duties, together with all general risks, liabilities and obligations set out or implied in the order and conditions of contract given in the bid document.

Further, the rates shall be deemed to be inclusive of the Service tax, Sales tax, Contract tax, royalty, cess and other taxes / duties / levies as may be levied by Central / State Government and local bodies

- b) The overhead charges such as site accommodation, access road, water supply, electricity, general site arrangements, office furniture, equipment, communications, corporate expenses, site supervision, documentation, mobilization and de-mobilization, labour camps, transport, vehicles, laboratory, survey, watch and ward, traffic management, environment safety, sundries, financing, sales/turn over tax, Insurance etc shall be incidental to the BoQ of this order
 - c) Applicable WCT / TDS, other relevant tax components as determined by the Employer shall be deducted in Contractor Bills. The Contractor shall have valid VAT / PAN Registration as given in Appendix 3 of bid document
4. The quantities given in the BoQ are tentative and provisional. Actual quantities of work are likely to increase or decrease as per the requirement at site. Hence there is no claim for any increase or decrease in quantities and rates than the specified in the BoQ
5. The rates in the BoQ are firm; no escalation on any account shall be allowed during the intended / extended execution period

Within 7 days of receipt of this Letter, the successful Bidder shall deliver to the Employer a Performance Security in the form of a Demand Draft/ bank guarantee from Nationalised Bank/ Scheduled Bank acceptable to the Employer in the form acceptable to the Employer for an amount equivalent to 5% of the initial contract price and Clause 48 of General Conditions of Contract (GCC). The Performance Security for works shall be valid for a period of 13 months from the date of commencement of works or 12 months beyond the completion date whichever is later.

6. Intended Completion Period is 30 days from the date of this order. Any variations during the execution shall need to be completed within the above period and amount.

Start Date / Site Possession Date shall be the date of this order.

7. The liquidated damages for non-Performance/improper maintenance and non adhering to the instructions of Engineer shall be Rs 2,000 per day of delay
The maximum amount of liquidated damages for the whole of the works is Ten percent of final Contract Price for Works.

In the case of delay in completion or slow progress by Contractor as determined by the Employer, the Employer can undertake the work at the risk and cost of Contractor

8. Approval and methodology for all variations shall be followed as per Clause No. 36 & 37 of GCC of Bid Document
9. Strict Quality Control procedures shall be followed by the Contractor, in accordance with relevant MoRTH / IRC / IS Specifications or as per the direction of the Employer. The necessary Quality Control Field (or) Laboratory Tests shall be carried out by the Contractor at his own cost as directed by the Employer

Defective works / materials during the Contract period shall be remedied by the Contractor at the Contractor's cost to the satisfaction of the Employer. In case of default by the Contractor, the Employer shall carry out suitable remedial measures and deduct the amount incurred thereto from payments due to the Contractor

10. The Contractor shall co-operate with the other existing Contractors, Public / Department authorities, the Employer and his representative
11. The proposed work site falls in the vicinity of High-Speed Corridor with heavily built-up urban settlements. Contractor shall exercise high degree of Safety norms. In addition to their own Safety, the Contractor is responsible for Public Safety. The Contractor shall at his own cost establish the prescribed Traffic Safety Practices at the site. Safety Measures given in Appendix 1 of bid document shall be strictly adhered by the Contractor. The Contractor need to obtain concurrence from the Employer / Local Traffic Police prior to execution of works in each stretch.

The Contractor shall provide, in the joint names of the Employer and the Contractor, Insurance cover from the Start Date to the end of the DLP. The following risks shall be covered under the liability of the Contractor:-

 - a) Loss of or damage to works, Plant and Materials;
 - b) Loss of or damage to Equipment;
 - c) Loss of or damage to property in connection with the contract;
 - d) Personal injury or death of Employer / Employer Personal / Contractor Personal / Third Party Persons
 - e) All associated Third Party Risks

Employer shall be indemnified against such above liabilities in all respects. The adequacy of Insurance requirement shall be ensured against the provision stipulated under Section IV (Contract data) of Bid Document
12. Payment Terms shall be followed as per Clause No. 39, GCC of Bid Document 2.5% of value of work done in each bill shall be with held as Retention Money and the same shall be released along with final bill. The maximum amount of Retention Money shall be 2.5% of Contract Price
13. All Statutory regulations / rules as applicable to Civil Works Contract shall be adhered by the Contractor
14. The Contractor shall have valid EPF and ESI codes as per the details given in Appendix 3 of bid document
15. The Contractor has to arrange necessary insurance as specified in Clause 13 of GCC of Bid document.
16. Any small scale enabling works, repairs and minor variations required to be done, shall be carried out by the Contractor without any extra cost. The Cost towards above items are deemed to be incidental to the BoQ
17. Power cables, other cables and any other communication cables are expected to run along the site. The Contractor should ensure the Safety of the above items during execution of the work. Any damage to the aforementioned properties shall need to be remedied by the Contractor at his own cost
18. The Termination Clause is in force as per the provision given in Clause No. 54 of GCC of Bid Document
19. There may be the case of unbalance pricing by the Contractor in their quoted items with regard to prevailing rates. The Contractor shall be summarily responsible for the internal consistency of their pricing and shall complete the work related to all items as per this order without claiming any enhancement / adjustment in the price

If the Contractor is reluctant to execute any item based on above ground, the Employer may undertake the work at the risk and cost of the Contractor (or) the Employer may fully/partially terminate this order, as the case may be.

20. Dispute Resolution mechanism shall be followed as per the Clause No. 23 of GCC of Bid Document
21. In the event of this Work Order being accepted, **M/s. -----** is advised to return a signed copy of this work order to the employer and start the work on submission of Performance Guarantee as indicated in this order.

Vice President - Operations

Accepted by

ITEL

Cc:

1. Managing Director / ITEL
2. Manager(Accounts)
3. Contract Department

FORMS OF SECURITIES
BANK GUARANTEE FOR PERFORMANCE SECURITY

BG No dated2012

To

IT Expressway Ltd.,
Sindur Panthion Plaza,
2nd Floor, Pantheon Road
Egmore, Chennai – 600 008.

Bank Guarantee No.datedfor
Rs...../- (Rupees.....only)

WHEREAS vide the Work order no..... dated 2012 for **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”** (Hereinafter referred to as “the Contract”) **M/s.** (hereinafter referred to as **“Contractor”** which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by **IT Expressway Limited**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as **the “Employer”** which expression shall unless repugnant to or inconsistent with the context mean include its successors and assigns), the contract for **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”**

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you a Performance Guarantee, within 7 days of receipt of the work order by a specified Scheduled / Nationalized Bank, for the sum specified therein as security for compliance with the contractor’s obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the contract.

AND WHEREAS we**BANK**, having its Head Office atand amongst others, a branch office situated at....., Chennai, have agreed to furnish a Performance Guarantee for a sum of **Rs. -----/- (Rupees -----only)** (hereinafter referred as the guaranteed amount) as security for compliance of the contractor’s obligations under the contract.

NOW THEREFORE we hereby affirm that we as the guarantor are responsible to you on behalf of the Contractor, for the guaranteed amount and we irrevocably undertake to pay you upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any letter stating that the amount claimed in the demand notice / letter is due and payable, signed by a duly authorized official of the Employer to this effect, shall be final, binding or conclusive upon us.

We, hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

Our liability under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Guarantor.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We, further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The jurisdiction in relation to this Guarantee shall be Courts at Chennai and laws of India shall be applicable. This guarantee shall be valid up to -----2013 (hereinafter referred to us as the "Expiry Date") which is a period of 13 months from the date of issue of work order or 12 months beyond the completion date whichever is later.

Notwithstanding anything contained herein.

- i) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. -----/- (Rupees -----only)
This Guarantee shall be valid upto -----2013 (Expiry date) and
- ii) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorised official of the Employer before the ----- 2013 (Expiry date) as mentioned above.

IN WITNESS WHEREOF we have executed this guarantee on this2012.

Signature of Authorised Representative of the Bank

Name and Designation

Seal of the Bank

Signature of Witness

Name of Witness

Section III

Conditions of Contract

Section III: CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but kept their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities (BoQ) means the completed Bill of Quantities attached in Appendix and forming part of this Contract.

Confirmation Letter is the letter of the Contractor dated accepting the letter of intent issued by the Employer.

Work means “**Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu**”

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or firm or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Work order and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days: **months** are calendar months.

The **Employer** is the party who will employ the Contractor to carry out the Works and in this case the employer is ITEL, Egmore, Chennai – 600008.

The **Engineer** is the person named in the Contract Data (or any other competent Person appointed and notified to the Contractor by the Employer to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract and in this case it is ITEL, Egmore, Chennai – 600008.

“Engineer Representative” means a person appointed from time to time by the Engineer under Sub-clause 5.1 mentioned below.

Equipment is the Contractor's plant / machineries and vehicles brought temporarily to the site to construct the works.

Improvement & Maintenance Works means the “**Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu**”

The **Initial Contract price** is the Works Contract price in the Employer's Work order.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the maintenance Works or Improvement Works or both, as the case may be. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time, in writing.

Work order is the letter dated _____ issued by the Employer to the Contractor containing the Initial Contract Price and other details as enclosed in Appendix of this Contract.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any Integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any Modification or addition made approved by the Engineer in writing.

A **Variation** is an instruction given by the Engineer/ Employer in writing which varies the Works.

The Works are what the Contract requires the Contractor to carry out as part of this Contract and shall refer to Construction Works or Improvement Works or Maintenance Works or any combination thereof.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Work order:
 - b. Bill of Quantities
 - c. Contract Data
 - d. Conditions of Contract including Special Conditions of Contract
 - e. Instructions to Bidder
 - f. Any other document listed in the Contract Data/ Bid Document as forming part of the Contract (minutes of pre bid meeting, addendum and clarifications)

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractors in his role representing the Employer.

5. Delegation

- 5.1 The Engineer may delegate any of his duties and responsibilities to other person/organization after notifying the Contractor.

6. Communications

- 6.1 Communication between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

- 7.1 The contractor shall not, with out the prior consent of the Employer assign the contract or any part thereof or any benefit or interest therein or there under.

The contractor shall not sub contract the works. Except where otherwise specified in the contract, the contractor shall not sub contract any part of the works, with out the prior consent of the Employer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen

Provided that the contractor shall not be required to obtain such consent from the employer for:

- a. The provision of labour : and
- b. The purchase of materials which are in accordance with the Specifications and quality standards specified in the Contract.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share with the other contractors, public authorities, utilities, and the Employer and his representative between the dates given in the Schedule of the other contractors. The Contractor shall also provide facilities and services to them as may be necessary for smooth coordination. The Employer may modify the schedule of other contractors and shall notify the Contractor of any such modification.

- 8.2 Pursuant to the above, the Contractor hereby agrees and acknowledges that the Employer is well within their right to appoint other contractor for **“Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”** a part of this work/contract and any other works that the Employer may decide. The Contractor acknowledges that the Employer has no liability what so ever towards the Contractor in this regard and that the Contractor will, Unconditionally and without any financial charge, extend all necessary assistance and cooperation to the Employer and other Contractor(s), so as to ensure that the Works are completed in terms of the Milestones stipulated in the Contract Data.

- 8.3 Any default in the above regard shall be treated as a fundamental breach of the contract in terms of Clause 54.2

9. Personnel

- 9.1 The Contractor shall employ required personnel to carry out the functions and complete the works as stated in the bid document.

- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating reasons, the Contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the Contract.

9.3 Labour Statutory requirement

The Contractor shall confirm to and comply with the regulations and by-laws of the State or Central Government and other statutory Body the provisions contained in the various Acts specified in Appendix 2 of this section

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 The Employer is responsible for the expected risks which are in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, and act of foreign enemies, rebellion, and revolution. Insurrection or military or usurped power, civil war, (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

- 12.1 All risks of loss or damage to physical property or personal injury and death which arise during and in consequence of the performance of the Contract other than the expected Employer's risks are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start Date to the end of the Defects liability period, in the Amounts and deductibles stated in the Contract Data for the following events:

- a. loss of or damage to Works, Plant and Materials;
- b. loss of or damage to Equipment;
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
- d. personal injury or death of employer/employee personal and third party persons;

However, it is for the contractor to decide whether the minimum amount specified in the Contract data is sufficient, and if he considers it necessary, to insure for a greater amount. The policy should cover an unlimited number of claims in any one year.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the start Date. All such insurance shall provide for compensation to be payable in the type and proportions of currencies required to rectify the loss or damage incurred. The contractor shall be responsible

for effecting change to the policies and certificates as may be directed by the Engineer, within time period indicated by the Engineer.

- 13.3 If the Contractor does not provide the policies and certificates as required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due and if warranted, recovered by invoking Performance Security.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 13.6 The Contractor shall be entitled to place all insurance relating to the Contract with insurers from India, which have been determined to be acceptable to the Employer.

14. Queries about the Contract Data

- 14.1 The Engineer will clarify queries on the Contract Data.

15. Contractor to undertake the Works

- 15.1 The Contractor shall undertake the Works in accordance with the, Conditions of Contract, and as per the instructions of the Engineer.

16 The Improvement / Maintenance Works to be Completed by the Intended Completion Date

- 16.1 The contractor shall commence execution of the construction/ improvement works on the start date and shall carry out the maintenance / improvement works, and complete them in all respects by the intended completion date.

17.0 Deleted

18.0 Safety

- 18.1 The contractor shall be responsible for the safety of all activities on the Site. The proposed work site falls in High speed road Corridor. In addition to the safety of workmen in the project, the Contractor is responsible for the safety of the road users. The Contractor shall at his own cost formulate and implement an efficient traffic movement/regulation plan so as to achieve safe and efficient movement of vehicular traffic and pedestrians.
- 18.2 The contractor shall make necessary safety arrangements and equipments specified in Appendix 1 of this section.
- 18.3 Any damage caused to the existing structure, the road surface and other appurtenances shall be remedied/restored/replaced to the original condition at the cost of the Contractor and to the satisfaction of the Employer.

In case of default by the contractor, the Employer has the option to carry out the required remedial/ restoration/replacement works and deduct the expenditure incurred from the payments due to the Contractor.
- 18.4 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 18.5 During continuance of the contract, the Contractor shall abide at all times by all existing enactments on environments on environmental protection and rules, labour

laws made there under, regulations, notifications and bye-laws of the State or Central Government, or local bodies/authorities and any other law, bye-law, regulations that may be passes or notification that may be issued in this respect in future by the State or Central Government or the local authority

19, 20 & 21 Deleted

22.0 Instructions

22.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

23.0 Disputes

23.1 If either party believes that a decision taken by the Employer was either outside the authority given to the Employer by the contract or that the decision was wrongly taken, the objecting party may file written notice of dispute to the other party with a copy to the Engineer stating that it is giving the notice pursuant to this Clause while stating clearly the basis for the dispute.

23.2 The party receiving the dispute notice will consider it and reply in writing within 30 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer only to the High Court of Madras (Chennai) for adjudication.

23.3 Further, in case of any dispute or difference between the parties to the contract either during the progress of the works or after the completion of the works or after the determination / abandonment of the contract or any other matter arising thereof shall be referred to or filed with the High Court of Madras (Chennai) within a period of 18 months beyond the work completion period. No other courts or persons or bodies will have any jurisdiction over the disputes beyond such period.

24.0 Deleted

B. Time Control

25, 26 & 27 Deleted

28 Management Meetings/ Site Visits

28.1 The Contractor shall attend site visits and management meetings to review the Maintenance work and to deal with the matters regarding Performance/ progress of work etc.

28.2 Failure to attend the management meetings/ site visits shall attract penalties at the rate indicated in the Contract Data and in case of non-attendance of more than three such meetings/ visits then the same shall be construed as fundamental breach of Contract in terms of Clause 54.

29, 30 & 31 Deleted

C. Quality Control

32 Correction of Defects

32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defects within the length of time specified by the Engineer's notice.

33 Uncorrected Defects

- 33.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected and rectify the defects if needed by employing other persons and the Contractor will pay this amount or can be recovered from the bills of the contractor.

D. Cost Control**34 Bill of Quantities (BoQ)**

- 34.1 The Bill of Quantities for works contains items for the Works being implemented by the Contractor as in Section – V.
- 34.2 The Bill of Quantities is used to calculate the payment for works. The Contractor will be paid for the quantity of the work done at the rate in the Bill or Quantities for each item of work.

35 Changes in the Quantities

- 35.1 Any additional quantity required for completing the work will have to be carried out by the Contractor at the same quoted rate. There will be no percentage ceiling either addition or reduction in the quantities for completion of the project.
- 35.2 Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless such item accounts for an amount more than 2 percent of the Contract Price, and the actual quantity of work executed under the item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 25 percent

36. Variations during Implementation of Construction/ Improvement Works

- 36.1 Approval and methodology for all variations either Rate or Quantity should be followed as per the directions of the Engineer / Engineers representative.

37 Payments for Variations in Construction/ Improvement Works

- 37.1 The Contractor shall provide the Engineer with an estimate and quotation (with break up of unit rates) along with detailed justification ,vouchers ,for carrying out the Variation items, **if not available in the BOQ** and when requested to do so by the Engineer. The Engineer shall assess the quotation, with in a period of 7 (seven) days of the request (or) with in a reasonable time by the Engineer, and before the variation is ordered.
- 37.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Clause 35 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in form of new rates for the relevant items of work as per the MORTH data book and standard procedures.“

- (a) The Contractor shall submit a detailed rate analysis with all supporting documents. Such analysis shall be prepared based on similar items available in Bill of Quantities, subject to mutual agreement between the Engineer and Contractor and according to the Standard MORTH Data Book adopting the schedule of rates for the current year applicable to the Chennai region of Tamil Nadu.

- (b) In case the data for the item is not available in the Standard MORTH Data Book, observed data with current schedule of rates applicable to Chennai region of Tamil Nadu shall be adopted.

With the concurrence of the Employer, the Engineer shall determine the quantities and rates for the variation works. Prior approval should be obtained for all the variation items from the employer.

- 37.3 If the Contractor's quotation is unreasonable (or if the contractor fails to provide the Engineer with a quotation within a reasonable time specified by the Engineer in accordance with Clause 37.1), the Engineer shall fix the variation rate and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall instruct in writing, to commence the additional works before the approval of the rate.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38. Deleted

39. Payment

39.1 Improvement / Maintenance Works

- (a) The Contractor shall submit to the Engineer weekly statements of the estimated value of the completed work with details of measurement of items, applicable rates and other relevant details, along with an abstract statement, in accordance with the provisions of this Contract.
- (b) The value of works executed shall be measured by the Engineer and the representatives
- (c) The value of works executed shall include the valuation of variations.
- (d) Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- (e) The certification and payment methodology for improvement / maintenance works is given below :
 1. Contractor to submit details of Works completed on a fortnightly basis to the Engineer,
 2. Engineer to peruse the payment request and if found to be in order, recommend the Employer to pay 70% of bill within seven days of receipt of Contractor's request;
 3. In case of payment of 70% of bill is cleared, Engineer shall carry out check measurement as required by the employer within seven days thereafter and recommend payment of balance 30% of bill, if satisfied; Engineer to account for liquidated damages and other deductions, and add/deduct amounts to account for variation as the case may be, while arriving at amount payable to contractor
 4. Employer to make payment within fifteen days of receipt of payment recommendation/ Certification from Engineer; and

5. Notwithstanding anything contained herein above, the final payment due shall be made only upon completion of contract period, and suitable certification by the Engineer.

39.2 Retention money

In each Interim Payment Certificate (IPC) @ 2.5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The maximum amount of Retention money to be with held is restricted up to 2.5% of the contract value.

40 & 41 Deleted

42. Tax

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the service tax, sales tax, contract tax, royalty, Toll tax, cess and other taxes/duties/levies as may be levied by Central / State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42.2 The contractor shall have valid Registration for VAT and PAN as prescribed in Appendix 3

43. Currency

43.1 All payments shall be made in **Indian Rupees**.

44. Price adjustment for works

No price adjustment shall apply to this work/contract

45. Penalty and Liquidated Damages

45.1 For Construction/ Improvement Works

- (a) The Contractor shall pay liquidated damages to the Employer at the rate stated in the Contract Data for each day for non-compliance / non-performance .The liquidated damages amount shall be deducted from payments due to the Contractor and shall not be refundable. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data.

46 & 47 Deleted

48. Securities

48.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Intent and shall be issued in an amount and form indicated in Contract Data from:

- a. State Bank of India or subsidiaries;
- b. Any Indian Nationalised Bank; or
- c. Any Scheduled Bank

As acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid for period of 13 months from the date of issue of work order or 12 months beyond the completion date whichever is later. The Bidder should maintain the facility in acceptable condition as stipulated in the bid Document.

49. Deleted

E. Finishing the Contract

50. Completion

- 50.1 The Contractor shall request the Engineer to issue a Certificate of Completion of Works and the Engineer will do so upon deciding that the Works are completed in all respects.
- 50.2 Upon satisfactory compliance and observance of the performance standards by the Contractor, the Engineer shall suitably inform the Employer who may then issue the Certificate of Contract Completion to the Contractor, Subject to Contractor satisfying all Provisions under this Contract.

51 Taking Over

- 51.1 The Employer will take over the Site and the Works within 1 month of the Engineer issuing a certificate of Contract Completion in terms of Clause 50.2.

52 & 53 Deleted

54. Termination

- 54.1 The Employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the Contract.
- 54.2 Fundamental breach of Contract includes, but shall not be limited to the following:
- (a) Contractor stops work for 15 days when no stoppage of work is shown on the program and the stoppage has not been authorized by the Employer.
 - (b) Employer or the Contractor is made bankrupt or goes into liquidation, other than for a reconstruction or amalgamation
 - (c) Payment certified by the Engineer is not paid by the Employer to the Contractor within 60 days of the Engineer's Certificate.
 - (d) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (e) The Contractor does not maintain a security (performance security, Security against Advance Payment etc) which is required;
 - (f) In case, the Contractor has awarded more than 20% of value of works on sub-contract
 - (g) The Contractor has defaulted in fulfilling his obligations under this Contract;
 - (h) The Contractor has contravened clause 7,8 and 9 of the conditions of contract
 - (i) The Contractor does not adhere to the construction program (clause 25 of Conditions of contract) and also fails to take Satisfactory remedial action as per agreements reached in the management meetings (clause 28) for a period of 30 days;

- (j) The Contractor fails to carry out the instructions of Engineer within a reasonable time determined by the Engineer in accordance with Clause 15.1 and 22.1 of the conditions of Contract.
- (k) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and
- (l) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or the Employer or Engineer in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Employer of the benefits of the free and open competition.”

- 54.3 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause than those listed under Clause 54.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 54.4 Notwithstanding the above, the Employer may terminate the Contract for his convenience.
- 54.5 If the Contract so terminated, the Contractor shall stop work immediately make the site safe and secure and leave the site as soon as reasonably possible.
- 54.6 In case the Contractor fails to carryout the works, as per the construction programme and/or fails to achieve the milestone/s then the Employer, at its sole discretion is entitled to terminate this contract at the ‘**Risk and Cost**’ of the Contractor and to employ such other Contractor/s to carryout the balance works. The additional cost incurred by the employer in completing the works, which remain unfinished at the time of termination of the contract will be recovered from the Contractor. Any unrecovered ‘Risk and Cost’ amount will be a debt payable to the Employer and the Employer will take suitable actions for such unrecovered ‘Risk and Cost’ amount at the cost of the Contractor. Any bill/s for the works executed remains unsettled and/or the value of materials, machineries etc., taken over or possessed by the Employer at the time of termination or on termination will be adjusted towards the ‘Risk and Cost’ recoverable from the contractor.

55. Payment upon Termination

If the Contract is terminated because of fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payment received up to the date of the issue of the work certificate, less other recoveries due in the terms of the Contract, less taxes due to be deducted at source as per applicable law and the estimated/actual ‘**Risk and Cost**’ to be recovered from the contractor due to termination. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the Works done, the reasonable cost removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s cost of protecting and securing the Works and less advance

payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

56 & 57 Deleted

58. Maintenance of ROW

58.1 Throughout the period of the Contract, the Contractor shall at all times maintain public vehicular access along the right-of-way to all public and private access and land. The contractor on written request to the Engineer, (including a drawing, program and specification), be given approval to operate.

59 & 60 Deleted

APPENDIX 1

Safety Measures

I Contractor's Liability

The contractor shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the execution of the works, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

II Responsibility for Accidents, Damages etc.

The care of the whole of the permanent works shall remain with the contractor who shall be responsible for all accidents or damages from whatever cause arising and chargeable for anything that may be stolen, removed destroyed or damaged to whomsoever belonging and also for making good all defects and damages to the said works or to any property adjoining or any cause whatever whether such damage or defects were occasioned by the negligence of the contractor or not or may be or might have been discovered during the progress of the works or in consequences thereof, or shall appear to be known after the completion whereof or whether payment may wholly or partially have been made or the works approved as supposed to have been properly done and no certificate of approval of any works by any officers or ITEL shall affect or prejudice the right of ITEL against the contractor or be considered or held as at all conclusive as to the sufficiency of any works or materials.

III Contractor to be responsible for all Trespasses and Damages

In the event of accidents to any person including employees of ITEL on duty, damages to property, trespass on land, injury to cattle, horses, or other animals or damage injury of any description to any person or thing arising out of the execution of the works, the contractor shall be held responsible for and make good the same and shall indemnify ITEL from all claims or expenses on account thereof and if ITEL has to pay any money in respect thereof the sum so paid and the costs incurred by ITEL shall be charged to the contractor as so much money paid to him on account of his contract and the contractor shall not be at liberty to dispute or question the right of ITEL to make such payment for him or on his account notwithstanding the same may have been made without his consent of authority and decision or determination in law or otherwise to the contrary notwithstanding. ITEL shall not be liable to, or for in respect of any damages or compensation or claim there for, under any Act for the time being in force or common law because or by reason or in consequences of any accident or injuries to workmen or others in the employment of the contractor or any subcontractor or of any person acting under him or on his behalf or the staff / persons employed by ITEL for supervision of the work under his contract and the contractor shall save ITEL harmless and indemnify in respect thereof and of any all costs and expenses incidental there to or consequent thereon.

IV Safety Measures

1. All the works to be carried out in and around the work site, it must be under the contractors supervision with their supervisor, at their own risk and cost
2. The contractor should possess rubber gloves, gum safety boots, helmet, face mask, torch light, emergency light etc. as safety equipments in good condition
3. Each and every employee of the contractor should have insurance cover under workmen compensation act.
4. The Contractor has to carry out any activity of the construction work only after informing and getting concurrence of ITEL / Engineer in charge

V Safety Equipments & Loose Tools:

The Contractor will be responsible to make available the safety equipment and loose tools as listed below If the Contractor fails to keep the safety equipment and loose tools and consumable items as listed the above will be procured by ITEL and the cost will be deducted immediately from the bill payable to the contractor with a penalty of Rs. 2,000/-

VI Safety Measures to be adhered

1. Only experienced, skilled people have to be employed by the contractor
2. All personnel should be covered by insurance under workmen compensation act.
3. All labour act provisions has to be met with
4. Rubber gloves, gum safety boots, helmet, face mask, torch light, emergency light etc are need to be provided by the contractor.
5. Exhibit labels of "Safety First"

VII List of Safety equipments to be provided by contractor

SI No	Name of Equipment
1	Face Mask
2	Shock proof hand gloves
3	Disposable hand gloves
4	Gum boot / Safety shoes
5	First Aid Box
6	Emergency light
7	Helmet / hard hat
8	Safety cones
9	Traffic barriers
10	Warning lights
11	Red flags
12	Caution boards

Note: The above is only an illustrative minimum list. The contractor must note that it is their responsibility to ensure the lives and safety of the workers employed by them. Towards this end, all the equipments of appropriate specifications should be procured and made available to the workers in usable conditions throughout the period of contract. Responsibility for any health problem or death will solely rest with contractor.

APPENDIX 2**Labour Statutory Requirements****I General**

The Contractor shall confirm to and comply with the regulations and by-laws of the State or Central Government or ITEL and of all other local authorities such as Corporation of Chennai, The Tamil Nadu Electricity System, The Chief Electrical Inspector to Government of Tamil Nadu, The Government Customs and Police Departments Fire Service, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and rules made there under including those under Minimum Wages Act, Factories Act, The Indian Electricity Act and rules framed under it, Workmen Compensation Act, The Employees State Insurance Act 1948, Provident Fund Regulations Act, The EPF and Miscellaneous Provisions Act 1952, Employees Provident Fund 1961 and scheme made under the said Act, Health and Sanitary Arrangements for workers etc. and the Contract Labour (Regulation and Abolition) Central Act 1970 and the Contracts (Regulation and Abolition) Central Rules 1971 etc. for Welfare and protection of works, workers or for the safety of the public and other Insurance provisions.

II Further, the Contractor has to give a declaration for the following provisions:-

- i. That in the capacity of Contractor, the Contractor has to comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factories Act wherever applicable.
- ii. The Contractor has to pay the wages in accordance with the Minimum Wages Act to all his / their employees
- iii. That the Contractor has to abide to recover the Employees Provident Fund and the Employees' Insurance contributions (both Employees and employers contribution) from the payment of bills every month
- iv. The Contractor's Code Nos. for E.S.I and E.P.F. are----- & ----- and both the Employees, Employers contributions will be remitted by the contractor in his / their code numbers and copy of the remittance challans will be produced. In case, if the contractor is failing to remit, he / they will inform wage rates of employees to the Principal employer so that they can remit Employees' State Insurance Contribution & Employees Provident Fund contribution (both for employer and employee) and authorize them to make deductions from the payment of bills
- v. That the contractor has to contribute towards Tamil Nadu Manual Worker (Regulations of Employment and Conditions of work) Act, 1982 fund at the percentage prescribed by the Government from time to time.
- vi. That the contractor has to further declare and undertake that in case of any liability pertaining to his / their employees is to be discharged by the Principal Employer for his / their lapse, the contractor undertake to reimburse the same or the Principal Employer is authorized to deduct the same from the contractor's dues as payable.
- vii. That the contractor will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable
- viii. That the contractor will take insurance policy under Workmen Compensation Act to meet out any untoward incident until the contract labourers are issued with ESI card

III Compliance with Labour Regulations

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactment's and rules made there under, regulation, notifications and bye laws of the State or Central Governments or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep ITEL indemnified in case any action is taken against ITEL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulation's or notifications including amendments. If ITEL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor, the Engineer / ITEL shall have the right to deduct any money due to the contractor including his amount of performance security. ITEL/ Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by ITEL.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of ITEL at any point of time.

IV Contribution to Fund

Notwithstanding anything contained in any Law for the time being enforced or in any agreement every person / Contractor who undertakes any Civil work shall be liable to pay a sum at such percent, not exceeding one percent of the total estimated cost of the work as may be fixed by the Government, by notification, as contribution to the fund constituted for the benefit of manual workers in the employment in Civil Works under a scheme, framed under Section 3 of Tamil Nadu Manual Workers (Regulation of Employment and conditions of Work) Act, 1982. The percentage of total estimated cost of work, as may be fixed by the Government, notification from time to time shall be paid by the Contractor.

V Contract Labour Welfare

- i. The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify ITEL in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen's compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency on safety measures to be adhered as stipulated in Safety measures to be adhered in Appendix 1. A photocopy of the insurance under Workmen's Compensation Policy should be furnished to ITEL. The policies should be kept alive till the completion of the contract period.

The Contractor shall produce fitness certificate from any Authorized Medical Attendant (AMA) of Government Hospital for all the Technical Staff and Labour Staff to be employed.

VI Following Laws shall be adhered to by the contractor wherever applicable

- a. Workmen Compensation Act, 1923
- b. Payment of Wages Act, 1936
- c. Industrial Disputes Act, 1947
- d. Minimum Wages Act, 1948
- e. Factories Act, 1948
- f. Employees PF and Miscellaneous Act, 1952
- g. Payment of Bonus Act, 1965

- h. Payment of Gratuity Act, 1972
- i. Equal Remuneration Act, 1979
- j. Maternity Benefit Act, 1951
- k. Contract Labour (Regulation & Abolition) Act 1970
- l. Industrial Employment (Standing Orders) Act 1946
- m. Trade Unions Act 1951
- n. Child Labour (Prohibition & Regulation) Act 1986
- o. Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979
- p. The Building and other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996
- q. Employee State Insurance Act, 1948
- r. The Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982
- s. The Bonded Labour System (Abolition) Act, 1976
- t. The Employer's Liability Act, 1938

VII Elimination of Child Labour

1. Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labor is prohibited in building and construction industry.
2. Hence all the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities of ITEL are completely prohibited. Any violation of the provision will lead to penal action and removing of the contractor from the list of registered contractors.

APPENDIX 3

Tax Registration Number

We confirm that our firm/company have valid VAT/PAN details as under:

i) VAT No. _____

ii) PAN No. _____

We confirm that our firm/company have valid ESI/EPF codes as under:

i) ESI No. _____

ii) EPF No. _____

Section IV

Contract Data

SECTION - IV
CONTRACT DATA

Item	Clause Reference
The following documents are also part of the contract	2.3
<p>The Employer is : IT Expressway Limited, Sindur Panthion Plaza, 2nd Floor, 346, -Pantheon Road, Egmore, Chennai- 600 008. Phone: 044 - 2819 4800, 044 - 2819 4900 Fax 91- 44 -2819 5800</p> <p>Name of Authorised Representative : Managing Director / ITEL</p> <p>-----</p> <p>Engineer is : IT Expressway Limited (ITEL) Sindur Panthion Plaza, 2nd Floor, 346, Pantheon Road, Egmore, Chennai- 600 008. Phone: 044 - 2819 4800, 044 - 2819 4900 , Fax 91- 44 - 2819 5800</p> <p>Name of Authorised Representative : Vice President - Operations</p>	1.1
The name of the Contract is : “Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”	1.1
The Start Date shall be the date of issue of work order / Notice-to-Proceed to the Contractor for the Works	1.1
Contract period : The period of contract is 30 days from the date of commencement / Date of issue of work order.	16
The Site Possession Date shall be the date of commencement of work as indicated in the work order	
The Site “Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu”	1
The language of the Contract Document is English	3
The law which applies to the Contract is the law of Union of India	3
The currency of the contract is Indian Rupees.	43

<p>The liquidated damages for non-Performance/improper maintenance and non adhering to the instructions of Engineer shall be Rs 2,000 per day of delay. The maximum amount of liquidated damages for the whole of the work is Ten percent of final Contract Price for Works.</p>	45.1
<p>Performance Security shall be of 5 percent of Contract Price as stated in the Work order/ Acceptance letter, and shall be valid for 13 months from the date of issue of work order or 12 months beyond the completion date whichever is later.</p>	48
<p>Retention money In each IPC's @ 2.5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The maximum amount of Retention money to be with held is restricted up to 2.5% of the contract value.</p>	39.2

Section V

Bill of Quantities

Bill of Quantities for works

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instruction to Bidders, Conditions of Contract etc.
2. The quantities given in the Bill of Quantities are approximate and provisional, which are given to provide a common basis for making payment for works.
3. The rates in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all plant, labour, supervision, materials, erection, transportation, maintenance, insurance, Toll, administrative overheads, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities.
5. References to the relevant sections of the Contract document shall be made before entering prices against each item in the Bill of Quantities.

BOQ

Improvement & Maintenance of IT Corridor – Reducing the median Island at Shollinganallur junction and Resurfacing of junctions & satellite plaza lanes with Bituminous material in Chennai, Tamil Nadu

S.No	Reference to MoRTH specification	Description of the work	Unit	Qty	Rate		Amount (Rs)
					Figure	Words	
1	301	Earth work excavation for roadway in all types of soil including soft rock, soft and hardmurrum, soil mixed with boulders, clay, sand by mechanical means including loading cutting and pushing the earth to side of embankment with all leads and lifts, including trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections as per the drawings and directions of the Engineer - in-charge.	cu.m	20.16			
2	Spl Spec	Dismantling of structures and flexible pavements including T & P , Traffic arrangements wherever necessary and disposal of dismantled materials with all leads and lifts etc complete as per Technical specifications and directions of Engineer- in-charge	cu.m	5.8			
3	406	Providing, laying, spreading and compacting graded stone aggregate of size 45 mm to 75 micron as per Table 400-11 to Wet Mix Macadam specification including premixing the material with water at OMC in mechanical mixing plant, carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the 98% MDD including cost and conveyance of all materials, labour, etc., complete as per standard specifications and directions of Engineer-in-charge	cu.m	5.04			
4	502	Providing and applying prime coat with bitumen emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.60 kg per sqm using mechanical means including cost and conveyance of all materials to site including labour and hire charges etc., complete as per standard specifications and directions of Engineer-in-charge.	sq.m	25.20			
5	503	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.25 kg per sq.m on the prepared bituminous surface & granular surface, cleaned with mechanical broom and by using air compressor including cost and conveyance of all materials to site including labour, machinery etc., complete as per standard specifications and directions of Engineer-in-charge.	sq.m	5353.80			

6	507	Providing and laying Dense graded bituminous macadam with 100 - 120 TPH hot mix plant producing an average output of 75 tones per hour using crushed aggregates of specified grading premixed with bituminous binder at 4.0 to 4.5% by weight of total mix and filler, transporting the hot mix to site, laid over a previously prepared surface with a hydrostatic paver finisher with sensor control to the required grade, level and alignment and rolled with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per clause 507 of MORT & H specifications complete in all respects.	cu.m	131.44				
7	509	Providing and laying bituminous concrete with 40 - 60 TPH hot mix plant producing an average output of 40 tones per hour using crushed aggregates of specified grading premixed with bituminous binder at 5.4 to 5.6% by weight of total mix and filler, transporting the hot mix to site, laid over a previously prepared surface with a hydrostatic paver finisher with sensor control to the required grade, level and alignment and rolled with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per clause 508 of MORT & H specifications complete in all respects.	cu.m	130.48				
8	1500, 1700 & 2200	Providing and laying of Plain cement concrete M 15 [1:2:4 nominal mix] in sub structure with crushed stone aggregates 40 mm nominal size mechanically mixed, including cost conveyance of all materials , formwork, centering, labour charge, incidental charge, laying, compacting, curing, conveyance to site etc and as directed by Engineer-in-charge.	cu.m	0.81				
9	1500, 1700 & 2200	Providing and laying of Plain cement concrete M 20 in sub structure with crushed stone aggregates 40 mm nominal size mechanically mixed including cost and conveyance of all materials to site, formwork, centering, labour charge, incidental charge, laying, compacting, curing ,conveyance to site etc and as directed by Engineer-in-charge.	cu.m	7.38				
10	1300 & 2200	Plastering with Cement mortar 1:3 on Brickwork in substructure complete as per drawing, standard technical specification and as directed by Engineer-in-charge.	sq.m	30.00				
11	803	Providing and applying two coats of branded synthetic enamel paint on new plastered concrete surface with smooth finish after the surface preparation including filling the surface and two coats of cement primer and as per the directions of Engineer in charge.	sq.m	266.32				
Total amount								