

***Tamil Nadu Road Development Company Ltd.
(TNRDC)***

**“Carrying out Maintenance works from Km 22/300 to Km 135/500
and Cleaning works from Km 22/300 to Km 66/000 of East Coast
Road, 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

November 2012

TNRDC

**Tamil Nadu Road Development Company 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**

Tamil Nadu Road Development Company Ltd.
(TNRDC)

**“Carrying out Maintenance works from Km 22/300 to Km 135/500
and cleaning works from Km 22/300 to Km 66/000 of East Coast
Road, in Chennai, Tamil Nadu”**

Period of Issue of Tender Document	22 nd November,2012 to 05 th December,2 012
Bid Document Price	Rs 2000/- DD in Favour of M/s. Tamil Nadu Road Development Company Limited (TNRDC), payable at Chennai
Last Date and Time for Receipt of Bids	06 th December, 2012, 15.00 Hrs
Pre-Bid Meeting	29 th November, 2012, 15.00 Hrs
Bid – Opening Date and Time	
Technical Bid opening	06 th December, 2012, 15.30 Hrs
Financial Bid Opening	14 th December, 2012, 15.30 Hrs

Tamil Nadu Road Development Company Ltd.
(TNRDC)

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Section II	Forms of Bid & Forms of Securities
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Tamil Nadu Road Development Company Ltd.

INVITATION FOR BIDS

“Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu”

Bids are invited by M/s Tamil Nadu Road Development Company Ltd. (TNRDC) for implementation of the following works in East Coast Road (ECR), in Chennai, Tamil Nadu.

Description of Works	Nature of Work and Location	Indicative value of work per annum*		EMD / Bid Security Value (Rs) per annum*	Period of Completion
		Package	Amount (Rs) Lakhs		
Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu	Maintenance works from Km: 22/300 to Km: 75/300	I	24.98	25,000/-	3 Years
	Maintenance works from Km: 75/300 to Km: 135/500	II	24.98	25,000/-	
	Cleaning works from km:22/300 to km:66/000	III	12.94	13,500/-	

** The Indicative Value of Work and the EMD value are fixed only for the first 12 Months of the total 3 Year Contract Period whereas, the Contract Value will be increased @ 10% p.a. after every 12th Month of the contract period.*

Bid document can be obtained between 10.00 hrs and 17.00 hrs on all working days from **22nd November, 2012** to **05th December, 2012** at the address for communication mentioned below on payment of Non-refundable fee of **Rs. 2,000/-** (Rupees Two Thousand only) by way of a demand draft drawn in favour of **M/s. Tamil Nadu Road Development Company Ltd.** payable on any scheduled bank in Chennai. Alternatively, the Bid document can also be downloaded from the website www.tnrdc.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 06th December, 2012**

Address for communication

The Managing Director
Tamil Nadu Road Development Company 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@tnrdc.com
Web : www.tnrdc.com

Section I

Instructions to Bidders

SECTION 1: INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid

1.1 Background

(a) Tamil Nadu Road Development Company Ltd.(TNRDC) is promoted by Tamil Nadu Industrial Development Corporation Ltd (TIDCO) and TIDEL Park Ltd. TNRDC is maintaining the East Coast Road (Km 22/300 to Km 135/500) based on long term Concession Agreement with GoTN.

1.1.1 Bids are invited by Tamil Nadu Road Development Company Ltd, (TNRDC), for “**Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu**”

The estimated cost of the work is **Rs.62.92 Lakhs**.

1.1.2 The successful bidder will be expected to complete the works within three years period, from the date of issue of 'Notice to Commence the Work / Acceptance letter.

1.1.3 The execution of the above works is proposed to be on “Item Rate Contract basis”. The approximate quantities for all items of works to be executed are furnished in the Bill of Quantities - Section- V of the bidding document.

1.2 Scope of works

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

- (i) Maintenance activities on the project road includes ordinary repairs, routine maintenance, and any special repairs due to flood, accidents, or other similar events from the date of order till the completion date as per the relevant specifications, performance standards and prudent utility practice.
- (ii) Carrying out cleaning of Main Carriageways, Median islands, Signages, Studs, Junctions, approach roads, bridges, busbays, bus shelters, road furniture, Toll Plazas, Hand Rails, Toll Booths and Encroachment / poster removals etc., as per Engineer instruction, which includes necessary Manpower/Machinery, Carriage vehicles, consumables, Traffic Management & safety issues etc., complete as per General conditions of the contract – for either direction of the road.
- (iii) Supplying of labours for Toll booths office premises, Toilets cleaning, Civil and Electrical petty works as per Engineer instruction, which includes necessary man power consumable, traffic management and safety issues etc.
- (iv) Other works and services as may be indicated in Appendix-4 of the contract.
- (v) There are three packages in this contract as follows:

Description of Work and Location	Indicative value of work per annum*		EMD / Bid Security Value (Rs) per annum*
	Package	Amount (Rs) Lakhs	
Maintenance works from Km: 22/300 to Km: 75/300	I	24.98	25,000/-
Maintenance works from Km: 75/300 to Km: 135/500	II	24.98	25,000/-
Cleaning works from km:22/300 to km:66/000	III	12.94	13,500/-

***The Indicative Value of Work and the EMD value are fixed only for the first 12 Months of the total 3 Year Contract Period whereas, the Contract Value will be increased @ 10% p.a. after every 12th Month of the contract period.**

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.

- (i) The bidder should have executed similar nature of work during the last five years. The bidder must provide proof of experience from the client.
- (ii) Should have adequate labour resources / link with manpower agencies to supply the required labourers and equipment for the work
- (iii) The Bidder should have a valid **ESI / EPF code or Workmen Compensation Policy**. The Bids submitted by the firms without a valid ESI / EPF code or Workmen Compensation Policy, shall be declared non-responsive. However, the Successful bidder has to furnish valid **ESI / EPF code or Workmen Compensation Policy** before the commencement of work

3. Equipment Capabilities

The bidder is required to own or have assured access through hire or lease key equipments required for the work.

4. Cost of Bid document and Bidding

- 4.1 The cost of Bid document for the work is **Rs 2000/-** as indicated in the Invitation for bids. Any bid not accompanied by the acceptable bid document price shall be rejected by the Employer as 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 submission of the Bid for the work, at his own 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.

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, Forms, Conditions of Contract, Contract Data, Bill of Quantities 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 TNRDC, Egmore on **29th November, 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 work related matter 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 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.

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 completed in accordance with the provisions of Bid Document and shall be submitted by the bidder in a duly filled & signed manner as appropriate. It shall comprise the following:

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

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

The Technical Bid must not include any details of financial bid

(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. 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 first 12 months of the contract period and shall not be subject to adjustment on any account. There after which, billing rates shall be increased @ 10 % per annum after every 12th Month for the subsequent contract period.

12. 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 only.

13. 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 his bid security being forfeited. 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. Earnest Money Deposit (EMD)

- 14.1 The proposals duly filled in the required format must reach the Office of TNRDC, Egmore, **Chennai - 600 008** on or before **15.00 hrs, 06th December, 2012** along with their respective **EMD/ Bid Security** in the form of Demand Draft drawn in favour of M/s. Tamil Nadu Road Development Company Ltd. payable at Chennai as specified below:.

Description of Work	Package	EMD / Bid Security Value (Rs) Per Annum *
Maintenance works from Km: 22/300 to Km: 75/300	I	25,000/-
Maintenance works from Km: 75/300 to Km: 135/500	II	25,000/-
Cleaning works from km:22/300 to km:66/000	III	13,500/-

** The Bidder is required to furnish the requisite acceptable EMD only at the time of bid submission during the first Year of the 3 Year Contract Period.*

14.2 **Any bid not accompanied by the acceptable EMD shall be rejected by the Employer as non-responsive**

15. 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.
- 16.8 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be printed below their dated signatures.

D. SUBMISSION OF BIDS

17. Sealing and Marking of Bids

17.1 The Bidder shall submit qualification information and Financial Bid in two separate envelopes, sealed securely. These envelopes shall be clearly marked on top as the “**Technical Bid**” and “**Financial Bid**” as appropriate. The two separate envelopes so sealed and marked shall then be put into an outer envelope and duly sealed.

17.2 The **inner and outer** envelopes shall

(a) Be addressed to the Employer at the following address:

**Managing Director,
Tamil Nadu Road Development Company Ltd,
346, Sindur Panthion Plaza, 2nd Floor,
Pantheon Road,
Egmore, Chennai- 600 008, and**

(a) Bear the following identification:

Bid for “Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu”

17.3 In addition to the identification mentioned above the inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 19.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for misplacement or premature opening of the bid and the bid will be treated as rejected on the grounds of not substantially responsive.

18. Deadline for Submission of the Bids

18.1 Bids must be received by the Employer at the address specified above not later than 15.00 hours on 06th December, 2012. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8.

19. Late Submission of Bids

Any Bid received by the Employer after the deadline prescribed in Clause 18 will be returned unopened to the bidder.

20. Modification and Withdrawal of Bids

20.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 18 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

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. 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 06th December, 2012** at the office of the TNRDC, 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 14th December, 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. 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.

23. 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. 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. 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. 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.
- 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. Award Criteria

- 27.1 One contractor may quote for more than one package / work. However, **each contractor will be awarded only one package / work, though the quote of the said contractor is the lowest in more than one package / work.**
- 27.2 In the above circumstance the contractor who has quoted lowest in more than one section shall be given a package / work only of his choice, in the remaining section the contractor who has quoted the next lowest shall be considered if he accepts to do it at the same rate quoted by the lowest bidder (L1).
- 27.3 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.
- 27.4 Employer reserves the right to appoint other contractor/contractors for **Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu** or part of this work/contract and any other works that the Employer may decide.

28. 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. Performance Security

- 30.1 Within 7 days of receipt of the Letter Of Award/Work Order for every Contract Period, (i.e, Within 7 days of receipt of Initial letter of Award for the first year of the contract period and Letter of Award issued after every 12th Month till the end of the total 3 year contract period) the successful Bidder shall deliver to the employer a Performance Security in the form of a Demand Draft in favour of M/s. Tamil Nadu Road Development Company 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 every time when Work Order is issued within the contract period, for an amount equivalent to **5% of the Initial Contract Price / Escalated Contract Price** in accordance with Clause 48 of Conditions of Contract. The Performance Security for works shall be valid for a period of **14 Months** from the date of commencement of works or **2 Months** beyond the completion date for every 12 Months whichever is later.
- 30.2 **Retention money**

In each IPC's @ 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 at the end of every 12 Month contract period. The maximum amount of Retention money to be withheld is restricted up to 5% of the contract value for every 12 months till the end of the 3 Year Contract Period.

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

31. Work Order

- 31.1 At the same time, the employer notifies to the successful Bidder that his Bid has been accepted, the Employer will issue work order for the work after every 12th month. 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 eligible, either indefinitely or for a stated period of time, to be awarded any contract in **TNRDC**, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, this Contract.

33.0 TERMINATION

In case the Contractor fails to carryout 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 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.

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:

The Managing Director
Tamil Nadu Road Development Company Ltd.
Sindur Panthion Plaza, 2nd Floor, 346, Pantheon Road,
Egmore, Chennai- 600 008

Sir,

- 1.1.1 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 **"Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu"**
2. TNRDC 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) TNRDC reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and
 - (b) TNRDC 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

Declaration Statement

(Letterhead paper of the Bidder)

[date]

To

**The Managing Director
Tamil Nadu Road Development Company Ltd.**
Sindur Panthion Plaza,
2nd Floor, 346, Pantheon Road,
Egmore, Chennai- 600 008

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 authorize(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 TNRDC

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 TNRDC / ITS REPRESENTATIVES**

To

Name of Bank/ Address/ city

Dear Sir:

We have recently submitted a Bid Proposal to TNRDC, 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 TNRDC and you need not seek any clearance/ opinion from us for providing the information/ data to TNRDC.

Sincerely,

Authorized Signatory

Letter of Award

(Letterhead paper of the Employer)

[date]

To: [name and address of the contractor]

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

Sub: "Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu" – Work Order – Reg.

Ref: -----

Sir,

With reference to the Captioned Subject, and your financial offer, TNRDC 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:
 - (i) Maintenance activities on the project road includes ordinary repairs, routine maintenance, and any special repairs due to flood, accidents, or other similar events from the date of order till the completion date as per the relevant specifications, performance standards and prudent utility practice.
 - (ii) Carrying out cleaning of Main Carriageways, Median islands, Signages, Studs, Junctions, approach roads, bridges, busbays, bus shelters, road furniture, Toll Plazas, Hand Rails, Toll Booths and Encroachment / poster removals etc., as per Engineer instruction, which includes necessary Manpower/Machinery, Carriage vehicles, consumables, Traffic Management & safety issues etc., complete as per General conditions of the contract – for either direction of the road.
 - (iii) Supplying of labours for Toll booths office premises, Toilets cleaning, Civil and Electrical petty works as per Engineer instruction, which includes necessary man power consumable, traffic management and safety issues etc.
 - (iv) Other works and services as may be indicated in Appendix – 4 and Conditions of Particular Application (COPA) of the contract.

2. 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 2
- 3. 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
 - 4. The rates in the BoQ are firm; no escalation on any account shall be allowed during the intended / extended execution period
 - 5. Within 7 days of receipt of this Letter of Award for this contract period of 12 Months, 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 / escalated contract price and Clause 48 of Conditions of Contract (CC). The Performance Security for works shall be valid for a period of **14 Months** from the date of commencement of works or **2 Months** beyond the completion date for every 12 Months, whichever is later.
 - 6. Intended Completion Period is **12 Months** from this order date. Any variations during the execution shall have 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 not exceeding **5%** of the total contract price.

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 CC 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 this order 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, CC of Bid Document **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 **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 ESI and EPF codes as per the details given in Appendix 3 or shall have valid Work Men's Compensation policy.
15. The Contractor has to arrange necessary insurance as specified in clause 13 of CC 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 CC 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 CC 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.

Sr. Highway Engineer

TNRDC

Accepted by

Cc:

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

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 -----20__ (hereinafter referred to us as the "Expiry Date").

Notwithstanding anything contained herein.

- i) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. -----/- (Rupees -----only)
This Guarantee shall be valid up to -----20__ (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 -----20__ (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.

- 1.1.1 **Work** means **Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, 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 TNRDC, 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 TNRDC 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.

- 1.1.2 **Maintenance Works** means the **"Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, 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 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. Conditions of particular application
 - f. Instructions to Bidder
 - g. 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 8.1, the Contractor hereby agrees and acknowledges that the Employer is well within their right to appoint other contractor for "Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, 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 as 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 the 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 Maintenance / Improvement 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. Deleted

18. 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. 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. 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 after the completion of the works or after the termination / abandonment of the contract or any other matter/s arising thereof shall be referred to or filed with the High Court of Madras (Chennai) within a period of 18 Months. No other courts, persons, or bodies will have any jurisdiction over the dispute/s beyond such date.

24. 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 need be 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 contain 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 of Quantities for each item of work.
- 34.3 The Rates quoted by the selected bidder in the BoQ shall be applicable for the first 12 Months of the contract period , which will be increased with an escalation @10% per annum after every 12th Month till the completion of the 3 Year Contract Period..

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 % 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 %

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 Maintenance Works**

- (a) The Contractor shall submit to the Engineer monthly (30 days) 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 maintenance/ improvement works is given below :
 - 1. Employer to make payment within Ten days of receipt of payment recommendation/ Certification from Engineer; and
 - 2. 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 IPC's @ 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 at the end of every 12 Month contract period. The maximum amount of Retention money to be with held is restricted up to 5% of the contract value for every 12 months.

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. Deleted**45. Penalty and Liquidated Damages****45.1 For Construction/ Improvement Works**

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 **14 Months** from the date of issue of work order **2 Months** beyond the completion date for every 12 Months contract period within the total 3 Year contract Period.

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) The Contractor has defaulted in fulfilling his obligations under this Contract.
- (g) The Contractor has contravened clause 7,8 and 9 of the conditions of contract.

- (h) The Contractor does not adhere to the construction program and also fails to take Satisfactory remedial action as per agreements reached in the management meetings (clause 28) for a period of 30 days;
- (i) 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.
- (j) 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
- (k) 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 if 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 for 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 TNRDC shall affect or prejudice the right of TNRDC 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 TNRDC 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 TNRDC from all claims or expenses on account thereof and if TNRDC has to pay any money in respect thereof the sum so paid and the costs incurred by TNRDC 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 TNRDC 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. TNRDC 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 TNRDC for supervision of the work under his contract and the contractor shall save TNRDC 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 TNRDC / 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 above will be procured by TNRDC 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 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 TNRDC 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 Employee's Provident Fund and the Employee's 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 TNRDC indemnified in case any action is taken against TNRDC 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 TNRDC 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 / TNRDC shall have the right to deduct any money due to the contractor including his amount of performance security. TNRDC/ 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 TNRDC.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of TNRDC 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 TNRDC 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 TNRDC. 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 TNRDC 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. _____

APPENDIX 4**Minimum Standards****I Preamble**

This Performance Standards are general guidelines for the Contractor to plan and follow up the maintenance activities. However, ***before executing any item of work given in this appendix, the maintenance Contractor should obtain prior approval from Engineer – in – Charge without fail***

II Detailed Scope of Work**1 General**

The Contractor shall be responsible for all maintenance activities on the Project Road which include ordinary repairs, routine maintenance, and any special repairs due to floods, accidents, or other similar events from the order date till the completion date. The maintenance works shall be carried out as per the relevant specifications and Performance Standards and Prudent utility practice

The maintenance activity shall be done to an approved plan and programme adequate data and records shall be maintained to create a database on ordinary or routine maintenance and periodic renewals.

The contractors shall be responsible, for all maintenance and repair / replacement (as warranted) of the facility and all its components

2 Traffic arrangements

The contractor shall be responsible for traffic arrangements for carrying out all the maintenance activities

3 Routine maintenance

Routine maintenance shall include periodic inspectors to assess the condition of pavement, structures and other components, repairs thereof, painting, patch repairs and marking-up defects, and any other activity that is not specifically included in "Pavement Renewal" or "Overlay" The Routine Maintenance shall be a continuous activity to ensure that good riding quality is maintained. The key activities would include repairs or replacement (as warranted) and upkeep of pavement, shoulders, berms, embankment, damage works, road furniture and appurtenance including signboards, road marking, delineators etc Activities such as painting, pointing, plastering, clearance of vent ways, repairs to paver block shoulders etc, would also be included in routine maintenance

4 List of regular maintenance activity**(a) Carriage Way and bituminous paved shoulder**

- i.) Spot sealing or skin patching : To prevent serious pavement failures, small cracks shall be monitored and skin patched when the opening exceeds 3 mm

- ii.) Premix patching
 - a. Potholes – more than 150 mm in width more than 25 mm in depth;
 - b. Depressions – more than 25 mm in depth;
 - c. Pipe settlement – more than 25 mm;
 - d. Settlement in budge approaches, and
 - e. Surface breakup - to replace surface when sections can be removed and base maternal is undisturbed
- iii.) Edge damage – Erosion of original edge greater than 150 mm width must be patched and shoulders repaired
- iv.) Wheel track rutting greater than 25 mm should be patched and cracks treated
- v.) Spot reconditioning
- vi.) Treating of bleeding pavements road should be treated with sand when the area shows signs of vehicle tracking or the area becomes slippery. To roughen extremely slippery surfaces, sand may be substituted by 2 mm stones
- vii.) Other bituminous surface maintenance
 - a. Cleaning the intersection,
 - b. Cleaning the ramps,
 - c. Cleaning the traffic islands, and
 - d. Heating the uneven bituminous surface and removal of excessive material

(b) Shoulders (gravel and concrete block shoulders)

- i.) Blading / Reshaping to restore proper slopes and sides so as to maintain the standard formation width
- ii.) Spot re-gravelling
- iii.) Correcting gravel shoulder drop off granular maternal to be added and compacted property to rectify shoulder drop-off
- iv.) Paved shoulders Damaged / Rocking Paver Blocks to be replaced / attended to immediately in case of depression greater than 50 mm
- v.) Sand flushing of paver blocks. Flushing the joints between paver blocks with wand, such that it always tops up with the level of the Blocks

(c) Maintenance of other facilities

- i.) Kerbs / medians / Studs – Missing and damaged kerbs to be replaced. Loose and ineffective studs to be removed and repaired. Reflective conspicuity of studs should be checked during darkness
- ii.) Vegetation Control- Height of vegetation to be controlled
- iii.) Removal of debris to ensure free flow of water in side drains any damages thereto to be attended
- iv.) Cleaning culverts vent ways silted up or blocked to be cleared to ensure free flow of water
- v.) Guard rail / Hand rail repair
- vi.) Road furniture: All road furniture to be maintained by cleaning and painting at regular intervals. It is to be ensured that replacement if any, are of the same or higher quality / standard as the ones in service Reflective quality to be checked during hours of darkness
- vii.) Lighting all lamps provided to be maintained in good condition lamps to be replaced in case of poor illumination
- viii.) Road Markings General recognition should be possible
- ix.) White / Colour Wash / painting - Parapet walls, handrails, kerbs to be painted appropriately

III Performance Standards**1 Performance Standards for Maintenance**

The performance standards define the level at which the proposed project road is to be maintained. The Contractor may carry out periodic inspection and audit of the components of the facility and appurtenances to fulfill its objective of providing a high level of service to the users

2 Roadway

- a). Pavement: IRC 82, 1982, Code of practice for maintenance of bituminous surface of highways and MORTH Specifications for Road and Bridge Works (Third Revision) or any modifications to these from time to time shall be followed
- b). Any physical damage to the road, median, carriageway, bridge and cross drainage works, road furniture, signs, markings and any other appurtenance which occurs due to any reason shall be repaired / replaced (as warranted) within a reasonable-period as directed by TNRDC

- c). Weekly inspections shall be done by the contractor to identify severe signs of pavement distress
- d). The pavement shall be maintained to provide a riding quality rating of 'Good'
- e). Any blemish on the surface of the pavement or shoulders, which affects or may affect the riding quality, serviceability or durability of the pavement or shoulder shall be termed as "Pavement Defect"
- f). Monthly inspections shall be made jointly by TNRDC and the contractor to assess the pavement defects. A chart shall be prepared which shows the location, extent and type of defect. The monthly inspection shall be used to demarcate areas of the pavement, shoulder or median which require immediate maintenance. The contractor shall carry out the required maintenance operation within a reasonable time as stipulated by TNRDC
- g). Any defects or deficiencies (other than those explicitly set out) noticed in any component of the facility shall be made good by the contractor as soon as possible and within a reasonable time frame acceptable
- h). The geometric profile of the project road shall be maintained as specified
- i). Signs and markings shall be maintained to adhere to the specifications specified at the time of handing over
- j). All road furniture shall be maintained to the specifications specified at time of handing over

3. Drainage System

- i.) The inspection and maintenance shall follow the guidelines specified in IRC:SP35-1990 or any modification to it by Indian Roads Congress'
- ii.) Pre-monsoon inspection shall be carried on all bridges, culverts and the longitudinal drainage system. This shall be followed by repairs as required clearance of waterways of cross-drainage (CD) works and bridge waterways (vegetation, silt) within the right-of-way and 100 m on either side of the right-of-way, cleaning the longitudinal and surface drains, repairs to flooring and pitching and face walls which should be brought to intact condition and painting of bridge markings shall be carried out
- iii.) During the monsoon, any blocked vent-ways shall be cleared immediately
- iv.) After monsoon, a summary inspection shall be done to identify any severe damage. One month after the cessation of rain, the structures shall be given one coat of white wash or colour wash as a protective measures

Conditions of Particular Application (COPA) – Maintenance works
(Package –I & II)

1. The work shall be carried out strictly as per MoRT&H specifications, IRC guidelines and relevant IS, BIS codes, Technical specifications or as per the instructions of Engineer.
2. Minimum Resources to be deployed by the contractor at any point of time shall be:
 - (i) **Road maintenance works:-**

Road Mazdoor – Grade-I	10 Nos
Road Mazdoor – Grade-II	10 Nos
Goods / labour Carrying vehicle	01 No. (Including driver)
Road Inspector	01 No.
3. Contractor is solely responsible for the safety of the workmen and other resources deployed at site. TNRDC shall be indemnified against any loss, whatsoever.
4. Maintenance work shall be carried out by the contractor as per the instructions of the Engineer and as indicated in the BoQ. Contractor is responsible for Traffic Management / Traffic Safety along the work front.
5. Rate shall include labour charges, vehicle hire charges & its running and maintenance cost, consumables, contractor's overheads and profits etc., No extra cost over the BoQ quoted Rates shall be paid.
6. The **Bid Security / EMD** has to be submitted in the form of Crossed Demand Draft on any Nationalized Bank, drawn in favour of "M/s.Tamil Nadu Road Development Company Ltd.", payable at Chennai, along with the Technical Bid. The Bid Security of the successful bidder will be released on submission of the Performance Security to TNRDC. The Bid Security of the unsuccessful bidders will be refunded on award of the contract without any interest. Bids not accompanied by Bid Security are considered invalid and will be summarily rejected. No exemption on submission of Bid Security will be allowed on any grounds.
7. The bidders whose relevant experience in similar type of jobs as mentioned in the Bill of Quantities should only quote. Bids from joint venture are not allowed.
8. The Bidder should have a valid **ESI / EPF code or Workmen Compensation Policy**. The Bids submitted by the firms without a valid ESI / EPF code or Workmen Compensation Policy shall be declared non-responsive. However, the Successful bidder has to furnish valid **ESI / EPF code or Workmen Compensation Policy** before the commencement of work.
9. **Performance Security:** The successful bidders shall submit within 7 (Seven) days of Date of issue of Letter of award/ work order, **5% of the accepted bid amount as Performance Security** by way of Crossed Demand Draft drawn on any Nationalized Bank in favour of " M/s.Tamil Nadu Road Development Company Ltd.", Payable at **Chennai** / in the form of Bank Guarantee as given in Section II of Bid Document which shall be refunded without interest on successful completion of Contract.

10. TDS for IT as per rules will be deducted while making payment of the bills. Sales Tax on Works Contract / VAT as per rules will be deducted at source while making payment of bills to the Contractors.
11. If the Contractor fails to commence the work within seven days from the date of commencement or the performance of the work is not found satisfactory, TNRDC reserves the right to rescind the contract and forfeit the Performance Security submitted.
12. TNRDC reserves the right to accept any bid, reject any or all bids without assigning any reasons thereof.
13. Escalation will not be allowed during the Contract i.e. not before the 12th Month of every year of the total 3 Year contract period.
14. The Contractor shall at all times during the currency of this contract comply with all existing Acts, Regulations, Bylaws including all Statutory orders, Amendments enacted by State or Central or other Local Authorities.
15. The Contractor shall submit a valid insurance Workmen Compensation Policy duly covering men, material, machinery and equipment brought to the site of work during the currency of Contract as well as upto completion of Contract.
16. The Sr. Highway Engineer or his authorized representative will check the Contractors work during the course of execution or subsequently and any defects found shall be informed to the Contractor during rectification / removal of such defective work.
17. No land shall be provided by TNRDC for labour camp etc and the contractor has to make his own arrangements for the same.
18. The Contractor shall work in association with existing Works Contractors and any work activity within the jurisdiction of Works Contractor should be liased on at his own level. TNRDC shall make earnest efforts to resolve any such matters. The Contractor shall not quote any reasons for his delay in the progress of work due to the work activity involved in the jurisdiction of Works Contractor nor seek any extension out of this.
19. At any point of time, if any discrepancy noticed in respect of contractor's resource deployment or work, as in the opinion of Engineer-in-charge, TNRDC shall reserve the rights to get the work done from other agencies or its own at the cost & risk of works contractor.
20. Employer may foreclose the contract at any point of time as per the convenience without assigning any compensation.
21. The bidders may obtain any further information, if desired from the following address:

M/s. Tamil Nadu Road Development Company Ltd.
Sindhur Pantheon Plaza, 2nd Floor,
No.346, Pantheon Road,
Egmore, Chennai – 600 008
Ph: 044-2819 4800
Fax: 044-2819 5800

Technical Specifications and Scope of work:

The contractor shall be responsible for cleaning and proper maintenance of entire carriage way including the following activities during the period of the contract:-

1. Removal of all litter, debris, waste materials, plastic bags, paper wastes, organic waste materials and removal of dead animals from all area of the road (right of way)
2. Cleaning of spilt oil, diesel, grease, lubricants and other materials from the carriage way
3. Repair and Maintain the accident area.
4. Removal of mud, dirt, dust & sand collected along the median/kerb sides/edges
5. Removal of stones/ small obstacles from the road
6. Clearing the road of water stagnation, storm water etc.
7. Cleaning the median, railing, kerbs etc
8. Road furniture: Total Road furniture along the entire road way including, sign boards, delineators, road studs etc, to be maintained regularly in order to perform its proper function by repairing, replacing and cleaning at regular intervals.
9. Repairing of Bituminous surface, shoulders
10. Removal of vegetation, tree trimming and bushes cleaning to improve the road visibility
11. Improve the road safety as per requirement
12. Visual inspection of the road and road furniture.
13. Drainage

Culvert Vent ways silted up or blocked where free flow of water is impeded to be cleared.

Clearance of waterways of cross drainage works, ducts, drains waterways (vegetation, silt) within the right of way and 100 m on either side of the right of way, clearing longitudinal and surface drains.

During monsoon any blocked vent ways, drainage pipes for surface drainage should be cleared immediately.

Cleaning of drains: - Cleaning all cross drainage structures

Schedule for maintenance:

S No	Activity	Period
1	Visual inspection of the road and road furniture.	Daily
2	Removal of small obstacles from the road	24 hours
3	Cleaning of spilt oil, diesel and other materials	24 hours
4	Collection and Removal of all litter, debris and removal of dead animals from road way (right of way)	24 hours
6	Removal of mud, dirt , dust, sand collected along the median/kerb edges	Weekly

7	Repairing , Cleaning the median, railing, kerbs side walls and drains etc	Monthly
8	Repairing, replacing and Cleaning the sign boards, delineators, studs	Monthly
9	Clearing the road from water stagnation, storm water etc	During monsoon
10	Repairing, Cleaning the walls, abutments, piers etc...	Quarterly
11	Cleaning sign posts, including advance warning signs, posters as well as cleaning support posts	Quarterly
12	Repairing, Cleaning beacon elements like landmarks and reflectors of all kinds	Quarterly
13	Cleaning road marking, Cleaning safety barriers	Quarterly
14	Replacing, repairing of Row Stone	Quarterly
15	Maintaining the visibility of road	monthly
16	Repairing of Bituminous surfaces, Paved shoulders with Patch/ sealing	Weekly
17	Painting the road furniture , Bridges, Speed breakers , Toll booths and accessories	Yearly
18	Removal of vegetation / Tree trimming / Bushes removal	Quarterly
19	Repairing / replacing of road furniture	Weekly
20	Repairing , dressing, cleaning, rain cut filling of shoulders	Weekly
21	Repairing and Maintaining the accident area	Weekly

Conditions of Particular Application (COPA)- Cleaning
(Package – III)

1. The work shall be carried out strictly as per MoRT&H specifications, IRC guidelines and relevant IS, BIS codes, Technical specifications or as per the instructions of Engineer.
2. Minimum Resources to be deployed by the contractor at any point of time shall be:

(ii) Road Cleaning:-

Road Mazdoor – Grade-I	05 Nos
Road Mazdoor – Grade-II	10 Nos
Cleaning / Carriage vehicle	01 No. (with driver equivalent to Tata 407)
Road Inspector	01 No.
3. Contractor is solely responsible for the safety of the workmen and other resources deployed at site. TNRDC shall be indemnified against any loss, whatsoever.
4. Cleaning activity shall be carried out by the contractor as per the instructions of the Engineer and as indicated in the BoQ. Contractor is responsible for Traffic Management / Traffic Safety along the work front.
5. Rate shall include labour charges, vehicle hire charges & its running and maintenance cost, consumables, contractor's overheads and profits etc., No extra cost over the BoQ quoted Rates shall be paid.
6. The **Bid Security / EMD** has to be submitted in the form of Crossed Demand Draft on any Nationalized Bank, drawn in favour of "M/s. Tamil Nadu Road Development Company Ltd.", payable at Chennai, along with the Technical Bid. The Bid Security of the successful bidder will be released on submission of the Performance Security to TNRDC. The Bid Security of the unsuccessful bidders will be refunded on award of the contract without any interest. Bids not accompanied by Bid Security are considered invalid and will be summarily rejected. No exemption on submission of Bid Security will be allowed on any grounds.
7. The bidders whose relevant experience in similar type of jobs as mentioned in the Bill of Quantities should only quote. Bids from joint venture are not allowed.
8. The Bidder should have a valid **ESI / EPF code or Workmen Compensation Policy**. The Bids submitted by the firms without a valid ESI / EPF code or Workmen Compensation Policy shall be declared non-responsive. However, the Successful bidder has to furnish valid **ESI / EPF code or Workmen Compensation Policy** before the commencement of work
9. **Performance Security:** The successful bidders shall submit within 7 (Seven) days of Date of issue of Letter of award/ work order, **5% of the accepted bid amount as Performance Security** by way of Crossed Demand Draft drawn on any Nationalized Bank in favour of " M/s.Tamil Nadu Road Development Company Ltd.", Payable at **Chennai** / in the form of Bank Guarantee as given in Section II of Bid Document which shall be refunded without interest on successful completion of Contract.

10. TDS for IT as per rules will be deducted while making payment of the bills. Sales Tax on Works Contract / VAT as per rules will be deducted at source while making payment of bills to the Contractors.
11. If the Contractor fails to commence the work within seven days from the date of commencement or the performance of the work is not found satisfactory, TNRDC reserves the right to rescind the contract and forfeit the Performance Security submitted.
12. TNRDC reserves the right to accept any bid, reject any or all bids without assigning any reasons thereof.
13. Escalation will not be allowed during the Contract i.e. not before the 12th Month of every year of the total 3 Year contract period.
14. The Contractor shall at all times during the currency of this contract comply with all existing Acts, Regulations, Bylaws including all Statutory orders, Amendments enacted by State or Central or other Local Authorities.
15. The Contractor shall submit a valid insurance Workmen Compensation Policy duly covering men, material, machinery and equipment brought to the site of work during the currency of Contract as well as upto completion of Contract.
16. The Sr. Highway Engineer or his authorized representative will check the Contractors work during the course of execution or subsequently and any defects found shall be informed to the Contractor during rectification / removal of such defective work.
17. No land shall be provided by TNRDC for labour camp etc and the contractor has to make his own arrangements for the same.
18. The Contractor shall work in association with existing Works Contractors and any work activity within the jurisdiction of Works Contractor should be liased on at his own level. TNRDC shall make earnest efforts to resolve any such matters. The Contractor shall not quote any reasons for his delay in the progress of work due to the work activity involved in the jurisdiction of Works Contractor nor seek any extension out of this.
19. At any point of time, if any discrepancy noticed in respect of contractor's resource deployment or work, as in the opinion of Engineer-in-charge, TNRDC shall reserve the rights to get the work done from other agencies or its own at the cost & risk of works contractor.
20. Employer may foreclose the contract at any point of time as per the convenience without assigning any compensation.
21. The bidders may obtain any further information, if desired from the following address:
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Fax: 044-2819 5800

Technical Specifications and Scope of work:

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2. Cleaning of spilt oil, diesel, grease, lubricants and other materials from the carriage way
3. Removal of mud, dirt, dust & sand collected along the median/kerb sides/edges
4. Removal of stones/ small obstacles from the road
5. Clearing and Cleaning of the accident area
6. Clearing the road of water stagnation, storm water etc.
7. Cleaning the median, railing, kerbs etc
8. Road furniture: Total Road furniture along the entire road way including, sign boards, delineators, road studs etc, to be maintained regularly in order to perform its proper function by cleaning at regular intervals.
9. Visual inspection of the road and road furniture.
10. Drainage

Culvert Vent ways silted up or blocked where free flow of water is impeded to be cleared.

Clearance of waterways of cross drainage works, ducts, drains waterways (vegetation, silt) within the right of way and 100 m on either side of the right of way, clearing longitudinal and surface drains.

During monsoon any blocked vent ways, drainage pipes for surface drainage should be cleared immediately.

Cleaning of drains: - Cleaning all cross drainage structures

Schedule for maintenance:

S No	Activity	Period
1	Visual inspection of the road and road furniture.	Daily
2	Removal of small obstacles from the road	24 hours
3	Cleaning of spilt oil, diesel and other materials	24 hours
4	Collection and Removal of all litter, debris and removal of dead animals from road way (right of way)	24 hours
6	Removal of mud, dirt , dust, sand collected along the median/kerb edges	Weekly
7	Cleaning the median, railing, kerbs, drain etc	Monthly
8	Clearing the road of water stagnation, storm water etc	During monsoon

9	Cleaning the walls, abutments, piers	Quarterly
10	Cleaning sign posts, including advance warning signs, posters as well as cleaning support posts	Quarterly
11	Cleaning beacon elements like landmarks and reflectors of all kinds	Quarterly
12	Cleaning road marking, safety barriers	Quarterly
13	Cleaning of Toll Plazas and Lanes.	Twice in a month.
14	Cleaning office premises and Toilet Cleaning and other Civil / Electrical related works	Day to day
15	Clearing and Cleaning of the accident area	Immediately

Section IV

Contract Data

SECTION - IV
CONTRACT DATA

Item	Clause Reference in GCC
The following documents are also part of the contract	2.3
<p>The Employer is : Tamil Nadu Road Development Company 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</p> <p>Name of Authorised Representative : Managing Director / TNRDC</p> <p>-----</p> <p>Engineer is : Tamil Nadu Road Development Company 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</p> <p>Name of Authorised Representative : Sr. Highway Engineer</p>	1.1
The name of the Contract is : “Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, 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 total period of contract is 3 years from the date of commencement and 12 months from the Date of issue of every work order	16
The Site Possession Date shall be the date of commencement of work as indicated in the work order	
The Site Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, 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, not exceeding 5% of the total contract price.</p>	45.1
<p>Performance Security shall be of 5 % of Contract Price as stated in the Work order/ Letter of Award, and shall be valid for 14 Months from the date of issue of every Letter of Award /Work Order as per the prescribed format.</p>	48
<p>Retention money</p> <p>In each IPC's @ 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 at the end of every 12 Month contract period. The maximum amount of Retention money to be withheld is restricted up to 5% of the contract value for every 12 months.</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 Bidder should closely peruse all the specification clauses for items of works for which he is tendering his rates
3. 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. Actual quantities of work are likely to increase or decrease as per the requirement at site. Hence there is no claim for any additional or less quantities than the specified in the BOQ
4. 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.
5. 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.
6. 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.
7. References to the relevant sections of the Contract document shall be made before entering prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with relevant best practices MoRTH, IRC/IS/ BIS /AASHTO or as per codal provisions/specifications as may be decided by the Employer.

Bill of Quantities

Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu

Package - I - Maintenance works from Km: 22/300 to Km: 75/300

Contractor : M/s. _____

Sl. No.	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
1	Cleaning of B.T Surface & Paved shoulder	Sq.mtr	15217.50			
2	Cleaning of Paver block shoulder	Sq.mtr	19446.50			
3	Rain cut in shoulder filling with edge packing using locally available material	Cu.m	2075.50			
4	High level shoulder dressing.	Sq.mtr	1661.00			
5	Earthen shoulder dressing including grass & small bushes.	Sq.mtr	17211.50			
6	Removal of vegetation growth	Sq.mtr	192792.50			
7	Tree trimming	Sq.mtr	119977.50			
8	Removal of vegetation from the paver block shoulder	Sq.mtr	8500.00			
9	Refixing of Plastic studs.	Nos	500.00			
10	Refixing of Metal studs.	Nos	1600.00			
11	Removing of Plastic studs	Nos	750.00			
12	Removal of sunken studs	Nos	1000.00			

Sl. No.	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
13	Refixing of Lane divider/ two way Reflectors on barriers	Nos	325.00			
14	Cleaning of removed studs by manually chipping including soap wash.	Nos	750.00			
15	Cleaning of road studs using soap washing	Km	225.00			
16	Refixing of G.I Delieneators including excavation and concreting	Nos	587.00			
17	Stud holes filling with Bituminous mix	Nos	1000.00			
18	Re-aligning/Re-fixing of PCC delieneators including materials	Nos	100.00			
19	Cleaning of Sign Boards including materials	Km	225.00			
20	Removing & Refixing of Paver block with sand and inclusive all.	Sq.mtr	600.00			
21	Drainage cleaning	Rmtr	500.00			
22	Cleaning of vertical drain	Nos	10.00			
23	Repairing of patch work in bituminous surface using bituminous mix with coarse aggregate including fire wood, Bitumen and Emulsion	Sq.mtr	2500.00			
24	Fog sealing including materials	Sq.mtr	6000.00			
25	Culvert cleaning including 5 mtr vent way and removal of surroundings bushes	Nos	100.00			
26	Providing pedestal for G.I.Delieneator including, reinforcement and materials etc..	Nos	650.00			
27	White washing for Delieneator pedestal including materials	Nos	2000.00			

Sl. No.	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
28	Filling gaps in-between Road and paver block shoulder using bituminous mix including materials	Rmtr	2800.00			
29	Clearing heavy bushes at bridges	Sq.mtr	250.00			
30	Enamel painting for PCC delieneator and culvert parapets including materials	Sq.mtr	2000.00			
31	Sign Board removing (Single post)	Nos	50.00			
32	Sign Board fixing (Single post)	Nos	125.00			
33	Bleeding rectification including cleaning, Metal spreading and rolling.	Sq.mtr	250.00			
34	Casting of HM stone with reinforcement and including materials	Nos	75.00			
35	Casting of KM stone with reinforcement and including materials	Nos	10.00			
36	Shifting & Fixing of HM stone including materials	Nos	75.00			
37	Shifting & Fixing of KM stone including materials	Nos	10.00			
38	Grove making & B.T Crack filling including materials	Rmtr	100.00			
39	Supplying and spreading of gravel for shoulder including watering and compaction	Cu.m	500.00			
40	Painting of Sign board post with frame (including material)-Single post	Nos	500.00			
41	Painting of Sign board post with frame (including material)-Double post	Nos	100.00			
42	Silver Painting of Cantilever& Gantry	Sq.mtr	250.00			

Sl. No.	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
43	Pedestrian Crossing & Speed breaker painting (including material)	Sq.mtr	500.00			
44	H.M.Stone painting & Writing including materials	Nos	250.00			
45	K.M.Stone painting & Writing including materials	Nos	60.00			
46	Casting of PCC delineators	Nos	25.00			
47	TATA EICHER rent per month including driver except Diesel (Average 18 Km/ Litre)	Months	12.00			
48	Supply of skilled labour (M.C- I)	Nos	50.00			
49	Supply of unskilled labour (M.C-II)	Nos	200.00			
50	Supply of semi skilled labour (F.C)	Nos	100.00			
51	Supply of Masons	Nos	25.00			
52	Supply of painter	Nos	20.00			
53	Supply of Carpenter	Nos	20.00			
Total Amount						

Bill of Quantities

Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu

Package - II - Maintenance works from Km: 75/300 to Km: 135/500

Contractor : M/s. _____

Sl.No	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
1	Cleaning of B.T Surface & Paved shoulder	Sq.mtr	15217.50			
2	Cleaning of Paver block shoulder	Sq.mtr	19446.50			
3	Rain cut in shoulder filling with edge packing using locally available material	Cu.m	2075.50			
4	High level shoulder dressing.	Sq.mtr	1661.00			
5	Earthen shoulder dressing including grass & small bushes.	Sq.mtr	17211.50			
6	Removal of vegetation growth	Sq.mtr	192792.50			
7	Tree trimming	Sq.mtr	119977.50			
8	Removal of vegetation from the paver block shoulder	Sq.mtr	8500.00			
9	Refixing of Plastic studs.	Nos	500.00			
10	Refixing of Metal studs.	Nos	1600.00			
11	Removing of Plastic studs	Nos	750.00			
12	Removal of sunken studs	Nos	1000.00			

Sl.No	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
13	Refixing of Lane divider/ two way Reflectors on barriers	Nos	325.00			
14	Cleaning of removed studs by manually chipping including soap wash.	Nos	750.00			
15	Cleaning of road studs using soap washing	Km	225.00			
16	Refixing of G.I Delieneators including excavation and concreting	Nos	587.00			
17	Stud holes filling with Bituminous mix	Nos	1000.00			
18	Re-aligning/Re-fixing of PCC delieneators including materials	Nos	100.00			
19	Cleaning of Sign Boards including materials	Km	225.00			
20	Removing & Refixing of Paver block with sand and inclusive all.	Sq.mtr	600.00			
21	Drainage cleaning	Rmtr	500.00			
22	Cleaning of vertical drain	Nos	10.00			
23	Repairing of patch work in bituminous surface using bituminous mix with coarse aggregate including fire wood, Bitumen and Emulsion	Sq.mtr	2500.00			
24	Fog sealing including materials	Sq.mtr	6000.00			
25	Culvert cleaning including 5 mtr vent way and removal of surroundings bushes	Nos	100.00			
26	Providing pedestal for G.I.Delieneator including, reinforcement and materials etc..	Nos	650.00			

Sl.No	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
27	White washing for Delieneator pedestal including materials	Nos	2000.00			
28	Filling gaps in-between Road and paver block shoulder using bituminous mix including materials	Rmtr	2800.00			
29	Clearing heavy bushes at bridges	Sq.mtr	250.00			
30	Enamel painting for PCC delieneator and culvert parapets including materials	Sq.mtr	2000.00			
31	Sign Board removing (Single post)	Nos	50.00			
32	Sign Board fixing (Single post)	Nos	125.00			
33	Bleeding rectification including cleaning, Metal spreading and rolling.	Sq.mtr	250.00			
34	Casting of HM stone with reinforcement and including materials	Nos	75.00			
35	Casting of KM stone with reinforcement and including materials	Nos	10.00			
36	Shifting & Fixing of HM stone including materials	Nos	75.00			
37	Shifting & Fixing of KM stone including materials	Nos	10.00			
38	Grove making & B.T Crack filling including materials	Rmtr	100.00			
39	Supplying and spreading of gravel for shoulder including watering and compaction	Cu.m	500.00			
40	Painting of Sign board post with frame (including material)-Single post	Nos	500.00			
41	Painting of Sign board post with frame (including material)-Double post	Nos	100.00			

SI.No	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In Words	
42	Silver Painting of Cantilever& Gantry	Sq.mtr	250.00			
43	Pedestrian Crossing & Speed breaker painting (including material)	Sq.mtr	500.00			
44	H.M.Stone painting & Writing including materials	Nos	250.00			
45	K.M.Stone painting & Writing including materials	Nos	60.00			
46	Casting of PCC delineators	Nos	25.00			
47	TATA EICHER rent per month including driver except Diesel (Average 18 Km/ Litre)	Months	12.00			
48	Supply of skilled labour (M.C- I)	Nos	50.00			
49	Supply of unskilled labour (M.C-II)	Nos	200.00			
50	Supply of semi skilled labour (F.C)	Nos	100.00			
51	Supply of Masons	Nos	25.00			
52	Supply of painter	Nos	20.00			
53	Supply of Carpenter	Nos	20.00			
Total Amount						

Bill of Quantities

Carrying out Maintenance works from Km 22/300 to Km 135/500 and Cleaning works from Km 22/300 to Km 66/000 of East Coast Road, in Chennai, Tamil Nadu

Package - III - Cleaning works from km:22/300 to km:66/000

Contractor : M/s. _____

Sl.No	Description of Item of works	Unit	Qty PA	Unit Rate		Amount in Rs.
				In Figures	In words	
1	Providing and supplying of semi skilled mazdoor which includes wages, other labour statutory compliance, profit, tax, etc... completed as directed by the Engineer.	Nos	1560			
2	Providing and supplying of Un skilled mazdoor which includes wages, other labour statutory compliance, profit, tax, etc... completed as directed by the Engineer..	Nos	3120			
3	Providing and supplying of Supervisor which includes wages, other labour statutory compliance, profit, tax, etc... completed as directed by the Engineer..	Nos	624			
4	Providing and supplying of carrying goods vehicle equivalent to TATA 407 including rental, driver, maintenance cost, RTO compliance, insurance, etc, but excluding the fuel cost directed by the Engineer as follows: 1. Km 22/300 to Km 66/000 - Weekly Once 2. Km 22/300 to Km 56/000 - Weekly Twice 3.Km 22/300 to Km 35/000 - 6 Days in a Week	Months	12			
5	Diesel charges reimbursement for the above vehicle against the original cash voucher upon verification of Km usage with IOCL rate as determined by the Engineer.	LS				
6	Cleaning materials reimbursement for the cleaning work against the cash vouchers as determined by the Engineer	LS				
Total Amount						