



IT Expressway Ltd. (ITEL)

“Painting the Steel and Concrete Structures at
Main Toll Plaza, Seevaram at Rajiv Gandhi
Salai (OMR), Chennai, Tamil Nadu”

Bid Document

January 2014

IT Expressway Ltd.

No.171, II Floor, Tamil Nadu Maritime Board Building,
South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800,
Fax: 91-44-2493 3800

E.Mail: tenders@tnrdc.com

Web : www.tnrdc.com



IT EXPRESSWAY LTD.

NOTICE INVITING TENDER

“Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”

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

Description of Work	Indicative value of work (Rs)	EMD / Bid Security Amount	Period of Completion
Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu	5,94,000/-	Rs.6,000	45 days

Bid document can be obtained between **10.00 hrs and 17.00 hrs** on all working days from **21.1.2014 to 29.1.2014** at the address for communication mentioned below on payment of Non-refundable fee of **Rs.3,000/- (Rupees Three Thousand Only)** by way of a crossed demand draft drawn in favour of **M/s.IT Expressway Ltd.**, payable on any scheduled bank in Chennai. Alternatively the Bid document can also be downloaded from www.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 **Single- cover system.**

Sealed proposals should reach at the following address not later than **17.00 hrs** on **30.1.2014**

Address for communication

Chief General Manager

M/s.IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board
Building, South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800,
Fax: 91-44-2493 3800

E.Mail: tenders@tnrdc.com

Web : www.tnrdc.com

SECTION 1: INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid

1.1 Background

- (a) ITEL floated a wholly-owned special purpose subsidiary viz., IT Expressway Ltd (ITEL) for domiciling the IT Corridor Project. ITEL being an investment vehicle, engaged ITEL as its Managing Associate and is responsible for project implementation and operations and maintenance of IT Corridor. Tamil Nadu Road Development Company Ltd. (ITEL) is promoted by Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) and TIDEL Park Ltd.

Sealed Tenders are invited by Expressway Ltd (ITEL), for **“Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”**

The estimated cost of the work is **Rs. 5.94 Lakhs**.

- (b) The successful bidder will be expected to complete the works within a period of **45 Days** from the date of issue of Notice to proceed for the subject work.

- 1.1.2 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

- 1.2.1 The broad scope of Improvement Works to be carried out by the selected bidder includes the following components, but is not limited to:

“Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”

The details of the work are as follows:

Description of Works	Indicative value of work (Rs)	EMD / Bid Security value (Rs)	Period of completion
“Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”	5.94 Lakhs	6,000/-	45 Days

- Other works and services as may be indicated in the contract.

The Non Refundable Bid Document Cost for the work is **Rs.3,000/- (Rupees Three Thousand Only)** as indicated in Clause 4.1. EMD should be attached for the work as given in Clause 15.

Any bid not accompanied by the Bid Document and acceptable Bid document Cost & EMD, shall be summarily rejected by the Employer as **Non- Responsive**.

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

2. Eligible Bidders

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

- (i) The bidder should have executed project related civil 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 **ESI or Workmen Compensation Policy** and **EPF code**. However, the Successful bidder has to furnish **ESI / Workmen Compensation Policy and EPF code subsequent to which payment for the work done will be released**.

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

3 Qualification Criteria and Information

The bidder shall furnish the following details in addition to the information furnished as specified in clause 2 above to satisfy the qualification criteria.

3.1 Litigation History

- a. The bidder as on date should not have been debarred from taking up any civil construction works and shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Government of India, Government of Tamil Nadu or any other agency. The bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and TNRDC reserves its right to take appropriate action including cancellation of the bid, forfeiture of EMD etc, as may be deemed fit and proper by TNRDC at any time without requiring giving any notice to the applicant in this regard.
- b. Suppression of any information or material by the bidder regarding the Debarment, details of Litigation History, blacklisting of the bidder, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its contract without any further notice.

4 Cost of Bid document and Bidding

- 4.1 The Bid document cost for the work is **Rs.3,000/- (Rupees Three Thousand Only)** as indicated in the Invitation for bids. Any bid not accompanied by the bid document and the acceptable Bid document cost shall be rejected by the Employer as a **Non-Responsive Bid**.
- 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 submitting 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

- 6.1 The Bidding Document comprises the documents listed below and should be read in conjunction with any addenda / amendment issued in accordance with Clause 9.
- (a) Section I Instructions to Bidders
 - (b) Section II Forms of Bid & Forms of Securities
 - (c) Section III Conditions of Contract
 - (d) Section IV Contract Data
 - (e) Section V Bill of Quantities (BoQ)
 - (f) Section VI Technical Specifications
- 6.2 The Bidder is expected to examine carefully all instructions, qualification information, Conditions of Contract, Contract Data, Technical specifications, forms, BoQ in the Bid Document. Failure to comply with the requirements of Bid Document shall be at Bidder's own risk. Pursuant to Clause 25.2, bids which are not substantially responsive to the requirements of the Bid Document shall be rejected.

7,8 Deleted

9 Amendment / Addendum of Bidding Document

- 9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 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 (those who download from the website) to keep track of the website specified in the NIT (Notice Inviting Tender) 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.
- 9.3 To give the prospective bidders reasonable time 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 19.2.

C. Preparation of Bids

10. Language of the Bid

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

11. Documents Comprising the Bid

- 11.1 The bid shall be prepared and complete in accordance with the provisions of Bid Document and shall be submitted properly filled in, signed and initialled as appropriate.

- (i) Bidder's qualification, other information and supporting documents of Clause 4 as per formats given in Section-II of Bid Document.
- (ii) Earnest Money Deposit (EMD) as per Clause 15.1.
- (iii) Bid Document and its cost as per clause 4.
- (iv) Letter of Application and Letter of Financial Bid according to Section-II of Bid Document and
- (v) Bill of Quantities as given in Section-V of Bid Document

- 11.2 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. **No bid shall be submitted un bound and in loose papers.**

- 11.3 All the addenda issued should be properly incorporated.

12. Bid Prices

- 12.1 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.

- 12.2 The bidder shall fill in rates and prices on unit basis (both in figures and words) for all items of the works described in the Bill of Quantities along with total bid price (both in figures and words). 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.

- 12.3 All duties, taxes (including service tax), fees, tolls, royalties, cess and octroi, insurance, contribution to labour welfare fund, ESI / Workmen Compensation Policy and EPF code 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.

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

13. Currencies of Bid and Payment

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

All payments shall be paid in Indian Rupees only.

14. Bid Validity

14.1 Bids shall remain valid for a period of **90 days (Ninety days)** after the deadline date for Bid submission as specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer as **Non-Responsive**.

14.2 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 bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with clause 19.2 in all respects.

15 Earnest Money Deposit (EMD) / Bid Security

15.1 The proposals duly filled in the required format must reach the Office of **M/s. IT Expressway Ltd (ITEL), Raja Annamalaipuram, Chennai – 600 028** on or before **17.00 hrs, on 30th January 2014** along with **EMD/ Bid security for an amount of Rs.6,000/- (Rupees Six Thousand Only)** in the form of **Demand Draft drawn in favour of M/s. IT Expressway Ltd., (ITEL)**, payable on any scheduled bank in Chennai as indicated in the bid document.

15.2 **Any bid not accompanied by the acceptable EMD and Bid Document and its cost shall be rejected by the Employer as Non- Responsive.**

16 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.

17 Format and Signing of Bid

17.1 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.

17.2 The entire Bid including covering letter, Bid Document and supporting documents shall be duly page numbered and shall contain a detailed table of contents with page references.

17.3 The person or persons signing the Bids shall initial all pages of the Bids.

- 17.4 The Bidder shall prepare and submit the bid comprising the Bid Document and other relevant document bound as described in Clause 11.
- 17.5 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 17.6 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.
- 17.7 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.
- 17.8 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

18. Sealing and Marking of Bids

- 18.1 (a) The Bid and other supporting documents shall be addressed to the Employer at the following address:

Chief General Manager
IT Expressway Ltd. (ITEL),
No.171, II Floor, Tamil Nadu Maritime Board Building,
South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800,
Fax: 91-44-2493 3800
and

- (b) bear the following identification:

Bid for “Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”.

- 18.2 If the envelopes are 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 a **Substantially Non Responsive** bid and will be subsequently rejected.

19. Deadline for Submission of the Bids

- 19.1 Bids must be received by the Employer at the address specified above not later than **17.00 Hours on 30th January, 2014.** 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.

- 19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, 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. Late Submission of Bids

Any Bid received by the Employer after the deadline prescribed in Clause 19 will be returned unopened to the bidder.

21. Modification and Withdrawal of Bids

- 21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.
- 21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18 & 19, with the envelope additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 21.3 No bid may be modified after the deadline for submission of Bids failing of which shall result in rejection of the bid and forfeiture of the Bid Security / EMD.

E. BID OPENING AND EVALUATION

22. Bid Opening

- 22.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 19, in the presence of the Bidders or their authorised representatives who choose to be present at **17:30 Hrs on 30th January, 2014** at the office of the ITEL, Raja Annamalaipuram, Chennai.
- 22.2 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.
- 22.3 Envelopes marked "**WITHDRAWAL**" shall be returned first. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein will be read out in appropriate detail at the time of opening of Financial Bid or on the same day of bid opening for single cover bids.
- 22.4 The Bidder's names, the Bid Prices, the total amount of each bid, any discounts, Bid modifications and withdrawals and such other details of the Employer may consider appropriate, will be announced and recorded by the Employer at the time of opening.
- 22.5 No bid shall be rejected at Bid opening except for late bids pursuant to Clause 20 and conditional bids. Bids [and modifications pursuant to Clause 21] 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 will be returned unopened to Bidders.

23. 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.

24. Clarification of Bids

- 24.1 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 breakdowns 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 27. Provided however, the employer shall seek the rectification of price with the bidder who quoted lowest in total;
- 24.2 Subject to sub-clause 24.1, 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.
- 24.3 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 Bidder's bid.

25. Preliminary Examination of Bids and Determination of Responsiveness

- 25.1 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 24.
- 25.2 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 18 or (d) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 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.

26. Correction of Errors

- 26.1 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.
- 26.2 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 in accordance with Sub-Clause 17.6.

If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

27. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.
- 27.2 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 26;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- 27.3 Towards evaluation, the employer will take into account the adjusted Bid Price for the works arrived at the lowest evaluated rate of bid.
- 27.4 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.
- 27.5 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 31 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

28. Award Criteria

Subject to Clause 27, 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. 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 take up the work at the L1 price and to offer a further negotiated, reasonable rate.

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

Employer reserves the right to appoint other contractor/contractors for **“Painting the steel and concrete structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”** or part of this work / contract and any other works that the Employer may decide.

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

- 29.1 Notwithstanding Clause 28, 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.

30. Notification of Award

- 30.1 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").

31. Performance Security

- 31.1 Within 7 days of receipt of the Letter of Award, 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 a Bank Guarantee from Nationalised Bank/ Scheduled Bank acceptable to the Employer in the form as given in Section 2 for an amount equivalent to **2%** of the initial contract price in accordance with Clause 27.5 and Clause 48 of Conditions of Contract. The Performance Security for works shall be valid for a period of **13 Months** from the date of commencement of the works or **12 Months** beyond the work completion date whichever is later. The bidder should maintain the facility in acceptable condition as stipulated in the Bid document.

- 31.2 Failure of the successful bidder to comply with the requirements of Clause 31.1 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.

31.3 Retention Money

In each, Interim Payment Certificate (IPC) @ **5%** of value of work executed during each bill will be withheld and the withheld amount will be refunded to the Contractor along with the Final Bill /Taking over certificate. The maximum amount of Retention money to be with held is restricted up to **5%** of the contract value.

32. Signing of Agreement

- 32.1 At the same time, the employer notifies to the successful Bidder that his Bid has been accepted, and the Employer will direct him to attend the Employer's office on a date determined by the Employer for signing the Contract Agreement as per the format provided in the Bidding Document incorporating all the agreements between the parties. The signing of the Contract Agreement shall take place only after the furnishing of the requisite performance security by the selected Bidder as per Clause 31.1

- 32.2 The Agreement will incorporate all agreements / correspondences between the Employer and the successful Bidder. It will be kept ready for signature of the

successful bidder in the office of employer within 15 days following the acceptance of the Letter of Award by the successful bidder; the successful Bidder will sign the Agreement upon furnishing of the requisite performance security and deliver it to the Employer.

- 32.3 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security of all the bidders.

33. Corrupt or Fraudulent Practices

- 33.1 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 this provision, 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 completion;
- (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 firm ineligible, either indefinitely by ITEL or for a stated period of time, to be awarded any contract in **ITEL**, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing this Contract.

34. Termination:-

In case the Contractor fails to carryout the works, within the contract period or extend the period without carrying out the work, the employer has the right to engage an alternate contractor and complete the balance works at the '**Risk and Cost**' of the Contractor.

SECTION-2: FORMS OF BID
1.LETTER OF APPLICATION

To

Chief General Manager

IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board Building,
South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800,
Fax: 91-44-2493 3800

Dear Sir,

SUB: Submission of Bid for the work of “Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”-Reg.,

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 “**Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu**”.
2. ITEL and its associates/ representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorised representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application or with regard to the resources, experience and competence of the Bidder.
3. This application is made in the full understanding that:
 - (a) ITEL reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and
 - (b) ITEL shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for them.
4. The undersigned declared that the statements made and the information provided in the duly completed application are complete, true and correct in every detail

Date _____

Authorised signatory

2. LETTER OF FINANCIAL BID

(Letterhead of the Bidder)

[Date]

Chief General Manager

IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board
Building, South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800, Fax: 91-44-2493 3800

Dear Sir:

Sub: "Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu"- Reg.,

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

The Payment for:

Construction, Improvement for the sum of **INR** _____ **(Indian Rupees in words)** _____ **inclusive of all taxes** and such other sum as may be ascertained in accordance with the said Bid Document

We undertake, if our Bid is accepted, to commence the works within seven (7) days of receipt of the Engineer's order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the period stated in the Appendix to Bid/Contract data hereto.

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

We agree to abide by this Bid for the period of Ninety (90 days) from the date of Bid opening, as prescribed in Clause 14.1 of the Instructions to Bidders (Section-I), and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

We undertake that, in completing for (and, if the award is made to us, in executing) the above Contract, we will observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that our firm has valid VAT/PAN registrations along with EPF, ESI codes as stipulated under Appendix 2 and 3 of GCC.

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

Yours faithfully,

Authorised Signature:

Name and Title of Signatory:

Name of Bidder with official seal:

Address:

3. Letter of Award (LoA) / Work Order (WO)

(Letterhead paper of the Employer)

[Date]

To: [Name and Address of the Contractor]

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

Sub: "Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu" – Letter of Award / Work Order – Reg.

Sir,

1. This is to notify that your Bid dated _____ and the Negotiated Offer for the value of **Rs. _____/- (Rupees _____ Only)** inclusive of all taxes as per Bill of Quantities and subsequent negotiated offer, is hereby accepted by ITEL for the work of **"Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu"**.
2. Your firm shall not, without the prior consent of the Employer assign the contract or any part thereof or any benefit or interest therein or there under.
3. You are hereby requested to acknowledge the receipt of this Letter of Award (LoA) and its acceptance in writing through a Confirmation letter. The Confirmation letter should be as per the format given in Section II – Forms of Bid & Forms of Securities of the Bid document within 7 Days of receipt of this letter.
4. You are also requested to furnish Performance Security, in the form detailed in Clause 31 of ITB and Clause 11 of Conditions of Contract of Bid Document, for an amount equivalent to **2%** of contract price i.e. **Rs. _____/- (Rupees _____ Only)** within 7 Days of receipt of this letter. The above Security should be valid for a period of **13 Months** from the date of commencement of works or **12 Months** beyond the completion date, whichever is later.

In case the Intended Completion Date is extended, then the Contractor shall submit a fresh Performance Security or extension of the date of the Bank Guarantee/s if any, furnished as security, the same value valid up to a date of one month beyond the issue of Defect Liability Certificate.
5. Subsequent to the above para (5), you are further requested to execute the Contract Agreement within 15 days of acceptance of LoA.

6. Failure on your part to comply with the requirements of para (4) & (5) above will attract action against you as per Clause 29.1 of ITB of Bid document.

Yours Sincerely,

For IT Expressway Ltd. (ITEL),

Y R Balaji

Chief General Manager

Cc:

1. General Manager (P &O)
2. Manager – Accounts
3. Contracts Department

4. Confirmation Letter

(Letterhead paper of the Contractor)

To:

[Name and address of the Employer)

Dear Sir,

Sub: “Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu” - Reg.,

We acknowledge receipt of your Letter of Award, Ref No. _____ dated _____ and unconditionally accept the offer to take up above captioned works at the price indicated in the letter of Award.

We also confirm our acceptance to all the corrections and modifications made by the Employer in respect of our bid.

We undertake to provide you unconditional bank guarantee towards performance security and additional security for unbalanced bid as per the agreed format within the prescribed date as per the Instructions to Bidder and Conditions of Contract of the Bid document.

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

5.BANK GUARANTEE FOR PERFORMANCE SECURITY

BG No dated2014

To

IT Expressway Ltd. (ITEL),
No.171, II Floor, Tamil Nadu Maritime Board Building,
South KesavaperumalPuram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja AnnamalaiPuram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800,
Fax: 91-44-2493 3800

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

WHEREAS vide the Work order no..... dated 2014 for “**Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu**” (hereinafter referred as to as “the Contract”) **M/s.**, (hereinafter referred to as “**Contractor**” which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by **M/s IT Expressway Ltd**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as **the “Employer**” which expression shall unless repugnant to or inconsistent with the context mean include its successors and assigns), the contract for “**Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu**”

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein.

- i) Our liability under this Guarantee shall not exceed the guaranteed amount **Rs. -----/- (Rupees -----only)**

This Guarantee shall be valid upto -----2014 (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 -----2014 (Expiry date) as mentioned above.

IN WITNESS WHEREOF we have executed this guarantee on this2014.

Signature of Authorised Representative of the Bank

Name and Designation

Seal of the Bank

Signature of Witness

Name of Witness

6. FORMAT FOR AGREEMENT

Draft Contract Agreement

This Agreement, made the ___ day of _____, 2014 between **Tamil Nadu Road Development Company Ltd (TNRDC), Pasumpon Muthuramalingam Road, Raja Annamalaipuram, Chennai, TamilNadu, India**, (hereinafter called "the Employer") which expression shall unless the context otherwise requires, include its successors and assigns of the one part and-----

---. (Hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz. "**Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu**" (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs. -----/- (Rupees ----- only) **inclusive of all taxes.**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of award, Confirmation Letter and Notice- to Proceed with the Works
 - ii) The Priced Bill of Quantities
 - iii) Contract Data
 - iv) Conditions of contract (including Special Conditions of Contract);
 - v) Instructions to Bidders
 - vi) Specifications;
 - vii) 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. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, and delivered by the said Employer and the Contractor in the presence of:

WITNESSES:

On behalf of IT Expressway Ltd. Raja Annamalaipuram, Chennai	On behalf of the Contractor
1.	1.
2.	2.

Binding Signature of the Employer:-

Binding Signature of the Contractor:-

7. Issue of Notice to Proceed with the Work

(Letterhead paper of the Employer)

To: [name and address of the contractor)

Dear Sir,

Subject : **“Painting of Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”-Reg.,**

Pursuant to your furnishing the requisite security as stipulated in ITB clause 31.1 and signing of the contract agreement for the **“Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”** for construction, improvement and maintenance in that order, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents with effect from ----- (date).

Yours faithfully,

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

SECTION - 3: GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

In construing these conditions, the specifications, the list of materials, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- i) **Employer:** The term Employer shall denote IT Expressway Limited hereinafter will be called as ITEL with their Head Office at Raja AnnamalaiPuram and any of its employees/ representative authorised on their behalf.
- ii) **Contractor:** The term contractor shall mean M/s. _____ and his / their legal heirs, representative, assigns and successors.
- iii) **Site** is the area defined as such in Contract data.
- iv) **“The Works”** The work shall mean the sale (by ITEL) and Purchase (by bidder) to be done as specified under this contract.
- v) **“Act of Insolvency”** shall mean any act as such, as defined by the Presidency towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- vi) **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.
- vii) **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- viii) **“Notice in Writing”** or Written Notice shall mean a notice in written / typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- ix) Throughout this bid document, the term bid, tender, sale, and their derivatives (bidder/tenderer ,bid / tender, bidding/tendering, intender buyer etc.) are synonyms

2. TENDERERS SHALL VISIT THE SITE

Intending tenderers shall visit the site and make thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderers shall include in their tender quotes for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc for proper execution of work. The successful tenderers will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions.

The tenderers should thoroughly satisfy themselves with regards to quality and condition of the materials before submitting their tenders and no complaint of any sort whatsoever will be entertained afterwards in this respect while taking delivery of the materials or thereafter.

3. TENDERS

The entire set of tender papers issued to the tenderers should be submitted fully, signed on all the pages. Signature will indicate the acceptance of tender conditions by the tenderers. Price should be submitted exactly in line with the item of sale. **Price/Rate should be quoted only for the unit of measurement as mentioned in the Bill of Quantities (BoQ). Price/Rate should not be quoted in any other unit of measurement apart from the unit of measurement mentioned in the BoQ.** Conditional tenders will not be accepted.

No modifications, overwriting or corrections can be made in the tender papers by the tenderers. No condition should be attached with the tender. If the conditions are found attached, the tender will be considered as null & void.

Any overwriting in rates or any change and/ or alteration shall be initialled by the person/s signing the bid document. Any overwriting in rates or any change and/ or alteration without attestation is liable to culminate in the outright rejection of the tender. In case there is any discrepancy between the amount specified in figures and words, the higher of the two will be taken for consideration.

The Employer reserves the right to reject any tender and also discharge any or all of the tenders for each section or to split up and distribute the material/stock to any specialist firm or firms, without assigning any reason.

The tenderers shall note that his tender shall be valid for a period of 45 days from the date of opening of the tender.

The address given in the tender shall be deemed to be the intended buyer's address and correspondence sent on that address shall be considered to have been delivered to the buyer. No claim will be entertained for the reason of forfeiture of the sum deposited in case the correspondence is returned back undelivered.

4. TAXES

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.

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

5. Currency

All payments shall be made in Indian Rupees.

6. Price Adjustment for Works

No Price adjustment shall apply to this work/contract

7. Penalty and Liquidated Damages

For Construction/ Improvement Works

- (a) In case of non-completion of the construction / Improvement works within the Intended Completion Date as indicated in the Contract Data the Contractor shall pay liquidated damages to the Employer at the rate stated in the Contract Data for each day that the actual Completion Date is later than the Intended Completion Date. 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,
- (b) Time is the essence of the Contract and payment or deduction of penalty or liquidated damages shall not relieve the Contractor from his obligation to complete the works and the Employer's right to invoke the Performance Security.

For Maintenance Works

- (a) In case the Contractor has not rectified or addressed deficiencies as directed by the Engineer at the time of Site inspections during defects liability period, the Employer retains the right to get works done through a third party and debit the cost and expenses incurred to the Contractor. Alternatively, the Engineer may recommend invoking of Performance Security in part or full, as the case may be. In case the Contractor still fails to rectify or address deficiencies even after invoking Performance Security, as described earlier, then the Employer shall treat the event as fundamental breach of Contract in terms of Clause 54 of Conditions of Contract.

08. Advance Payment for Construction/ Improvement Works

No Mobilisation advance/Machinery and equipment advance payment will be made to the Contractor for the works.

No material advance will be made or paid to the Contractor.

09. Securities

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 award and shall be issued in an amount and form indicated in Contract Data from:

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

As acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid for period of 13 (Forteen) months from construction commencement date or until 12 (Twelve) months beyond the completion date, whichever is later. In case the Intended Completion Date is extended, then the Contractor shall submit replacement Performance Security or extension of the date of the Bank Guarantee/s if any, furnished as security, for the same value valid up to a date one month beyond the issue of Defect Liability Certificate.

10. Cost of Repairs

Loss or damage to or defective works or Materials during the Contract Period shall be remedied by the Contractor at the Contractor's cost to the satisfaction of the Engineer/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.

11. Finishing the Contract

a. Completion

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 and take possession of the site.

b. Final Account

In case of Construction / Improvement Works, the Contractor shall supply to the Engineer a Detailed account of the total amount that the contractor considers payable under the Contract on or before 30 days beyond the Engineer shall assess the quality and completion status of Construction /improvement Works in terms of this Contract and upon satisfaction, shall certify and final payment that is due to the contractor within 30 days of receiving the Contractor's account. If the Engineer is not satisfied, then the Engineer shall issue within 7 days thereto a schedule that states the scope of the corrections or additions that are necessary, If the Contractor fails to comply with the Engineer's instructions. The Engineer shall levy Liquidated Damages and shall recommend the Employer suitably. The Employer retains the right to employ a third party and carry out the remaining works and deduct the payment from pending bills of the Contractor.

12. Termination

The Employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the Contract.

Fundamental breach of Contract includes, but shall not be limited to the following:

- (a) Contractor stops work for 28 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 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.
- (i) 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
- (j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

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

Notwithstanding the above, the Employer may terminate the Contract for his convenience.

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.

In case the Contractor fails to carryout the works, within the contract period or extend the period without carrying out the work, the employer has the right to engage an alternate contractor and complete the balance works at the **‘Risk and Cost’** of the Contractor.

13. Payment upon Termination

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

If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the Works done, the reasonable cost removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s cost of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Property

All materials on the site, plant, Equipment, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a Contractor's default.

15. Release from Performance

If the Contractor is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contractor has been frustrated. The Contractor shall make the site safe and stop works as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and any work carried out afterwards to which commitment was made.

APPENDIX 1 **Safety Measures**

I Contractor's Liability

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

II Responsibility for Accidents, Damages etc.

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

III Contractor to be responsible for all Trespasses and Damages

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

IV Safety Measures

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

V Safety Equipments & Loose Tools:

The Contractor will be responsible to make available the safety equipment and loose tools as listed below. If the Contractor fails to keep the safety equipment and loose tools and consumable items as listed the above will be procured by ITEL and the cost will be deducted immediately from the bill payable to the contractor with a penalty of Rs. 5,000/-

VI Safety Measures to be adhered

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

VII List of Safety equipments to be provided by the Contractor

SI No	Name of Equipment
1	First Aid Box
2	Emergency light
3	Helmet / hard hat
4	Safety cones
5	Traffic barriers
6	Warning lights
7	Red flags
8	Caution boards

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

APPENDIX 2
Labour Statutory Requirements

I General

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

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

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

III Compliance with Labour Regulations

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

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

IV Contribution to Fund

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

V Contract Labour Welfare

- i. The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify ITEL in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen's Compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency on safety measures to be adhered as stipulated in Safety measures to be adhered in Appendix 1. A photocopy of the insurance under Workmen's Compensation Policy should be furnished to ITEL. The policies should be kept alive till the completion of the contract period.
- ii. The Contractor shall produce fitness certificate from any Authorized Medical Attendant (AMA) of Government Hospital for all the Technical Staff and Labour Staff to be employed.

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

- a. Workmen Compensation Act, 1923
- b. Payment of Wages Act, 1936
- c. Industrial Disputes Act, 1947
- d. Minimum Wages Act, 1948
- e. Factories Act, 1948
- f. Employees PF and Miscellaneous Act, 1952
- g. Payment of Bonus Act, 1965
- h. Payment of Gratuity Act, 1972

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

VII Elimination of Child Labour

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

APPENDIX 3
Tax Registration Number

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

i) VAT No. _____

ii) PAN No. _____

We confirm that our firm/company has valid ESI / Workmen Compensation Policy and EPF codes as under:

i) ESI No. _____

or

Workmen Compensation Policy No. _____

ii) EPF No. _____

SECTION IV CONTRACT DATA

Item
The following documents are also part of the contract and enclosed as Appendix
<p>The Employer is :</p> <p>IT Expressway Ltd. No.171, TNMB Building, II Floor, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai 600 028 Phone No.: 2495 2800 / 3800, Fax No.: 2493 3800</p> <p>Name of Authorised Representative : Chairman and Managing Director</p> <hr style="border-top: 1px dashed black;"/>
<p>Engineer is :</p> <p>IT Expressway Ltd. No.171, TNMB Building, II Floor, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai 600 028 Phone No.: 2495 2800 / 3800, Fax No.: 2493 3800</p> <p>Name of Authorised Representative: Chief General Manager</p>
The name of the Contract is “Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”
The Start Date shall be the date of issue of ‘Notice-to-Proceed with the work’ by the Contractor for the Works.
Intended Completion Date: 30 Days from the Date of Commencement as indicated in the ‘Notice to Proceed with the Works’
The Site is “Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR, Chennai, Tamil Nadu”
The Defects Liability Period is 12 Months after improvement works Completion Date / from the date of issue of Completion Certificate or whichever is later.
The language of the Contract Document is English
The law which applies to the Contract is the law of Union of India
The currency of the contract is Indian Rupees Only

Retention Money :-

In IPC's @ **5 %** of value of each bill will be withheld and the withheld amount will be refunded to the Contractor along with the Final Bill / Taking over certificate.

The liquidated damages for non-completion of construction / improvement works within the Intended Completion date shall be 0.5% of the contract value for each week's delay or part there of beyond the completion date. The maximum amount of liquidated damages for the whole of the works is **5 %** of final contract price for works.

Performance Security shall be of **2%** of Contract Price for Construction and Improvement Works as stated in the work order, valid for **13 Months** from the commencement Date of Construction / Improvement works or **12 Months** beyond the Intended Completion Date for works whichever is later.

The standard form of Performance Security acceptable to the Employer shall be an unconditional and irrevocable Bank Guarantee of the type as presented in section – II of Bidding Documents.

SECTION - V

Bill of Quantities (BoQ) for works

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instruction to Bidders, General and Special Conditions of Contract, Technical Specifications and conforming to the Indian standard specification.
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 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 rates in the Bill of Quantities shall except in so far 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.
5. 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.
6. 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.
7. References to the relevant sections of the Contract document shall be made before entering prices against each item in the Bill of Quantities

**Painting the Steel and Concrete Structures at Main Toll Plaza, Seevaram at OMR,
Chennai, Tamil Nadu**

Bill of Quantities

S. No	Description of item	Unit	Quantity	Rate in Rs		Amount in Rs
				in figure	in words	
1	Providing the Iron surface 2 coats with Synthetic enamel paint of approved quality and colour including scraping using brushes and neat finishing etc., complying with standard specifications and as directed by the Engineer In Charge.	Sqm	4310			
2	Painting the concrete surface with 2 coats with Synthetic enamel paint of approved quality and colour including scraping using brushes and neat finishing etc., complying with standard specifications and as directed by the Engineer In Charge.	Sqm	1090			
3	Painting the wall, 2 coats with first quality plastic emulsion paint of approved quality and colour over a prime coat including scraping, clean removal of dirt etc., complete complying with standard specifications and as directed by the Engineer In Charge.	Sqm	465			
Total Amount (Rs)						
(Rupees ----- Only)						

Section VI Technical Specifications

PREAMBLE

1.0 The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents.

1.1 Site Information

General

1.1.1 The information given hereunder and provided elsewhere in these documents is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

1.1.2 The area in which the works are located is in plain terrain, the approximate longitude and latitude of the region (Tamil Nadu) being 76° 15'/80° 20' East and 8° 05'/13° 35' North.

1.1.3 Climatic Conditions

1.1.3.1 The temperature in this region is as under:

i) During summer months, the average maximum temperature is 42°C.

ii) During winter months, the average minimum temperature is 18°C.

1.1.3.2. The average annual rainfall in the area is of the order of 800mm.

1.1.4 Seismic Zone

The works are located in Seismic Zone-II as defined in IS :1893 (Part I) - 2002

2 GENERAL REQUIREMENTS

The Technical Specifications in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following. All the specification given in the relevant codes, MoRTH shall be adhered to during execution of the work

2.1 Part-I: General Technical Specifications

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (Fourth Revision August 2001, Reprint, September 2004), issued by the Ministry of Road Transport and Highways, Government of India and published by the Indian Roads Congress, henceforth called MORT&H Specifications and deemed to be bound into this document.

2.2 Part-II: Supplementary Technical Specifications

2.2.1 The Supplementary Technical Specifications shall comprise of various Amendments/Modifications/ Additions to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" referred to in Part-I above and Additional Specifications for particular item of work not already covered in Part-I.

2.2.2 A particular clause or a part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fourth Revision August 2001, Reprint, September 2004)" referred in Part-I above, where Amended/Modified/Added upon, and incorporated in Part-II, referred to above, such Amendment/Modification/ Addition supersedes the relevant Clause or part of the Clause.

2.2.3 The Additional Specifications shall comprise of specifications for particular item of works not already covered in Part-I.

2.2.4 When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.

2.2.5 In so far as Amended/Modified /Added Clause may come in conflict or be inconsistent with any of the provisions of the said MORT&H Specifications under reference, the Amended/Modified/Added Clause shall always prevail.

2.2.6 Additional Specifications

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC, BIS, BS, ASTM, AASHTO and CAN/CSA in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the contractor. .

The latest edition till 28 days before the final date of submission of the bid of all specifications / standard shall be applicable.