



## ***IT Expressway Ltd. (ITEL)***

# **“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”**

## **BID DOCUMENT**

- Section I : Instruction to Bidders
- Section II : Forms of Bids & Forms of Securities
- Section III : Conditions of Contract
- Section IV : Contract Data
- Section V : Bill of Quantities

***ITEL***

**IT Expressway Ltd. (ITEL)**

No.171, II Floor, Tamil Nadu Maritime Board Building,  
South Kesavaperumal Puram, Pasumpon Muthuramalingam Road,  
(Near Greenways Road MRTS Station), Raja Annamalai Puram,  
Chennai 600 028

Phone No.: 91-44-2495 2800 / 3800 &

Fax No. : 91-44-2493 3800

# ***IT EXPRESSWAY LIMITED (ITEL)***

## **SINGLE COVER TENDER**

### **“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”**

#### **SCHEDULE OF BIDDING PROCESS**

Period of Issue of Tender Document	<b>27<sup>th</sup> January, 2020 to 25<sup>th</sup> February, 2020</b>
Bid Document Price	<b>Rs.16,800/- DD in Favour of M/s. IT Expressway Ltd., (ITEL), payable at Chennai</b>
Earnest Money Deposit (EMD) / Bid Security	<b>Rs.3,00,000/- DD in Favour of M/s. IT Expressway Ltd., (ITEL) payable at Chennai</b>
Last Date and Time for Receipt of Bids	<b>26<sup>th</sup> February, 2020 at 15.00 Hrs</b>
Bid – Opening Date and Time	<b>26<sup>th</sup> February, 2020 at 15.30 Hrs</b>

# ***IT EXPRESSWAY LIMITED (ITEL)***

## **“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”**

### **CONTENTS OF BID DOCUMENT**

<b>Invitation for Bids</b>	
Section I	Instruction to Bidders
Section II	Forms of Bid & Forms of Securities
Section III	Conditions of Contract
Section IV	Contract Data
Section V	Bill Of Quantities



## **IT EXPRESSWAY LTD.**

### **NOTICE INVITING TENDER**

**Tender Notice No: ITEL/CD/03/2020**

**Date: 24.01.2020**

Bids are invited by **M/s. IT Expressway Ltd. (ITEL)**, R.A Puram, Chennai- 600 028 for implementation of the following work in **Rajiv Gandhi Salai (OMR), Tamil Nadu** on **26<sup>th</sup> February 2020 upto 3.00 PM.**

S. No.	Description of Works	Indicative Value of Work /Annum (Rs) exclusive of GST	EMD / Bid Security value (Rs)	Period of Completion
1	Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)	299.69 Lakhs	3,00,000/-	02 Years

Bid document can be obtained between **10.00 hrs and 17.00 hrs** on all working days from **27<sup>th</sup> January 2020 to 25<sup>th</sup> February 2020** at the address for communication mentioned below on payment of Non-refundable fee of **Rs.16,800/- (Rupees Sixteen Thousand Eight Hundred Only)** in the form of a Demand Draft drawn in favour of **M/s. IT Expressway Ltd. (ITEL)** payable on any scheduled bank in **Chennai**. Alternatively, the Bid document can also be downloaded from the website [www.tnrdc.com](http://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 bids shall be submitted through **Single Cover System (Technical and Financial Bids in the same envelope)**

Sealed bids should reach at the following address not later than **15.00 hrs** on **26<sup>th</sup> February 2020** which will be opened on the same day at **15.30 Hrs.**

#### **Address for communication**

**Chief General Manager**

**M/s.IT Expressway Ltd.,**

No.171, II Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram,

Pasumpon Muthuramalingam Road,

(Near Greenways Road MRTS Station),

Raja Annamalai Puram, Chennai 600 028

**Phone:** 91-44-2495 2800 / 3800,

**Fax** : 91-44-2493 3800

**E-Mail:** [tenders@tnrdc.com](mailto:tenders@tnrdc.com)

**Web** : [www.tnrdc.com](http://www.tnrdc.com)

# **Section I**

## **Instructions to Bidders**

## SECTION 1: INSTRUCTIONS TO BIDDERS

### A: GENERAL

#### 1. Scope of Bid

##### 1.1 Background

- (a) **M/s.Tamil Nadu Road Development Company Ltd. (TNRDC)** is promoted by Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) and TIDEL Park Ltd. to maintain the East Coast Road and Rajiv Gandhi salai.
- (b) Rajiv Gandhi Salai (IT Corridor) commences from km 0/000 at Madhya Kailash Temple Junction and extends up to Siruseri. The Rajiv Gandhi Salai is an important road in Chennai, as a number of IT Companies, Engineering Colleges/Institutions and the prestigious TIDEL Park are situated along the Road and this road is a major hub for most of the IT and BPO companies in Chennai, Tamil Nadu.

**M/s. IT Expressway Ltd. (ITEL)** is the SPV formed by Tamil Nadu Road Development Company Ltd (TNRDC) for the purpose of implementing IT Corridor Project in Rajiv Gandhi Salai (IT Corridor) under the Improvement & Maintenance Scheme as per long term Agreement between GoTN & ITEL

Bids are invited by **M/s IT Expressway Ltd (ITEL)**, for “**Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)**”

- 1.1.2 The successful bidder will be engaged as the agency for the purpose of this work for a period of **02 Years** from the date of execution of the Contract Agreement with the escalation @ 5% of the contract value for the second year of the contract period.

#### 1.2 Scope of works

- 1.2.1 The broad scope of Works to be carried out by the selected bidder includes the following components, but is not limited to:
- **Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)**
  - Other works and services as may be indicated in the contract (COPA).

The details are as follows:

S. No.	Description of Works	* Contract Value(Rs)	EMD / Bid Security value (Rs)	Duration of the Task
1	<b>“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)</b>	299.69 Lakhs	3,00,000/-	02 Years

*\*The Contract Value notified is for one year only*

The Non Refundable Bid Document Cost for the work is **Rs.16,800/- (Rupees Sixteen Thousand Eight Hundred 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. Eligibility Criteria

To be qualified for award of the contract, the Bidder should have been actively engaged in executing project related agency business /related work as appropriate, during the last three years. The bidder must provide proof of experience from the client and shall provide satisfactory evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively.

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.

- (i) Should have adequate labour resources / link with manpower agencies to supply the required labourers and equipment for the work.
- (ii) The Bidder should have **GST No., PAN No., ESI or Workmen Compensation Policy and EPF code**. However, the Successful bidder has to furnish **GST No., PAN No., ESI / Workmen Compensation Policy and EPF code before execution of the Agreement**.
- (iii) The bidder should remit workmen compensation cess at the rate of 1% on the estimate amount as per notification under sub-section (1) of section 8-A of the Tamil Nadu Manual workers (Regulation of Employment and Conditions of Work) Act, 1982 (Tamil Nadu Act 33 of 1982) the Governor of Tamil Nadu, in suppression of the Labour and Employment Department Notification No. II (2)/LE/1420(b-1)/97, published at page 1 of part-II – Section 2 of the Tamil Nadu Government Gazette Extraordinary dated 2nd July 1997 as contribution to the fund constituted for the benefit of the manual workers under employment in construction or maintenance of dams, bridges, roads or in any building operations under section 3 of the said Act before execution of the Agreement as per the format prescribed in appendix 3

The selected agency is expected to maintain high level of professional ethics & will not act in any manner, which is detrimental to ITEL's interest. Agency shall maintain confidentiality on matters disclosed till proper instruction is issued. ITEL reserves the right to impose penalty in case of any violation of the above.

## 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

The bidder as on date should not have been debarred from taking up any agency or project related 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 ITEL reserves its right to take appropriate action including cancellation of the bid, forfeiture of EMD etc, as may be deemed fit and proper by ITEL at any time without requiring giving any notice to the applicant in this regard.

3.2 Bids shall include the following relevant information & particulars in the prescribed forms attached in Section –II: Forms of bid & Forms of securities.

- (a) Copies of original documents defining the constitution or legal status, place of registration and principal places of business; written Power of Attorney of the signatory of the Bid to commit the bidder;
- (b) Total Annual Turnover in the project related business expressed as total of payment certificates for work performed for the last three years;
- (c) Performance on works of similar nature and complexity over the last three years
- (d) Reports on the financial standing of the bidder including profit and loss statements, balance sheets and auditor's reports for the past three years
- (e) Authority to seek references from the bidder's bankers;
- (f) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;

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

**3.3 Experience and Turn Over**

The bidder shall provide documentary evidence of having been actively engaged as agents of similar nature during the last three years. For this the Employer's certificate must be produced.

The bidder shall have generated a minimum Annual Average Turnover from Project Related works not less than the contract value as specified in clause 1.2.1 for the period of 3 years commencing from the year 2016-17, 2017-18 & 2018-19.

The bidder shall provide evidence that the firm has successfully completed or substantially completed during last three years (year 2016-2017, 2017-2018 & 2018-2019) a single work/ contract of similar nature for a minimum value of Rs.119.88 Lakhs

The bidder should demonstrate that he has access to, or has available liquid assets (working capital, cash in hand) and / or credit facilities of not less than 10% of the contract applied for the construction, cash-flow may be taken as 10% of the estimated value of contract as Rs.29.97 Lakhs

Those bids satisfying the above criteria, will be treated as a responsive bid and financial proposal of the responsive bids alone will be considered.

**4 Cost of Bid document and Bidding**

4.1 The Bid document cost for the work is **Rs.16,800/- (Rupees Sixteen Thousand Eight Hundred 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                 |

6.2 The Bidder is expected to examine carefully all instructions, qualification information, Conditions of Contract, Contract Data, 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 3 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

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.

12.2 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 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)**, RA Puram, Chennai – 600 028 on or before **15.00 hrs, on 26th February, 2020** along with EMD/ Bid security for an amount of **Rs.3,00,000/- (Rupees Three Lakhs Only)** as specified in the NIT and Clause 1.2.1 above, 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 DD and Bid Document and its cost DD 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**

**M/s. IT Expressway Ltd (ITEL)**

No.171, II Floor, Tamil Nadu Maritime Board Building,  
South Kesavaperumal Puram, Pasumpon Muthuramalingam Road,  
(Near Greenways Road MRTS Station),  
Raja Annamalai Puram, Chennai 600 028  
Phone No.: 91-44-2495 2800 / 3800 &  
Fax No. : 91-44-2493 3800  
E-Mail: tenders@tnrdc.com  
Web : www.tnrdc.com

and

- (b) bear the following identification:

**Bid for “Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”**

- 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 **15.00 Hours on 26<sup>th</sup> February, 2020**. 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 Deleted

21.2 Deleted

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), in the presence of the Bidders or their authorised representatives who choose to be present at **15:30 Hrs on 26<sup>th</sup> February, 2020** at the office of the ITEL, RA Puram, 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 All envelopes shall be opened and the submissions therein will be read out in appropriate detail on the same day of bid opening.

22.4 The Bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as 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 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. The request for clarification and the response shall be in writing or by cable, but no change in the price or 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 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 arrive 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.

**F. AWARD OF CONTRACT****28. Award Criteria**

- 28.1 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 without assigning any reasons thereof, based on the capability of the Bidders.

Employer reserves the right to appoint other Consultants for “**Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)**” 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 Consultant will pay the Employer in consideration 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. IT Expressway 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 48 of Conditions of Contract. If the Performance Security in the form of Bank Guarantee, the same shall be valid for a period of **13 Months** from date of issue of Bank Guarantee. For the 2<sup>nd</sup> year of contract, the Bidder shall furnish fresh performance security for the escalated contract value for that particular year, valid for a period of **13 Months** from the date of renewal for that particular year. 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 Bill, @ **5%** of the value of work will be withheld and the withheld amount will be refunded to the agency along with the Final Bill. The maximum amount of Retention money to be withheld 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 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 selected agency fails to satisfy the requirements 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 provide the deficit staffs for that particular stretch. 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 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:

**Chief General Manager**

IT Expressway Ltd.,

No.171, II Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram, Pasumpon Muthuramalingam Road,

(Near Greenways Road MRTS Station),

Raja Annamalai Puram, Chennai 600 028

**Phone No.:** + 91-44-2495 2800 / 3800 &

**Fax:** + 91-44-2493 3800

**E-Mail:** tenders@tnrdc.com

**Web :** www.tnrdc.com

Sir,

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

Authorised Signature

Name and Title of Signatory

## 2. Declaration Statement

*(Letterhead paper of the Bidder)*

[Date]

To

**Chief General Manager**

IT Expressway Ltd.,

No.171, II Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram, Pasumpon Muthuramalingam Road,

(Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028

Phone No.: + 91 91-44-2495 2800 / 3800 &

Fax: + 91- 44-2493 3800

E-Mail: tenders@tnrdc.com

Web : www.tnrdc.com

**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 five 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 to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the ITEL.

\_\_\_\_\_  
Signed by an Authorised Officer of the Firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

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

To  
Name of Bank/ Address/ city

Dear Sir,

We have recently submitted a Bid Proposal to M/s. IT Expressway Ltd, (ITEL) for its  
project for \_\_\_\_\_.

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

Sincerely,

\_\_\_\_\_  
Authorised Signatory

**4. 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 Kesavaperumal Puram, Pasumpon Muthuramalingam Road,  
(Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028  
Phone No.: + 91 91-44-2495 2800 / 3800 &  
Fax: + 91-44-2493 3800  
E-Mail: tenders@tnrdc.com  
Web : www.tnrdc.com

Dear Sir:

Sub: **“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)” – Reg.**

Having examined the Bid Document including Notice Inviting Bids, Instructions to Bidders, forms, General Conditions of Contract, Special Conditions of Contract, Bill of Quantities, 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 “Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)” for the sum of INR \_\_\_\_\_ (Indian Rupees in words) \_\_\_\_\_)**

**excluding GST** 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 agree to abide by this Bid for the period of 90 days (Ninety 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 agree to prove the subject services for the rates above quoted with an escalation @ 5% per annum during each subsequent year.

We confirm our agreement to treat the Bid Document 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 GST/PAN registrations along with ESI / Workmen Compensation Policy and EPF 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:

**5. BANK GUARANTEE FOR PERFORMANCE SECURITY**

BG No ..... dated .....20\_\_\_\_\_

To

**IT Expressway Ltd.,**

No.171, II Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram,Pasumpon Muthuramalingam Road,

(Near Greenways Road MRTS Station),Raja Annamalai Puram, Chennai 600 028

Phone No.: + 91 91-44-2495 2800 / 3800 &amp;

Fax: + 91-44-2493 3800

E-Mail: tenders@tnrdc.com

Web : www.tnrdc.com

Bank Guarantee No. ....dated .....for **Rs. ..../- (Rupees**  
.....**only)**WHEREAS vide the Letter of Award / Work Order No..... dated  
..... for **“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”** (hereinafter referred to as **“The Contract”**)**M/s**....., a Company incorporated under the  
Companies Act, 1956, having its Registered Office  
at.....(address)  
(hereinafter referred to as **“The 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, having its registered office at No.171, II Floor, Tamil Nadu Maritime Board Building,  
South Kesavaperumal Puram,Pasumpon Muthuramalingam Road, (Near Greenways  
Road MRTS Station),Raja Annamalai Puram, Chennai 600 028 (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 **“Appointment of  
Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”**AND WHEREAS it has been stipulated by you in the said contract that the Contractor  
shall furnish you a Performance Guarantee, within 7 days on receipt of the Letter of  
Award/ work order 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 at .....and  
amongst others, a branch office situated at....., have agreed to furnish a  
Performance Guarantee for a sum of **Rs. -----/- (Rupees -----**  
**-----Only)** (hereinafter referred as the Guaranteed  
amount) as security for compliance of the contractor's obligations under the contract.

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

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

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

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

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

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

The jurisdiction in relation to this Guarantee shall be Courts at Chennai and Laws of India shall be applicable. This guarantee shall be valid up to -----20\_\_ (hereinafter referred to us as the **"Expiry Date"**) which is a period of **13 Months** from the date of commencement of the works.

Notwithstanding anything contained herein.

- i) Our liability under this Guarantee shall not exceed the guaranteed amount  
**Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

This Bank 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 this .....20\_\_.

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 In this contract, the following terms shall have respective meanings as indicated. Capital initials are used to identify defined terms.

**Compensation Events** are those defined in Clause 41 hereunder.

**Confirmation Letter** is the letter of the Selected agency dated accepting the Letter of Award/ Work Order issued by the Employer.

The **Contract Completion Date** is the date of completion of Selected agency's Obligations under this Contract as certified by the Engineer in accordance with Clause 50.2.

The **Contract** is the contract between the Employer and the Selected agency 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 **Selected agency** is a person or firm or corporate body that's Bid to carry out the Works has been accepted by the Employer.

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

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

A **Defect** is any part of the works not completed in accordance with the Contract.

The **Employer** is the party who will employ the Selected agency to carry out the Works and in this case the employer is ITEL, RA Puram, and Chennai – 600028.

The **Engineer** is the person named in the Contract Data (or any other competent Person appointed and notified to the Selected agency 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 IT Expressway Ltd,( ITEL), R A Puram, Chennai – 600 028.

**"Engineer Representative"** means a person appointed from time to time by the Engineer under Sub-clause 5.1.

**Works** means **"Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)"**

The **Initial Contract price** is the Works Contract price stated in the Employer's Letter of Award/Work Order.

**Letter of Award / Work Order** is the letter issued by the Employer to the selected agency containing the Initial Works Contract price and other details.

**Project Facility** means the stretch of the Road as mentioned in Contract Data, all appurtenances thereto, including road furniture, Sign boards and other road components and all access roads upto 50 m from the edge of the road

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



**Temporary Works** are works designed, constructed, installed and removed by the Selected agency which are needed for construction or installation of the Works.

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

The **Works** are what the Contract requires the selected agency to carry out as part of this Contract and shall refer to “**Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)**” or any combination thereof.

The **Works Completion Date** is the actual period of contract.

Any other terms not defined herein but defined elsewhere in the contract and the Bid Document shall have the meaning ascribed to such terms therein and shall be deemed to have been included in this section

## **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. Heading 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, reference 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. Letter Of Award/Work Order
  - b. Confirmation Letter
  - c. Notice to proceed with the works
  - d. Contract Data
  - e. Conditions of Contract
  - f. Instructions to Bidder
  - g. Any other document listed in the Contract Data/ Bid Document as forming part of the contract

## **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 Selected agency 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 Selected agency.

## 6. Communications

- 6.1 Communication between parties which are referred to in the conditions is 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 selected agency 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 selected agency shall not sub contract the works. Except where otherwise provided by the contract, the selected agency shall not sub contract any part of the works, with out the prior consent of the Employer. Any such consent shall not relieve the selected agency from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub Selected agency, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the selected agency, his agents, servants or workmen.

Provided that the selected agency 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 Selected agencies

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

- 8.2 Pursuant to the above, the Selected agency hereby agrees and acknowledges that the Employer is well within their right to appoint other selected agency for “**Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)**” a part of this work / contract and any other works that the Employer may decide. The Selected agency acknowledges that the Employer has no liability whatsoever towards the Selected agency in this regard and that the Selected agency will, unconditionally and without any financial charge, extend all necessary assistance and cooperation to the Employer and other Selected agency(s), so as to ensure that the Works are completed in terms of the Milestones stipulated in the Contract Data.

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

## 9. Personnel

- 9.1 The Selected agency shall employ required personnel to carry out the functions stated in the approved program in terms of Clause 25.

- 9.2 If the Engineer asks the Selected agency to remove a person who is a member of the Selected agency's staff or his work force stating reasons, the Selected agency 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 Selected agency 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 II of this section

**10. Employer's and Selected agency's Risks and liabilities**

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Selected agency carries the risks which this Contract states are Selected agency'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 Selected agency's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

**12. Selected agency's Risks and liabilities**

- 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 Selected agency.
- 12.2 The employer will provide necessary assistance as far as possible to the agency in securing Applicable Permits, permissions and approvals required for implementation and operation of the project the use of the projects sites for advertisement purposes be impossible, in particular in the event these Permits would not be delivered, the parties agree to adjust the provisions of the Agreement so as to maintain the economic balance of the contract. However, the agency shall be liable to pay such fee or deposits to the concerned authorities as may be necessary. The agency shall at its own cost obtain necessary electricity connection in ITEL's name as and when required.

**13. Insurance**

- 13.1 The Selected agency shall provide, in the joint names of the Employer and the Selected agency, insurance cover from the start Date to the end of the completion period, in the Amounts and deductibles stated in the Contract Data for the following events:
- a. loss of or damage to Works;
  - 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 selected agency 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.

- 13.2 Policies and certificates for insurance shall be delivered by the Selected agency 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 selected agency shall be responsible for effecting change to the policies and certificates as may be directed by the Engineer, within time period indicated by the Engineer.

- 13.3 If the Selected agency does not provide the policies and certificates as required, the Employer may effect the insurance which the Selected agency should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Selected agency 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 Selected agency 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. Selected agency to undertake the Works**

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

16. **Deleted.**

17. **Deleted.**

#### **18. Safety**

- 18.1 The selected agency 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 Selected agency is responsible for the safety of the road users. The Selected agency 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 selected agency shall make necessary safety arrangements and equipments specified in Appendix I 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 Selected agency and to the satisfaction of the Employer.
- In case of default by the selected agency, 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 Selected agency.
- 18.4 The Selected agency 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 Selected agency 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.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water.

'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## **19. Discoveries**

- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Selected agency is to notify the Engineer/ Employer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **20. Possession of the Site**

- 20.1 The Employer shall give possession of the site to the selected agency in accordance with the Contract Data.

20.2 , 20.3 Deleted

## **21. Access to the Site**

- 21.1 The Selected agency shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / tested/ stored for the works.

## **22. Instructions**

- 22.1 The Selected agency 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 either during the progress of the works or after the completion of the works or after the determination / abandonment of the contract or any other matter/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. Deleted**

**26. Extension of the agreement period**

26.1 The Employer may extend the Agreement Period beyond the one year contract period at its sole discretion.

**27 & 28 Deleted**

**29. Early Warning**

29.1 The Selected agency is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work.

29.2 The Selected agency shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instructions of the Engineer.

**C. 30,31,32 & 33 Deleted**

**D. Cost Control**

**34.0 Bill of Quantities (BOQ)**

34.1 The Bill of Quantities for works contains items for the Works being implemented by the Contractor as in Section – V.

34.2 The Bill of Quantities (BoQ) 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 Bill of Quantities for the work should also be submitted along with the bid in the single cover.

**35 ,36,37 & 38 Deleted**

**39. Payment**

39.1 The Contractor shall submit a statement in 3 (three) copies to the Engineer by the 7<sup>th</sup> (seventh) day of each month, signed by the authorized representative of the Contractor, for the work executed up to the end of the previous month in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled.

The Engineer if satisfied, shall recommend to the Employer for release to the Contractor against the monthly statement.

**39.3 Retention Money**

In each Bill, @ 5% of the value of the work will be withheld and the withheld amount will be refunded to the agency along with the Final Bill. The maximum amount of Retention money to be withheld is restricted up to 5% of the contract value.

**40 & 41 Deleted****42. Tax**

- 42.1 The rates quoted by the selected agency shall be deemed to be exclusive of the GST, but inclusive of contract tax, royalty, Toll tax, cess and other taxes/duties/levies as may be levied by Central / State Governments and local bodies that the selected agency will have to pay for the performance of this Contract.
- 42.2 The selected agency shall have valid Registration for GST and PAN as prescribed in Appendix III

**43. Currency**

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

**44. Price Adjustment for Works**

No Price adjustment shall apply to this work/contract.

**45. Penalty**

A penalty of Rs.10,000/- per incidence will be imposed for the defective services in providing the required manpower which will seriously affect the services. The penalty will be over and above the amount payable to employer towards the loss(es) caused by the defective services. This will be assessed by the employers's representative and the amount will be deducted from their monthly recurring account bill.

**46, & 47 Deleted.****48. Securities**

- 48.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer not later than the date specified in the Letter of Award and shall be issued in an amount and form indicated in Contract Data as acceptable to the Employer, and denominated in Indian Rupees.:
- a. State Bank of India or subsidiaries;
  - b. Any Indian Nationalised Bank; or
  - c. Any Scheduled Bank

Performance Security in the form of a Demand Draft in favour of **M/s. IT Expressway Ltd.** payable at Chennai (or) in the form of Bank guarantee as stated above, acceptable to the Employer in the format as given in Section 2 for an amount equivalent to 2% of the quote pursuant to Clause 48.1 above. If the Performance Security for works is in the form of Bank Guarantee, the same shall be valid for a period of **13 Months** from date of issue of Bank Guarantee. The Bidder shall furnish fresh performance security for the escalated contract value for that particular year, valid for a period of **13 Months** from the date of renewal for that particular year. The bidder should maintain the facility in acceptable condition as stipulated in the Bid document

**49. Cost of Repairs**

- 49.1 Loss or damage to or defective works or Materials during the Contract Period shall be remedied by the selected agency at the selected agency's cost to the satisfaction of the Engineer/Employer. In case of default by the selected agency, the Employer shall carry out suitable remedial measures and deduct the amount incurred thereto from payments due to the selected agency.

**E. Finishing the Contract****50. Completion**

- 50.1 The Selected agency shall be engaged to carry out the works specified in the Work Order for a period of one year in all respects.

**51. Taking Over**

- 51.1 The Employer will take over the Site and the Works with in 1 month of the Engineer issuing a certificate of Contract Completion on expiry of the contract period unless or otherwise extended by the employer.

**52 & 53 Deleted****54. Termination**

- 54.1 The Employer or the Selected agency 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) Employer or the Selected agency is made bankrupt or goes into liquidation, other than for a reconstruction or amalgamation.
  - (b) deleted
  - (c) The Selected agency does not maintain a security (performance security, Security against Advance Payment etc) which is required;
  - (d) In case of the Selected agency has awarded more than 20% of value of works on sub-contract
  - (e) The Selected agency has defaulted in fulfilling his obligations under this Contract;
  - (f) The Selected agency has contravened clause 7,8 and 9 of the conditions of contract
  - (g) deleted.
  - (h) If the Selected agency, 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 Selected agencies (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 Selected agency shall stop work immediately make the site safe and secure and leave the site as soon as reasonably possible.
- 54.6 Deleted.

## **55. Payment/Recovery upon Termination**

In case the selected agency fails to satisfy the requirements 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 provide the deficit staffs for that particular stretch. 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 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.

## **56. Property**

- 56.1 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 Selected agency's default.

## **57. Release from Performance**

- 57.1 If the Selected agency is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Selected agency, the Engineer shall certify that the Selected agency has been frustrated. The Selected agency 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.

**58, 59 & 60 Deleted**

## **APPENDIX I**

### **Safety Measures**

#### **I Selected agency's Liability**

The selected agency 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 selected agency 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 selected agency 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 selected agency or be considered or held as at all conclusive as to the sufficiency of any works or materials.

#### **III Selected agency 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 selected agency 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 selected agency as so much money paid to him on account of his contract and the selected agency 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 selected agency or any sub selected agency 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 selected agency 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 selected agency's supervision with their supervisor, at their own risk and cost.
2. The selected agency 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 selected agency should have insurance cover under Workmen Compensation Act.
4. The Selected agency has to carry out any activity only after informing and getting concurrence of ITEL / Engineer In Charge.

**V Safety Equipments & Loose Tools:**

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

**VI Safety Measures to be adhered**

1. Only experienced, skilled people have to be employed by the selected agency.
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 selected agency.
5. Exhibit labels of "Safety First"

**VII List of Safety equipments to be provided by the Selected agency**

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 selected agency 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 selected agency.

**APPENDIX II****Labour Statutory Requirements****I General**

The Selected agency 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 Selected agency has to give a declaration for the following provisions:-**

- i. That in the capacity of Selected agency, the Contactor 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 Selected agency has to pay the wages in accordance with the Minimum Wages Act to all his / their employees.
- iii. That the Selected agency 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 Selected agency'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 selected agency in his / their code numbers and copy of the remittance challans will be produced. In case, if the selected agency 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 Selected agency 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 selected agency 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 selected agency undertake to reimburse the same or the Principal Employer is authorized to deduct the same from the selected agency's dues as payable.
- vii. That the selected agency will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable.
- viii. That the selected agency 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 selected agency and his sub selected agencies 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 Selected agency 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 selected agency, the Engineer / ITEL shall have the right to deduct any money due to the selected agency including his amount of performance security. ITEL/Engineer shall also have right to recover from the Selected agency any sum required or estimated to be required for making good the loss or damage suffered by ITEL.

The employees of the selected agency and the Sub-Selected agency 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 / Selected agency 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 Selected agency.

**V Contract Labour Welfare**

- i. The rights and benefits conferred on the workmen employed by the selected agency under the provisions of various Labour Laws are the responsibility of the selected agency. The selected agency has to indemnify ITEL in case of loss or any damages. It is the responsibility of the selected agency to take insurance policy under Workmen's Compensation Act, 1923 for each labour engaged by the selected agency. The selected agency 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 Selected agency 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 Selected agency 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 selected agency 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 selected agencies 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 selected agency from the list of registered selected agencies.

**APPENDIX 3****Tax Registration Number**

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

- i) GST 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. \_\_\_\_\_

**1% Cess to be paid for the Estimated Contract Value as per the notification of  
Tamil Nadu Manual Workers Act, 1982**

(Format to be filled by the successful bidder)

1. Name of the Person  
In charge of the Work :
2. Place of Work :
3. Total Estimated Cost of the Work :
4. 1% of the Total Estimated Cost of  
the Work :
5. DD No., Date, Amount and Bank  
On which Demand Draft is drawn :



### **Conditions of Particular Application (COPA)**

The Bidders interested in placing their bid for Toll Collection Service Agency should comply with the following conditions:-

1. The Agency shall follow and abide by all rules and regulations under the labour Law applicable.
2. The Agency shall ensure that the personnel deployed by it under this contract are between age of 25-50 years, of good health, of highest integrity, punctual, well dressed and decent. The Agency shall also ensure that his personnel are courteous, well behaved and well mannered. If any complaint is received by ITEL against the behaviour or conduct of any member of the Agency's personnel, he shall be removed by the Agency from the toll station forthwith on demand by ITEL.
3. The Agency shall not shortlist/deploy any personnel who has worked with previous agency of ITEL and had been removed due to any reasons such as defrauding etc.
4. The Agency shall furnish to the ITEL a list of persons shortlisted for deployment under the contract for screening, containing all the details like their educational qualifications, training/s attended, experience, present residential address, permanent address, a character certificate issued by a Gazetted Officer and recent photographs.
5. The ITEL reserves its right to object to the deployment of any personnel for any reason. In such a case, the person or persons being objected to by the ITEL shall be removed by the Agency forthwith and replaced within a day (24hours) from such removal. Notwithstanding removal of personnel as aforesaid, the Agency shall be liable for maintaining and providing the services as per the terms of the contract.
6. If any misappropriation of cash / theft or loss of property of ITEL occurs and the same is found to have occurred due to negligence of personnel by the agency the value of such losses shall be debited to the agency account.
7. Uniform for toll collection personnel should be supplied by the Agency. The uniform shall necessarily bear the name of the employee & designation along with the name of agency or identity card signed by the agency and duly stamped both by the ITEL and the Toll Contractor. A badge bearing the name of employee shall also be displayed on this arm.
8. The agency shall ensure the full strength of personnel required at the designated toll plazas as per the schedule and as specified by ITEL.
9. The agency shall impart customer relationship training to all personnel before deployment and also provide periodic refresher trainings.
10. The agency shall ensure that the candidates report to duty at the designated plaza 15 minutes prior to commencement of duty time. All transport charges to reach the designated plazas to be borne by Agency.
11. The selected agency shall arrange suitable accommodation for the personnel near the project site.
12. During the course of operations, if any personnel is found inefficient, the person should be replaced within 24 hrs from the time of intimation by ITEL.

13. The ITEL or officer in charge shall be at liberty to require the Agency to remove from the such person who in the opinion of the ITEL, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose presence at the toll is considered undesirable or is a nuisance to passengers or traffic generally.
14. Shift wise duties of the staff at Toll Collection Booths will be decided by the Agency, in consultation with the ITEL for the round the clock supervision of the Toll Plaza / Toll Collection Booths activities.
15. The personnel deployed by the Agency shall not misconduct / misbehave with the members of public and shall observe strict discipline and decency in their behaviour.
16. The ITEL shall not be responsible or liable in any manner for any misconduct or misdeeds or any act or incident involving the Agency or any of its personnel in any criminal or civil case.
17. Agency specially agrees that the personnel deployed by it, will not in any way claim employment with ITEL and that he will clarify to them accordingly at the time of their appointment only. It is agreed that they are not employees of ITEL. The Agency shall be solely responsible for any dispute raised by the personnel deployed either during the term of the contract or thereafter. If any such incident takes place, the Agency shall forthwith intimate the said incident to the ITEL and alone be responsible for consequences such as claims, cost, expenses etc. arising there from.
18. Notwithstanding anything contained herein Agency also undertakes to indemnify and keep indemnified the ITEL against all losses suffered or likely to be suffered, including but not limited to the expenses / costs incurred by the ITEL for defending any claim against it.
19. In all circumstances it is clearly understood by the parties that the personnel deployed by the Agency shall have no connection whatsoever with the ITEL and the relationship of Employer and Employee shall be only between the Agency and the personnel deployed by him. The Agency as Employer shall be solely responsible and liable for complying with statutory liability for welfare of the employees such as ESI, EPF, wages, bonus, medical leave etc.
20. The agency shall maintain all statutory records and requirements instructed by the Parliament, Legislative Government, PF, ESI, Gratuity, Bonus, GST, labour and other Statutory Authorities.
21. The Toll collectors and Lane assistant should have a minimum qualification of 12th standard and should have a good computer knowledge.
22. The Toll Supervisor should be a Graduate (minimum Qualification) and should have a good knowledge of Computer operations.
23. If any defrauding is noticed among the toll agency staff, necessary police complaint has to be filed against the person and strict criminal action has to be taken against the person by the agency himself and the person has to be removed from the duty immediately. In such cases, in addition to stipulation of the penalty clause , an additional penalty of Rs.10,000/- per day, will be imposed for defrauding by the toll staff of the agency.

24. The staff involved in defrauding/misbehaviors etc should be removed from the duty permanently and should not be deployed again at any cost.
25. The management level staff of the agency should inspect the site once in a week and should report to the Sr.Manager (P,O&M) at his office at Perungudi.
26. The agency will be held responsible for any damages to the toll structures and any sort of damages to the toll vehicles due to the wrong operation of the boom barrier arm and the necessary damages rectification cost will be deducted form the agency's monthly bill.
27. There should not be any OT (over time) duties by the agency staff at any situations. Incase of any OT duties, that will not be considered for payment and additional penalty of Rs.10,000/- per duty will be imposed.
28. Toll collectors should have a uniform (Pant & Shirt without pockets), personal belonging should be kept in their allotted cupboard.
29. Toll collectors should always wear uniform and ID card with authorized signature upon failure penalty clause will be imposed.
30. Duty roster should be maintained in biometric for all the toll collectors on daily basis, which should be approved by the ITEL officials.
31. Training for the toll collectors should be given for minimum 3 days and should be reported to the ITEL officials for regular duty.
32. Exempted vehicles should be followed as per the list provided by ITEL and any wrong entries of exempted vehicles are liable on the agency.
33. Surprise inspection should be made at Night and Day duties at toll plazas by the agency to have control over the toll collectors and should be reported to the ITEL officials.
34. Part time employees ( College / School students) should not be engaged as Toll Collectors.
35. No Toll Collectors should be absent without prior permission of the site-in-charge of ITEL and if required the replacement has to be planned and provided by the agency in advance.
36. In case of any issues in the toll transaction, exemption, the same should be communicated immediately to the toll office through siren, intercom, security and through toll supervisor.

**Payment Terms:**

The monthly bill for provision of Toll collection personnel should be submitted along with proof for payment of PF, ESI and any other statutory payments. The Payment of monthly claim bill will be made upon certification from the Plaza Officials.

In case of non payment of such statutory dues by the Agency, the ITEL on being brought to its notice by any appropriate authority and on its prima facie satisfaction about such claim, shall be entitled to appropriate the amount of the performance security or amount payable towards service rendered towards such dues without any reference to or consent of the Agency and pay such to appropriate authority or as may be called upon by the appropriate authority. The Agency shall replenish the performance security within 7 days of the notice by the ITEL failing which the contract shall be liable to be terminated.

The Agency shall be responsible for paying wages and all other dues/commitments to the contracted personnel provided by them as per agreed terms before 5<sup>th</sup> of every month.

**Indemnification:**

The Agency shall indemnify ITEL from all liabilities including any injuries, accidents or any other incident involving (to/by) the toll collection personnel.

**Special Conditions:**

1. This agreement with the selected agency shall be terminated by either party by giving two months advance notice in writing.
2. Agency is responsible for Traffic Management / Traffic Safety along the work front.
3. Rate shall include labour charges, vehicle hire charges & its running and maintenance cost, consumables, Agency's overheads and profits etc., No extra cost over the BoQ quoted Rates shall be paid.
4. 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. IT Expressway Ltd" as appropriate 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 ITEL. 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.
5. 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.
6. The Bidder should have a valid **GST, ESI / EPF code**. 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** before the commencement of work.
7. **Performance Security:** The successful bidders shall submit within 7 (Seven) days from the Date of issue of Letter of award/ work order, **2% of the accepted contract value as Performance Security** by way of Crossed Demand Draft drawn on any Nationalized Bank in favour of "M/s. IT Expressway Ltd" as appropriate Payable at **Chennai** / in the form of DD or Bank Guarantee valid for 13 months from the date of issue which shall be refunded without interest on successful completion of Contract.
8. TDS for IT as per rules will be deducted while making payment of the bills.
9. If the Agency fails to commence the work within seven days from the date of commencement or the performance of the work is not found satisfactory, ITEL reserves the right to rescind the contract and forfeit the Performance Security submitted.
10. ITEL reserves the right to accept any bid, reject any or all bids without assigning any reasons thereof.

11. Escalation will not be allowed during the 1<sup>st</sup> year of Contract period and escalation will be eligible for 2<sup>nd</sup> year only.
12. The Agency 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.
13. The Agency shall submit a valid insurance 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.
14. The site incharge or his authorized representative will check the Agency's work during the course of execution or subsequently and any defects found shall be informed to the Agency during rectification / removal of such defective work.
15. No land shall be provided by ITEL for labour camp etc and the Agency has to make his own arrangements for the same.
16. The Agency shall work in association with existing Works Agency and any work activity within the jurisdiction of Works Agency should be liased on at his own level. ITEL shall make earnest efforts to resolve any such matters. The Agency shall not quote any reasons for his delay in the progress of work due to the work activity involved in the jurisdiction of Works Agency nor seek any extension out of this.
17. At any point of time, if any discrepancy noticed in respect of Agency's resource deployment or work, as in the opinion of Engineer-in-charge, ITEL shall reserve the rights to get the work done from other agencies or its own at the cost & risk of works Agency.
18. Employer may foreclose the contract at any point of time as per the convenience without assigning any compensation.
19. The bidders may obtain any further information, if desired from the following address:

**M/s. IT Expressway Ltd.( ITEL),**

No.171, II Floor, Tamil Nadu Maritime Board Building,

South Kesavaperumal Puram,Pasumpon Muthuramalingam Road,

(Near Greenways Road MRTS Station),Raja Annamalai Puram, Chennai 600 028

**Phone No.:** + 91-44-2495 2800 / 3800 &

**Fax No.** : + 91-44-2493 3800

**E-Mail** : tenders@tnrdc.com

**Web** : www.tnrdc.com

**Breakup details for persons to be deployed for Toll collection**

S.No	Location	Lane Assistant (Nos)	Toll Collector (Nos)	Toll Supervisor (Nos)	Total (Nos)
1	Seevaram Plaza	8	36	5	49
2	Thoraipakkam Plaza	6	24	3	33
3	Medavakkam	4	15	3	22
4	ECR link road Plaza	2	12	3	17
5	Egattur Plaza	5	18	3	26
<b>Total Nos</b>		<b>25</b>	<b>105</b>	<b>17</b>	<b>147</b>

# **Section IV Contract Data**

## SECTION IV CONTRACT DATA

Item	Clause Reference from GCC
The following documents are also part of the contract and enclosed as Appendix	2.3
<p><b>The Employer is :</b></p> <p><b>M/s. IT Expressway Ltd, (ITEL),</b>  No.171, II Floor, Tamil Nadu Maritime Board Building,  South Kesavaperumal Puram,Pasumpon Muthuramalingam Road,  (Near Greenways Road MRTS Station),Raja Annamalai Puram, Chennai 600 028  Phone No.: 91-44-2495 2800 / 3800 &amp;  Fax No. : 91-44-2493 3800  E-Mail: tenders@tnrdc.com  Web :www.tnrdc.com</p> <p>Name of Authorised Representative : <b>Chairman and Managing Director / (ITEL)</b></p> <hr/> <p><b>Engineer is :</b></p> <p><b>IT Expressway Ltd, (ITEL),</b>  No.171, II Floor, Tamil Nadu Maritime Board Building,  South Kesavaperumal Puram,Pasumpon Muthuramalingam Road,  (Near Greenways Road MRTS Station),Raja Annamalai Puram, Chennai 600 028  Phone No.: 91-44-2495 2800 / 3800 &amp;  Fax No. : 91-44-2493 3800  E-Mail: tenders@tnrdc.com  Web :www.tnrdc.com</p> <p>Name of Authorised Representative : <b>Chief General Manager (ITEL)</b></p>	1.1
<p>The name of the Contract is :</p> <p><b>“Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)”</b></p>	1.1
The Start Date shall be the date of effect of Contract Agreement	1.1
Intended Completion Date: <b>02 Years</b> from the Date of effect of Contract Agreement	1.1,16,26
The <b>Site Possession Date</b> shall be the date of effect of commencement of work / Start Date	20
<b>The Site is “All Toll plazas at Rajiv Gandhi Salai(OMR)”</b>	1
The language of the Contract Document is <b>English</b>	3
The law which applies to the Contract is the <b>law of Union of India</b>	3
The currency of the contract is <b>Indian Rupees</b>	43



<p><b>Retention Money :-</b></p> <p>In each Bill, @ 5% of the value of each bill will be withheld and the withheld amount will be refunded to the agency along with the Final Bill. The maximum amount of Retention money to be with held is restricted up to 5% of the contract value</p>	39.3
<p>Performance Security shall be of <b>2%</b> of the Contract price as stated in the Letter of Award/ Work order, valid for <b>13 Months</b> from the date of effect of Agreement. If the Performance security is in the form of Bank Guarantee, the same shall be valid for a period of 13 months from the date of issue of Bank Guarantee. However, the successful bidder shall furnish fresh Performance Security every year for the escalated contract value valid for <b>13 Months</b> from the date of issue.</p> <p>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.</p>	48
<p><b>Termination:-</b></p> <p>In case the selected agency fails to satisfy the requirements 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 provide the deficit staffs for that particular stretch. 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 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.</p>	54

# **Section V**

# **Bill of Quantities**

**Bill of Quantities for works**  
**(BOQ)**

**A. Preamble**

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

## Appointment of Service Agency for Toll Collection in all Toll plazas at Rajiv Gandhi Salai (OMR)

### Bill of Quantities

S.No	Description of Resources	No. of Personnel to be deployed for 3 shifts	Unit/Shift	Rate(Rs) per month exclusive of GST		Amount (Rs) per Month exclusive of GST	Amount (Rs) per Annum exclusive of GST
				In Figures	In Words		
1	Toll Collector	105	Per Month / 8Hrs				
2	Toll Supervisor	17	Per Month / 8Hrs				
3	Lane Assistant	25	Per Month / 8Hrs				
Total Amount (Rs)/ Annum exclusive of GST							

(Rupees \_\_\_\_\_ Only)  
exclusive of GST