



**“APPOINTMENT OF MARKETING  
CONSULTANTS FOR GENERATING REVENUE  
TO ITEL BY MARKETING THE  
ADVERTISEMENT SPACE AVAILABLE IN  
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

***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)***

## **“APPOINTMENT OF MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI (OMR)”**

### **SCHEDULE OF BIDDING PROCESS**

Period of Issue of Tender Document	<b>03<sup>rd</sup> February, 2020 to 4<sup>th</sup> March, 2020</b>
Bid Document Price	<b>Rs.16,800/- DD in Favour of M/s. IT Expressway Limited (ITEL), payable at Chennai</b>
Earnest Money Deposit (EMD) / Bid Security	<b>Rs. 9,38,000/- DD in Favour of M/s. IT Expressway Limited (ITEL), payable at Chennai</b>
Last Date and Time for Receipt of Bids	<b>5<sup>th</sup> March, 2020 at 15.00 Hrs</b>
Bid Opening Date and Time	<b>5<sup>th</sup> March, 2020 at 15.30 Hrs</b>

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

**“APPOINTMENT OF MARKETING CONSULTANTS FOR  
GENERATING REVENUE TO ITEL BY MARKETING THE  
ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI  
SALAI (OMR)”**

## **CONTENTS OF BID DOCUMENTS**

<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



## **IT EXPRESSWAY LTD.**

### **NOTICE INVITING TENDER**

**Tender Notice No: ITEL/CD/05/2020**

**Date: 29.01.2020**

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 **05<sup>th</sup> March 2020 upto 3.00 PM.**

S. No.	Description of Works	Minimum Targeted Generation of Annual Revenue (Rs)	EMD / Bid Security value (Rs)	Period of Engagement
1	Appointment of Marketing Consultants For Generating Revenue To ITEL by marketing the Advertisement Space available In Rajiv Gandhi Salai, (OMR)	937.97 Lakhs	9,38,000/-	03 Years

Bid document can be obtained between **10.00 hrs and 17.00 hrs** on all working days from **03<sup>rd</sup> February 2020** to **04<sup>th</sup> March 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 (both Technical and Financial Bid in the same envelope)**

Sealed bids should reach at the following address not later than **15.00 hrs** on **05<sup>th</sup> March 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 MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI (OMR)”**

The expected **Minimum Annual Revenue (MAR) to be generated from Marketing of the Advertisement space is Rs. 937.97 Lakhs**

The successful bidder will have to achieve realisation of the quoted Annual Revenue on quarterly basis for ITEL and identify clients to advertise in the assets of ITEL. However, carrying over of advance realisation of revenue will be permitted to its subsequent quarters of the year, for quarterly target of Quoted Minimum Annual Revenue.

- 1.1.2 The successful bidder shall provide requisite assistance and co-operation towards execution of Contract Agreement between client(s) and ITEL.
- 1.1.3 The successful bidder will be engaged as a Consultant for the purpose of this tender for a period of **03 Years commencing from the date of execution of the Contract Agreement. The escalation on the Quoted Minimum Annual Revenue is minimum 5% per annum for ITEL.**

##### **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:

- **To be engaged as Marketing Consultants For Generating Revenue To ITEL By Marketing Advertisement Space Available In Rajiv Gandhi Salai (OMR)**

The details of the work are as follows:

<b>Description of Works</b>	<b>Minimum Annual Revenue (Rs)</b>	<b>EMD / Bid Security value (Rs)</b>	<b>Period of Engagement</b>
Appointment of Marketing Consultants For Generating Revenue To ITEL by marketing the Advertisement Space available In Rajiv Gandhi Salai, (OMR)	<b>937.97 Lakhs</b>	<b>9,38,000/-</b>	<b>03 Years</b>

- The revenue realised against the existing agreements for the listed assets will be considered proportionally for Quoted Minimum Annual Revenue purpose till the date of expiry of those agreements for the first year. However, the bidder shall quote for the entire list of assets specified in Appendix -IV

## **Section I: Instructions to Bidders**

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- The bidder shall quote for all the assets specified in Appendix – IV and any additional advertisement space assets can be created by the successful bidder only after obtaining approval from the Employer and **the additional revenue thereon will not be considered for the Quoted Minimum Annual Revenue purpose**. However, the **commission on the additional revenue from the newly created assets will be paid at 8%** by the employer on its realisation on quarterly basis.
- The Bidder shall collect and deposit the revenue with ITEL from the concerned clients as per the terms of the Contract Agreement between ITEL and the clients. Interest on delayed/irregular payments (if any) shall also be collected by the selected bidder from the clients by stipulating relevant clauses of the agreements and remit the same to ITEL.
- If the selected bidder fails to generate and realise the Quoted Minimum Annual Revenue to ITEL, the differential shortfall should be remitted by the bidder on quarterly basis or the same will be recovered by invoking the bank guarantee of the Consultant.
- Other works and services as may be indicated in the contract.

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 marketing/advertising agency business /related work during the last three years. The bidder must provide proof of experience from the client and shall also 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 (Gol), Government of Tamil Nadu (GoTN), other State Governments or any other agencies and/ or Statutory Authorities.

The Consultant is expected to maintain high level of professional ethics & will not act in any manner, which is detrimental to ITEL's interest. The Consultant 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 marketing/ advertising 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 litigation or arbitration 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.

- 3.1.1 Deleted

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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 marketing/advertising related business 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;

3.3 The Qualification will be based on the bidder who meet the above mentioned criteria with respect to general and particular experience, financial position, personnel, and equipment capabilities and other relevant information as given by the applicant in the required format. The bidder shall provide supporting documents duly certified by auditors/clients, as applicable.

### **3.4 Experience and Turn Over**

The bidder shall provide documentary evidence of having been actively engaged as Marketing/advertising consulting of similar nature during the last three years. The average turnover during the last 3 years i.e. financial year 2016-17, 2017-18 & 2018-19 should be greater than the Minimum Annual Revenue as mentioned in the Notice Inviting Tender (NIT).

## **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



## **Section I: Instructions to Bidders**

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- (c) Section III Conditions of Contract
  - (d) Section IV Contract Data
- 6.2 The Bidder is expected to examine carefully all instructions, qualification information, Conditions of Contract, Contract Data, forms, 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**

- (i) Bidder's qualification, other information and supporting documents of Clause 2 and 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
- 11.1 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 boundless and in loose papers.**
- 11.2 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.
- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### **13. Currencies of Bid and Payment**

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

**All payments shall be paid in Indian Rupees only.**

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**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 **IT Expressway Ltd (ITEL)**, RA Puram, Chennai – 600 028 on or before **15.00 hrs on 5<sup>th</sup> March, 2020** along with EMD/ Bid security DD for an amount of **Rs. 9,38,000/- (Rupees Nine Lakhs Thirty Eight Thousand Only)** in the form Of Demand Draft drawn in favour **M/s. IT Expressway Limited (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 (if any) as indicated in the specifications.

**Alternate proposals will not be considered.**

**17 Format and Signing of Bid**

- 17.1 Only relevant supporting documents shall be submitted along with the Bid. Documents furnishing additional information other than that is required as per Bid Document, if any, shall be submitted separately under separate heading, which may not be considered for evaluation.
- 17.2 The entire Bid including covering letter, Bid Document and supporting documents shall be duly page numbered and shall contain a detailed table of contents with page references.
- 17.3 The person or persons signing the Bids shall initial all pages of the Bids.
- 17.4 The Bidder shall prepare and submit the bid comprising the Bid Document and other relevant document bound as described in Clause 11.
- 17.5 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 17.6 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 17.7 The Bidder shall furnish information as described in the Form of Bid and Qualification on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- 17.8 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be printed below their dated signatures.

## **D. SUBMISSION OF BIDS**

### **18. Sealing and Marking of Bids**

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

**Chief General Manager**

**IT Expressway Ltd (ITEL),**

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

and

- (b) bear the following identification:

**Bid for “Appointment Of Marketing Consultants For Generating Revenue To ITEL By Marketing the Advertisement Space Available In 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 5<sup>th</sup> March, 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 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.
- 21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 21.3 No bid may be modified after the deadline for submission of Bids failing of which shall result in rejection of the bid and forfeiture of the Bid Security / EMD.

## **E. BID OPENING AND EVALUATION**

### **22. Bid Opening**

- 22.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 19, in the presence of the Bidders or their

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authorised representatives who choose to be present at **15:30 Hrs on 5<sup>th</sup> March, 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 Envelopes marked "**WITHDRAWAL**" shall be returned first. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein will be read out in appropriate detail on the same day of bid opening.

22.4 No bid shall be rejected at Bid opening except for late bids pursuant to Clause 20 and conditional bids. Bids [and modifications pursuant to Clause 21] that are not opened and read out at Bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to Bidders.

### **23. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

### **24. Clarification of Bids**

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. 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 higher of the two will prevail.

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- 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.

## **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 highest 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**

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 Highest. The **Highest (H1)** bidder will be called for negotiation on the higher side on their quote. If the highest bidder is not responding for further negotiations or if the contract is terminated due to the default on part of the Consultant, The Employer reserves the right to negotiate with any of the eligible bidders who is willing to take up the work at the H1 quoted rates or to offer a further negotiated, High Quote.

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

Employer reserves the right to appoint other Consultants for “**Appointment of Marketing Consultants For Generating Revenue To ITEL by marketing the Advertisement Space available In Rajiv Gandhi Salai, (OMR)**” or part of this work / contract and any other works that the Employer may decide.

If at any point of time, before or after the signing of the contract agreement, the Bidder shall be liable for disqualification/suspension/termination and forfeiture of Bid Security /Performance Security, if any inconsistency is found in the litigation history/arbitration/blacklisting data as stated in the Bidder's Proposal or if the bidder is identified of having committed Misrepresentation of facts or hiding of facts that degrade the standard and efficiency of the bidder for the purpose of bid winning and liquidated damages will be levied as decided by ITEL.

### **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, 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

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letter. This letter 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 the following 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 any Nationalised Bank/ Scheduled Bank acceptable to the Employer in the form as given in Section II for an amount equivalent to **25% of the quoted Minimum Annual Revenue for ITEL** in accordance with Clause 48 of Conditions of Contract. The Performance Security for works shall be valid for a period of **13 Months** from the date of bank guarantee. The Bidder shall furnish **fresh performance security** for the **escalated Minimum Annual Revenue** for **each subsequent years** with **validity period of 13 months** as per the terms and conditions of the Contract. The bidder should maintain the facility in acceptable condition for the 03 years of contract period.

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 commission amount per quarter will be withheld and the withheld amount will be refunded to the Consultant along with the Final Bill. The maximum amount of Retention money to be with held is restricted up to 5% of the quoted minimum annual revenue for ITEL and will be refunded during the commission paid during the last quarter of the year.

## **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

Agreements shall be executed between the successful Bidder and ITEL

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

## **Section I: Instructions to Bidders**

### **ITEL**

- 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 Consultant fails to achieve the realisation of the quarterly income out of the quoted minimum annual revenue for ITEL as per the conditions stipulated in the Bid Document, then the Employer, at its sole discretion is entitled to invoke the Bank Guarantee until the differential short fall is made in the next quarter. Also, the employer at its sole discretion is entitled to terminate this contract at the '**Risk and Cost**' of the selected Consultant and to employ such other Consultant(s) to carry out the works or as a stop gap arrangement / for the remaining period of contract and recover the Cost from the Consultant or invoke Bank Guarantee. In case, if the Consultant fails to achieve the minimum quoted revenue till the end of the fourth quarter, the loss incurred by the employer for that year of the contract period, will be recovered from the Consultant. In case if the selected Consultant fails to pay the above loss, the same will be recovered by invoking the Bank Guarantees and retention money of the Consultant.

# **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, (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

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 MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN 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, (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

**Dear Sir,**

1. I, the undersigned, do hereby certify that all the statements made in the application and attachments thereto are true and correct.
2. The undersigned also hereby certifies that neither our firms M/s..... nor any of its constituent partners have abandoned any work awarded to us by any Agency in India nor any contract awarded to us for such works has been rescinded, during last three years prior to the date of this application.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders. The undersigned further undertakes 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, (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

Dear Sir:

Sub: **“APPOINTMENT OF MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI (OMR)”**

Having examined the Bid Document including Notice Inviting Bids, Instructions to Bidders, forms, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexure and Addenda for the execution of the above named works, we, the undersigned, offer to Generate Minimum Annual Revenue for ITEL as mentioned below in conformity with the said Bid Document.

The Minimum Quoted Annual revenue for ITEL for the sum of **INR** \_\_\_\_\_  
**(Indian Rupees in words)** \_\_\_\_\_)

**excluding GST** in accordance with the said Bid Document and shall show realisation of the quoted and accepted Minimum Annual Revenue for ITEL and agrees to pay any short fall in revenue realisation as listed below within ten (10) days from the ending of the respective Quarters:

1st Quarter	20 % of the quoted and accepted Minimum Annual Revenue
2nd Quarter	25 % of the quoted and accepted Minimum Annual Revenue
3rd Quarter	30 % of the quoted and accepted Minimum Annual Revenue
4th Quarter	25 % of the quoted and accepted Minimum Annual Revenue

We undertake, if our Bid is accepted, to commence the works instantly on the execution of the Contract Agreement.

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 generate the quoted Minimum Annual Revenue **with an escalation @ minimum 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 (if applicable) 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. Confirmation Letter**

(Letterhead paper of the Contractor)

To:

[Name and address of the Employer)

Dear Sir,

**Subject : “APPOINTMENT OF MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI Salai (OMR) ”**

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

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

We undertake to provide you unconditional Bank Guarantee/ DD towards Performance Security and additional security for unbalanced bid as per the agreed format within the prescribed date as per the Instructions to Bidder and Conditions of Contract of the Bid Document.

Yours faithfully,

Authorized Signature:  
Name and Title of Signatory:  
Name of Agency:

**6. BANK GUARANTEE FOR PERFORMANCE SECURITY**

BG No ..... dated .....2020

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

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

WHEREAS vide the Letter of Award / Work Order No..... dated ..... to **M/s.....**, a Company incorporated under the Companies Act, 1956, having its Registered Office at.....(address) (hereinafter referred to as “ the **Consultant**” 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. (ITEL)**, 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 MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI (OMR)**” (hereinafter referred to as “**The Contract**”)

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you a Performance Guarantee, within 7 days on receipt the Letter of Award/ work order by a Scheduled / Nationalised Bank, for the sum specified therein as security for compliance with the Consultant’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 Consultant’s obligations under the contract.

NOW THEREFORE we hereby affirm that we as the Guarantor are responsible to you on behalf of the Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 bank guarantee.

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 .....

Note:-

1. This guarantee has to be furnished by a Nationalised Bank / Scheduled Bank Authorised by RBI to issue a Bank Guarantee. ITEL reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
2. The stamp papers should be purchased in the name of Bank executing the guarantee.
3. In the case of foreign bidder the B.G may be furnished by an international reputed Bank acceptable to the ITEL /RBI.
4. Any deviation in this format will not be acceptable.

**7. FORMAT FOR CONTRACT AGREEMENT**

This Agreement, made the \_\_\_\_ day of \_\_\_\_\_, 2020 between **IT Expressway Ltd. (ITEL)**, a Company incorporated under 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 called “the **Employer**”) which expression shall unless the context otherwise requires, include its successors and assigns of the First Part

And

**M/s.**\_\_\_\_\_ **having its Registered Office at** \_\_\_\_\_ (Hereinafter called “the **Consultant**”) a Company incorporated under the Companies Act, 1956 which expression shall unless the context otherwise requires, include its successors and assigns of the Other Part.

WHEREAS

The Employer is desirous in executing certain works by the **Consultant**, viz. **“GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI (OMR)”** (hereinafter called “the **Works**”) and the Employer has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Quoted Minimum Annual Revenue of **Rs. -----/- (Rupees \_\_\_\_\_ Only) excluding GST for a period of 3 years from the date of commencement of services subject to escalation @ minimum 5% per annum** during each subsequent year.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Conditions of Contract (including Special Conditions of Contract)
  - ii) Letter of Award / Work Order and Confirmation Letter
  - iii) Negotiated offer Letter and Letter of Financial bid
  - iv) Instructions to Bidders
  - v) Performance Security
  - vi) Any other document listed in the Contract Data / Bid Document as forming part of the contract (addendum and clarifications).
3. The **Consultant** agrees to show realisation of the quoted and accepted Minimum Annual Revenue from the clients and agrees to pay any short fall in revenue realisation as listed below within ten (10) days from the ending of the respective Quarters:

1st Quarter	20 % of the quoted and accepted Minimum Annual Revenue
2nd Quarter	25 % of the quoted and accepted Minimum Annual Revenue
3rd Quarter	30 % of the quoted and accepted Minimum Annual Revenue
4th Quarter	25 % of the quoted and accepted Minimum Annual Revenue



4. The Consultant agrees to generate the quoted Minimum Annual Revenue with an escalation @ minimum 5% per annum during each subsequent year till the end of the total 03 year contract period.

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

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

**WITNESSES:**

On behalf of <b>Ms. IT Expressway Ltd.</b> RA Puram, Chennai	On behalf of the Consultant
1.	1.
2.	2.

**Binding Signature of the Employer:-**

---

**Binding Signature of the Consultant:-**

---

# **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 Consultant dated accepting the Letter of Award/ Work Order issued by the Employer.

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

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

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

The **Minimum Annual Revenue** is the price stated in the Letter of Award / Work Order to be generated by the successful Consultant on quarterly basis directly to ITEL from the client (subject to escalation @ minimum 5% per annum during each subsequent year) and thereafter as adjusted in accordance with the provisions of the Contract.

**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 Consultant 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 Consultant 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), RA Puram, and Chennai – 600028.

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

**Works** means **"GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI, (OMR)"**

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

**Letter of Award / Work Order** is the letter issued by the Employer to the Consultant containing the Initial Minimum Annual Revenue 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 Consultant 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 Consultant to carry out as part of this Contract and shall refer to “**GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN 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 documents 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. Contract Agreement
  - b. Conditions of Contract (including Special Conditions of Contract)
  - c. Contract Data
  - d. Letter Of Award/Work Order, Confirmation Letter & Notice to proceed with the works
  - e. Instructions to Bidder
  - f. Negotiated offer Letter, Letter of Financial Bid; Priced Bill of Quantities
  - g. Performance Security
  - h. Technical Specifications and Drawings
  - i. Any other document listed in the Contract Data/ Bid Document as forming part of the contract (including addendum and clarifications if any)

## 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 Consultant 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 Consultant.

## 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 Consultant shall not, without the prior written consent of the Employer assign the contract or any part thereof or any benefit or interest therein or there under.

The Consultant shall not sub contract the works. Except where otherwise provided by the Contract, the Consultant shall not sub contract any part of the works, without the prior written consent of the Employer. Any such consent shall not relieve the Consultant from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub Consultant, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Consultant, his agents, servants or workmen.

Provided that the Consultant 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 Consultant

- 8.1 The Consultant shall cooperate and share with the other consultants/agencies, public authorities, utilities, and the Employer and his representative between the dates given in the Schedule of the other consultants/agencies. The Consultant shall also provide facilities and services to them as may be necessary for smooth coordination. The Employer may modify the schedule of other consultants/agencies and shall notify the Consultant of any such modification.
- 8.2 Pursuant to the above, the Consultant hereby agrees and acknowledges that the Employer is well within their right to appoint other Consultant for **“FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI, (OMR)”** a part of this work / contract and any other works that the Employer may decide. The Consultant acknowledges that the Employer has no liability whatsoever towards the Consultant in this regard and that the Consultant will, unconditionally and without any financial charge, extend all necessary assistance and cooperation to the Employer and other Consultant(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 Consultant 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 Consultant to remove a person who is a member of the Consultant's staff or his work force stating reasons, the Consultant 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 Consultant 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 Consultant's Risks and liabilities**

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

**12. Consultant'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 Consultant.
- 12.2 The employer will provide necessary assistance as far as possible to the Consultant 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 Consultant shall be liable to pay such fee or deposits to the concerned authorities as may be necessary. The Consultant shall at its own cost obtain necessary electricity connection in ITEL's name as and when required.

**13. Insurance**

- 13.1 The Consultant shall provide, in the joint names of the Employer and the Consultant, insurance cover from the start Date to the completion date, 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 Consultant 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 Consultant 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 Consultant 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 Consultant does not provide the policies and certificates as required, the Employer may effect the insurance which the Consultant should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Consultant 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 Consultant 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. Consultant to undertake the Works**

- 15.1 The Consultant 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 Consultant 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 Consultant is responsible for the safety of the road users. The Consultant 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 Consultant 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 Consultant and to the satisfaction of the Employer.

In case of default by the Consultant, 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 Consultant.

- 18.4 The Consultant 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 the selected Consultant's methods of operation.

- 18.5 During continuance of the contract, the Consultant 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 Consultant 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 Consultant in accordance with the Contract Data.
- 20.2 The Consultant will co-ordinate with service provider / concerned authorities for shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This includes getting estimates, initial and frequent follow-up with concern authorities. However, the cost of shifting shall be borne by the employer. The Consultant will not be entitled for any additional compensation for delay in shifting of utilities and removal of encroachments by the service provider/ local bodies/concern authorities.
- 20.3 The Consultant shall be entitled to the possession of list of assets mentioned in Appendix IV of the bid document and shall be able to sell the advertising space of the assets that are vacant right from the date of site possession and the Consultant will be entitled to possess the pre occupied advertising spaces on the expiry of the existing agreement period.

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

- 21.1 The Consultant 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 Consultant 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 was either outside the authority given 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 three year contract period at its sole discretion.

## 27 & 28 Deleted

## 29. Early Warning

- 29.1 The Consultant is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the generation of the requisite annual revenue.
- 29.2 The Consultant 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

## 34.0 Quote for Minimum Annual Revenue:-

- 34.1 The Consultant shall generate a Minimum Annual Revenue to ITEL as follows:-

The Minimum Annual revenue for ITEL for the sum of INR 9,37,97,000/- (Rupees Nine Crores Thirty Seven Lakhs Ninety Seven Thousand Only) **excluding** Goods and Service Tax (GST) and any other taxes/duties as applicable in accordance with the said Bid Document (subject to escalation @ minimum 5% per annum during each subsequent year).

The Consultant shall show realisation of the quoted and accepted Minimum Annual Revenue for ITEL and agrees to pay any short fall in revenue realisation as listed below within ten (10) days from the ending of the respective Quarters:

1st Quarter	20 % of the quoted and accepted Minimum Annual Revenue
2nd Quarter	25 % of the quoted and accepted Minimum Annual Revenue
3rd Quarter	30 % of the quoted and accepted Minimum Annual Revenue
4th Quarter	25 % of the quoted and accepted Minimum Annual Revenue

- (i) The Consultant will have to achieve realisation of the quoted Annual Revenue on quarterly basis for ITEL and identify clients to advertise in the assets of ITEL. However, carrying over of advance realisation of revenue will be permitted to its subsequent quarters of the year, for quarterly target of quoted Annual Revenue.

- (ii) The Minimum Quoted Annual revenue for ITEL should be **excluding GST**
- (iii) The realisation of the revenue pursuant to clause 34.1 above, shall be generated to the Employer not later than the 10th day from the ending of the respective quarters for which it is due directly from the clients to ITEL as appropriate. Failure of the same / the differential short fall shall be recovered from the Consultant by invoking the Bank Guarantees for the first time of default by the Consultant. Repeated default on the part of the Consultant shall lead to the termination of the contract.

**34.2 The Quote for Minimum Annual Revenue (including the pre occupied assets) for the work should be submitted along with the bid in the single cover.**

**Realisation of pre-occupied assets of ITEL, will be considered for Minimum Annual Revenue target, proportionately, based on the tenure of the existing agreement.**

**However, the Consultant should identify new clients well in advance and ensure that there is no gap in occupancy of the assets. If there is any loss, due to delay in identifying the clients will have to be borne by the Consultant based on the last agreement rates.**

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

**39. Payment / Commission to the successful Consultant**

- 39.1 The payment / the Commission payable to the Consultant by the employer will be paid @ **7.5% ( plus applicable taxes) on the actual realization of the advertisement income** generated out of new executed agreement entered by the Consultant and if income generated in excess and above the quoted minimum annual revenue through the listed / permitted list of assets may be paid @ **10% (plus applicable taxes) for the additional revenue generated on annual basis**. However, **1.50% commission will be paid for collection of revenue from existing clients till the expiry of the existing agreements**. Any new assets for advertisement can be created by the Consultant only after obtaining written approval from ITEL and the revenue generated out of the newly created assets will not be considered for quoted and accepted Minimum Annual Revenue purpose. However, **a commission @ 8% will be paid for the revenue realized against the newly created assets on quarterly basis**. The Consultant is solely responsible for the collection of revenue from the clients. However, if there is any delay of collection from the scheduled date and its successful realization, thereon, ITEL will charge an interest for the delayed payment. The Consultant has to collect the interest from the client for delayed payments and remit it to the ITEL. In event of failure of the Consultant to collect the payment or interest, the Employer would be within its right to adjust or recover the same from the commission payable to the Consultant or by invoking the performance security of the Consultant.
- 39.2 It is also the responsibility of the Consultant to ensure the collection of all applicable taxes and TDS certificates thereon in appropriate time from the clients / advertisers, failing which, the amount will be adjusted / recovered from the commission payable to the Consultant / invoking the performance security of the Consultant.

Notwithstanding anything contained herein above, the final commission for the additional revenue generated shall be made @ 10% only during the last quarter after making necessary adjustments and tax deductions.

**39.3 Retention Money**

In each Bill, @ 5 % of the commission per quarter will be withheld as retention and the withheld amount will be refunded to the Consultant along with the Final Bill. The maximum amount of Retention money to be withheld is restricted to 5% of the quoted minimum annual revenue for ITEL applicable for that particular year and will be refunded along with the commission payment of the last quarter of the year.

**40 & 41 Deleted**

**42. Tax**

- 42.1 The rates quoted by the Consultant shall be deemed to be exclusive of the Goods and Service tax (GST) and any other applicable taxes/duties/levies as may be levied by Central / State Governments and local bodies entailed towards performance of this Contract.
- 42.2 The Consultant 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, 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 from ITEL 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 any one of the forms as stated above, acceptable to the Employer in the format as given in Section 2 for an amount equivalent to **25% of the quoted minimum annual revenue for ITEL** pursuant to Clause 48.1 above. The Performance Security for works shall be valid for a period of **13 Months** from the date of bank guarantee. The Bidder shall furnish **fresh performance security** for the **escalated Minimum Annual Revenue** for **each subsequent years** with **validity period of 13 months** as per the terms and conditions of the Contract. The bidder should maintain the facility in acceptable condition as stipulated in the Bid document for the Contract Period.

#### **49. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **50. Completion**

- 50.1 The Consultant shall be engaged to carry out the works specified in the Work Order for a period of three 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 Consultant 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 Consultant is made bankrupt or goes into liquidation, other than for a reconstruction or amalgamation.
- (b) When the invoked bank guarantee, on failure of realization of the minimum annual revenue by the Consultant for one quarter is not generated /replaced by the Consultant during the next quarter.
- (c) The Consultant does not maintain a security (performance security, Security against Advance Payment etc) which is required;
- (d) In case of the Consultant has awarded more than 20% of value of works on sub-contract
- (e) The Consultant has defaulted in fulfilling his obligations under this Contract;
- (f) The Consultant has contravened clause 7,8 and 9 of the conditions of contract
- (g) The Consultant has failed to show realization of the expected minimum annual revenue and when there is no bank guarantee to invoke.
- (h) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices or has misrepresented or engaged in hiding of facts 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 of the benefits of the free and open competition."

- 54.3 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause than those listed under Clause 54.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 54.4 Notwithstanding the above, the Employer reserves the right to foreclose the contract at any stage without assigning any reason for such a foreclosure. The Consultant shall not be liable for payment of any compensation, rebate in any form on account of such foreclosure.
- 54.5 If the Contract so terminated, the Consultant 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 Consultant fails to achieve the realisation of the quarterly income out of the quoted minimum annual revenue for ITEL as per the conditions stipulated in the Bid Document, then the Employer, at its sole discretion is entitled to invoke the Bank Guarantee until the differential short fall is made in the next quarter. Also, the employer at its sole discretion is entitled to terminate this contract at the '**Risk and Cost**' of the selected Consultant and to employ such other Consultant(s) to carry out the works or as a stop gap arrangement / for the remaining period of contract and recover the Cost from the Consultant or invoke Bank Guarantee. In case if the Consultant fails to achieve the minimum quoted revenue till the end of the fourth quarter. The loss incurred by the employer for that year of the contract period, will be recovered from the Consultant. In case if the selected Consultant fails to pay the above loss, the same will be recovered by invoking the Bank Guarantees and retention money of the Consultant

## 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 Consultant's default.

**57. Release from Performance**

- 57.1 If the Consultant is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Consultant, the Engineer shall certify that the Consultant has been frustrated. The Consultant 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 Consultant's Liability**

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

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

#### **V Safety Equipments & Loose Tools:**

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

#### **VI Safety Measures to be adhered**

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

**VII List of Safety equipments to be provided by the Consultant**

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 Consultant 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 Consultant.



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

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

- i. That in the capacity of Consultant, 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 Consultant has to pay the wages in accordance with the Minimum Wages Act to all his / their employees.
- iii. That the Consultant 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 Consultant'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 Consultant in his / their code numbers and copy of the remittance challans will be produced. In case, if the Consultant 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 Consultant 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 Consultant 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 Consultant undertake to reimburse the same or the Principal Employer is authorized to deduct the same from the Consultant's dues as payable.
- vii. That the Consultant will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable.

- viii. That the Consultant 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 Consultant and his sub Consultants 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 Consultant 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 Consultant, the Engineer / ITEL shall have the right to deduct any money due to the Consultant including his amount of performance security. ITEL/Engineer shall also have right to recover from the Consultant any sum required or estimated to be required for making good the loss or damage suffered by ITEL.

The employees of the Consultant and the Sub-Consultant 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 / Consultant 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 Consultant.

### **V Contract Labour Welfare**

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

**APPENDIX III**

**Tax Registration Number**

We confirm that our firm/company has valid statutory registration as details below:

- i) GST No. \_\_\_\_\_
- ii) PAN No. \_\_\_\_\_
- iii) ESI No./ Workmen Compensation Policy No. \_\_\_\_\_
- iv) EPF No. \_\_\_\_\_

Advertisement Space -List of Assets and Client Agreement Status -ITEL		
SI No.	List of Assets	Present status of the advertisement
1	FOB 0/315 (VHS)	Existing agreement is effective till 19.03.2020
2	FOB 2/030 (Tidel Park)	
3	FOB 3/625 (YMCA)	
4	FOB 5/285 (Perungudi)	
5	FOB 7/935 (Mettukuppam)	
6	FOB 8/700 (PTC)	
7	FOB 15/025 (Kumaran Nagar)	
8	FOB 16/800 (Semencherry)	
9	FOB 1/305 (Indira Nagar)	
10	FOB 6/390 (Seevaram)	
11	FOB 10/800 (Karapakkam)	
12	FOB 13/000 (Sholinganallur)	
13	FOB 18/800 (Navalur)	
14	FOB 4/590 (Kandhanchavadi)	
15	FOB 0/550 (ECR Link Road)	
16	Canopy Facia - Seevaram Toll Plaza	
17	Double Decker - Seevaram Toll Plaza - LHS & RHS 8 Nos	
18	Bull Nose - 10 No's Seevaram Toll Plaza	
19	Canopy Facia - Medavakkam	Existing agreement is effective till 23.05.2022
20	Canopy Facia -Thoraipakkam	Existing agreement is effective till 15.07.2022
21	Canopy Facia - ECR Link Road	
22	Canopy Facia - Egatur (Navalur) 19/00	Existing agreement is effective till 10.11.2021
23	Planter Strip 0/000 - 03/100 LHS & RHS 50 Nos	Existing agreement is effective till 25.07.2021

SI No.	List of Assets	Present status of the advertisement
24	Lamp Pole kioske - 0/000 to 18/500 (500 no's)	Existing agreement is effective till 14.06.2021.
25	Traffic Island - SRP Tools I&II and Madhyakailash	Existing agreement is effective till 30.06.2022
26	Traffic Island -2/200 - Ascendas Island	Existing agreement is effective till 04.07.2022
27	Cantilever - 0/250	Vacant
28	Cantilever - 1/900	
29	Cantilever - 2/900	
30	Gantry - 0/050	
31	Gantry - 5/100	Existing agreement is effective till 20.11.2020
32	Gantry - 5/250	
33	Gantry - 20/000	Existing agreement is effective till 15.07.2022
34	Sign Board at 19/750 - Unipole at Thalapakatti	Vacant
35	Back lit unipole - double sided - Perungudi	Existing agreement is effective till 01.03.2022
36	Bus Shelters - 25 Nos	Existing agreement is effective till 05.04.2021

# **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>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 <b>Phone: Phone: 044 - 2495 2800, 044 - 2495 3800 ; Fax 91- 44 – 2493 3800</b></p> <p>Name of Authorised Representative : <b>Chief General Manager (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 <b>Phone: 044 - 2495 2800, 044 - 2495 3800 ; Fax 91- 44 – 2493 3800</b></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 MARKETING CONSULTANTS FOR GENERATING REVENUE TO ITEL BY MARKETING THE ADVERTISEMENT SPACE AVAILABLE IN RAJIV GANDHI SALAI, (OMR)”</b></p>	1.1
The Start Date shall be the date of execution of the Contract Agreement.	1.1
Intended Completion Date: <b>03 Years</b> from the Date of execution of the Contract Agreement.	1.1,26
The <b>Site Possession Date</b> shall be the date of commencement of work.	20
<b>The Site</b> is advertisement assets as mentioned in Appendix IV of the bid document in Rajiv Gandhi Salai (OMR)	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 commission will be withheld and the withheld amount will be refunded to the Consultant along with the Final Bill. The maximum amount of Retention money to be withheld is restricted up to 5% of the quoted annual revenue for ITEL and will be refunded during the commission paid during the last quarter of the year.</p>	39.3
<p>Performance Security shall be of <b>25%</b> of the quoted minimum annual revenue for ITEL as stated in the Letter of Award/ Work order, valid for <b>13 Months</b> from the date of bank guarantee. However, the successful bidder shall furnish <b>fresh performance security</b> for the <b>escalated Minimum Annual Revenue</b> for <b>each subsequent years</b> with <b>validity period of 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 Consultant fails to achieve the realisation of the quarterly income out of the quoted minimum annual revenue for ITEL as per the conditions stipulated in the Bid Document, then the Employer, at its sole discretion is entitled to invoke the Bank Guarantee until the differential short fall is made in the next quarter. Also, the employer at its sole discretion is entitled to terminate this contract at the '<b>Risk and Cost</b>' of the selected Consultant and to employ such other Consultant(s) to carry out the works or as a stop gap arrangement / for the remaining period of contract and recover the Cost from the Consultant or invoke Bank Guarantee. In case, if the Consultant fails to achieve the minimum quoted revenue till the end of the fourth quarter, the loss incurred by the employer for that year of the contract period, will be recovered from the Consultant. In case if the selected Consultant fails to pay the above loss, the same will be recovered by invoking the Bank Guarantees and retention money of the Consultant</p>	54,55