

# CORPORATION OF CHENNAI

## ZONAL OFFICE - XIV

**Z.O.XIV.C.NO. E1 /5110/2013**



### **TENDER FOR THE WORK : 32 ROAD WORKS**

STRENGTHING, FORMING AND LAYING ASPHALT ROADS BY PAVER FINISHER IN SARAVANA NAGAR MAIN ROAD, JANAKIRAMAN NAGAR 1ST CROSS STREET, RAJALAKSHMI AVENUE 1ST CROSS STREET, RAJALAKSHMI AVENUE 2ND CROSS STREET, ELLIM NAGAR EAST PARK STREET, ELLIM NAGAR WEST PARK STREET, ELLIM NAGAR SOUTH PARK STREET, RAJALAKSHMI AVENUE 3RD CROSS STREET, RAJALAKSHMI AVENUE 4TH CROSS STREET, SIVA VISHNU STREET, JANAKIRAMAN NAGAR 2ND CROSS STREET, JANAKIRAMAN NAGAR MAIN ROAD, ELLIM NAGAR NORTH PARK, ELLIM NAGAR MANTHOPU 2ND STREET, SARAVANA RAMACHANDRAN NAGAR, SARAVANA NAGAR 1ST STREET, THANIKACHALAM STREET, SEEVARAM 2ND STREET, PANCHAYAT OFFICE ROAD, MANIKODI SRINIVASAN 2ND CROSS STREET, , THIRUVALLUVAR NAGAR 1ST MAIN ROAD, THIRUVALLUVAR NAGAR 3RD MAIN ROAD, THIRUVALLUVAR NAGAR 2ND MAIN ROAD, THIRUVALLUVAR NAGAR 1 TO 5 CROSS STREET, THIRUVALLUVAR NAGAR 6 TO 10 CROSS STREET, SANTHOSH NAGAR, PERUNTHALAIVAR KAMARAJAR NAGAR 1ST CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 2 CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 3TH CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 4TH CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 5TH CR ST DIVISION NO.184,185, & 186 UNIT - 41, ZONE -XIV.

Zonal Officer - *Zone-XIV*

Price: Rs.16,875/- (Rupees. Sixteen Thousand Eight hundred and Seventy five only)

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)



## **TECHNICAL BID DOCUMENTS**

**Z.O.XIV.C.NO. E1 /5110/2013**

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Zonal Officer - *Zone-XIV*

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# **SECTION I**

# **INVITATION FOR BID (IFB)**



**NOTE:** For all the tenders, the tender document can also be downloaded from the websites [www.tn.tenders.gov.in](http://www.tn.tenders.gov.in) or [www.chennaicorporation.gov.in](http://www.chennaicorporation.gov.in). The downloaded tender document shall be submitted without cost of tender document. In case of deviation is found in the tender document submitted by the tenderer from the content mentioned in the websites, his tender shall be liable for rejection at any stage of the contract.

The bidders are requested to upload all related documents through e-tendering online system to the tender inviting authority. (Zonal Officer – XIV, Corporation of Chennai) **well before 3.15 p.m** (as per server system clock) on **28.06.2013**. If the tender is submitted through e-submission

**The Technical bid will be opened on 28.06.2013 at 3.15 PM.**

**The Price bid will be opened on 03.07.2013 at 3.15 PM.**

If due date of tender happens to be Public Holiday, the tenders will be opened on the next Working day.

**Section II**  
**Instruction to bidders**  
**(ITB)**

## **INSTRUCTIONS TO BIDDERS (ITB)**

### **A. General**

#### **1. Scope of Bid**

- 1.1 The Corporation of Chennai invites bids for the construction of works as described in the Bid Data Sheet. The name and identification number of the Contract is provided in the Contract Data.
- 1.2 The successful Bidder will be expected to complete the works by the completion date stipulated in the Contract Data.

#### **2. Eligible Bidders**

- 2.1 A Bidder shall be any Person, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.
- 2.2 The Contractors having registration in the class specified in the tender notice and above in the concerned Department of Corporation of Chennai, or intending Tenderer should be a registered contractor in any of the Centre / State Government Department / Government undertaking are eligible to participate in the Tender. Provisional Registration shall be done for the successful bidder if he is willing to abide by the rules and regulations of Chennai Corporation and on payment of prescribed fees.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 31.1.
- 2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) they or their sister concern have controlling shareholders in common; or
  - (b) they or their sister concern receive or have received any direct or indirect subsidy from any of them; or
  - (c) they or their sister concern have the same legal representative for purposes of this bid; or
  - (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Commissioner regarding this bidding process; or
  - (e) a Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved.

However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

**2.5** No one or non of a firm or company is eligible to participate in the tender if any one of his or any one or more of the director's of a firm or company is a blood relative of any one of an employee or a public representative of Corporation of Chennai.

### **3 Qualification of the Bidder**

**3.1** All Bidders shall provide in Section 3, a preliminary description of the proposed work method and schedule, as necessary.

**3.2** All Bidders shall include the following information and documents with their bids in the prescribed format as per Section 3, unless otherwise stated in the Bid Data sheet:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of work performed for each of the last three years;
- (c) Tenderer should have the experience in similar work and should have executed at least one work under a single agreement of not less than 50% of the work value put to tender for Government department/Board/Government Undertaking in any one of the preceding three years (2009-10, 2010-11, 2011-12).
- (d) Documents for possessing, leasing or hiring of major Road construction equipments proposed to carry out the contract.

Applicable for Cold Milling Work:

Wherever Cold Milling Work is involved, documents for Possessing/ leasing / hiring or an undertaking by the bidder in the prescribed format only for the cold milling machine should be furnished.

- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years;
- (g) Evidence of adequacy of working capital at least 15% of value put to tender for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) The Bidder should have turnover of 1.5 times the work value put to tender in any one financial year in the preceding three years (2009-10, 2010-11 & 2011-2012).

**3.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:**

- 3.1 (a) The Bidder shall have an annual turnover of not less than that specified in the Bid Data Sheet during each of the last 3 financial years.
- (b) Proposals for the timely acquisition (own / lease / hire) of the essential equipment listed in the Bid Data sheet.
- (c) The Bidder should have the minimum Key Personnel as specified in the Bid Data sheet.
- (d) Liquid asset and/or credit facilities, net of other contractual commitments and exclusive of any advance payment which may be made under the contract, of no less than the amount specified in the Bid Data sheet.

3.2 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A \times N \times 1.5 - B)$$

Where

A = Maximum value of road works executed in any one year during the last five years (updated to 2012-13 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of works for which bids are invited.

B = Value, at price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of the an Executive Engineer or equivalent.

**4. One Bid per Bidder**

4.1 Each Bidder shall submit only one Bid,. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**5. Cost of Bidding**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Commissioner will in no case be responsible or liable for those costs.

**6. Site Visit**

6.1 The Bidder, at the Bidder's 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 construction of the works. The costs of visiting the site shall be at the Bidder's own expense.

**B. Bidding Documents**

**7. Content of Bidding Documents**

**7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 9:**

Section I	Invitation for Bid (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Forms of Bid and Qualification Information
Section IV	Letter of Acceptance, Agreement, Price Bid
Section V	Conditions of Contract
Section VI	Contract Data
Section VII	Drawings & Bill of Quantities
Section VIII	Forms of Security

**7.2 The number** of copies of each section supplied to the prospective Bidder and the number of copies to be completed and returned with the Bid is specified in the Bid Data Sheet.

**8. Clarification**

**8.1** In any case any Bidder ask for a clarification to the Bid documents before 4 days of the opening of the Bid, the Bid inviting authority shall ensure that a reply is posted on line to the clarifications sought. It is the responsibility of the Tenderer to note down any changes which is posted on line, the Tender Inviting Authority will not be held responsible in this matter.

**9. Amendment of Bidding Documents**

**9.1** At any time after the issue of the Bid documents and 5 days before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the

addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

## **C. Preparation of Bids**

### **10. Language of Bid**

**10.1** All documents relating to the Bid shall be in the language specified in the General Conditions of Contract.

### **11. Documents Comprising the Bid**

**11.1** The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid
- (b) Bid Security (EMD)
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;
- (e) Income Tax clearance certificate and Sales Tax clearance certificate for the current year obtained from the appropriate authority;

and any other materials required to be completed and submitted by bidders, as specified in the Bid Data sheet.

### **11.2 Alternate design**

- (a) Unless otherwise specified in the design data sheet, alternate design shall not be considered.
- (b) Bidders wishing to offer technical alternatives to the requirement of the bidding document must first price the employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer including drawings, design, calculations, technical specifications, breakdown of prices and proposed construction methodology and other relevant details. Only technical alternatives if any, of the lowest evaluated bidder confirming to basic technical requirement shall be considered by the employees.
- (c) Bidders are permitted to submit alternative technical solutions for specified parts of the projects identified in the bid data sheet.

### **12. Bid Prices**

**12.1** The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.

**12.2** All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

**12.3** The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bid Data sheet and the provisions of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data Sheet and the Conditions of Contract.

**12.4** If the contractor offers discount / rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount / rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount / rebate amount is to be deducted.

**13. Currency**

**13.1** The currency for the purpose of the Bid document shall be the Indian Rupee (INR).

**14. Bid Validity**

**14.1** Bids shall remain valid for a period of 60 days unless otherwise specified in the Bid Data sheet.

**14.2** In exceptional circumstances, the Commissioner may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 15 in all respects.

**15. Bid Security (Earnest Money Deposit)**

**15.1** The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) for an amount equal to 1% of the work Value as specified in the Bid Data sheet. The Earnest Money Deposit shall be in the form of Demand Draft in favour of the Commissioner, Corporation of Chennai; Banker's cheque, or a chalan by remitting cash into the Corporation Treasury, to the credit of deposits which do not bear interest. The Earnest Money will be refunded to the unsuccessful bidder without interest on application after intimation is sent of the rejection of the tender or at the expiration of Bid validity period. Bids not accompanied by the Bid Security will be rejected. The Bid security of the successful Bidder will be returned as per clause 15.2.

**15.2** The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

**15.3** The Bid Security will be forfeited:

- (a) If a bidder withdraws his Bid during the period of Bid validity.
- (b) If a successful Bidder fails to:
  - i) Execute the agreement or
  - ii) Furnish the necessary performance security within the specified time limit of 5 days from the date of issue of letter of acceptance of his bid.
- (c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 24; or
- (d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i) Sign the Agreement; or
  - ii) Furnish the required Performance Security.

## **16. Format and Signing of Bid**

- 16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 16.2 The original and all copies of 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, pursuant to Sub-Clauses 3.2(a) or 3.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 16.3 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 initiated by the person or persons signing the Bid.

## **D. Submission of Bids**

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

- 17.1 The Bid shall be submitted in 2 parts simultaneously, addressing the Bid authority and each part shall be in separate sealed covers super scribing cover No, Bid No, Name of work, list of enclosures, name and address of Bidder. The Bidders shall then put the two sealed envelopes into an outer envelope, sealed, addressing the Bid authority, super scribing the name of work, list of enclosures, name and address of the Bidder.

#### **Cover No.1 - Technical Bid (Volume I)**

Earnest Money Deposit, Certificates as per clause 11.1 (e) and Prequalification Bid (volume I)

This cover should be marked as 'Cover number – 1, Technical Bid (Volume I)', and shall contain, Bid Security and Pre- Qualification documents (Volume I). Tender document furnished by Corporation of Chennai to be submitted in cover.no.1


#### **Cover No.2 – Price Bid (Volume II)**

This cover should be marked as 'Cover number - 2, Price Bid (Volume II)', and should contain the Price Bid documents (Volume II)

- 17.2 The Bidder shall be responsible for properly super scribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/ misplacement/premature opening of the covers that are not properly super scribed and sealed as mentioned in Clause 17.1 before the time appointed for Bid opening.
- 17.3 The filled up Bid documents shall be submitted up to the last date of submission as given in Bid Data sheet. Duly filled in Bid documents shall be put in any one of the Tender boxes provided at the Tender Sales Counter , Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/General in the Ripon Buildings, Chennai. Tenders can also be submitted by Post or Courier, provided that the Bid inviting authority shall not be responsible for any delay in transit in such cases.

- 17.4 The Bid inviting authority may extend the last date of receiving tenders after giving adequate notice to all intending bidders in cases where
- The publication of the IFB has been delayed
  - The communication of changes, in the Bid document to the prospective Bidders under the clause 8 took time.
- 17.5 The Bidders shall not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.
- 17.6 **e-Submission** – e-submission of tender is also accepted.

**Procedure for 'e' submission:**

- Bidder shall visit e-Tender website: <https://etenders.elcot.in> & download the Tender Notification, Tender Document and corrigendum, if any from free of cost Click "Tender Free View".
- It is mandatory for the Bidders to possess a valid Class-2 Digital Signature Certificate obtained through Certifying Authorities in India in the name of the tender submitting authority to complete the e-Tender Bid process. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY / TCS / e-Mudhra / nCode etc. The list of address of the DSC vendors can be seen in [https://tntenders.gov.in/nicgep/app?component=%24DirectLink\\_1&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf](https://tntenders.gov.in/nicgep/app?component=%24DirectLink_1&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf) or from e-tender website Home Page on right hand side in downloads click on "Digital Signature Icon"  to download the Application Form.  
**Note:** The e-token that is registered should be used by the bidder and should not be misused by others.
- Bidder then should login User-ID & Password by clicking on "Register Me" in Home Page of e-Tender website.
- The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed; otherwise, the bid will be rejected.
- If there are any clarifications, this may be obtained online through the e-tender site, or thro' the contact details. Bidder should take into account the corrigendum, if any published before submitting the bids online.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format provided in the e-Tender website. The Technical Bid form and Price Bid form will be available in spreadsheet format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.
- The Bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- Bidders seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents without fail.

- 11 The details of the bid security document should be submitted physically before the opening the tender. The scanned copies furnished at time of e-submission and the original bid security should be the same otherwise the tender will be summarily rejected.
- 12 The Superintending Engineer, Bus Route Roads Department, Corporation of Chennai will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
- 13 The tendering system will give an ACKNOWLEDGEMENT Message only after successful uploading & submission of Tender with all the required bid documents. The ACKNOWLEDGEMENT is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted.
- 14 The ACKNOWLEDGEMENT should be printed and to be kept as a token of the submission of the bid. The ACKNOWLEDGMENT will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 15 Each Supporting/General Document to be uploaded thro' online for the tenders should be less than 5 MB, If any document is more than 5 MB, it can be reduced through zip format and the same can be uploaded.
- 16 The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time only, during bid submission.
- 17 All the Bid Documents uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 18 The Confidentiality of the bids is maintained since the secured Socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 19 The bidders are requested to upload all related documents through e-tendering on line system to the tender inviting authority (Zonal Officer, Corporation of Chennai ) **well before 3.00 PM** (as per Server System Clock) on **28.06.2013**.  
Tenders will be opened by the Tender inviting authority (Zonal Officer, Corporation of Chennai) or his authorized officer(s) at **3.15 P.M.** on **28.06.2013** in the presence of tenderers or their authorized representatives if any & members of Tender Scrutiny Committee.

#### **18. Deadline for Submission of Bids**

**18.1** Bids shall be delivered either to any one of the tender boxes provided at the Tender Sales Counter , Office of the Public Relations Officer , Office of the Vigilance Department and Office of the Chief Engineer (GEN) in the Ripon Building, Chennai or by post to the Tender Inviting Authority to the address specified in the Bid Data Sheet not later than the time and date specified in the Bid Data sheet or the tender can also be submitted in e-submission.

**18.2** The Tender Inviting Authority 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.

#### **19. Late Bids**

**19.1** Any Bid received by the Tender Inviting Authority after the deadline prescribed in Clause 18.1 will be returned unopened to the Bidder.

#### **E. Bid Opening and Evaluation**

#### **20. Bid Opening**

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- 20.1** The Pre-Qualification Bid marked as Cover no. 1 will be opened at the time and date outlined in the Bid Data sheet, in the presence of Bidders/Authorized representatives who choose to attend. The Bidders' names, and the presence or absence of Bid Security, and such other details as the Tender Inviting Authority may consider appropriate, will be announced by the Tender Inviting Authority at the opening.
- 20.2** The Price Bid marked as Cover no. 2 of qualified Bidders will be opened by the Tender Inviting Authority, in the presence of Bidders / authorized representatives who choose to attend. The date of opening of the price bid will be intimated to all the Prequalified Bidders after evaluation of the Prequalification Bids by the Tender Inviting Authority.
- 20.3** The Bidders' names, the Bid prices, the total amount of each Bid and such other details as the Tender Inviting Authority may consider appropriate, will be announced by the Zonal officer at the opening.
- 20.4** The Employer will prepare minutes of the Prequalification and Price Bid opening, including the information disclosed to those present in accordance with Sub-Clause 20.1 & 20.3.

**21. Process to Be Confidential**

- 21.1** 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.

**22. Clarification of Bids and Contacting the Employer**

- 22.1** From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.
- 22.2** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 24.
- 22.3** Any effort by the Bidder to influence the Tender Inviting Authority in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

**23. Examination of Bids and Determination of Responsiveness**

- 23.1** Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) Meets the eligibility criteria defined in Clause 2 & 3.
  - (b) Has been properly signed;
  - (c) Is accompanied by the required securities; and
  - (d) Is substantially responsive to the requirements of the Bidding documents.

**23.2** 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; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

**23.3** 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 nonconforming deviation or reservation.

#### **24. Correction of Errors**

**24.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the price quoted in figures and in words, the lowest will be taken.

**24.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 15.3(c).

#### **25. Evaluation and Comparison of Bids**

**25.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23.

**25.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making any correction for errors pursuant to Clause 24.

#### **F. Award of Contract**

##### **26. Award Criteria**

**26.1** Subject to Clause 27, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be

- (a) Eligible in accordance with the provisions of Clause 2, and
- (b) Qualified in accordance with the provisions of Clause 3.

**26.2** In determining the lowest evaluated price the following practice will be considered:

- i) The quoted price shall be corrected for arithmetical errors
- ii) In case of discrepancy between prices quoted in words and in figures, whichever is minimum will be taken.

**27. Rates to Include** The tendered rates for the items should be inclusive of all items of works required for the proper execution of the items (viz) watering, barricading, lighting, watching, safety arrangements in the interest of traffic, safeguarding the underground services etc, and no claim for extra payment on any score will be entertained. The rates to be tendered should be inclusive of sales tax and other taxes in force. 1-28 Preliminary specification etc, in SSRB/TNBP will form part of the Agreement.

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

(1) After negotiation with the tenderer and before passing the order accepting a tender as under sub-section(6) of section 10 of the Tamil Nadu Transparency in Tender Act, 1998 if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market price, he shall reject the Tender.

(2) The Tender Accepting Authority, before passing the order accepting a tender, may also reject all the tenders for reasons such as changes in the scope of procurement, new technologies or substantial design changes, lack of anticipated financial resources, Court orders, accidents or calamities and other unforeseen circumstances.

**29. Notification of Award and Signing of Agreement**

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

**29.2** The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 30 and signing the Agreement in accordance with Sub-Clause 29.3.

**29.3** The bidder shall have to enter into an agreement with the Commissioner within 10 days from the date of receipt of letter of acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.

**29.4** Upon the furnishing by the successful Bidder of the Performance Security, the Commissioner will promptly notify the other bidders that their bids have been unsuccessful.

**30. Performance Security (Security Deposit)**

**30.1** Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Commissioner a Performance Security. The Performance Security (Security Deposit) will be 2% of the contract amount in the form of National Savings Certificate/ Small savings instrument/deposits/Accounts pledged in favour of Commissioner, Corporation of Chennai; irrevocable Bank Guarantee. However it is open to the Commissioner to insist on higher deposit as per rules in force.

**30.2** Failure of the successful Bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**31.a Adjudicator :**

The Commissioner will propose the person to be appointed as Adjudicator under the Contract and stipulated in the Letter of Acceptance.

### **31.b.Arbitration**

In case of any dispute or difference between the parties to the contract either during progress or after the completion of the work or after the termination , abandonment , or breach of contract or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Superintending Engineer as to the withholding by the Superintending Engineer of payment of any bill to which the contractor may claim to be entitled, then either party shall forthwith give to the other, notice of such dispute or difference shall be referred to the Arbitrator and the award of such Arbitrator shall be Final binding on the parties, progress of work shall not be suspended or delayed on account of the reference of the dispute to arbitration under this clause.

Either party within a period shall be fixed by the arbitration file before the arbitration statement of the case and also shall all documents relating to or having a hearing on the case The Arbitrator shall not be bound to observe the ordinary rules of procedure applicable to trials before judicial Tribunals nor to hear or receive formal evidence , but may pass an award on the documents and statements of the case filed by the parties or personal inspection or on both. The Arbitrator shall have power to view the subject matter of the dispute with or without the parties or their agents to open review and revise any certificate , opinion decision , requisition or notice have in regard to the matters, expressly examined and to determine all matters in dispute which shall be submitted to him and of which notice has been given as aforesaid, in the same manner as if no such certificate, opinion , decision, requisition, or notice been given.

The expenses of such reference to Arbitration shall be awarded by the Arbitrator in his discretion subject to the condition that the amount of expenses awarded to either party shall not exceed the limits set forth, irrespective of the actual expenses incurred by either party. The arbitrator may determine the amount of expenses to be awarded or direct the same to be shared as between solicitor and client or as party, and party and shall direct by whom and to whom and what manner the same shall be borne and paid.

The limits referred in this clause are 5 % monitory award which does not exceeds Rs. 10,000/-, 3 % on which next Rs.40,000/- or any part thereof , 2 % on the next Rs.50,000/- or any part there of.

### **32. Corrupt or fraudulent Practices:**

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

If the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, the Employer may, after given 14 days notice to the Contractor, to terminate the Contract.

“**corrupt practice**” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official 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 to the detrimental to the interest of the Employer, and includes collusive practice among Bidders which is detrimental to the Commissioner and includes collusive practice among the bidders ( prior to or after bid submission.) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer .the benefits of free and open competition.

The Commissioner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

**33. Insolvency** : If the Contractor is declared insolvent under any applicable law, the Employer may by notice in writing terminate the contract immediately. The contractor shall then demobilize from the site leaving behind, any contractor's equipment which the employer instructs in the notice is to be used until the completion of work

**34. Taking Over:** The Employer shall notify the contractor when he considers that the Contractor has completed the works stating the date accordingly. Alternatively the Employer may notify the Contractor that the works, are ready for taking over , stating the date accordingly.

**35. Contractor's care of the Works :** The contractor shall take full responsibility for the care of the works from the Commencement Date until the date of the Employer's notice under clause 35 . Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the works conform with the Contract. Unless the loss or damage happens as a result of an Employer's liability the Contractor shall indemnify the Employer , the Employer's , Contractor's Agents and employees against all loss or damage happening to the Works and against all claims or expenses arising out of the Works caused by a breach of contract , by negligence or by other default of the Contractor, his agents or employees.

### **36. Compensation Events.**

The following are Compensation Events unless they are caused by the Contractor.

- (a) The Authority does not give access to a part of the Site mentioned in the current milestone.
- (b) The Authority modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Authority, or additional work required for safety or other reasons.
- (e) Other contractors, public authorities, Utilities or the Authority do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (f) The advance payment is delayed.
- (g) The effect on the Contractor of any of the Authority's Risks.
- (h) Other Compensation Events listed in the Contract Data or mentioned in the Contract if a Compensation Event would prevent the work being completed before the intended completion data, the intended completion date is extended. The Engineer has to decide by how much the intended completion date has to be extended.

As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast. It is to be assessed by the Engineer. If the Contractor's forecast is deemed unreasonable, the decision of the Engineer is final binding on the contractor. The Engineer will assume that the Contractor will react competently and promptly to the event.

The Contractor has to not be entitled to compensation to the extent that the Authority's interests are adversely affected by the contractor not having given early warning or not having cooperated with the Engineer.

### G. Bid Data Sheet

Bid data sheet shall be filled in by the Tender Inviting Authority before issuance of the bidding document

Instructions to Bidders (ITB) Clause Reference	Bid Data																											
	<b>A. General</b>																											
(1.1)	The work is for Relaying the roads with 25 mm / 40 mm thick SDBC																											
(3.3)	The qualification data required from bidders in Sub-Clause 3.4 are modified as follows:  Nil																											
(3.4)	The qualification criteria in Sub-Clause 3 are modified as follows:  Nil																											
(3.4a)	The minimum required annual turnover for the successful Bidder in any of the last three years shall be 1.5 times the work value.																											
(3.4c)	The essential equipment to be made available for the Contract by the successful Bidder shall be as follows : <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Particulars of Equipment</th> <th style="text-align: center;">Number</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Central Mixing Plant</td> <td style="text-align: center;">1 Nos.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Paver Machine</td> <td style="text-align: center;">1 Nos.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Tipper Lorry</td> <td style="text-align: center;">6 Nos.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Vibratory Roller</td> <td style="text-align: center;">1 Nos.</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Static Roller</td> <td style="text-align: center;">1 Nos.</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Vehicle Mounted Mechanical Sprayer</td> <td style="text-align: center;">1 Nos.</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Water Lorry</td> <td style="text-align: center;">2 Nos.</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Cold Milling Machine (if cold milling carried out)</td> <td style="text-align: center;">1 No.</td> </tr> </tbody> </table>	Sl. No.	Particulars of Equipment	Number	1	Central Mixing Plant	1 Nos.	2	Paver Machine	1 Nos.	3	Tipper Lorry	6 Nos.	4	Vibratory Roller	1 Nos.	5	Static Roller	1 Nos.	6	Vehicle Mounted Mechanical Sprayer	1 Nos.	7	Water Lorry	2 Nos.	8	Cold Milling Machine (if cold milling carried out)	1 No.
Sl. No.	Particulars of Equipment	Number																										
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8	Cold Milling Machine (if cold milling carried out)	1 No.																										

(3.4d)	<p>The minimum Key personnel required for the work .</p> <p><b>The minimum no of Key Personnel to be deployed for the work as follows.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">Sl. No.</th> <th style="width: 15%;">Position</th> <th style="width: 20%;">Qualification</th> <th style="width: 10%;">Number</th> <th style="width: 15%;">Total Experience</th> <th style="width: 32%;">Experience in similar Works</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>B.E Civil (or) equivalent Degree holder with 5 years experience (or) not less than two retired Sub Divisional Officer (Assistant Executive Engineer or Assistant Divisional Engineer) Note: Minimum 2 persons to be employed.</p> <p>Diploma holders in Civil Engineering with 2 years of the experience (or) Four retired Junior Engineers. Note: Minimum 2 persons to be employed.</p>	Sl. No.	Position	Qualification	Number	Total Experience	Experience in similar Works																		
Sl. No.	Position	Qualification	Number	Total Experience	Experience in similar Works																				

	<b>B. Bidding Documents</b>
7.2	The number of copies of the Bid to be completed and returned shall be one
(8.1)	A Pre bid Meeting will be conducted on .....
	<b>C. Preparation of Bids</b>
(7.2) (16.1)	The number of copies of the Bid to be completed and returned shall be One
(12.3)	The Contract is subject to price adjustment in accordance with Clause 41 of the Conditions of Contract.
(14.1)	The period of Bid validity shall be 60 days after the deadline for Bid submission specified in the Bid Data sheet.

(15.1)	The amount of Bid Security shall be <i>1% of the work value</i>
	<b>D. Submission of Bids</b>
(18.1)	The address for the purpose of Bid submission is  Zonal Officer - XIV  Corporation of Chennai,  Chennai-600 091.
(17.3)	The deadline for submission of bids shall be 28.06.2013 <i>at 3.00 PM.</i>
	<b>E. Bid Opening and Evaluation</b>
(20.1)	The opening of the Technical Bid shall take place at 28.06.2013 at 3.15 PM.
	<b>F. Award of Contract</b>
(30.0)	The Standard Form of Performance Security acceptable to the Commissioner shall be in the form of NSC for Small Savings instruments pledged in favour of Commissioner, Corporation of Chennai, irrevocable bank guarantee.

## **SECTION III**

- 1. Pre- Qualification Bid Submission Sheet**
- 2. Declaration by the Bidder / Tenderer**
- 3. Qualification Information**

**Section III**  
**1. Pre-Qualification Bid Submission Sheet**

Date:.....

Invitation for Bid No: **Z.O.XIV.C.NO. E1 /5110/2013**

To:

The Zonal Officer - XIV  
Corporation of Chennai,  
Chennai-600 091.

Sir,

1. Being duly authorized to represent and act on behalf of ...[..... *name of the Bidder*.....]....., hereinafter " the Bidder" and having reviewed and fully understand all the bidding information provided, the undersigned hereby applies to be pre-qualified by yourselves as a bidder for the *the work*
  
2. The Bid is made in the full understanding of the following and declares:
  - a) We have examined and have no reservations to the Bidding Document, including Addenda No.(s)..... issued in accordance with ITB Clause 9.
  - b) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB Sub-Clause 2.4.
  - c) We understand that you may accept/ reject any Bidding, cancel the Bidding process at any time and reject all the Bids and that you are not bound either to accept any Bids that you may received without incurring any liability to the Bidders, in accordance with ITB Clause 27.
  - d) We understand that your Agency will not be liable for any such actions and will be under no obligation to inform the Bidder of the grounds from them.
  
3. Attached herewith are the following:
  - i) Income Tax and Sales Tax clearance certificates for the **last three years** issued by the appropriate authority:
  - ii) Demand Draft .....(*furnish details of the Demand Draft*)..... towards cost of Bid documents in case purchased in the counter..
  - iii) Bid Security (EMD) for Rs..... in the form of:
    - a) Demand Draft .....(*furnish details of the Demand Draft*).....
    - b) Chalan .....(*furnish details of the Chalan*).....
    - c) Any other Form mentioned in Cl. 15.1 of ITB (*Furnish Details*)
  
4. Attached to this letter are copies of original documents defining:

- i) the Bidder's legal status;
  - ii) the principal place of business;
  - iii) the place of incorporation (for Bidders that are corporations) or the place of registration and the nationality of the owner(s) for Bidders that are partnerships or individually owned firms).
5. The Corporation of Chennai and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this Bid, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Prequalification Bid Submission Sheet will also serve as authorization to any individual or authorized representative or any institute referred to in the supporting information to provide such information deemed necessary and requested by the Corporation of Chennai to verify statements and information provided in this Bids, or with regard to the resources, experience and competence of the Bidder.
6. The Corporation of Chennai and its authorized representatives may contact the following persons for further information:

***Name, Telephone and Fax No. of person***

General and Management Information	
Personnel	
Technical Enquiries	
Financial Enquiries	

7. We confirm that in the event that we submit bid, that as well as any resulting contract will be:
- i) Signed so as to legally bind all partners jointly and severally; and
8. The undersigned declare that the statement made and the information provided in the duly completed Bids are complete, true, and correct in every detail.

Name: .....

In the Capacity of .....

Signed .....

Duly authorized to sign the Bids for and on behalf of .....

Date .....

**Section III**

**2. DECLARATION BY THE BIDDER/TENDERER**

I/We \_\_\_\_\_ hereby declare that I/We am/are not in any way related to any officer who is in charge of..... or having control of this work as referred in Clause 2.4 of ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in Cl.2.4 of ITB.

Signature of the bidder

Place:

Date:

**Section III**  
**3.1 QUALIFICATION INFORMATION**  
 PRE QUALIFICATION BID QUESTIONNAIRE

**3.1 STRUCTURE AND ORGANISATION**

1	Name of the Bidder	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone/ Fax Number / E-mail ID	:	
4	Local office (if any) address with Phone/ Telex / Fax Number	:	
5	Main line of Business [ such as (Civil) Engineering Contractor / General Engineering Contractor/ Electrical Engineering Contractor etc, should be specified.]	:	
6	Name, position, status, capacity etc, of the Key personnel/ [directors of the company (Attach organization chart showing the structure of the	:	
7	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed/ Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	

Bidder's signature with seal

## 3.2

**FINANCIAL CAPABILITY**

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H. No.	:			
3	TIN Number	:			
4	Annual turn over as per Income Tax returns filed for the past five years	:	TAX YEAR	Figures (Rs.)	Words (Rs)
		:	2009-10		
		:	2010-11		
		:	2011-12		
5	Annual turn over as per audited statement of account duly certified by the Chartered Accountant during the preceding Five years (Attach attested copy of balance sheets)	:	TAX YEAR	Figures	Words
		:	2009-10		
		:	2010-11		
		:	2011-12		
6	Working Capital				
	I. Balance in bank account (Rs.)	:			
	II. Unutilized overdraft / Credit facility in the Nationalized / Scheduled bank (Rs.)	:			

**3.3 DETAILS OF CONSTRUCTION EQUIPMENTS, TOOLS & PLANTS, VEHICLES (OWNED/LEASED/HIRED) THAT COULD BE DEPLOYED EXCLUSIVELY FOR THIS WORK**

**NAME OF APPLICANT:**

SI.No.	Name of equipment/ Tools and plants/vehicles	Total requirement for this work	Equipments owned LEASED/ HIRED by the		Equipments currently under lease/hire, available with the Applicant				Equipments proposed to be taken on lease/hire		
			Number	Year of purchase make and capacity	Present working condition	Number	Year of Manufactur e, Make & Capacity	Present working condition	Number	Year of Manufac ture, Make & Capacity	Present working
	<b>For B.T Roads</b>										
1	Central Mixing Plant	1 No.									
2	Paver Machine	1 No.									
3	Tipper Lorry	6 Nos.									
4	Vibratory Roller	1 No.									
5	Static Roller	1 No.									
6	Vehicle Mounted Mechanical Sprayer	1 No.									
7	Water Lorry	2 Nos.									
8	Cold Milling Machine (if cold milling work to be carried out)	1 No.									

Note: 1 . Lease / Hire for the equipments should be valid for the period of construction of Roads.

2. For cold milling works, an undertaking to deploy cold milling machine wherever necessary has to be furnished by the bidder in the prescribed format will also be valid.

**3.4 DETAILS OF BT (OR) BTAND CC ROAD WORK(S) OF NOT LESS THAN 50% OF THE VALUE PUT TO TENDER UNDER A “SINGLE AGREEMENT” IN ANY ONE OF THE PRECEDING ‘THREE” YEARS (2009-10,2010-11,2011-12) FOR GOVERNMENT DEPARTMENT/BOARD/GOVERNMENT UNDERTAKING**

**NAME OF BIDDER :**

	Type and Nature of work	Location Village/ Town/Taluk/ District/State	Name and designation of the employer / owner	Value of work as per Agreement Rs.	Agreement Number	Stipulated period of contract as per agreement	Date of commencement of the work	Date of actual completion of work	Reasons for delay in completion (If any)	Actual value of work executed as per final payment	Quality of work done*
1											
2											
3											
4											
5											
6											
7											

Note: a) Certificate issued by the Engineer - in - charge (not below the rank of Executive Engineer/ Project Engineer) of each of the work is to be appended.

b) \* Please indicate whether the work is “Satisfactorily Completed.”

Dated Signature of the applicant with seal



3.5

**INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /  
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE  
APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration/  
litigation relating to any contract works Yes / No
- (b) If Yes, Details thereon
2. (a) Has the Applicant or any of it's constituent  
partners been Debarred/Expelled by any  
agency during the  
last "Three" years Yes / No
- (b) If yes, Details thereon
3. (a) Has the Applicant or any of it's constituent Partners  
failed to complete, any contract work during the past  
"Three" years. Yes / No
- (b) If yes, give details thereon

Dated Signature of Applicant with seal

**Note:** If any information in this Annexure is found to be incorrect or  
concealed, the bid will be summarily rejected & price bid will not be opened.

3.6

**AFFIDAVIT**

**(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly**

**Certified by Notary Public)**

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge
2. I/We the undersigned do hereby certify that neither my/our firm/company nor any of it's constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last "Three" years.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last "Three" Years.
4. I/We the undersigned authorize(s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the Tender Inviting Authority to verify the statement made by me/us or to assess my/our competence and general reputation.
5. I/We, the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me/us may be requested by the Tender Inviting Authority and agree(s) to furnish such information/ clarification within "THREE" Days from the date of receipt of such request from the Tender Inviting Authority

**Dated Signature of Applicant with Seal:**

(To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: - In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company) (Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at-----and signed before me on this day of .....

**(Seal)**

**(Signature of the Notary Public)**

3.7

**UNDER TAKING**

**Under taking should be furnished in a Twenty Rupees Non-Judicial Stamp paper with the Qualification Application and certified by the Notary Public.**

I/We the applicant do hereby undertake that I/we will abide by the terms and conditions if any modified by the Tender Inviting Authority in the contract conditions subsequent to submission of Qualification Annexure/price tender or subsequent to execution of the agreement.

Place:

Date :

Signature of the bidder with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at -----  
----- and signed before me -----on this day of -----  
-----.

Place:

Date:

Signature of the Notary Public with Seal

I/We the applicant do hereby undertake that I/we will abide by the terms and conditions set forth in the tender document and am willing to undertake the **Strengthening, forming and laying asphalt roads by paver finisher in Corporation of Chennai** at the rate as given in the price bid cover

Place:

Date :

**3.8**

**Details of Technical Personnel Under regular employment of the applicant who can be made available exclusively for this work**

**Name of Bidder:**

Sl. No	Designation	Name	Educational Qualification	Under regular employment with Applicant since	Total Span of Experience	Salary being paid	Remarks
1	B.E Civil (or) equivalent Degree holder with 5 years experience (or) not less than two retired Sub Divisional Officer (Assistant Executive Engineer or Assistant Divisional Engineer)  Note: Minimum 2 persons to be employed	1					
		2					
		3					
		4					
		5					
		6					
		7					
		8					
2	Diploma holders in Civil Engineering with 2 years of the experience (or) Four Retired Junior Engineers.  Note: Minimum 2 persons to be employed	1					
		2					
		3					
		4					
		5					
		6					
		7					
		8					

3.9

**UNDERTAKING TO BE GIVEN BY THE BIDDER WHO DOES NOT POSSESS A  
COLD MILLING MACHINE**

**Undertaking should be furnished in a Twenty Rupees Non-Judicial  
Stamp paper certified by the Notary Public.**

I/We the bidder do hereby undertake that I/we will deploy cold milling machine for the cold milling works in the package of road works as per the directions of the Engineer – in – Charge within the 1<sup>st</sup> milestone period of 45days . Failing which I hereby agree to the termination of contract along with forfeiture of security deposit by the Department

Place:

Date :

Signature of the bidder with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at -----  
----- and signed before me -----on this day of -----  
-----.

Place:

Date:

Signature of the Notary Public with Seal

**Z.O.XIV.C.NO. E1 /5110/2013**



**PRICE BID**

**SECTION IV**

**LETTER OF ACCEPTANCE (LOA)**

**Section IV**

**Letter of Acceptance**

From	To
The Zonal Officer, Zonal Office -XIV, Corporation of Chennai Chennai - 600 091.	Name and Address of the Successful Bidder

**Roc. No.** \_\_\_\_\_ **(date)** \_\_\_\_\_

**Sub:-** **Road works Strengthening, forming and laying asphalt roads by paver finisher, – issue of Letter of Acceptance – Regarding.**

**Ref:-** 1.Your Tender dated on \_\_. 2013  
2.Corporation Council Resolution No. \_\_\_\_\_ Dated \_\_\_\_\_

\*\*\*\*

This is to notify you that your Bid dated \_\_\_\_ /2013 for execution of the “  
“ Relaying the roads with SDBC 25mm/40mm thick “ [File No.\_\_\_\_] for the Contract  
Price of Rupees. \_\_\_\_\_  
( \_\_\_\_\_ ) [amount in words and figures], as corrected and modified in  
accordance with the Instructions to Bidders’ is hereby accepted.

2) You are hereby requested to furnish Security Deposit for an amount  
equivalent to \_\_\_\_% of the contract value within 7 days from the receipt of this  
Letter of Acceptance. In terms of clause 30 of the tender document, the Security  
Deposit should be valid up to 30 days from the date of expiry of Defects Liability

Period. You are also required to execute an agreement for fulfillment of the contract in a Rs. 20/- Judicial Stamp Paper. If you fail to remit the required Security deposit and execute the agreement within 10 days, your tender is liable for cancellation and EMD forfeited without notice.

3. You are informed that this is only the letter of acceptance of your bid for the work. The security deposit and execution of agreement to be carried out as mentioned above.

Zonal Officer  
Zonal Office - XIV  
Corporation of Chennai  
Chennai – 600 091

# Corporation of Chennai

## Zonal Office - XIV

### Tender Document

## PRICE BID

: **TENDER FOR THE WORK : 32 ROAD WORKS**

STRENGTHING, FORMING AND LAYING ASPHALT ROADS BY PAVER FINISHER IN SARAVANA NAGAR MAIN ROAD, JANAKIRAMAN NAGAR 1ST CROSS STREET, RAJALAKSHMI AVENUE 1ST CROSS STREET, RAJALAKSHMI AVENUE 2ND CROSS STREET, ELLIM NAGAR EAST PARK STREET, ELLIM NAGAR WEST PARK STREET, ELLIM NAGAR SOUTH PARK STREET, RAJALAKSHMI AVENUE 3RD CROSS STREET, RAJALAKSHMI AVENUE 4TH CROSS STREET, SIVA VISHNU STREET, JANAKIRAMAN NAGAR 2ND CROSS STREET, JANAKIRAMAN NAGAR MAIN ROAD, ELLIM NAGAR NORTH PARK, ELLIM NAGAR MANTHOPU 2ND STREET, SARAVANA RAMACHANDRAN NAGAR, SARAVANA NAGAR 1ST STREET, THANIKACHALAM STREET, SEEVARAM 2ND STREET, PANCHAYAT OFFICE ROAD, MANIKODI SRINIVASAN 2ND CROSS STREET, , THIRUVALLUVAR NAGAR 1ST MAIN ROAD, THIRUVALLUVAR NAGAR 3RD MAIN ROAD, THIRUVALLUVAR NAGAR 2ND MAIN ROAD, THIRUVALLUVAR NAGAR 1 TO 5 CROSS STREET, THIRUVALLUVAR NAGAR 6 TO 10 CROSS STREET, SANTHOSH NAGAR, PERUNTHALAIVAR KAMARAJAR NAGAR 1ST CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 2 CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 3TH CR ST, PERUNTHALAIVAR KAMARAJAR NAGA 4TH CR ST, PERUNTHALAIVAR KAMARAJAR NAGAR 5TH CR STDIVISION NO.184,185, & 186 U-UNIT - 41, ZONE -XIV.

OFFICER INVITING BIDS : Zonal Officer,

Zonal Office - XIV,

Corporation of Chennai,

Chennai – 600 091.

**Price Bid Date : .....**

**Invitation for Bid No. Z.O.XIV.C.NO. E1 /5110/2013.**

To:

The Zonal Officer,  
Zonal Office – XIV.  
Corporation of Chennai,  
Chennai – 600 091.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Documents.
- (b) We offer to execute in conformity with the Bid Documents for the work of **Strengthening, forming and laying asphalt roads by paver finisher**, in Corporation of Chennai .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is
  - (i) In figures :- Rs...../-
  - (ii) In Words:- Rupees
- (d) The discounts offered are
  - (i) In figures :- Rs...../-
  - (ii) In Words:- Rupees
- (e) The net price of our bid, after discount offered in (d) above is**

(i) In figures :- Rs...../-

(ii) In Words:- Rupees ..... only

- (f) Our Bid shall be valid for a period of **60 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to remit Security Deposit in accordance with the Bid Documents within the stipulated time.

**Agreement Form**

**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [ Commissioner, Corporation of Chennai] of the one part \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ [name and address of contractor] (hereinafter called "the Contractor" ) of the other part.

Whereas the Commissioner, Corporation of Chennai is desirous that the Contractor execute **Strengthening, forming and laying asphalt roads by paver finisher** and the Commissioner, Corporation of Chennai, has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

**NOW THIS AGREEMENT WITNESSETH as follows:**

- 1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to

execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and treated as part and parcel of this Agreement, viz.:

i) Tender Document including the Contractor's Bid Documents and all other documents furnished by the bidder and submitted as part of the Bid;

ii) Conditions of contract (including Additional Conditions of Contract);

iii) Specifications;

iv) Drawings;

v) Bill of Quantities;

vi) Letter of Acceptance;

vii) Work Order (to be issued)

5. Detailed conditions agreed in the tender document form part of the agreement. The services to be performed, timelines to be met with, penalty clauses for non performance, and the other stipulations will be as furnished herein:

i. **Contract Period:** The Contract period is for 90 days from the date of issue of Letter of Acceptance to the successful contractor.

ii. **Payment Schedule:** Part or complete Payment will be made every month by the Zonal Officer, based on the outturn of satisfactory completion of work in the previous month and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the M.Book.

iii. **Milestones and Liquidated Damages:** The work will have two milestones

**In case of Black Topping (BT),** the following milestones have to be met

- a. Minimum 40% of the value of work should be completed by the end of the 45<sup>th</sup> day, and
- b. Work should be completed in all respects by the end of the 90<sup>th</sup> day.

If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work (in relation to the two milestones) will be levied per day till their completion.

- iv. **Machineries:** The bidder should own or lease or hire Paver Machine, and tie up with a Hot Mix plant in respect of the BT roads. The detailed list of Machineries as detailed in the Tender document shall be made available at the work site.
- v. **Retention Money:** The Corporation of Chennai shall retain a sum equivalent to 5% of the value of the each bill as retention money from each payment due to the Contractor. Out of the 5% of the retention amount, on issue of completion certificate for the work 2.5% will be released to the Contractor, while the balance 2.5% will be retained during defect liability period (ie., 1 year for the BT Roads). The retained 2.5% will be released by the Commissioner, Corporation of Chennai, after ensuring no liability in connection with work executed.
- vi. **State Quality Monitors:** In order to ensure quality of the work, Third party checks and inspections by the State Quality Monitors will be taken up. Any defects pointed out by the State Quality monitors shall be attended by the Contractor at his own cost and rectified.
- vii. **Fraudulent Practices :** If it is found any time during the tender process, award of contract, or during the contract period, that the Contractor has furnished false certificate or if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, getting the contract or in the executing the Contract, the Contract will be summarily terminated and Criminal Proceedings will be initiated.

- viii. **Price Adjustment Clause:** Price Adjustment Clause: Price Adjustment Clause as per G.O. 227 , MAWS, dt. 23.11.2009 is applicable for the tenders of Rs.1.00 crore and above, even if the contract period is less than 1 year.
- ix. **Termination of the Contract:** If the work is not completed even 30 days after the contract period (90 Days), the contract is liable for summary cancellation
- x. **Defect Liability Period:** The defect liability period is 1 year for the BT roads.

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

The Common Seal

---

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

---

---

---

in the presence of:

Binding Signature of Employer (Commissioner, Corporation of Chennai)

---

Binding Signature of Contractor

---

SECTION V  
CONDITIONS OF CONTRACT

## **Section V. Conditions of Contract**

### **A.General**

#### Definitions

1. Boldface type is used to identify defined terms.
2. **Act means the Tamil Nadu transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998).**
3. **Rules means The Tamil Nadu Transparency In Tender Rules, 2000**
4. **Adjudicator:** The Commissioner will propose the person to be appointed as Adjudicator under the contract in the Letter of Acceptance.
5. **Arbitrator:** If a party is dissatisfied with the decision of the Adjudicator or no decision is given within the time set out the party may give notice of dissatisfaction and a dispute which has been the subject of a notice of dissatisfaction has to be finally settled by Arbitral tribunal. The Arbitrator can revise the decision of the Adjudicator. The Arbitral Tribunal consists of 3 Arbitrators, one each to be appointed by the Authority and the Contractor. The third Arbitrator has to be chosen by the two Arbitrators so appointed by the parties and has to act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator has to be appointed by President of the Institution of Engineers (India).
6. **The Authority** (Commissioner) or his authorised representative is the party who Employs the Contractor to carry out the Works
7. **Earnest Money Deposit** means the amount required to be remitted by a bidder along with his bid indicating his willingness to implement the contract.
8. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
9. **BIS** means Bureau of Indian Standards.
10. **Compensation Events** are those defined in Clause - hereunder.
11. **The Completion Date** is the date of completion of the Works as certified by the Authority.
12. **The Contract** is the Contract between the Authority and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.
13. **The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Authority.
14. **Tenderer Or Bidder:** Any person , firm or Corporation submitting a tender for the work contemplated, acting directly or through a duly authorized representative.

15. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Authority.
16. **Bid Price** : The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities.
17. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
18. **Days** are calendar days; months are calendar months.
19. **A Defect** is any part of the Works not completed in accordance with the Contract.
20. **The Defects Liability Certificate** is the certificate issued by Authority upon correction of defects by the Contractor.
21. **The Defects Liability Period** is the period named **in the Contract Data and calculated from the** Completion Date.
22. **Drawings** include calculations and other information provided or approved by the Authority for the execution of the Contract.
23. **The Authority** (The Commissioner) is the party who employs the Contractor to carry out the Works
24. **The Authority** is the person named in the Contract Data (or any other) competent person appointed by the Commissioner and notified to the Contractor, to act in replacement of the Authority) who is responsible for supervising the execution of the Works and administering the Contract.
25. **The Executive Engineer** is an Executive Engineer of Corporation of Chennai, who will be in charge of work in Corporation of Chennai.
26. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
27. **The Initial Contract Price** is the Contract Price listed in the Authority's Letter of Acceptance.
28. **The Intended Completion Date** is the date on which it is intended that the Contractor has to complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Authority by issuing an extension of time.
29. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
30. **Plant** is any integral part of the Works that has to have a mechanical, electrical, chemical, or biological function.
31. **The Site** is the area defined as such in the Contract Data.

32. **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
33. **Specification** means the Specification of the Works as per MoRT&H-IV Revision included in the Contract and any modification or addition made or approved by the Authority
34. **The Start Date** is given in the Contract Data. It is the latest date when the Contractor has to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
35. **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
36. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
37. **Two-cover system** means a procedure under which the bidders are required to simultaneously submit two separate sealed covers, one containing the Earnest Money (Bid security) and the details of their capability to undertake the tender which will be opened first and the second cover containing the price quotation which will be opened only if the bidder is found qualified to execute the Bid.

### **38 Alteration, Additions and Omissions**

The Engineer shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following :

- (a) Increase or decrease the quantity of any work included in the Contract,
- (b) Omit any such work (but not if the omitted work is to be carried out by the Authority or by another contractor).
- (c) Change the character or quality or kind of any such work(d) Change the levels, lines, position and dimensions of any part of the works.
- (e) Execute additional work of any kind necessary for the completion of the Works, or
- (f) Change any specified sequence or timing of construction of any part of the works.

No such variation shall in any way vitiate or invalidate the Contract but the effect if any, of all such variations shall be valued in accordance with Clause 52, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

A **Variation** is an instruction given by the Authority which varies the Works. A variation may an alteration/ alterations, addition / additions and omission / omissions.

Instructions for Variations : The Contractor shall not make any such variation without an instruction of the Engineer, provided that no instruction shall be required for increase or decrease in the quality of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Authority, as defined in the Contract Data.

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Contractor's Bid,
  - (4) Contract Data,
  - (5) Conditions of Contract,
  - (6) Specifications,
  - (7) Drawings,
  - (8) Bill of Quantities, and
  - (9) any other document listed in the Contract Data as forming part of the Contract.

## **3. Language and Law**

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

## **4. Decision of Authority**

- 4.1 Except where otherwise specifically stated, the Authority will decide contractual matters between the Authority and the Contractor in the role representing the Authority.

## **5. Delegation**

5.1 The Authority may delegate any of his duties and responsibilities to his sub-ordinates, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## **6. Communications**

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **7. Subcontracting**

7.1 Deleted

## **8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Authority between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Authority may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

## **9. Personnel**

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Authority. The Authority will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

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

## **10. Contractor's Risks**

10.1 The Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Contractor's Risks**

11.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Authority's risks, but are of Contractor's risks.

## **12. Insurance**

12.1 The contractor shall have to provide a minimum insurance of man power and equipments. This insurances cover should start from the date of starting of work and should be valid upto the end of execution period. The responsibility of timely payment of the premium as well as that of lodging claims as and when situation arises, will be that of contractor. All insurances which the

contractor requires to enter into under the contract shall be effected with an insurer or insurers and in terms approved by the Authority.

#### 12.2 Accident or Injury to Contractor's Employees

The department shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequences of any accident or injury to any person in the employment of the contractor (other than accident or injury as may be attributed to the department or its employees) & the contractor shall indemnify the department against all such damages and compensations and against all actions, suits, claims, cost or expenses arising there from. The contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works

#### 12.3 Remedy on Contractor's Failure to Insure

If the contractor fail to effect and keep in force the insurances referred to or any other insurance which he may be required to effect under the terms of the contract then and in any such case the department may effect and keep in force any such insurance and pay such premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the department as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

12.4 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer in - Charge for the Engineer in -Charge approval before the Start Date. All such Engineer in-Charge shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.5 If the Contractor does not provide any of the policies and certificates required, the Authority may effect the insurance which the Contractor should have provided and recover the premiums the Authority has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12.6 Alterations to the terms of an insurance shall not be made without the approval of the Engineer in -Charge.

12.7 Both parties shall comply with any conditions of the insurance policies.

### **13. Queries about the Contract Data**

13.1 The Authority will clarify queries on the Contract Data.

### **14. Contractor to Construct the Works**

14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15. The Works to Be Completed by the Intended Completion Date

**15.1** The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Authority, and complete them by the Intended Completion Date.

**16. Approval by the Authority**

**16.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Authority, who is to approve them if they comply with the Specifications and Drawings.

**16.2** The Contractor shall be responsible for design of Temporary Works.

**16.3** The Authority's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

**16.4** The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

**16.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Authority before this use.

**17. Safety**

**17.1** The Contractor shall be responsible for the safety of all activities on the Site.

**18. Discoveries**

**18.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority. The Contractor shall notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.

**19. Possession of the Site**

**19.1** The Authority shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Authority will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

**20. Access to the Site**

**20.1** The Contractor shall allow the Authority and any person authorized by the Authority access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**21. Instructions, Inspections and Audits**

- 21.1 The Contractor shall carry out all instructions of the Authority which comply with the applicable laws where the site is located.
- 21.2 The Contractor shall permit the Corporation to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Corporation, if so required by the Corporation.

## **22. Disputes**

- 22.1 If the Contractor believes that a decision taken by the Authority was either outside the authority given to the Authority by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Authority's decision.

## **23. Procedure for Disputes**

- 23.1.** The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

**23.2 .** The Adjudicator shall be paid daily at the rates specified in the contract data together with reimbursable expenses of the type specified in the contract data and cost shall be divided equally between the Authority and the Contractor, whatever the decision is reached by the Adjudicator .Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to the Arbitration within the above 30 days, the Adjudicator's will be final and binding.

- 23.3 .** The Arbitration shall be conducted in accordance with the arbitration published by the Government of Tamil nadu and in the place shown in the conditions of the contract.

## **24. Replacement of adjudicator.**

Should the Adjudicator resign or die, or should the Authority and the Contractor agree that the Adjudicator is not functioning in Accordance with the provisions of the contract, a new Adjudicator will be jointly appointed by the Authority and the Contractor. In case of disagreement between the Authority and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority , designated in the contract data at the request of either party, within 14 days of receipt of such request.

## **B. TIME CONTROL**

## **25. Program**

**25.1** Within the time stated in the Contract Data, the Contractor shall submit to the Authority for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works.

25.2 .An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequences of the activities.

25.3. The contractor shall submit to the Authority for approval an updated Program at intervals no longer than the period stated in the contract data. If the Contractor does not submit an updated program within this period, the Authority may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

25.4. The Authority's approval of the program shall not alter the Contractors' obligations. The contractor may revise the program and submit it to the Authority again at any time. A revised Program shall show the effect of Variations and Compensation events.

## **26. Extension of the intended completion date.**

- 26.1** If the delay is due to the failure attributable to the contractor, the Authority I have the powers to decide whether to grant extension or not on the request for extension or time from the contractor. If the extension is granted under such circumstances, the contractor shall not be paid any revised rates or extra rates due to extension of time. The quoted rates in the contract shall prevail during the extension period. The contractor shall have to pay liquidated damages as per contract date for the beyond extended period.
- 26.2** If the delay is due to the failure attributable to the department or due to force, the Authority shall have the power to decide whether extension of time is to be given or not on request from the contractor of extension of time is given, the contractor shall not be paid extra rate or revised rate due to extension of time. The quoted rates in the contract shall prevail during extension period. The contractor has to pay liquidated damages as per contract data for the beyond extended period.

## **27..Delays Ordered by the Authority**

- 27.1** The Authority may instruct the Contractor to delay the start or progress of any activity within the Works.

## **27.2 Damages for Delays and Non Completion**

If the contractor fails to complete the works within the period Specified in the Contract Data or within any extended time allowed by the Authority, due to failure attributable to the contractor, the contractor shall pay or allow the Corporation to levy the amount mentioned in the table below as liquidated and ascertained damages for every day beyond the said date or extended time as the case may be during which the works shall remain unfinished. Liquidated and ascertained damages will be levied at the rate of 0.1% (zero point one percentage) of the contract value of the work for each day. The total liquidated and ascertained damages will be levied upto a maximum of 5% (five percentage) of the value of the contract and if the contractor fails to complete the work even then, action will be taken to terminate the contract and execute the work at his risk and cost as per provisions of the general conditions of contract of T.N.B.P.

## **28.Management Meetings**

- 28.1** Either the Authority or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early intimation procedure.
- 28.2** The Authority shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Authority. The responsibility of the parties for actions to be taken shall be decided by the Authority either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **29. Early Intimation**

- 29.1.** The Contractor shall intimate the Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Authority may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 29.2.** The Contractor shall cooperate with the Authority 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 instruction of the Authority

**Bidder's Signature with Seal**

## **C. Quality Control**

### **30. Identifying Defects**

**30.1.** The Authority shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Authority may instruct the Contractor to search for a Defect and to uncover and test any work that the Authority considers may have a Defect.

### **30.2. Tests**

**30.3.** If the Authority instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, or not the contractor shall pay for the test and any samples.

### **30.4 Correction of Defects**

**30.5.** The Authority shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

**30.6.** Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time framed by the Authority, the defects has to be rectified.

### **31. Uncorrected Defects**

**31.1.** If the Contractor has not corrected a Defect within the time specified in the Authority notice, the Authority will assess the cost of having the Defect corrected, and the Contractor will have to pay this amount.

## **D. Cost Control**

### **32.. Bill of Quantities**

**32.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

### **33. Changes in the Quantities**

**33.1.** Payment to the contractor will be made for the actual quantities only of the work, performed or materials furnished accordance with the contract, and Tender Accepting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of 25 % either way of requirement indicated in the tender documents. The payment will be made as per originally approved rate.

**33.2** If requested by the Authority, the Contractor shall provide the Authority with a detailed cost breakdown of any rate in the Bill of Quantities.

### **34. Variations**

**34.1.** All Variations shall be included in updated Programs produced by the Contractor.

### **35. Payments for Variations**

**35.1.**The Contractor shall provide the Authority with a quotation for carrying out the Variation when requested to do so by the Superintending Engineer. The Authority shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Authority and before the Variation is ordered.

**35.2** If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Authority, the quantity of work above the limit stated in Sub-Clause 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

**35.3** If the Contractor's quotation is unreasonable, the Authority may order the Variation and make a change to the Contract Price, which shall be based on the Authority own forecast of the effects of the Variation on the Contractor's costs.

**35.4** If the Authority decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

**35..5** The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early intimation.

### **36. Cash Flow Forecasts**

**36.1** When the Program is updated, the Contractor shall provide the Authority with an updated cash flow forecast.

**37. Payment Certificates**

**37.1** The Contractor shall submit to the Authority monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

**37.2** Payment will be made to the contractor under the certificates to be issued at reasonable frequent intervals by the Authority. Within fourteen days of the submission of each certificate an intermediate payment will be made of a sum equal to 90 percent of the value of the work, as so certified and the balance of 5 percent will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Authority on completion of the entire works, the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except security deposit, provided there is no recovery from or forfeiture by the contractor to be made. No certificate of the Authority shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liabilities to make good defects as provided by the contract. The Contractor when applying for a certificate shall prepare a sufficiency certificate to the satisfaction of the Authority to enable the Authority or the Executive Engineer or the Assistant Executive Engineer to check the claim and issue the certificate.

**37.3** The value of work executed shall be determined by the Authority

**37.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

**37.5** The value of work executed shall include the valuation of Variations and Compensation Events.

**37.6** The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**38. Payments**

**38.1** Payments shall be adjusted for deductions for advance payments, retention and other recoveries in terms of the contract and deduction at source of taxes as applicable under the law.

**38.2** If the amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

**38.2.** Items of the Works for which no rate or price has been entered in will not be paid for by the Authority and shall be deemed covered by other rates and prices in the Contract.

**39. Tax**

**39.1.** The rates quoted by the contractor shall be deemed to be inclusive of the Sales Tax, Duties and other levies on materials that the contractor will have to pay for the performance of the contract, and the Authority will reform such duties in regard to reduction of taxes at source as per law applicable. Any variation in taxes, duties and levies during the currency of contract shall be borne by the contractor.

**40. Currencies**

40.1 All payments shall be made in Indian Rupees.

**41. Price Adjustment**

Price adjustment Clause: Price Adjustment Clause as per G.O. 227, MAWS, dt. 23.11.2009 is applicable for the tenders of Rs.1.00 crore and above, even if the contract period is less than 1 Year.

**42. Retention**

**42.1** The Authority shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

**42.2** On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Authority has certified that all Defects notified by the Authority to the Contractor before the end of this period have been corrected.

**42.3** On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

**43.. Liquidated Damages**

**43.1** The Contractor shall pay liquidated damages to the Authority if he fails to execute and complete the work within the period of completion, at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Authority may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

**43.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 41.1.

**44. Advance Payment**

**Mobilization Advance:** Deleted

**45. Securities.**

**45.1** The Performance Security shall be provided to the Authority not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form specified in Clause 30 of ITB. The Performance Security shall be valid upto 28 days from the date of expiry of defect liability period mentioned in the Contract Data.

**46. Secured Advance**

**46.1** The Authority shall make advance payments in respect of materials intended for but not yet incorporated in the works in accordance with the conditions stipulated in the contract data. The Contractor is not eligible for secured advance if he has already availed mobilization advance as per Clause 46.1.

**E. Finishing the Contract**

**47. Completion**

**47.1** The Contractor shall request the Authority to issue a certificate of Completion of the Works, and the Authority will do so upon deciding that the work is completed.

**48. Taking Over**

**48.1** The Authority shall take over the Site and the Works within seven days of the Authority issuing a certificate of Completion.

**49. Final Account**

**49.1** The Contractor shall supply the Authority with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Authority shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Authority shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Authority shall decide on the amount payable to the Contractor and issue a payment certificate.

**50. Operating and Maintenance Manuals**

**50.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

**50.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Authority approval, the Authority shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**51. Termination**

- 51.1** The Authority or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Authority;
  - (b) the Authority instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - (c) the Authority or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Authority is not paid by the Authority to the Contractor within 84 days of the date of the Authority certificate;
  - (e) the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Authority;
  - (f) the Contractor does not maintain a Security, which is required; and
  - (g) the Contractor has delayed the completion of the Works by the number of days for which the amount of liquidated damages upto a maximum of 5 % of the value of the Contract unless otherwise specified in the Contract Data.
  - (h) if the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 51.3** When either party to the Contract gives notice of a breach of Contract to the Authority for a cause other than those listed under Sub-Clause 57.2 above, the Authority shall decide whether the breach is fundamental or not.
- 51.4** Notwithstanding the above, the Authority may terminate the Contract for convenience.
- 51.5** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

**52. Payment upon Termination**

- 52.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate, for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate less other recoveries due in terms of the contract less taxes to deducted at source as per applicable law and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority.
- 52.2** If the Contract is terminated for the Authority convenience or because of a fundamental breach of Contract by the Authority, the Authority shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 53. Property**
- 53.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Authority if the Contract is terminated because of the Contractor's default.
- 54. Release from Performance**
- 54.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Authority or the Contractor, the Authority shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **2. SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

- 1.1** The following special conditions of contract shall supplement the conditions of contract. Whenever there is a conflict, the provision herein shall prevail over the conditions of contract and / or those elsewhere.
- 1.2** The numbers given under each sub head represents the clause No. in conditions of Contract.
- 1.3** The bidder shall inspect the site and quarries and satisfy himself about the availability of the quality and quantity of materials required for the work.
- 1.4** The contractor shall make his own arrangements to procure all materials required for the work.
- 1.5** The Contractor shall make his own arrangements for water supply required for the work, at his own cost.

- 1.6 The Contractor shall make his own arrangements to obtain electricity for consumption on the work, at his own cost.

## 2. LABOUR

The Contractor shall unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer in charge, deliver to the Contractor, a return in detail, in such form and at such intervals as the Engineer in charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such information, respecting Contractor's Equipment as the Engineer in charge may require.

## 3. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, byelaws 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. Some of the major laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case of any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act of rules made there under, regulations and notifications including amendments. If the Employer 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 / byelaws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Engineer / Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. Employer / Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The Employees of the Contractor and the subcontractor in no case shall be treated as the employees of the Employer at any point of time.

### **Some major Labour Laws applicable to Establishments engaged in Construction Work**

- a. ***Workmen Compensation Act 1923 :***
- b. ***Payments of Gratuity Act 1972 :***
- c. ***Employees P.F. and Miscellaneous provisions Act 1952 :***
- d. ***Maternity Benefit Act 1951 :***

- e. **Minimum Wages Act 1948 :**
  - f. **Payment of Wages Act 1936 :**
  - g. **Equal Remuneration Act 1979 :**
  - h. **Payment of Bonus Act 1989 :**
  - i. **Industrial Disputes Act 1974 :**
  - j. **Industrial Employment (Standing Orders) Act 1946 :**
  - k. **Trade Unions Act 1926 :**
  - l. **Child Labour (Prohibition and Regulation) Act 1986 :**
  - m. **Inter – State Migrant Workmen’s (Regulation of Employment & Conditioning of Service) Act 1979 :**
  - n. **The Building and Other Construction Workmen (Regulation of Employment and Condition of Service) Act and the cess Act of 1996 :**
  - o. **Factories Act 1940 :**
4. **ARBITRATION** (GCC Clause 24.3)

The procedure for arbitration will be as follows:

- 4.1 If either party is dissatisfied with the decision of the Adjudicator, the party concerned, may within thirty days after receiving the decision of the Adjudicator shall notify to the Commissioner, of his intension to go in for arbitration. Within 30 days of receipt of notice from the Contractor/ Employer of his intention to refer the dispute to arbitration the Commissioner shall send to the Contractor / Employer, a list of five officers of the rank of a Superintending Engineer or of a higher rank who are not connected with the work for selection and appointment of arbitrators.
- 4.2 In event of dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- 4.3 If one of the portion fails to appoint its arbitrator in pursuance of sub- clauses above within 30 days after arbitrator by the other party, than the presiding Arbitrator shall be nominated

by Indian Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the President of the institution of Engineers(India).

- 4.4** Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 4.5** The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, this expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 4.6** In the event the value of the contract is up to Rs.5 Crores, the disputes or difference arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties, failing such agreement, the appointing authority is the Indian Council of Arbitration.
- 4.7** Performance under the contract shall continue during the Arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings such as, but not limited to matters related to quality of work.
- 4.8** Neither party is entitled to bring claim to arbitration unless the same is made before the expiration of 30 days after defect liability period.

#### **5. Income Tax**

During the course of contract period deductions of Income Tax shall be made as per the rule in the force of the gross amount of each bill or as directed by the Income Tax department from time to time and such Income Tax amounts shall be remitted to Government of India.

#### **6. Sales Tax**

Valid Sales Tax Clearance or exemption certificate should be produced before the payment of final bill, otherwise the final payment to the contractor will be withheld.

#### **7. TESTS ON MATERIALS AND FINISHED ITEM OF WORK**

- 7.1** Charges for carrying out all the tests specified in specification on materials and finished item of works should be borne by the contractor.
- 7.2** Charges for carrying out all the tests other than those specified in specification on materials and finished item of work should be borne by the contractor / Employer as below:
- a) If the materials / works pass the tests, the charges will be borne by the employer.
  - b) If the materials / works fail the tests, the charges will borne by the contractor.

- 7.3 The Contractor should establish a field laboratory at the work site to carryout all tests specified as well as not specified in the specification both for materials and finished items of work in the presence of the Engineer.

## **8. PAYMENT**

- 8.1 Payment for the work done by the contractor will be based on measurements recorded at various stages of the work by the Engineer or Officer authorized by the Engineer. The Contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement book or leveling field book in token of their acceptance.
- 8.2 If for any reason the Contractor or his authorized agent is not available, and the work is suspended by the Engineer to avoid recording of measurements in the absence of the Contractor or his authorized agent, the department shall not entertain any claim from the contractor for any loss incurred by him on this account. If the Contractor or his authorized agent or representative does not remain present at the time of such measurement may be taken in his absence and shall be deemed to be accepted by the Contractor.
- 8.3 Any amount due to the department from the Contractor arising out of the Contract will be received from the bills of the Contractor. If sufficient amount is not available in the bills the same will be recovered under Revenue Act or from the amount due to the Contractor under any other Contract

## **9. Extension of Time**

Granting extension of time shall be governed as under:

- 9.1 If the delay is due to the failure attributable to the Contractor, the Engineer shall have powers to decide whether to grant extension or not on the request for attention of time from the Contractor. If the extension is granted under such circumstances, the Contractor shall not be paid any revised rates or extra rate due to extension of time. The quoted rates in the contract shall prevail during the extension period. The Contractor has to pay liquidated damages as per contract data for the extended period.
- 9.2 For this fixed price contract, if the delay is due to failure attributable to the department, or due to force, the Engineer shall have the power to decide whether extension of time is to be given or not on request from the contractor. If extension of time is given, the contractor shall not be paid extra rate or revised rate due to extension of time. The quoted rates in the contract shall prevail during extension period.

## **10. Fundamental Breach of Contract:**

The Contractor becoming insane or imprisoned shall be deemed as a fundamental Breach or Contract.

## **11. Extra Item of Works**

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of works as directed by the Engineers.

**12. Employment of Project Manager and Other Key Personnel**

Other Key Personnel as furnished in the Contract.

**13. Contract Period**

The contract period is continuous from start date to intended completion date including monsoon and non-monsoon seasons without any break.

**14. Inconvenience to Public**

The contractor shall not deposit materials at any site which will cause inconvenience to Public. The Engineer may direct the Contractor to remove such materials or may undertake the job at the cost of the Contractor.

**15. House and Hutments**

The Contractor should arrange to provide accommodation for his staff & Labourers he needs, at his own cost. The Contractor shall make his own arrangements for supply of food-grains and other provisions to his staff and laborers including controlled commodities. If women are employed in more than 50 at a place, the Contractor shall arrange the crèches at his own cost.

**16. Water Supply**

It is the responsibility of the Contractor to make his own arrangements for water supply and drainage for the work site, in his own cost. The distribution system measures for purification of water, shall be the responsibility of the Contractor and shall be accordance with rules and regulations of the Public Health Department. No compensation will be allowed to the Contractor in this account.

**17. Watching and Lighting:**

The Contractor shall in connection with the works, provide and maintain at his own cost all lights, guards, fencing and watching when and wherever necessary or required by the Engineer or Engineer's Representative, or by any duly constituted authority for the protection of the works, or for the safety and convenience of the public or others. The Contractor shall make his own arrangements to obtain electricity for consumption on the works at his own cost.

**18 Construction Plant**

The Contractor shall provide and install at his own cost all necessary construction tools and plant, equipment, machinery and shall use such methods and appliances for the performance of all the operations connected with the work emprised under the contract as will secure a satisfactory quality of work and rate of progress which will ensure the completion of the work within the time specified.

**19. Reference Marks and Bench Marks**

**19.1** The basic central lines, reference points and bench marks will be fixed by the Department.

**19.2** The Contractor shall establish at his own cost, at suitable points, additional reference lines and bench marks as may be necessary. The Contractor shall remain responsible for the sufficiency and accuracy and of all his bench marks and reference lines. He shall take precaution to see that the lines, points and bench marks fixed by the Department are not disturbed by his work and shall make good to any such damages.

**20. Setting out Works**

The Contractor shall be responsible for the correct setting out of all works at his cost. The Contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by the Engineer and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments, and shall co-operate with the departmental officers to check all alignments, grades, levels and dimensions, such checking shall not absolve the contractor of his own responsibility in maintaining the necessary of the work.

**21. Use and Care of Site**

The Contractor will be permitted to use without charge, the site and the lands shown for execution of work, labour, staff colonies, site offices, workshops or store and for related activities. The Contractor shall not commence any operation on such lands, except with the approval of the Engineer. If these lands are not adequate, the Contractor may have to make his own arrangements for additional lands at his own cost. The Contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without prior approval of the Engineer.

The rubbish shall be removed from the site as it accumulates. All surface and soil drains shall be kept in a clean, sound and workmen like state. All the means of the Contractor's operations shall be cleared before returning them to the Department. The Contractor shall make good any damage or alteration made to property or land handed over to him before these are returned.

**22. Protection of adjoining Premises**

The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

**23. Local Roads**

In addition to the existing public roads, near the site of works and the roads constructed by the Government in the works area, the Contractor may construct and maintain additional roads as required at his own expenses and as per the directions of the Engineer.

**24. Work during Night or Sundays and Holidays**

No work shall be done on holidays or during nights without the written permission Zonal Executive Engineer and the Contractors shall comply with the provision of the Factories Act, if and so far they are applicable.

The contractor shall give prior information to the Police Department , if necessary , for carrying out the work during night hours.

**SECTION VI**  
**CONTRACT DATA**

**Section VI. Contract Data**

1. The Employer is Commissioner, Corporation of Chennai,  
The Engineer in Charge is *Zonal Executive Engineer*.  
The name and identification number of the Contract is .....
- The Works consist of **Strengthening and laying interior roads with SDBC 40mm thick by Paver Finisher,**
- The Start Date shall be *date of letter of acceptance*.
- The Intended Completion Date for the whole of the Works shall be *90 days from the date of letter of acceptance*.

MILESTONE DATES

Sl. No.	Description of Work	Milestone I	Milestone II
		40% in 45 days	100 % work should be completed in 90 days

2. The Contractor shall submit a revised Program for the Works within 7 days of delivery of the Letter of Acceptance.
3. The Site Possession Date shall be the date of letter of acceptance.
4. The Site is located at .....
5. The Defects Liability Period is 1 year for BT roads.
6. The language of the Contract documents is English.
7. Appointing Authority for the Adjudicator: *Commissioner, Corporation of Chennai*.
8. Arbitration will take place in accordance with rules and regulations.
9. The Contract “is” subject to price adjustment in accordance with Clause 41 of the Conditions of Contract.
10. The liquidated damages for the whole of the Works are *0.1% of contract Price per day*.

## **Schedule 'A'**

### **Schedule Of Rates And Approximate Quantities**

- 1) The quantities given here are those upon which the item rate tender cost of the work is based, but they are subject to alternations, omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates quoted below are those governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the Standard Specifications for roads and bridges with the MoRT&H specifications and other condition of specifications of the contract.
- 2) It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings, or as may be ordered from time to time by the Engineer in charge and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted are for the finished works in situ and complete in every respect.
- 3) The description given in Schedule - A are to indicate the item of work only and need not be construed as full specification. The quoted rate shall be for carrying out the item as per standards and specifications described in the relevant MoRT&H specification. The contractor shall take no advantage of any apparent error or omission in the Schedule - A description.
- 4) The Tenderers should quote their rates for the quantity and units specified under metric units under Schedule 'A'.
- 5) The contractor should sign all the pages of schedule 'A' enclosed in the tender document without any omission. Otherwise the tender will be liable for rejection as per the rules.

## SCHEDULE- A

Z.O.XIV.C.NO. E1 /5110/2013

Name of Work : 32 Road works)  
**Strengthening, forming and laying asphalt roads by paver finisher in Dn 184,185, & 186 Unit – 41, Zone XIV**

**ROAD WORKS**

**SOUTH**

SL NO	PROBABLE QTY	DESCRIPTION OF WORK	SCH NO	Rate			
				Figure	Words	Unit	AMOUNT RS P

Schedule Enclosed

**Bidders Signature with Seal**

**SCHEDULE 'B'**

Sl. No.	Drawing No.	Description	Date on which drawing was approved
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

**SECTION VIII**  
**Security Forms**

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

WHEREAS, ..... (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated ..... (Date) for the {Name of Work} Package No .....(hereinafter called "the Bid").

KNOW ALL MEN by these presents that We ..... (Name of Bank) of ..... (Name of Country) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name of Employer) (hereinafter called "the Employer") in the sum of ..... for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20.....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or

(2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instruction to Bidders: or

(3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity :

a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required : or

b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

c. Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of all of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date of 30 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....

SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

Name and address of the witness