

**Special Roads Programme 2010-11  
Periya Negamam Town Panchayat  
Tender Notice**

**Improvement/Laying of Black Topping surface roads using Paver Machines  
Form of contract: Item rate (Two cover system)**

1. Bids are invited in packages for the Improvement/Laying of Black Topping surface roads using Paver Machines, in 541 Town Panchayats of Tamil Nadu (Two cover system) under the “Special Roads Programme 2010-11”.
2. The bid documents will be available from 14.10.2010. The bid document can be downloaded from the website <https://tntenders.gov.in> , and <http://townpanchayats.tn.gov.in/tender> at free of cost.
3. Tender documents can be downloaded upto 3.00 PM on 01.11.2010. Online submission of tender will also be accepted.
4. Amount of Earnest Money Deposit will be 1% of the value put to tender for a package.
5. Period of contract is 6 months.
6. Any additional / further details and conditions related to these works can be had from the office of the respective Executive Officers of Town Panchayats
7. Important dates

1	Date and time of Pre bid meeting	22 .10. 2010 AT 11.00 AM
2	Last date and time for downloading bid documents	01. 11. 2010 AT 3.00PM
3	Last Date and time for submission of bid document, including online submission	01. 11. 2010 AT 3.00PM
4	Date and time of opening of the Technical Bid	01. 11. 2010 AT 3.30PM

8. In the event of specified date for submission of bids is declared a holiday, bids will be received and opened on the next working day at the same time and venue.

**9. Other details can be seen in the bid documents.**

Executive Officers of Town Panchayat  
Periya Negamam Town Panchayat  
Periya Negamam.

**Tender Document**  
**“Special Roads Programme 2010-11 ”**  
**TECHNICAL BID**

**Periya Negamam Town Panchayat**

NAME OF THE WORK : Providing cement concrete road From Ward no 9 Dhalli road to Tharapuram road in Periyane gamam Town Panchayat, Providing  
1 cement concrete road From Ward no 13 Rangampudur school street , vinayaker street in Periyane gamam Town Panchayat  
: **Value Put to Tender Rs.27.72 Lakhs (Package No:2)**in Periya Negamam Town Panchayat

E.M.D.AMOUNT : Rs.27720.00

xPERIOD OF DOWN : UPTO 15:00 HRS 01.11.2010

LOADING OF BID DOCUMENT

LAST DATE AND TIME FOR RECEIPT OF BID : DATE 01.11.2010 TIME : 15.00 HRS

TIME AND DATE OF OPENING OF BIDS : DATE 01.11.2010 TIME : 15.30 HRS

PLACE OF OPENING OF BIDS : **Periya Negamam Town Panchayat**

OFFICER INVITING BIDS : Executive Officer  
Periya NegamamTown Panchayat

**CHECK LIST FOR SUBMISSION OF BID**

Bidder shall check the submission of relevant details and documents as mandated in the tender document, before submission of bids.

Sl.No.	Compliance criteria as per clause	Details	Check
1	15. 15.1	<b>Earnest Money Deposit</b> Whether Earnest Money Deposit at 1% of the contract value of work put to tender in the form of Banker's cheque, Demand Draft enclosed? (EMD in any other form will not be accepted)	YES / NO
2	4.1.A.1	Whether copy of Certificate of registration as class II contractor and above, with proof for its currency enclosed?	YES / NO
3	4.1.A.2	Whether Proof for being in the Civil Engineering construction field at-least for the past Five year (2005-06 to 2009-10) enclosed?. [Bidder should submit the audited balance sheet for the last five years.]	YES / NO
4	4.1.A.3	Whether Proof for having an annual minimum financial turnover of not less than 50% of the value put to tender in a financial year in the preceding "Three" years (2007-08,08-09,09-10) enclosed?	YES / NO
5	4.1.A.4	Whether proof for having satisfactorily completed 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 (2007-08, 08-09, 09-10) for Government Department/Board/Government Undertaking enclosed?	YES/NO
6	4.1.A.5	Whether Proof of the applicant for having working capital sufficient to finance at least 15% of value put to tender enclosed? [ Working capital will be calculated by adding the amount available in the bank account of the applicant on the date of submission of application for the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled banks ]	YES/NO
7	4.1.B	Whether all the certificates are Notorised?	YES/NO
8	4.1.C & D	<i>Whether the proof/details of availability of Contractor's Major Equipments proposed for carrying out the works enclosed? [If the contractor for BT road works does not own Paver Machine and Hot mix plant, lease agreement as prescribed in tender document enclosed]</i>	YES/NO
9	General	Whether the latest TIN return enclosed ?	YES / NO
10	Section 2	Whether Annexure A to H have been enclosed duly filled in?	YES / NO

11	General	Whether Power of attorney / Authorization for	
		•Persons signing the Tender enclosed?	YES / NO
		•For Partner – in- charge if any,	YES / NO
12	SECTION 2	Whether Qualification Information are annexed in the prescribed forms A to H ?	
		Annexure A	Yes/No
		Annexure B	Yes/No
		Annexure C	Yes/No
		Annexure D	Yes/No
		Annexure E	Yes/No
		Annexure F	Yes/No
		Annexure G	Yes/No
		Annexure H	Yes/No
13		Whether the bidder has signed in all the pages of the tender document?	Yes /No
14	D. 18.1 and 18.2	Sealing and Marking of Bids in case of manual submission	
		a. Whether the cover containing EMD, VAT clearance certificate, qualification and information etc., has been super scribed as “Technical Bid”?	Yes/No
		b. Whether the other cover containing the duly filled in tender schedule is super scribed as “Price Bid”?	Yes/No
		c. Whether the bids are put in 2 separate covers and outer cover is sealed?	Yes/No
		d. Whether both these covers are put in a single big envelope and bear the following identification:	Yes/No
		<p><b>“Tender for Improvement/Laying of Black Topping surface roads using Paver Machines (Package No:2)” in Ammapettai Town Panchayat</b></p> <p>Bid Reference No. 115 / 2010-11</p> <p>DO NOT OPEN BEFORE <b>15.30</b> hours on <b>01.11.2010</b></p>	

**Disclaimer:** This Check list is only illustrative and not exhaustive. Hence, the bidder is requested to go through the entire Document and submit all relevant documents and details.

**INVITATION FOR BID**  
**(IFB)**

**SECTION -1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**SECTION -1**

**INSTRUCTIONS TO BIDDERS (ITB)**

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## A. General

### 1. Scope of Bid

1. The Executive officer Periya Negamam Town Panchayat (referred to as Employer in these documents) invites bids for the works (as defined in these documents and referred to as "the works") detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

### 2. Source of Funds

Under the "Special Roads Programme 2010-11" – Government of Tamil Nadu has allotted funds for Implementation of Improvement/Laying of Black Topping surface roads using Paver Machines (Package No:2)" of Periya Negamam Town Panchayat.

### 3. Eligible Bidders

- 3.1 All bidders shall furnish their qualification details in Section 3 based on which eligibility will be decided
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 4. Qualification of the Bidders

- 4.1 A.
  - 1) The Bidder should be at least a CLASS II contractor, currently registered with any State Government Department/Board/Government Undertaking.
  - 2) The Applicants should have been in the Civil Engineering Construction field at-least for the past Five years. (2005-06 to 2009-10). He should submit the audited balance sheet for last five years.
  - 3) Should have an annual minimum financial turnover of not less than 50% of the value put to tender in a financial year in the preceding "Three" years (2007-08,08-09,09-10)
  - 4) Satisfactorily completed BT (or) BT and 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 (2007- 08,08-09,09-10)for Government Department/Board/Government Undertaking
  - 5) The applicant should have working capital sufficient to finance at least 15% of value put to tender. [ Working capital will be calculated by adding the amount available in the bank account of the applicant on the date of submission of application and the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled banks ]
- B) **All copy of certificates in support of the above should be attested by Notary Public / Officers not below the rank of Executive Engineer**
- C) **Each bidder should further demonstrate:**

The tenderers shall have the following minimum construction equipments Tools and Plants exclusively available for this work. – (Either own or under lease with the applicant)

SI No	Name of the Equipment	Quantity
	<b>For CC Roads</b>	
1	Concrete Mixers Or Mobile Batching Plant	3 Nos  1 No.
2	Screed Vibrator	2 No.
3	Water Lorry	1 No.

<b>For B.T Roads</b>		
1	Central Mixing Plant	1 No.
2	Paver Machine	1 No.
3	Tipper Lorry	4 Nos.
4	Vibratory Roller	1 No.
5	Static Roller	1 No.
6	Vehicle Mounted Mechanical Sprayer	1 No.
7	Water Lorry	2 Nos.
<b>Embankment</b>		
1	Chain Dozer	1 No.
2	Excavator	1 No.
3	Loader	1 No.
4	Water Lorry	1 No.
5	Roller 8 -10 Tonne	1 No.

**D) Evidence to be produced:**

- i. OWNERSHIP of the Paver machine or its LEASE from a lawful owner for use at any time during the period of contract is a must. If the bidder owns a Paver machine, he should furnish a copy of the RC book of the Paver machine, duly attested by a Notary Public, as proof of title. If the bidder is leasing in a Paver machine, he should furnish (i) a copy of the RC book of the lessor's Paver machine, duly attested by a Notary Public, as proof of title of the lessor and (ii) the original of an agreement with the lessor with 2 independent witnesses and duly attested by a Notary Public on Rs20/- value non judicial stamp paper allowing the use of the Paver machine at any time during the period of contract. Non production of any of these documents shall result in summary rejection of the bid.
- ii. The bidder should either furnish proof of ownership of a Hot mix plant or a letter from a Hot mix plant operator for showing a firm tie-up arrangement for the supply of Hot mix required for the contract. The Hot mix shall be delivered at the work site at 120°C
- iii. Sworn in Affidavit and Chartered Accountant's Certificate stating the details of equipments, tools and plants available with the applicant with make, year of purchase, capacity, present working condition of the equipment etc.,  
  
If the Tools and plants are proposed to be taken on lease, or already on lease with the applicant, the source, from which the Tools and plants have been taken on lease or proposed to be taken on lease with proof, should be furnished

**4.2 Even though the bidders meet the qualifying criteria, they will be disqualified if they have:**

- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

**5 Cost of Bidding**

**5.1** The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for 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 cost of visiting the Site shall be at the Bidder's own expense.

## **B. Bid Documents**

### **7. Content of Bid Documents**

- 7.1 The set of bid documents comprises of the documents listed in the table below and addenda issued in accordance with Clause (if any)

Invitation for Bids		
Section	1	Instructions to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Bill of Quantities

### **8. Clarification on Bid Documents**

- 8.1 A prospective bidder requiring any clarification of the bidding documents may notify Executive Officer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Executive officer will respond to any request for clarification which he received earlier than 48 hours prior to the opening of the tender.
- 8.2 The Executive Officer will hold pre-bid meeting for the work. Clarification can also be obtained during the meeting to be held on 22.10.2010 at 11:00 AM at the Town Panchayat Office.

### **9. Amendment to Bid Documents**

- 9.1 At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents. All such changes will also be uploaded in the relevant websites.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

## **C. Preparation of Bids**

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

- 10.1 All documents relating to the bid shall be in the English language.

### **11. Documents comprising the Bid**

- 11.1 The bid submitted by the bidder shall comprise the following documents:

- (a) The Bid (in the formats indicated in Section 3).
- (b) Earnest Money Deposit (EMD)
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;
- (e) Exemption from EMD, if any, claimed by the bidder

and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under sub-clause, 4, 6 and 7.1 of section 1 and section 3 shall be filled in without exception.

**12. Bid Prices**

- 12.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill Quantities submitted by the Bidder.
- 12.2** The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 12.3** All duties, taxes, and other levies payable by the contractor under the contract, or for any other Act /Rules/Stipulations shall be included in the rates, prices and total Bid Price submitted by the Bidder.

**13. Currencies of Bid and Payment**

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

**14. Bid Validity**

- 14.1** Bids shall remain valid for a period not less than **ninety days** after the deadline date for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected as non-responsive.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders to extend the period of validity for a specified additional period. The bidder shall consider the same for a period not exceeding additional **thirty days**.
- 14.3** Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**15. Earnest Money Deposit**

- 15.1** The Bidder shall furnish, as part of his Bid, Earnest Money Deposit at 1% rounded off to next ten rupees of the contract value of work put to tender in the form of Banker's cheque, Demand Draft Drawn in favour of Executive Officer, Periya Negamam Town Panchayat payable at Periya Negamam EMD remitted in any other form will not be accepted.
- 15.2** Any bid not accompanied by an acceptable EMD and not secured as indicated in Sub-Clauses 15.1 above shall be rejected by the Employer as non-responsive.
- 15.3** The EMD of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 14.1.
- 15.4** The EMD may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to enter into an agreement

**16. No Alternative Proposals by Bidders**

**16.1** Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. No alternatives will be considered.

**17. Format and Signing of Bid**

**17.1** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

**17.2** 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 initialed by the person or persons signing the bid.

**17.3** The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**17.4** E-Submission of tender is also accepted.

## **D. Submission of Bids**

**18. Sealing and Marking of Bids**

**18.1** The intending bidder should submit tender in two cover system. The cover containing EMD, VAT clearance certificate, qualification and information etc., shall be superscribed as "Technical Bid". Another cover containing the duly filled in tender schedule shall be superscribed as "Price Bid". Both these covers shall be put in a single big envelope and shall be submitted.

The Cover superscribed as "Technical Bid" will be opened first. The Price Bid cover will be opened only if the document required in the Technical Bid cover viz., EMD, VAT clearance certificate, work experience EMD exemption certificate(if applicable), etc., are found in order as per the tender conditions. If Technical Bid is not submitted with these particulars, the Price Bid cover will not be opened and the tender will be rejected and returned to the bidder "unopened".

**18.2** The **inner and outer** envelopes shall

(a) be addressed to the Employer at the following address:  
The Executive Officer,  
Periya Negamam Town Panchayat

(b) bear the following identification:

- **"Tender for Improvement/Laying of Black Topping surface roads using Paver Machines (Package No:1)"** in Periya Negamam Town Panchayat
- Bid Reference No.115 / 2010-11
- **DO NOT OPEN BEFORE 15.30 hours on 01.11.2010**

**18.3** In addition to the identification required in Sub-Clause 18.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 20.

**18.4** If the outer envelope is not sealed and marked as above, the **Tender Inviting Authority** will assume no responsibility for the misplacement or premature opening of the bid.

**19. Deadline for Submission of the Bids**

- 19.1** Bids must be received by the **Tender Inviting Authority** at the address specified above not later than **15.00** hours on **01.11.2010** . In the event of the specified date for the submission of bids is declared a holiday, the Bids will be received upto the appointed time on the next working day.
- 19.2** The **Executive Officer** may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**20. Late Bids**

- 20.1** Any Bid received by the **Tender Inviting Authority** after the deadline prescribed in Clause 19 will be returned unopened to the bidder.

**21. Withdrawal / Modification of Bids**

- 21.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.
- 21.2** Each Bidder's withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**WITHDRAWAL**".
- 21.3** No bid may be modified after the deadline for submission of bids.
- 21.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiry of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 15.
- 21.5** Bidders may offer discount to or modify the prices of the bids by submitting the bid modifications in accordance with this clause, or include in the original bid submission.

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

**22. Bid Opening**

- 22.1** The **Tender Inviting Authority** will open all the Bids received (except those received late), including modifications made pursuant to Clause 21, in the presence of the Bidders or their representatives who choose to attend at **15.30** hours on **01.11.2010** at Town Panchayat office. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** Envelopes marked "**WITHDRAWAL/ MODIFICATION**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.3** The Bidders' names, the Bid withdrawals/ Modifications, 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. Bids sent pursuant to Clause 21 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to bidders.
- 22.4** The **Tender Inviting Authority** shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.3.

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

- 23.1** Prior to the detailed evaluation of Technical Bids, the Tender Scrutiny Committee will determine whether each Bid (a) meets the eligibility criteria defined in Clause 22; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bid documents.
- 23.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid 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 non-conforming deviation or reservation.

**24. Price Bid Opening**

- 24.1** The **Tender Inviting Authority** shall notify those bidders whose technical bids did not meet the minimum qualification criteria or were considered non responsive, indicating that their price bids will be returned unopened after the award of the contract. The Employer shall simultaneously notify the technically qualified bidders indicating the date time and place set for opening of price bids.
- 24.2** The price bids shall be opened by the **Tender Inviting Authority** in the presence of bidders representatives who choose to attend. The name of the bidders, quoted bid prices, discounts offered or modification if any shall be read aloud and the **Tender Inviting Authority** shall prepare minutes of the price bid opening.

**25. Process to be Confidential**

- 25.1** 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 **Tender Inviting Authority** processing of Bids or award decisions may result in the rejection of his Bid.

**26. Clarification of Bids**

- 26.1** To assist in the examination, evaluation, and comparison of Bids, bidder may be asked to clarify Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the **Tender Scrutiny Committee** in the evaluation of the Bids in accordance with Clause 27.
- 26.2** Subject to sub-clause 26.1, no Bidder shall contact the **Employer** or his subordinates on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring out additional information, it should be done in writing.
- 26.3** Any effort by the Bidder to influence the **Tender Inviting Authority** or any other person involved in the process of the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

**27. Correction of Errors**

- 27.1** Bids determined to be substantially responsive will be checked by the **Tender Inviting Authority** for any arithmetic errors. Errors will be corrected by the Employer **as follows**:
- (a) where there is a discrepancy between the rates in figures and in words, **the rate whichever is less** will govern; and

- (b) where there is a discrepancy between the unit and the line item total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the Bid will be adjusted by the **Tender Inviting Authority** 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 15.4 (b).
- 28. **Evaluation and Comparison of Bids**
- 28.1 The **Tender Inviting Authority** will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.
- 28.2 In evaluating the Bids, the **Tender Scrutiny Committee** will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - (a) making any correction for errors pursuant to Clause 27; or
  - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 21.5.
- 28.3 The **Tender Inviting Authority** reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 28.4. In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as **Security Deposit**. The successful tenderer will be called upon to pay for an amount equivalent to 2% of the contract value (which includes 1% Earnest Money Deposit already paid) within 15 days from the receipt of Letter of Acceptance.

## F. Award of Contract

- 29. **Award Criteria**
- 29.1 Subject to Clause 31, 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 3, and (b) qualified in accordance with the provisions of Clause 4.
- 30. **Employer 's Right to Accept any Bid and to Reject any or all Bids**
- 30.1 Notwithstanding Clause 29, the Town Panchayat Council reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer 's action.
- 30.2 Negotiation of rates will be made only with the lowest Bidder for reducing the quoted rates
- 31. **Notification of Award and Signing of Agreement**
- 31.1 The Bidder whose Bid has been accepted will be notified of the award prior to expiry 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 that the sum will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 31.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of an security deposit in accordance with the provisions of Clause 28.4.
- 31.3** The Agreement will incorporate all terms and conditions to be executed between the employer and successful bidder. It shall be signed within 15 days following the issue of Letter of Acceptance and delivered by successful bidder.
- 31.4** Upon the furnishing by the successful Bidder of the Security Deposit, if any the Executive Officer will promptly notify the other Bidders that their Bids have been unsuccessful.

**32. Corrupt or Fraudulent Practices**

**32.1** The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer :

- (a) defines, for the purposes of this provision, the terms set forth below as follows :
- (i) "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; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition or furnishing of false and fabricated documents
- (b) 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:
- i. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. Further, Criminal proceedings will also be initiated against the Bidder/ Contractor.

**33. Procedure for e submission:**

1. Bidder should do the registration in the e – tender site using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/nCode/ SCS/ SGS etc. The list of address of the DSC vendors can be seen in <https://tntenders.gov.in/nicgep>
2. Bidder then should login to the site using user id and the corresponding passwords.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. 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.
5. 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 published before submitting the bids online.
6. 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.
7. The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.

8. 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.
9. 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.
10. 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.
11. The Executive officer, Town Panchayat will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
12. The bidder may also submit the bid documents by online mode through the site (<https://tntenders.gov.in>)
13. The tendering system will give an ACKNOWLEDGEMENT Message only after successful uploading of 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. 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.
16. Each document to be uploaded thro' online for the tenders should be less then 2 MB, If any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that. If the file size is less than 1MB the transaction uploading time will be very fast.
17. 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.
18. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be 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.
19. 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.
20. The bidders are requested to upload all related documents through e-tendering on line system to the tender inviting authority **well before 15.00 hours**(as per Server System Clock) on **01.11.2010**
21. Tenders will be opened by the Tender inviting authority or his authorized officer(s) at 3.30 P.M. on 01.11.2010 in the presence of tenders or their authorized representatives if any & members of Tender Scrutiny Committee.

**SECTION 2**

**ADDITIONAL CONDITIONS OF CONTRACT**

## SECTION 2

### ADDITIONAL CONDITIONS OF CONTRACT

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## SECTION 2

### Additional Conditions of Contract

#### A. General

#### 1. Definitions

##### 1.1

**Bill of Quantities** means the priced and completed **Bill of Quantities** forming part of the Bid.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause.35.1 of section 2.

The **Contract** is the contract between the Employer or his representative and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

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

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

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

The **Defects Liability Period** is the period of 1 year for BT roads and 2 years for CC roads from the completion of whole of the work.

**Employer** is Executive Officer of the Town Panchayat

The Executive Officer of the Town Panchayat or in his absence Assistant Engineer / Junior Engineer authorized by Employer is responsible for inviting tender, handling process, clarify issues related to tenders, signing of agreement and supervising the execution of the works and administering the Contract.

The **Tender Inviting Authority** is Executive Officer of the Town Panchayat

The **Tender Scrutiny Committee** is the committee of officers which will open, scrutinize and evaluates the bids.

**Engineer** means the Assistant Engineer/ Junior Engineer who is the designated project engineer for the Special Roads Programme

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the **Executive Officer** by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for Town Panchayat in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as the road specified in the bid document. The date of handing over of the site is the date on which the work order is issued.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

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

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the **Tender Inviting Authority**.

## 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 Executive Officer** will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Clause 13 of Section 2, 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, notice to proceed with the works
- (3) Contractor's Bid
- (4) Conditions of Contract including Additional Conditions of Contract
- (5) Specifications
- (6) Drawings and
- (7) Bill of Quantities

## 3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in "English" only.

## 4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the **Assistant / Junior Engineer** will decide contractual matters between the **Employer** and the Contractor representing the **Employer**.

## 5. Delegation

5.1 The **Employer** may delegate any of his duties and responsibilities to other people.

## 6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7. Other Contractors

- 7.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the **Employer** between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The **Employer** may modify the schedule of other contractors and shall notify the contractor of any such modification.

## 8. Personnel

- 8.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Annexure 'A' of Section 3, to carry out the functions stated in the Schedule or other personnel approved by the **Executive Officer**. The **Executive Officer** will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 8.2 If the **Executive Officer** asks the Contractor to remove a person who is a member of the Contractor's staff or his 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.

## 9. Employer's and Contractor's Risks

- 9.1 The **Employer** carries the risks which this Contract states are **Employer's** risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 10. Employer's Risks

- 10.1 The **Employer** is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## 11. Contractor's Risks

- 11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## 12. Contractor to Construct the Works

- 12.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of **Assistant / Junior Engineer**.

## 13. The works to be Completed by the Intended Completion Date

- 13.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program and complete the work

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