



TNTPO

TENDER DOCUMENT

Name of work: Strengthening of Existing Bituminous Top Area of Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89.

Tender Ref: CTC/ENGG/400/2019

TAMILNADU TRADE PROMOTION ORGANISATION

(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)

Chennai Trade Centre Complex
Mount Poonamallee Road, Nandambakkam,
Chennai – 600 089.

Phone No: 044-22316033

Website: www.chennaitradecentre.org

Email: tntpo@chennaitradecentre.org

DISCLAIMER

The information contained in this tender document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Tamilnadu Trade Promotion Organisation (TNTPO) or any of their employees or advisors (collectively referred to as “TNTPO representatives”), is provided to the bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by TNTPO Representatives to any other party. The purpose of this document is to provide interested parties with information to assist the formulation of the proposal.

This document does not purport to contain all the information each bidder may require. Certain bidders may have a better knowledge of the proposed assignment than others. Each bidder should conduct his / her own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources. TNTPO Representatives make no representation of warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability of completeness of the document, the award of the assignment, the information and any other information supplied by or on behalf of TNTPO or otherwise arising in anyway from the selection process.

The prospective bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act relevant for the working of the bidder's staff. Under no circumstances, TNTPO will be responsible for any non-compliance with statutory requirements of the bidder's staff.

TNTPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document from time-to-time, after intimating the same to the bidders. TNTPO reserves the right to accept or reject any or all proposals without giving any reasons. The bidding process shall be governed by the laws of India and courts in the State of Tamilnadu will have jurisdiction over the matter concerning and arising out of document.

INDEX

SECTION	CONTENTS	Page Number
1	Tender and Disclaimer	1
2	Short Tender Notice	5
	SECTION - A	
3	Instructions to Tenderer	6
	SECTION - B	
4	Commercial terms and conditions	13
5	Form of Agreement	33
6	No Deviation Certificate	36
7	Declaration	37
8	Abbreviation	39
9	Technical Bid	40
10	Financial Bid	44
11	Check List	45



TAMILNADU TRADE PROMOTION ORGANISATION

Tender No: CTC/ENGG/400/2018 Date: 04.01.2019.

SHORT TENDER NOTICE

TAMILNADU TRADE PROMOTION ORGANISATION, Chennai invites sealed Tenders under two cover systems i.e. Technical Bid and Price Bid from reputed Firms / Companies and contractors for the works given below:

Sl. No	Description of work	Cost of Tender Document Rs.	Estimated cost of the work Rs.	Earnest Money Deposit Rs.	Sale of Tender Document	Last date of submission of tender document	Time, Date & Place for opening of Technical bid
01	Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89	2,000/- (GST 18% Extra)	24,67,000/-	50,000/-	From 08.01.2019 to 11.01.2019 between 10.00 hrs and 17.00 hrs on all working days	Upto 17.00 Hrs on 11.01.2019	11.01.2019 at 17.30 hrs in the office of TNTPO.

Note: The terms Financial Bid/ Price Bid/ Commercial Bid refer to the term 'Financial Bid' only in this contract.

All relevant details, Terms & Conditions etc. are available on website www.chennai tradecentre.org. Tender document can either be downloaded from www.chennai tradecentre.org or collected in person on payment by Demand Draft in favour of "TAMILNADU TRADE PROMOTION ORGANISATION" payable at Chennai towards the cost of tender document. The cost of tender documents will not be refunded under any circumstances.

MANAGING DIRECTOR

SECTION - A

INSTRUCTIONS TO TENDERERS

GENERAL AND SCOPE OF THE TENDER:

Tamilnadu Trade Promotion Organisation invites tenders in sealed cover under two cover system for Strengthening of existing Bituminous Road at Chennai Trade Centre Complex, Nandambakkam, Chennai – 89 as detailed in the tender document.

BIDDING SCHEDULE

S.NO	DESCRIPTION	DETAILS
1	Name of the work	Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89
2	Tender Number	CTC/ENGG/400/2019
3	Estimated Cost	Rs.24,67,000/-
4	E M D	Rs.50,000/-
5	Cost of tender documents	Rs.2,000/- (GST 18% Extra)
6	Time & date of submission of tender	Upto 17.00 Hrs on 11.01.2019
7	Time & date of opening of Technical Bid	17.30 Hrs on 11.01.2019

A.1. QUALIFICATION OF TENDERER:

A.1.1 To qualify for the award of contract each Tenderer / Bidder in its name should fulfill the following criteria.

Pre-qualification Criteria:

- 1) Average annual financial turnover of the Tenderer / Bidder during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 shall be as given below:

a) Average annual turnover during the last 3 years ending 31st March 2018 should be at least Rs.10 Lakhs.

2. Experience of having successfully completed similar works during the last 7 years.

a) Three similar completed works of value not less than Rs.10 Lakhs, each work.

(OR)

b) Two similar completed works of value not less than Rs.13 Lakhs, each work.

(OR)

c) One similar completed work of value not less than Rs.20 lakhs.

A.1.2 **INCOME TAX RETURNS**

Each Tenderer / Bidder must also furnish latest income tax return from the appropriate income tax authority in the form prescribed thereof. In case of proprietor(s) or partnership firm it will be necessary to produce the Income tax return for the proprietor(s) and for each of the partners as the case may be. The Income Tax return must be attached with their tender.

(a) Balance sheets and P&L documents for last 3 years.

(b) PAN details.

A.1.3 **SOLVENCY CERTIFICATE:**

Copy of Solvency Certificate equal to the value of the work attested by the bank officer issued after 01-04-2018 to be furnished.

A.1.4 **GST REGISTRATION:**

The tenderers should have GST, PAN and TAN Registration and document any evidence should be enclosed along with the tender.

A.1.5 ESI/EPF REGISTRATION:

The tenderers should have ESI and EPF Registration and the copy of the same should be enclosed.

A.1.6 PREVIOUS EXPERIENCE OF THE TENDERER:

A.1.6.1 The tenderer / Bidder should have previous experience in executing this type of works.

A.1.6.2 All tenderer / bidder should give all the necessary information in the relevant proforma in his tender to show that he has successfully completed / executed and capacity for having done the works before.

A.1.6.3 Previous works executed by them must be clearly indicated in the tender, giving full particulars of value of work and the department/ client to whom the work was executed. Completion certificates without relevant details will not be considered.

A.1.6.4 CERTIFICATION:

The Tenderer / Bidder should be a class A contractor with CPWD or equivalent authorities in State / Central Government and shall have all the required certifications to conduct the business such as Company incorporation, ESI & PF and GST Registrations etc. All required documents shall be submitted along with tender document for evaluation.

A.2 RECEIPT OF TENDER

For and on behalf of the Tamilnadu Trade Promotion Organisation, sealed tenders (super scribing tender number and name of work) for the above work will be received by the Managing Director, Tamilnadu Trade Promotion Organisation. (A Joint Venture of Govt. of India and Govt. of Tamil Nadu), Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 at this office upto 17:00 Hrs on 11.01.2019 in prescribed form. Tenders received after the specified date and time will summarily be

rejected. If the date happens to be a holiday, the tender will be received on next working day will be due date.

A.3 OPENING OF TENDER

The tenders received within the time specified for submission will be opened in the presence of such of those tenderers or their authorized representatives as may be present, by the tender opening committee at 03:30 Hrs on the same day (i.e.) on 11.01.2019 at the office of Tamilnadu Trade Promotion Organisation.

A.3.1 The tenderers or their authorized representatives are expected to be present at the time of opening of tenders. The tender receiving officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderers concerned, who shall initial all such corrections. If any of the tenderers or their representatives find it inconvenient to be present at the time, then in such case, the tender opening officer will, in the presence of other tenderers make out a statement of the unattested corrections and communicate to tenderer. The tenderers not present during the bid opening, shall accept the statement of corrections without any question whatsoever.

All the statements, documents, certificates, Demand Draft for EMD will be verified for evaluation. The clarification, if any, required by the management of TNTPO must be immediately furnished by the bidder, failing which, leads to invalidation. The bids will be evaluated against the specified parameters / criterion as in the case of conventional bids and the qualified bidders will be identified.

Prequalification and short listing processes will be done based on minimum qualification criteria.

Cover-B will be opened only for the tenderers who have successfully qualified the technical evaluation.

Time is the essence of this contract. The period of completion of contract is **7** days. It is an essential prerequisite in execution of

this contract. The successful bidder who is selected to be awarded with the contract must understand the essentiality of the timely completion within **7** days and must execute an assurance agreement categorically stating comply with all the procedural formalities well within **7** days without prejudice to the exhibitions that are scheduled to be happening in the same duration.

Any bidder reluctant to accept this condition will automatically stand rejected.

Methodology of Evaluation of Technical Bids:

a. The technical bids will be evaluated on the following parameters i.e.,

- (1) Financial Turnover,
- (2) Technical Manpower as per categories mentioned.
- (3) Total value of works executed in the past 7 years
- (4) Timely projects completed without any time over run, by giving equal weightage for each parameter and for a total of 100 marks.

b. The financial bids in separate sealed covers of bidders who obtain more than 35 marks in technical evaluation as mentioned in para 'a' will be opened to decide further course of action in this tender. The bidder who has quoted the lowest amount will be given 100 marks. The relative position of eligible bidders selected by the process mentioned in para 'a' above will be evaluated and marks allotted to them.

c. A weightage of 40% mark will be given for technical evaluation. The relative position of each tenderer / bidder will be calculated on pro-rata basis based on his quoted rates / manpower and qualification of technical manpower, etc. A weightage of 60% mark will be given financial bid evaluation.

d. Total mark obtained by the addition of financial bid evaluation and technical bid evaluation will be tabulated for each shortlisted tenderer. The tenderer who has obtained maximum marks in the above mentioned evaluation process will be selected for award of this tender.

A.3.2 If the tender is made by an individual, it shall be signed with his full name and his address; if it is made by a firm, it shall be

signed with co-partnership name by a member of the firm and address of such member of the firm shall be given. If the tender is made by an organisation, it shall be signed by duly authorised officer, who shall produce with his tender satisfactory evidence of his authorisation. Such tendering organisation may be required, before the contract is executed, to furnish evidence of its corporate existence.

A.3.3 TENDER AND CONTRACT: The fact of submission of a tender shall be deemed to constitute an agreement between the tenderer / bidder and the organisation whereby such tender shall remain open for acceptance by the organisation. He shall be bound by the terms of the agreement constituted by the tender and such acceptance thereof by the organisation throughout the period of contract. The acceptance letter issued with the agreed terms therein shall form the document of contract.

A.4 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

A.5 The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will

be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

A.6 The competent authority does not bind them to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

A.7 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

A.8 The contract has to be executed and handed over within the time duration mentioned in the tender document, with full satisfaction of the Managing Director, TNTPO. Delay in completion and non-satisfactory execution of the work, will be liable for penalty and Liquidated Damages.

SECTION – B

COMMERCIAL TERMS AND CONDITONS

B. 1 SUBMISSION OF TENDER

The tender should be submitted in two cover system, mentioning “Cover A – Technical Bid” and “Cover B – Financial Bid” on the face side. The Cover A and Cover B shall be put in a common cover, and should be submitted. The common cover should be sealed, superscribing nature of work, due date and time, tender number, addressed to Managing Director, Tamilnadu Trade Promotion Organisation, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 and the name and address of the Tenderer.

Cover A

- Cost of tender document if downloaded from the website of TNTPO
- Solvency Certificate.
- EMD
- Covering letter for bid submission
- Power of Attorney
- Seal and signed Tender document
- Technical bid
- Data sheets
- In the eventuality of missing of submission of Rs.2,000/- as document fee, which is given in the tender document, TNTPO reserves the right to accept the same, upon opening. TNTPO reserves the right to accept the bid.
- Pre-Qualification documents
- Registration certificates
- No Deviation certificate

Cover B

- Commercial Bid

- B.1.1 If the demand draft towards EMD is not attached to the covering letter forwarding the tender, the tender is liable for rejection.
- B.1.2 The tenders not submitted in due time are liable to be rejected. Alterations, if any made by the tenderer / bidder in the schedule, conditions of contract, specification etc., will not be recognized and the tender will be void. Tender sets are not transferable.
- B.1.3 The tenderer / bidder should work out his own workable rates and the quoted rates should be firm till the completion of contract. The tenderer / bidder should inspect the site and offer his rates after thoroughly verifying the nature and items of various works involved. No extra claim will be allowed later on.
- B.1.4 The tenderer / bidder should submit his rates only in the Financial Bid, as per the format enclosed.

B.2 EARNEST MONEY DEPOSIT

- B.2.1 Each tenderer / bidder must pay the Earnest Money Deposit **Rs.50,000/- (Rupees Fifty Thousand Only)**.
- B.2.2 The Earnest Money Deposit specified above should be in the form of demand draft from any of the Nationalized / Scheduled Banks drawn in Favor of the **'TamilNadu Trade Promotion Organisation'** payable at Chennai other than Demand Draft / Banker's Cheque specified are not acceptable towards Earnest Money Deposit. In case of Demand Draft it should be enclosed with the tender cover as specified in the specification.

B.2.3 REFUND OF EARNEST MONEY DEPOSITS:

For unsuccessful tenderer, EMD of tenderers other than L-1 tenderer / bidder will be refunded within one month from the date of issue of work order.

EMD of the L-1 tenderer / bidder will be paid within 2 days from the date of submission of security deposit.

B.2.4 REJECTION OF TENDER:

Non submission of EMD in the form of Demand Draft / Banker's Cheque for the prescribed amount as specified in the tender document shall summarily be rejected.

B.2.5 FORFEITURE OF EARNEST MONEY DEPOSIT:

The EMD will be forfeited:

1. If the tenderer / bidder withdraws his tender or backs out before or after acceptance of the tender.
2. If the tenderer / bidder revises any of the terms quoted during validity period.
3. If the tenderer / bidder violates any of the conditions of the tender specifications.
4. If the successful tenderer / bidder fails to remit the Security Deposit within the prescribed time limit.
5. The EMD will not carry any interest.

B.3 VALIDITY OF TENDER

The tender shall be valid for 30 days from the date of opening. In the case of tenderers who quote a lower validity period than that called for in the specification, their offers are liable for rejection. Any delay in deciding the tender due to administrative reasons should not be the plea for revising the rates originally offered in the tender.

B.4 SECURITY DEPOSIT

The successful bidder will have to furnish 5% of work order value as Security Deposit, in the form of irrevocable Bank Guarantee / Demand Draft from any of the Scheduled Commercial Bank. The above Security Deposit shall be valid for a period of **12** months from the date after completion of work.

The Security Deposit will be refunded to the contractor only if the contract is completed as per the contract agreement. If the TNTPO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TNTPO, then the TNTPO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the contractor.

The contractor will have to furnish the Security Deposit within two days from the date of receipt of work order. The Security Deposit will not carry any interest. TNTPO shall reserve all rights to cancel the work order and forfeiture of EMD contract on failure of submission of Security Deposit within the stipulated period.

Failure to comply with the terms regarding Security Deposit set out in the LOA (Letter of Awards) within the stipulated time will entail cancellation of the contract without any further reference to the contractor.

B.5 Every tenderer / bidder is expected before quoting his rate to inspect the site of the proposed work.

B.5.1 Payment will be made by cheque on any one of the Commercial Banks or their Branches in Tamil Nadu as may be decided by the organisation from time to time.

B.5.2 No advance payment will be made for any item of work

B.5.3 **CONTRACT PRICES:**

- a. Price shall be inclusive of supply of materials, labour, in the designated area, and hand over to the Officers of TNTPO, insurance and other incidental charges. Prices shall also include all taxes, duties and other statutory levies on all bought out items including raw materials which are to be used for assemble of the end product. And any other claims which are not covered in the above statement will not be entertained under any circumstances in future.
- b. Prices are to be quoted on firm basis.

The contractor / firm should closely note all the specification clauses which govern the rates while he is tendering. The rate quoted should be firm for the entire duration of contract.

B.6 GUARANTEE

The works completed shall be guaranteed for 12 months from the date of completion of work and handing over to the organisation.

B.6.1 MAINTENANCE

The contractor shall maintain the site for a period of 12 months from the date of issue of completion certificate, contractor shall be liable for the re-execution of any part of works found to be defective from causes arising from faulty materials or workmanship and making good any damage arising therefrom.

B.7 SCHEDULE FOR QUANTITIES

B.7.1 Only one schedule is enclosed to this tender specification and the rates should be written both in figures as well as in words (English), tendered by them in the concerned proforma of the tender without any interpolation. The tendered amount for the

work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between the price quoted in words and in figures, lower of the two shall be considered as the quoted price. The quoted price shall be corrected only for arithmetical error. The tenderer / bidder is permitted to quote only in Indian Rupees and the payment for the work will be made only in Indian Rupees.

B.7.2 The rate quoted in the schedule accompanying the tender shall be written legibly and be free from errors, overwriting or conversions of figures. Corrections, where unavoidable should be made by crossing out, initialing, dating and rewriting.

B.7.3 The TNTPO or any officers authorised by it, reserves the right to reject any or all the tenders without assigning any reasons thereof and also reserves the right to award the works to the Contractor or split the work suitably and award the same to one or more contractors without assigning any reasons thereof.

B.8 PERIOD OF COMPLETION

The period of completion of work will be seven (7) days from the date of LOA including all Sundays and holidays declared by Government Central/State without affecting the schedule of events / exhibitions already booked by TNTPO.

B.8.1 If the contractor fails to maintain the above stipulated time of completion of works the contractor is liable to pay liquidated damages as stipulated in this contract.

B.8.2 LIQUIDATED DAMAGES

If the contractor fails in the due performance of this contract within the time fixed by the contract (i.e.) 7 days from the date of LOA, the organisation shall have suffered loss from the delay occurred by such failure, and therefore the contractor is liable, at the discretion of the management, to liquidate damages up to 0.5% (half percent) of the contract price per week and up to a

maximum of 10% of the Contract value, after the actual completion period of 7 days from the date of LOA.

B.8.3 However, in respect of contracts where supplies effected in a part of works, executed in part could not be beneficially used by the organisation (Due to such incomplete supplies/ execution) liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion.

B.8.4 The contractor is liable to pay to the organisation in addition to liquidated damages for damages for delay, the actual difference in price wherever organisation orders, the delayed quantity to be supplied/ executed by other agencies at a higher rate.

B.9. **ADDITIONAL INFORMATION**

Additional necessary information, if required, may be obtained from the Managing Director, Tamilnadu Trade Promotion Organisation, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089, before submission of bids. But it must clearly be understood that tenders must be submitted in order and according to instructions.

B.10 **RATES TO INCLUDE ALL INCIDENTAL CHARGES**

It will be deemed that the rates quoted by the tenderer / bidder are inclusive of all incidental items of work not necessarily mentioned in the schedule but nevertheless essential for the correct and complete execution of the work

The prices should be in Indian Currency, no variation in price will be acceptable and price quoted should be firm till the acceptance of the proposal furnished by the tenderer. At no cost will TNTPO encourage any demand for raise in quoted price during the contract period.

B.10.1 INSURANCE

The Contractor shall cover its personnel (workmen compensation) for personal accident and / or death whilst performing the duty.

The All Risk Policy / policies shall be effected with any Nationalised Insurance Company of India and perils of coverage shall include all kinds of expected risk.

A copy of the policy shall be submitted before commencement of work, indicating the list of manpower to be deployed for the project.

- Safety and Security Standards should be maintained.
- Time Schedule should be maintained.

B.10.2 SUSPENSION / CANCELLATION OF AGREEMENT

- Poor performance
- Delay in execution.
- Installing inferior quality of materials.
- Misbehavior of Contractor's Staff
- Misuse of premises
- If the contractor sublets the work or the space to another agency.
- Any bribe, commission, gift advance given to any officer or representative of the TNTPO.

B.11 TERMS OF PAYMENT

The contractor shall submit the bill after the completion of the entire work and 95% of the payment will be made. 5% of withheld amount will be paid together with Security Deposit on the expiry of guarantee period of 12 months, provided that there is no recovery or forfeiture of any amount from the contractor.

B.12 ADVANCE PAYMENT

It shall be noted that NO ADVANCE PAYMENT will be made by the Organization for any part of the contract,

under any circumstances, even if the Contractor is a Government body.

B.13 ARBITRATION

On any dispute or difference whatsoever arising between the parties out of or relating to the scope, operation or effect of this Contract, or the validity or the breach thereof, the parties shall first Endeavour to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not later than three months, give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.

The dispute or difference shall be referred to the Sole Arbitration of the Chairperson of TNTPO or his nominee including any officer of TNTPO nominated by him and the Contractor shall not raise an objection to such Arbitration on the ground that the Arbitrator is an officer of TNTPO and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this Agreement.

B. 14 DETAILS OF CONFIDENTIALITY

The tenderer / bidder whether his tender is accepted or not, shall treat the specification, and other conditions, as confidential.

B.15 SPECIAL INSTRUCTIONS

The specific attention of the tenderer / bidder is drawn to the following clauses.

TENDER IS LIABLE TO BE REJECTED IF:

- Failing to meet the Pre-Qualification criteria
- Not in the prescribed form.
- Not accompanied by requisite EMD or proof of exemption.

- Not properly signed by the tenderer.
- Received from any black listed firm or contactor.
- Received through telex or telegram or fax.
- Received after expiry of the due date and time.
- EMD is in form of cheque or Bank Guarantee.
- Does not confirm to Organisations specifications.
- Tenderer / bidder is directly or indirectly connected with Government service or Organisation Service or Service of a local authority. ,
- The past performances (or) vendor rating is not satisfactory.
- From a tenderer / bidder who has not been issued with a specification copy.

B.16 RIGHT TO DECIDE THE TENDER RESERVED

It shall be expressively understood by the tenderer that TNTPO or competent authority to decide the tender shall have right to relax or waive any of the conditions stipulated in the specification wherever deemed necessary in the best interest of the TNTPO for good and sufficient reasons. TNTPO does not bind itself to accept the lowest or any other tenders. The TNTPO also reserves its right to reject any or all the tenders without assigning reasons thereof.

B. 17 LIABILITY FOR ACCIDENT TO PERSONS

The contractor shall indemnify and save harm to the TNTPO against all actions, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when works or plant shall have been taken over, by person employed by the contractor on the works whether under the general law or under the Workmen Compensation Act, 1923, or any other statute in force at the date of the contract dealing with question of liability of the employer for injuries suffered by employees and to have taken steps properly to insure against any claims there under.

B.17.1 On the occurrence of an accident which result in the death of the workmen employed by the contractor or

which is due to the contract work and so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Manager and such officers required by the provision of the Workmen Compensation Act the fact of such accident. The contractor shall indemnify the TNTPO against all loss or damage sustained by the TNTPO resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any payable by the TNTPO as a consequence, of the organisation failure to give notice under the provisions of the said act or otherwise to confirm the provision of such act in regard to such accident.

B.17.2 In the event of any claim being made, or action brought against the TNTPO involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under the clause, the contractor shall be given immediately notice thereof, and he shall, with the assistance, if he so requires, of the TNTPO but at negotiations, for the settlement of the same or any litigation that may arise there from. In such cases, the TNTPO shall at the expense of the contractor, afford all available assistance for any such purposes.

B.17.3 In the event of accident of which compensation may become payable under Workman Compensation Act VII of 1923 any subsequent amendment thereof whether by the contractor or by the organisation as principal employer, it shall be lawful for the Managing Director to retain out of money due and payable to the contractor such sum or sum of money as may be in the opinion of the said Managing Director be sufficient to meet such liability.

B.17.4 The decision of the Managing Director shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.

B.17.5 Liability for damage or loss to third party including inspection officers due to act of the contractor or his plant or sub-contractor connected with the execution of this contract shall be fully borne by the contractor. The contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all such incidents for the timely and full settlement of claims under the Workmen Compensation Act. All cases of accidents or injuries shall be reported to the Managing Director with all the full details required for the settlement under the Workmen Compensation Act.

B.17.6 The contractor should report about all accidents within 24 hours to the Managing Director, TNTPO in the preliminary accident form. He should furnish other particulars such as Medical Certificates, wages, particulars, fitness certificates, proof of having paid the compensation fixed by the organisation etc. in due course without delay.

B.18 LIABILITY FOR DAMAGE TO WORKS OR PLANTS

B.18.1 The contractor shall during the progress of the work, properly cover up and protect the work and plant from damage by exposure to the weather and shall take every reasonable, proper timely and useful precaution against accident or injury to the same, from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same be or be occasioned by the acts or commissions of the contractor or his workmen or his sub-contractors and all losses and damages to the works or plant arising from such accident or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and the reasonable satisfaction of the Managing Director. Should such loss or damage happen to units of works or plant or materials falling outside the scope of this contract and due to the contract, those shall

be replaced or compensated for by the contractor to the satisfaction of the TNTPO.

B.18.2 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the organisation be made good by the contractors in like manner but at the cost of the TNTPO at a price to be agreed between the contractor and the TNTPO shall pay to the contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

B.18.3 Until the work shall be deemed to be taken over as aforesaid, the contractor shall also be liable for and shall indemnify, the organisation in respect of all damage or of others occasioned by the act of the contractor or his workmen on his subcontractors or by defective work or materials but not due to cause beyond his reasonable control.

B.18.4 Provided that the contractor shall not be eligible under the contract for any loss or profit or loss of contracts or any claims made against the organisation not already provided for in the contract, not for any damage or injury caused by or arising from the acts of the organisation or of others (save as to damage by fire, as herein after provided) due to the circumstances over which the contractor has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

B.19 POWER TO TNTPO FOR DECIDING ORDER OF WORKS

The contractor shall commence execution at such parts of the site and in such order of priority as the MD, TNTPO shall decide in writing. The Managing Director may from time to time by direction in writing without in anyway vitiating this contract alter the order of the works of any part thereof at such time or times as the Manager may deem desirable and the contractor shall after receiving such direction proceed in the order directed.

B.20 SUSPENSION OF WORK

The TNTPO may from time to time by direction in writing for any valid reasons, without any way vitiating this contract, direct the contractors to suspend the work or any part thereof, at such time or times and for so long as the TNTPO may deem desirable and the contractor, shall not, after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority from TNTPO.

B.20.1 No compensation shall be payable for idle labour, staff and machinery hired. Otherwise due to occasional power failure causes beyond the control of the TNTPO and by the prearranged shut down Electricity supply for which prior notice may be given.

B.21. INSPECTION OF WORKS

The TNTPO or their duly authorized officers shall have at all times full power to inspect the work wherever in progress either on the project site or on the contractor's facility. All records, requested or document relating the works including materials used on works shall be kept open to the inspection of the TNTPO or his authorised representatives when so called for in writing.

B.22 REMOVAL OF IMPERFECT WORK

If it shall appear that work has been executed with unsound, imperfect or unskilled workmanship, or with materials of an imperfect or any inferior quality or otherwise not in accordance with the contract documents, the contractor shall at his own cost rectify, reform, remove or reconstruct the same, either in the whole or in part, as may be directed by the TNTPO or its authorised officers whether or not the value of any such work or materials shall have been included in any payment made to contractor.

B.23 TOOLS AND PLANTS FOR THE EXECUTION OF THE CONTRACTOR

All tools and plant, equipment and tackles required for the complete execution of the contract shall be arranged for by the contractor only at his own cost.

B.24 CLEANING UP THE SITE

Upon completion of the work, the contractor shall remove from the vicinity of the work all plant, buildings, rubbish, unused materials and other materials belonging to him or used under his direction during construction on a daily basis and in the event of failure to do so, the same will be removed by the organisation and relevant expenditure will be recovered from the contractor.

B.24.1 MODE OF DISPATCH

The materials to be well-packed to avoid damage in transit and dispatched by lorry and delivery to the consignee.

1. Transportation Cost :

All included in contract cost, and to be borne by the contractors.

2. Damages / Breakages

Damages if any, should be borne by the Contractor

3. Third Party inspection

The TNTPO shall appoint third party inspection authorities for evaluation of the materials and quality of workmanship. Payment for third party inspection will be borne by TNTPO.

B.25 JURISDICTION

Any suit or any proceeding in regard to any matter arising in any aspect under this contract shall be instituted in any

court in the city court at Chennai or the court of small causes at Chennai. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction. In case of any part of the cause of action might arise within jurisdiction of any court (Tamil Nadu) and not in the courts in Chennai city then it is agreed to between the parties that such suites or proceedings shall be instituted in court within the State of Tamil Nadu and no other court outside the State of Tamil Nadu have jurisdiction even though any party of the cause of the action might within the jurisdiction of such court.

B.26 FORCE MAJEURE

If at any time during the continuance of this contract, the performance in whole or in part in any delegation under this contract shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy acts of civil commotion, strikes, lockouts, sabotages, restrictions or other acts of God (herein after referred to as eventualities), then provided notice of the happening of any such eventuality is given by the TENDERER / BIDDER to the organization within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract nor shall any claims for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract and shall not be refunded as soon as practicable after such eventuality has come to an end ceased to exist.

B.26.1 Provided that if the performance in whole or part by the tenderer / bidder or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 5 days, the organisation may at its option, terminate this contract by notice in writing;

B.26.2 Special conditions to be adopted in this Tender.

1. All the materials should have correct specification as mentioned in the Tender.
2. All the materials used should have Brand Name or make.
3. Successful Tenderer should attend night works and on holidays if they are asked to do so.

B.27 IDLE TIME

Idle time Charges for any reason whatsoever shall not be entertained by the TNTPO.

B.27.1 If the contractor fails to maintain the stipulated time of completion specified here in above, he shall be liable to pay liquidated damages as per clause B.8.2. It shall be clearly understood that Failure to meet the completion dates and /or slow progress of work shall also attract penalty as per General Conditions of contract in Tamilnadu Building Practice (TNBP).

B.27.2 The contract period shall commence from the date of taking over of site. The successful bidder shall take over the site on the same day of award of LoA. In case of failure to take over the site, the contract is liable for cancellation.

B.27.3 A Project Planning schedule for executing the work should be furnished by the contractor within 2 days from the date of taking over of site. Failure to submit the program will attract a penalty of Rs.5,000/- per day.

B.28 The contractor should satisfy the Organization that an 'Accident Risk Insurance Policy' is taken before taking over the site for taking up the work and also to satisfy the Field Manager, that the policy / policies is / are kept in force till the contract is completed and the works are taken over by the TNTPO, on the issue of completion certificate.

B.28.1 Recoveries will be made from contractor's bill for any liability for the accidents and refund of the same

considered later after the claim is fully settled by the Insurance Authorities.

B.29. ERECTION OF SHEDS

The contractor will be permitted to install their own pre-engineering building as shed for office and warehouse purpose, at the place approved by the TNTPO authorities, free of ground rent. The TNTPO will not allow any land for putting up labor sheds and living Quarters for their construction staff. The contractor has to dismantle the sheds and remove all other things belonging to him after completion of work, at his cost. In the event of failure to do so, the same will be removed by TNTPO and the relevant expenditure will be recovered from the contractor.

B.30. QUANTITIES

B.30.1. The quantities against various items of work furnished into the schedule of quantities are only approximate. They are meant for the purpose of having a common base for comparison of various tenders. The individual items can vary to any extent either (+) or (-) and the contractor cannot claim any extra payment on this account. The prices shall remain firm for any variation subject to overall variations in the value tenders limited to $\pm 10\%$ of the overall value of contract.

B.30.2. Tenderer / Bidder along with his tender shall furnish the percentage increase or decrease in his price if its total value of contract exceeds $\pm 10\%$.

Managing Director

Form of Agreement between the Contractor and TNTPO

CONTRACT AGREEMENT NO DATED.
THIS AGREEMENT is made on between Tamilnadu Trade Promotion Organisation (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Mount Poonamallee Road, Nandambakkam, Chennai - 600 089 of the One Part,

AND

M/s..... having its registered office at (Hereinafter, referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns of the other part for "Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89".to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for "Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89".at its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of[Rupees

..... Only].

- IV. AND WHEREAS the Client desires that the “Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89”. (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the “Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89”.of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for “Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89” failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII AND WHEREAS the Contractor shall be responsible for payment of GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- IX. AND WHEREAS the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Acceptance issued by the Client.
- (b) The complete Bid, as submitted by the Contractor.
- (c) The Addenda, if any, issued by the Client.
- (d) Any other documents forming part of this Contract Agreement till date. (Bank Guarantee)
- (e) Charges - Schedule annexed to this Article of Agreement
- (f) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
TamilNadu Trade Promotion
Organisation

(Authorised Signatory)

Managing Director
(Authorised Signatory)

**FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)**

To,
The Managing Director,
TAMILNADU TRADE PROMOTION ORGANISATION
Chennai Trade Centre Complex,
Nandambakkam,
Chennai - 600 089.

Sub : No Deviation Certificate.
Job : “Strengthening of Existing Bituminous roads in Chennai
Trade Centre Complex, Nandambakkam, Chennai – 89”.
Ref : Tender No

Respected Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby have understood that the project is time bound and has to be completed within 5 days from the date of LOA, failing which the LD clause as mentioned in tender conditions will be attracted on us. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,
Yours faithfully,

(Signature, date & seal of authorized
Representative of the bidder)

DECLARATION

- (a) I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- (b) The rates quoted by me are valid and binding on me during the period of validity of the tender.
- (c) I, the undersigned hereby bind myself to the Managing Director, TNTPO, Chennai Trade Center, Tamilnadu, during the period of contract.
- (d) The Performance Security deposited by me shall remain in the custody of the Managing Director, TNTPO, Chennai Trade Center, Chennai till the expiry of the contract. The Security Deposit will not carry any interest.
- (e) The conditions contained herein shall form part of and shall be taken as included in the agreement itself.
- (f) I will be wholly responsible for completing the work of “Strengthening of Existing Bituminous roads in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89” and will ensure timely completion of the contract.
- (g) I shall be responsible to provide all benefits i.e., Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- (h) I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- (i) Should any lapses occur from me or on my workers part, while discharging the services, TNTPO management may cancel my contract and award the work to another agency and the cost difference may be recovered from me.
- (j) There is no vigilance/CBI or court case pending against the firm.
- (k) The decision of the Managing Director, TNTPO, Chennai Trade Centre, Chennai regarding the acceptance/rejection of Tender will be final and binding upon me.

Affirmation

I,Son / Daughter of Shri
..... Partner / Director / Authorized Signatory of
..... affirm that I am competent to sign this
declaration and execute this tender document.

I have carefully read and understood all the terms and conditions
of the tender and hereby convey my acceptance of the same.

The information / documents furnished along with the above
application are true and authentic to the best of my knowledge
and belief. I am well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under
appropriate law.

Date:

Signature of owner / Managing Partner / Director

Place:

Name:

Seal:

**N.B.: The above declaration, duly signed and sealed by the
authorized signatory of the Company, should be enclosed
with Technical Bid.**

ABBREVIATIONS:

TNTPO	-	TamilNadu Trade Promotion Organization
MD	-	Managing Director
CTC	-	Chennai Trade Centre
DD	-	Demand Draft
BG	-	Bank Guarantee
SD	-	Security Deposit
EMD	-	Earnest Money Deposit
NIT	-	Notice Inviting tender
LD	-	Liquidity Damages

Format of the Application Form to be submitted by the tenderer

“Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89”.

COVER A - TECHNICAL BID

1	Name of Tendering Company /Firm / Tenderer	
2	Name of owner / Partners/ Directors	
3	Full Particulars of Office	
(A)	Address	
(B)	Telephone No.	
(C)	Fax No.	
(D)	E-mail Address	
4	<i>Full Particulars Of The Bankers Of Company / Firm / Tenderer, With Full Address / Tel. No.</i>	
(A)	Name of the Bank	
(B)	Address of the Bank	
(C)	Telephone No.	
(D)	Fax No.	
(E)	E-mail address	
5	<i>Registration Details</i>	
(A)	GRADE A / CLASS 1 Regn. #	
(B)	PAN/TAN No.	
(C)	GST Registration No.	
(D)	E.P.F. Registration No.	
(E)	E.S.I. Registration No.	
6	<i>Details of Earnest Money Deposit</i>	
(A)	Amount ()	
(B)	D.D/ P.O. No. and Date	
(C)	Drawn on Bank	
(D)	Valid upto	

7.	<i>Audited Balance Sheets</i>	
(I).	Audited Balance Sheets for 2015-16 2016-17 2017-18	
(II).	Audited Income & Expenditure Statement for 2015-16 2016-17 2017-18	
(III).	Audited Profit and Loss Account Statement for 2015-16 2016-17 2017-18	
(IV).	Audited Report Statement for 2015-16 2016-17 2017-18	

Details of the Existing /Past contracts

	Name and Address of the organization / client, Name of Designation, and Telephone /Fax No.of the officer concerned	Details regarding the contract including manpower deployed	Value of contract Contract	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if any				

Details of Plant and Machinery

Sl. No	Name and Make of Machinery	Nature of Use	Value (Apprx.)

Details of Technical Staff

Sl. No.	Name, ESI No, P.F.No.	Designation	Qualification	Training	Experience (Years)	Status of Health
1		Project Engineer	B.E (Civil)		5	

The above formats may be used to provide requisite details.

Format of Affidavit of Undertaking with regard to Blacklisting/Non-debarment by any organization

(To be furnished in Rs.20 (Non-Judicial) stamp paper)

To
The Managing Director,
Tamilnadu Trade Promotion Organisation,
Chennai Trade Centre,
Nandambakkam,
Chennai – 600 089.

Madam,

I/We have read and examined the complete documents of the tender related to the work of “Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89”.

1. I/We do hereby declare that our firm have never been Black-listed or debarred or declared ineligible by any Agency/any State/Central Government/PSUs till date nor we are facing/filed any Litigation proceedings regarding black-listing or debarring with either of the above said Agencies/State/Central Government/PSUs for corrupt and any kind of fraudulent practices either indefinitely or a particular period of time.
2. In the event of detection of false declaration/statement at stage of the entire process of scrutiny of tender/execution of work, our tender/contract shall be liable for truncation/cancellation/termination without any notice including forfeiture of E.M.D., Security Deposit.

Date:

Signature of owner / Managing Partner / Director

Place:

Name:

Seal:

COVER B - FINANCIAL BID

Name of Work: Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89.

SL. NO	QTY	DESCRIPTION	RATE	UNIT	AMOUNT
1	10,270 M ²	Providing and laying of Bituminous Concrete of thick 2.5cm premix carpet surfacing with 3cu.m of stone chippings 10mm nominal size per 100 sqm and bitumen emulsion (medium setting min 65% bitumen content) complying with IS 8887, using 96kg per cu.m of chippings of road surface, including consolidation with road roller etc., complete.		Sq.m	
2		Providing and laying Tack coat over the Existing Bituminous bituminous surface using 3.00 Kgs of bitument emulsion (Rapid setting 1) per 10.00 Sq.m including cost of bitumen at the site , including labour charges for preparing the surface and applying the required quantity of bitumen emulsion as tack coat using bitument sprayer etc., complete.			
	10,270 M ²	On bituminous surface @ 0.50 Kg/Sq.m		Sq.m	
		Sub Total			
		GST- 18 %			
		GRAND TOTAL			

(Signature, date & seal of authorized Representative of the bidder)

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Name of the work: Strengthening of Existing Bituminous Road in Chennai Trade Centre Complex, Nandambakkam, Chennai – 89.

1	Cost of tender document if downloaded from the website of TNTPO	Yes/No	
2	Whether E.M.D. is enclosed?	Yes/No	
3	Whether proof for having average annual financial turnover during the last three financial years is attached?	Yes/No	
4	Whether copy of documents in support of experience in completion of similar works is enclosed?	Yes/No	
5	Whether copy of Income Tax Returns for the last three years is enclosed?	Yes/No	
6	Whether an Affidavit of Undertaking on Rs.20 non judicial stamp paper with regard to Blacklisting/Non-Debarment by any Organisation is enclosed?	Yes/No	
7	Whether copy of Registration for GST, PAN and TAN is enclosed?	Yes/No	
8	Whether copy of Registration for ESI and EPF is enclosed?	Yes/No	

(Signature, date & seal of authorized Representative of the tenderer)