



**TIRUCHIRAPPALLI SMART CITY LIMITED**

**TENDER DOCUMENT for**

**Development of Solar Power plant site at Panjapur In Ward No:39. (Phase-IV) (Part-VI)**

**Tender Notice No. 192/2020-2021**

**Sl.No:7**

## I. NOTICE INVITING TENDERS (NIT)

(Two Cover System)

Tender Notice : 192

Name of Work :DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD  
NO:39. (PHASE-IV) (PART-VI)

Type of Contract	:	Item Rate
Period of bid document available	:	From 08.01.2021 to 18.01.2021
Last date and Time for Receipt of bids	:	19.01.2021 Time 15.00 Hours
Time and Date of opening of bids (first cover)	:	19.01.2021 Time 16.00 Hours
Place of Bid Opening	:	Office of the The Managing Director, Tiruchirappalli Smart City Limited, Tiruchirappalli City Municipal Corporation Building, BharathidasanSalai, Cantonment, Trichy – 620 001.
Address for Communication	:	The Managing Director, Tiruchirappalli Smart City Limited, Tiruchirappalli City Municipal Corporation Building, BharathidasanSalai, Cantonment, Trichy – 620 001.
Officer Inviting Bids	:	The Managing Director, Tiruchirappalli Smart City Limited, Tiruchirappalli City Municipal Corporation Building, BharathidasanSalai, Cantonment, Trichy – 620 001.

## II. INVITATION FOR BIDS (IFB)

### NATIONAL COMPETITIVE BIDDING

#### DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)

1. The Managing Director, Tiruchirappalli Smart City Limited, hereinafter called 'the Employer' invites sealed bids from eligible bidders for the following works.

TABLE -1

SI.No	Name of Work	Estimate Cost (Rs. in Lakhs)	Approximate Value of work Put to Tender (Rs. lakhs)	Bid Security (Rs.)	Period of Completion
1	2	3	4	5	6
1	DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)	93.00			

2. The bidder should satisfy the following criteria and have the financial status within the last 5 years (i.e.) from the financial year 2016 -2017 to 2020 – 2021.

TABLE – 2

#### ELIGIBILITY / QUALIFICATION CRITERIA

S.No.	Description	Qualification Criteria
1.	The Bidder should be at least a CLASS 1 contractor, currently registered with any state government department / Board / Government undertaking	
2.	The applicants should have been in the civil construction works field at least for the past Five years. (2016-17 to 2020-21) he should submit the audited balance sheet for last five years.	
3.	Should have achieved an annual financial turn over Rs 93.00 Lakhs (100 % of the value of work put to tender) from the financial year 2016 -2017 to 2020 – 2021	Rs. 93.00 Lakhs
4.	Should have satisfactory completed a civil works of similar nature in his own name in a single agreement for a value of not less than Rs.46.50 Lakhs (50% of the Value of work put to tender) in the last five years from 2016-17 to 2020-21 for Government Department/ Board/Government Undertaking.	Rs. 46.50 Lakhs

S.No.	Description	Qualification Criteria
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]	Rs.13.95 Lakhs

3. Bids from Joint Ventures will not be accepted.
4. The bidding document can also be down loaded from the websites, [www.tn.tenders.gov.in](http://www.tn.tenders.gov.in), on free of cost. The bidding documents will be made available from **08.01.2021 to 18.01.2021**
5. A two cover bidding procedure will be adopted. First cover will be opened in the presence of bidder's authorised representatives who choose to attend at the address given below at **16.00** hours on **19.01.2021**  
Bids containing separately sealed (1) Technical Bid envelope and (2) Price Bid envelope must be delivered to the address below on or before at **15.00** hours office time on **19.01.2021**
6. All bids must be accompanied by a bid Security as **stated in the Table-1** above, in a separate cover kept in the technical bid envelope. The mode of payment of bid security and bid submission are detailed in the bid document. The bid should be addressed to Commissioner, Tiruchirappalli Smart City Limited and The Managing Director, Tiruchirappalli Smart City Limited at the address below.  
Late Bids will be summarily rejected.
7. Validity of Tender: To be valid up to 90 days after the dead line date for bid submission.
8. A Pre-bid meeting for the above tender will be held on **at** hours in the Conference Hall, Tiruchirappalli City Corporation, at the address mentioned below.
9. Interested bidders may obtain further information and inspect the bidding documents at the office of the Commissioner, Tiruchirappalli Smart City Limited and Managing Director, Tiruchirappalli Smart City Limited, Tiruchirappalli at the address given below on all working days from **10.00 hours to 17.45 hours up to 18.01.2021**
10. **Other details can be had from the Bidding Document**  
**Address:** (for Information, Purchase and Delivery & Opening of Bids)

Managing Director,  
Tiruchirappalli Smart City Limited.

## SECTION - 2: INSTRUCTIONS TO BIDDERS (ITB)

### A. GENERAL

#### 1. Scope of Bid

1.1 **Managing Director, Tiruchirappalli Smart City Limited** (referred to as Employer in these documents) invites bids for **DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)** (as defined in these documents and referred to as 'the works'). The bidders may submit bids for any or all of the works detailed in the table given in instruction to bidders.

1.2 The successful Bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3 Throughout these Bidding documents, the terms bid and Tender and their derivatives (bidder/Tenderer, bid/tendered/Tendering, etc.) are synonymous and day means calendar day. Singular also means plural.

#### 2. Source of Funds

2.1 Tiruchirappalli Smart City Mission Funds

#### 3. Eligible Bidders

3.1 This Invitation of Bids is open to all eligible bidders. Payments will be made only in Indian Rupees.

3.2 All bidders shall provide in Section 3, Form of Bid and all Qualification Information required under this contract.

3.3 Deleted.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 37.1

#### 4. Qualification of the bidder

4.1 All bidders shall provide in section 3, Forms of Bid and Qualification information a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 Pre-qualification was not undertaken for this contract.

4.3 All bidders shall include the following information and documents with their bids in Section 3:

(a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.

(b) Total monetary value of construction work performed for each of the qualifying period.

- (c) Experience in works of a similar nature and size for each of the qualifying period, and details of works under way or contractually committed, and clients who may be contacted for further information on those contracts.
- (d) Major items of construction equipment proposed to carry out the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- (g) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)
- (h) Authority to seek references from the Bidder's bankers.
- (i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute.
- (j) Proposals for sub-contracting components of the Works which in aggregate add to more than 20 percent of the Bid price (for each, the qualification and experience of the identified sub-contractor in the relevant filed should be annexed). No vertical splitting of works for sub-contracting is acceptable and
- (k) The proposed methodology and program of construction including Environmental Management Plan, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- (l) All the credentials furnished by the bidder towards satisfying the qualification criteria shall be duly certified by a "Notary Public".
- (m) The credentials to meet the qualification criteria for S. Nos. b to d shall be from the client/Employer. No self-certification will be accepted
- (n) GST Certificate should be enclosed

4.4 Bids submitted by a consortium of two or more firms as patterns shall comply with the following requirements:

- (a) The bid shall include all the information listed in Sub-clause 4.3 above.
- (b) The bid and in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners
- (c) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners

- (d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge
- (e) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid]
- (f) The consortium agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the employer
- (g) The consortium agreement should be registered in Chennai before execution of the agreement so as to be legally valid and binding on partners; and
- (h) A copy of the Consortium Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a consortium Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement

**4.5 A. To qualify for award of the contract, each bidder in his Own name should have in the last five years ie, from 2016-17 to 2020-21**

S.No	Description	Qualification Criteria
1.	The Bidder should be atleast a CLASS I contractor, currently registered with any State Government Department / Board / Government Undertaking	
2.	Should have achieved an annual financial turn over Rs. 93.00 Lakhs (equivalent to 100% of the value of work put to tender) in any one of the proceeding 5 years from 2016-2017 to 2020-2021	Rs. 93.00 Lakhs
3.	Should have satisfactorily completed a civil works of similar nature in his own name in a single agreement for a value of not less than Rs. 46.50 Lakhs (50% of the Value of work) in the last five years from 2016-2017 to 2020-2021 duly certified by an officer not less than the rank of Executive Engineer / Municipal Engineer	Rs. 46.50 Lakhs
4.	The applicant should have working capital sufficient to finance at least Rs. 13.95 Lakhs 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 and the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled banks]	Rs. 13.95 Lakhs
5.	The bidder in his own name as a prime contractor in a single agreement should have satisfactorily the following quantities of work in any one of the preceding five years from 2016-2017 to 2020-2021. Contract duly certified by not less than the rank of Executive Engineer / Municipal Engineer.	

The bids of the contractors, whose previous performance and financial turnover is found to be poor / not meeting the requirements as specified above in 4.5A will be summarily rejected and will not be taken up for evaluation.

Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year based on rupee value to bring them to 2019-2020 price level and that will be considered for the qualifying criteria.

**4.5 B. Each bidder should further demonstrate:**

- (a) Availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

<b>SINo</b>	<b>Name of the Equipment</b>	<b>Quantity</b>
1.	Mini Earth Mover (JCB for other make)	–
2.	Concrete Pumps 30 Cu.m Per Hour	–
3.	Shuttering Materials	–
4.	Shutter Props 4m Length	–
5.	Concrete Mixers	–
6.	Tipper Lorries	–
7.	Mechanical Vibrators	–
8.	Tripod	–

**NOTE :**

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3 (k) above to allow the employer to review their proposals. The numbers, types and capacities of each plant / equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

- (b) availability for this work of a Project Manager (civil) with not less than 15 years' experience in construction of similar civil engineering works and other key personnel with adequate experience as required and

**Key Personnel required for the Project**

- 1) 1 Site Engineers BE (Civil) with not less than 10 years Experience in Construction of Civil works like commercial buildings.
- 2) 2 Site Supervisors Diploma (Civil) with not less than 5 years Experience in Civil Construction works



- (c) liquid assets and / or availability of credit facilities of not less than **Rs.1.00 Crores** (Credit lines / letter of credit / certificates from Banks for meeting the funds requirements etc.) should be enclosed duly certified by a chartered accountant (or) notary Public.

#### **4.5 CDeleted**

**4.6** Consortium is permitted in this tender. Only a maximum of 3 partners are allowed in a consortium.

- i. In respect of Turnover as per clause 4.4 of 1TB, volume I of the bid document, the lead partner should meet not less than 50% of the qualifying criteria and other partners should meet individually not less than 25% of qualifying criteria and all the partners should collectively meet 100% of the qualification criteria.
- ii. In respect of qualification criteria towards single work the bidder on his own or any of the partners of the consortium should have completed successfully the works specified, as stipulated in the bid document for which necessary documentary evidence should have produced
- iii. In respect of qualification criteria related to Civil works, the bidder on his own or the consortium partners together should satisfy the criteria as stipulated in the bid document for which necessary documentary evidence should be produced

Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria. The experience of the bidder to the extent of work done as a Sub-contractor in past and duly certified by the owner of the project will be considered.

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

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

Where

A = Maximum value of civil engineering works executed in anyone year during the last five years (updated to 2015-2016 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited i.e 1 year

B = Value of works of existing commitments and on-going works to be completed during the next 2 years.

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

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

## **5. One Bid per Bidder**

5.1 Each bidder shall submit only one bid for one contract. A bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **6 Cost of Bidding**

6.1 The bidder shall bear all cost associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

## **7. Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. BID DOCUMENT**

### **8. Content of Bid Documents**

8.1 The bid document contains the following:

- i. Invitation for Bids
- ii. Instructions to Bidders
- iii. Forms of Bid and Qualification Information
- iv. Conditions of Contract
- v. Contract Data
- vi. Forms of Securities
- vii. Specifications
- viii. Drawings
- ix. Bill of quantities

In case the intending bidder wishes to buy the bid document from the Corporation he can obtain from the Executive Engineer after remitting necessary fees for the same in to the Corporation treasury

8.2 Of the three sets of the bidding documents supplied, two sets should be completed and returned with the bid and the third copy can be retained with the bidder.

## **9. Clarification of bid documents**

9.1 A prospective bidder requiring any clarifications on the bid documents in respect of provisions / clauses incorporated or not incorporated in the bid documents, may notify the employer in writing. The Employer will respond to any request for clarification, which he received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

### **9.2 Pre-bid meeting**

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at office of the **Managing Director, Tiruchirappalli Smart City Limited, Tiruchirappalli City Corporation Building, Bharathidasan Salai, Cantonment, Tiruchirappalli – 620 001** on at            hours.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable (hereinafter 'cable' includes telex and facsimile) to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **10 Amendment of bidding documents.**

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing suitable addendum.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing / e-mail / facsimile to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 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 20.2 below.

## C. PREPARATION OF BIDS

### 11. Language of the Bid

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

### 12. Documents Comprising the Bid

12.1 The Bid submitted by the bidder shall comprise the following documents

#### First Cover – Technical Bid

- (a) Bid Security
- (b) Technical Bid
- (c) Qualification information Form and Documents
- (d) The Bid (in the format indicated in Section 3)

#### Second Cover – Financial Bid

- (a) Priced Bill of quantities

And any other material required be completing and submitting by bidders in accordance with these instructions. The documents listed under Sections 3, 4 and 7 of Sub Clause 8.1 shall be filled in without exception.

The Bids must be accompanied with the prescribed Bid security amount in a separate envelope kept in the Technical bid envelope. The first cover with Bid security cover and Technical bid cover shall be written on the cover as “Technical Bid” and “Bid Security”. The second cover with the Financial Bid shall be written on the cover as “Financial Bid”.

12.2 Bidders bidding for this contract together with other contracts stated in the IFB /NIT to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

### 13. Bid Prices and Rates for items.

13.1 The contract shall be for the whole works as directed in Sub-clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 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 rates and prices quoted for other items in the Bill of Quantities.*** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.3 All duties, taxes and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 47 of the conditions of contract.

#### **14. Currencies of Bid and Payment:**

14.1 All prices shall be quoted in Indian Rupees only and payment will be made in Indian Rupees.

#### **15. Bid Validity:**

15.1 The bid shall remain valid for a period of 90 (Ninety) days after the latest date of submission of bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of original bid validity period, Employer may request that the Bidder extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify its bid security for the period of the extension.

15.3 The contract is not subject to price adjustments and fixed during the period of contract and the contractor shall not be eligible for any additional payment for any extension of Bid Validity if so required by the Corporation.

#### **16. Earnest Money Deposit:**

16.1 The bidder shall deposit a Bid Security (E.M.D) for an amount of **Rs.93000.00 Thousand (Rupees Ninety three Thousand Only) along with the technical proposal.** The EMD shall be in the form of a Demand Draft issued by any Nationalized/Scheduled Bank, approved by RBI, located in India in favour of **The Managing Director, Tiruchirappalli Smart City Limited** payable at Trichy.

16.2 Deleted

16.3 Any bid not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in sub-clause 16.1 above shall be rejected by the Employer as non-responsive.

16.4 The bid securities (EMD) of unsuccessful Bidders will be returned as promptly as possible upon the award of contract and on written request from the unsuccessful bidder. The bid security of the bidder who has refused to extend the bid validity as provided in 15.2 shall be refunded after the initial bid validity based on written request from the bidder. Employer shall pay no interest on the bid security.

16.5 The bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

- 16.6 The Earnest Money Deposit may be forfeited
- (a) if the Bidder withdraws its bid after opening of technical bid during the period of bid validity;
  - (b) if the Bidder does not accept the correction of its Bid Price, or
  - (c) in the case of a successful Bidder, if he fails within the specified time limit to
    - (i) sign the Agreement, or
    - (ii) furnish the required performance security.

## **17. Alternative Proposals by Bidder**

17.1 Alternative proposal will not be considered.

## **18. Format and Signing of Bid:**

- 18.1 The Bidder shall prepare one original of the documents comprising the bid as described in the Instructions to Bidders, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the Bid Data Sheet and clearly marked "COPIES". In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.3 The bid shall contain no alterations or additions, except those to comply with the 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 the person or persons signing the bid.

## **D. SUBMISSION OF BIDS**

### **19. Sealing and Marking Bids:**

19.1 The bid shall be submitted in two (2) parts viz. PART – A and PART – B. Each part shall be placed in an independent sealed envelope. Each part shall be labeled as below.

#### **PART – A : TECHNICAL BID ENVELOPE**

Contract No. : **192/2020-2021 SI NO :7**

Name of Work : **DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)**

Due Date / time : **19.01.2021 @ 15.00 Hrs**

#### **PART – B : PRICE BID ENVELOPE**

19.2 The contents of each of the two (2) envelopes shall be as described in the subsequent clauses. For all further references, these envelopes will be referred to briefly as:

- Technical bid Envelope
- Price Bid Envelope
- The envelope containing Part A and the envelope containing Part B shall be placed inside and outer envelope and shall be labeled as follows:

Bid for: **DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)**

PART A : Technical Bid Envelope

PART B : Price Bid Envelope

Contract No : **192/2020-2021 SI NO :7**

Due Date / time : 19.01.2021 @ 15.00 Hrs

19.3 The Envelope shall be addressed to

The Managing Director,  
Tiruchirappalli Smart City Limited,  
Tiruchirappalli City Corporation Building,  
Bharathidasan Salai, Cantonment,  
Tiruchirappalli – 620 001.

Each envelope shall carry the name and address of the Bidder prominently.

19.4 The Technical Bid Envelope shall contain the following in the sequence indicated below. The technical bid shall be submitted in two copies.

- i. Covering Letter
- ii. Performance Certificate obtained from the clients as per Qualification Information.
- iii. The Bid Security.
- iv. Letter of Tender / Contractor's Bid with full signature of the Authorized signatory and Seal.
- v. Declaration by the Bidder that his Bid is without any technical and commercial deviations in the format of the letter enclosed with the Bid.
- vi. Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Bid and all subsequent communication.
- vii. Documentary evidence of unambiguous fulfillment of eligibility criteria for Bidding.
- viii. Latest Income Tax Clearance Certificate and Sales Tax Clearance Certificate.
- ix. Bid document signed by the authorized signatory.

- x. Full technical description of the items and services proposed by the Bidder including makes.
- xi. Details of Construction Equipment proposed for the execution of the works and makes.
- xii. Details of manpower / Key Personnel proposed for the Project Management and Site Management including qualification and experience of the personnel.
- xiii. Work methodology and plan.
- xiv. Bar Chart and PERT charts for the execution of the works.
- xv. Confirmation of Performance guarantee and Defects Liability Period in accordance with clause 35 of the Conditions of Contract.
- xvi. Confirmation of the commercial terms and conditions. **There shall be no reference to the price.**
- xvii. List of concurrent commitments including a schedule of contracts under execution including values, percentage of works completed and the schedule date of completion of the work.
- xviii. Any other technical details.

19.5 The “Technical Bid Envelope” shall **NOT** contain the following:

- i. Schedule of Prices of the Bid Document constituting the Lumpsum Bid Price.
- ii. Any indication either direct or indirect or implicit or explicit or implied regarding the Bid Price or its break up details or any other related price indication etc., shall be a cause for outright disqualification of the entire Bid.

19.6 The envelope labeled as “Price Bid Envelope” shall contain the following in the sequence indicated below. This shall be submitted as two copies – 1 original and 1 copy.

- i. Covering letter
- ii. The Bid Price for the work with each page signed, dated and stamped with the seal of the Firm.
- iii. Bill of Quantities duly filled and signed by the bidder in each page.
- iv. Apart from the Schedule of Prices and Annexure duly filled in, Bidders shall not enclose any other documents or statements that influence the price. In such an event the Board shall summarily disqualify the Bidder and reject the Bid.

19.7 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These envelopes (called as inner envelopes) shall then be put inside one outer envelope.



19.8 The **inner** and **outer** envelopes shall be addressed to the Employer at the following address:

The Managing Director,  
Tiruchirappalli Smart City Limited,  
Tiruchirappalli City Corporation Building,  
Bharathidasan Salai, Cantonment,  
Trichy – 620 001.

and bear the following identifications:

Bid for **DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)**

[name of contract]

- **Bid reference Contract No Item No : 192/2020-2021 SI NO :7**
- **Do not open before 15.00 Hrs@ 19.01.2021 [time & date for bid opening]**

19.9 In addition to the identification required in Sub-clause 19.2 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 21.

19.10 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

## **20. Deadline of Submission of Bids:**

20.1 Bids must be received by the Employer at the address as specified above not later than **15.00 Hrs on 15.12.2020** In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with clause 10, 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.

## **21. Late Bids:**

21.1 Any bid received by the Employer after the deadline for submission of Bids prescribed in Clause 20 will not be accepted and will be returned unopened to the Bidder

Any bid submitted in person after 3.00 PM on the due date will not be accepted. Similarly any bid received by post after 3.00 PM on the due date will not be accepted and will be returned unopened to the bidder. Hence the bidders are requested to submit their bid well in advance i.e., before 3.00 PM as per the office clock on the dead line / extended dead line date and time of bid submission. The bidders can submit their bids on any day during the bid submission period.

## **22. Modification and the Withdrawal of Bids:**

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20

- 22.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" OR "**WITHDRAWAL**", as appropriate.
- 22.3 No bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

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

#### **23. Bid Opening:**

- 23.1 The Employer will open all the technical proposals submitted by the Bidders in the presence of the bidders or bidders designated representatives who are present and who shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Subsequently all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.
- 23.3 The Bidders' names, the bid prices, the total amount of each bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to Clause 21. Bids [and modifications] sent pursuant to Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to bidders. The Price bid envelope will not be opened on the same day but on another day in the presence of the qualified Bidders or their authorized representatives. The date and time of opening the Price Bid envelope will be advised to the qualified Bidder in writing.
- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-clause 23.3.
- 23.5 Two cover bidding procedure will be adopted and will be processed as detailed below:

Bids (in two covers) must be delivered to the address below at or before **15.00** Hrs office time on **19.01.2021**. The first cover with Bid Security cover and Technical Bid cover shall be written on the cover as "Technical Bid" and "Bid Security" without any reference to the price. The second cover with Financial Bid shall be written on the cover, as "Financial Bid" will consist of Price Bid only.

Late Bids and Bids without Bid Security will be summarily rejected.

First cover will be opened in the presence of bidders' representatives who choose to attend at the address given below at **16.00** Hrs office time on **19.01.2021**. After technical evaluation of the Bids, the employer will satisfactorily open the second cover (Price Bid) of the bidders who meet the minimum acceptable qualification criteria and who has submitted a technically responsive bid. Only the price bids of those bidders whose bids are found technically responsive and acceptable will be opened on the date and time to be intimated later and the price bids will be evaluated.

#### **24. Process to be Confidential:**

24.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the Bidder's bid.

#### **25. Clarification of Bids:**

25.1 During bid evaluation, the employer may, at his discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

25.2 Subject to sub-clause 25.1 no Bidder shall contact the Employer 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 additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **26. Examination of Bids and Determination of Responsiveness:**

26.1 Prior to detailed technical evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirement of the Bidding documents.

26.2 A substantially responsive Bid is one that conforms to the requirements of the Bid documents without material deviations, objection, conditions or reservations. A material deviation, objection, condition or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way inconsistent with the Bid documents, the Employer's rights or the successful Bidders obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who presented substantially responsive Bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity,

## **27 Correction of Errors:**

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

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two 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 Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-clause 16.6 (b).

## **28 Deleted**

## **29. Evaluation and Comparison of Bids:**

29.1 The employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26 and as per Tamilnadu Transparency in Tenders Act 1998 and Rules 2000.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluation 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 22.5

29.3 The Employer 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.

29.4 This is a fixed price contract and price escalation is not provided in this contract and the evaluation will be based on the fixed price quoted by bid.

29.5 If the bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in clause 34 be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

### **30. Negotiations**

30.1 The Bids determined to be substantially responsive in accordance with Clause 28 will be taken into consideration and the rates of all the items and the total Bid value quoted by the Bidder will be compared with the estimate rates and the total estimate value put to Bid. Where considered necessary the employer may invite the lowest Bidder for negotiations as outlined below:

30.2 The Employer may seek break up detail from the lowest responsive Bidder for the rates quoted for the unbalanced items and total Bid amount offered by the Bidder within 10 days time. The Bidder may also be requested to examine the possibility of reducing the rates of high pitched items quoted and the Bid amount to the extent possible.

30.3 Then the lowest Bidder has to furnish the breakdown details as required by the Employer within the time limit fixed by the Employer. The Bidder may also reduce the rates of the high-pitched items quoted / high percentages quoted if possible or express his inability to reduce the quoted rates/ percentage rate stating the reasons. A reply shall be furnished within the time limit fixed by the Employer.

30.4 If the Employer is satisfied that the details furnished and the reasons stated by the Bidder for his inability to reduce the rates /percentage by the Bidder are reasonable then he may take a decision suitably.

30.5 If the Employer feels that the reduced offer is reasonable, suitable action shall be taken to award the work and if the reduced rates offered / percentage rate even after negotiation is considered still to be on the higher side and if the Bidder refuses to reduce further then the Employer may record the reasons and take suitable action to reject the Bids received and to go in for re-Bid

30.6 In the event of deciding the award of the lowest evaluated Bidder with unbalanced rates for certain items / percentage which has resulted in the Bid amount being very much less than the estimated value put to Bid, to safeguard the interest of the Employer and to ensure the

completion of the work by the Bidder additional security deposit will be collected from the selected Bidder as specified in clause 34.5 of the ITB.

## **F. AWARD OF CONTRACT**

### **31. Award Criteria:**

- 31.1 Subject to clause 32, the employer may award the contract to the successful Bidder whose bid has been determined to be technically acceptable and is the lowest in terms of evaluated bid price.
- 31.2 The employer may request the Bidder to withdraw any of the deviations included in the Bidder's offer at the price shown in the bid price offer.

### **32. Employer's Right to accept any Bid and to reject any or all Bids:**

- 32.1 The employer reserves the right to accept or to reject any bid and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected Bidders of the grounds for the employer's action.

### **33. Notification of Award and Signing of Agreement:**

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of clause 34.
- 33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. On payment of performance security ( as per clause 34.1) by the successful bidder, The Employer will then prepare complete set of document (agreement) in which the Employer and successful bidder will sign. This exercise of signing the agreement should be completed within 15 days from the date of receipt of the performance security from the successful bidder. The above agreement shall be prepared on a stamp paper of value not less than Rs.20 /-
- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **34. Performance Security:**

- 34.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount to be

calculated as per clause 34.5 plus additional security for unbalanced Bids in accordance with clause 29.5 of ITB and clause 52 of CC.

34.2 An irrevocable bank guarantee in the form given in the Forms of Securities.

34.3 The performance security of a consortium shall be in the name of consortium. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized / Scheduled Banks

34.4 Failure of the successful Bidder to comply with the requirements of sub-clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

34.5 The value of performance security to be remitted for construction activity will be calculated by adopting the following

a)	For contracts within any plus percentage and upto minus 5% of the contract value for construction compared to the departmental estimated value for construction	2% of contract value
b)	For contracts above minus 5% and upto minus 15% compared to the departmental estimated value for construction	4% of contract value
c)	For contracts which are more than minus 15% compared to the departmental estimated value for construction	5% of contract value

**35. Advance Payment and Security**

35.1 The Employer will provide and Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

**36. Adjudicator**

36.1 The Employer proposes that .....[name of proposed Adjudicator] be appointed as Adjudicator under the contract, at a daily fee of Rs. ....plus boarding, lodging, traveling expenses at actual. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid.

**37. Corrupt or Fraudulent Practices:**

37.1 Bidders/contractors are to observe the highest of ethics during tendering, procurement and execution of contract.

(a) In pursuance of this policy, the employer defines for the purpose of this provision, the terms set forth below as follows:

- (i) Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - (ii) Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) A proposal/or award will be rejected if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.

37.2 Furthermore, Bidders shall be -aware of the provisions stated in conditions of contract.



**SECTION 3**

**FORMS OF BID, QUALIFICATION INFORMATION**

**Table of Forms:**

- **CONTRACTOR'S BID**
- **QUALIFICATION INFORMATION**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

**CONTRACTOR'S BID**

**Description of Work: DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI)**

To

The Commissioner/ Managing Director,  
Tiruchirappalli Smart City Limited,  
Tiruchirappalli City Corporation Building,  
Tiruchirappalli, Tamilnadu

Gentlemen,

Having examined the bidding documents including addendum, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid for the Contract Price of .....*[in figures]*.....*[in words]*<sup>1</sup>.

The advance Payment required is : Rupees.....

We accept the appointment of .....as the Adjudicator.

(OR)

We do not accept the appointment of .....as the Adjudicator and propose instead that .....be appointed as Adjudicator whose daily fees and biographical data are attached.

The bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for as or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or Gratuity</u>
----------------------------------	---------------	--

.....  
.....  
.....

(if none, state "none")

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature

---

*1. To be filled by the bidder together with his particulars and date of submission at the bottom of the form of bid*

Name of title of Signatory:.....

Name of Bidder :.....

Address :.....

## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract

1. For Individual Bidders

Constitution or legal status of Bidder

**[Attach copy]**

Place of registration :

Principal place of business :

Power of Attorney of signatory of Bid:

**[Attach copy]**

2. Total value of Civil Engineering construction work

Executed and payments received in the last five years

2016 – 2017 : .....

2017 – 2018 : .....

2018 – 2019 : .....

2019 – 2020 : .....

2020 – 2021 : .....

3. Work performed as prime contractor (in the same name) on works of a similar nature over the last five years.

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay and work completed

3.1 Quantities of work executed as prime contractor (in the same name and style) in the last five years:

Year	Name of the work	Name of the Employer	Quantity of work *	Remarks * (indicate contract Ref.)
2016-2017				
2017-2018				
2018-2019				
2019-2020				
2020-2021				

*\* Attach certificate(s) from the Engineer(s)-in-Charge not below the rank of Executive Engineer*

*B Attach certificate from Chartered Accountant*

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract	Stipulated period of completion	Value of * works remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of works	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

*\*Attach certificate(s) from the Engineer(s)-in-Charge*

The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

Item of equipment	Requirement Nos. (capacity)	Owned/leased/to be procured	Availability proposals		Remarks (From whom to be purchased)
			Nos / capacity	Age / condition	

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub clause 4.3 (e) and 4.5 (B) (b) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Sl.No	Position	Name	Qualifications	Years of experience (General)	Years of experience in the proposed position

Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3 (j)]

Sections of the works	Value of Sub-contract	Sub-contractor (name and address)	Experience in similar work

Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents [sample format attached].

Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

Deleted.

Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and 4.3 (k)].

## **2 CONSORTIUMS**

The information listed in 1.1 to 1.11 above shall be provided for each partner of the Consortium.

The information in 1.13 above shall be provided for Consortium.

Attach the power of Attorney of the signatory (ies) of the bid authorizing signature of the bid on behalf of the consortium.

Attach the agreement among all partners of the consortium (and which is legally binding on all partners) which shows the requirements as indicated in sub-clause 4.4 of the instruction to bidders.

Furnish details of participation in the consortium as below.

**DETAILS OF PARTICIPATION IN THE CONSORTIUM**

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Partner)</b>	<b>Firm 'B'</b>	<b>Firm 'C'</b>
Financial			
Names of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT  
FACILITIES - \* CLAUSE 4.5 [B] [c] OF ITB**

**BANK CERTIFICATE**

This is to certify that M/s.....is a reputed company with a good financial standing.

If the contractor for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. .... to meet their working capital requirements for executing the above contract.

Bank Seal

Name of Bank

Senior Bank Manager

Address of the Bank

---

*\*the Bidders should ensure that there is no change in the words of the above format.*



**Issue of Notice to proceed with the work**

**Letter head of the Employer)**

.....[date]

To

.....[name and address of the contractor]

.....

.....

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract for the construction of .....@ a Bid Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory  
authorized to sign on behalf of Employer)

## Agreement Form

This agreement, made the .....day of .....2020, between The Commissioner, Tiruchirappalli City Municipal Corporation, Tiruchirappalli[*name & address of Employer*](hereinafter called “the Employer”) and .....  
.....  
.....[*name and address of contractor*]  
(hereinafter called “the Contractor” of the other part).

**Whereas the Employer is desirous that the Contractor execute the work**  
**Under**  
**Tiruchirappalli Smart City Limited. Contract No.192/2020-2021 SI NO :7** [*name and identification number of Contract*] (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. ;
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the Works;
  - iii) Contractor’s Bid;
  - iv) Contract Data;
  - v) Conditions of Contract (General & Special);
  - vi) Specifications (General & Special);
  - vii) Drawings;
  - viii) Bill of Quantities; and
  - ix) Any other document listed in the Contract Data and replies to queries clarifications issued by the Employer, such confirmations given by the bidder which are accepted by the employer and all the Addendum

issued as forming part of the contract with the most recent documents taking precedence.

- x) Instructions to Bidders
- xi) Safety and preventive measures and digest of labour laws
- xii) Consortium agreement

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

The Common Seal of

.....

was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said

.....  
.....  
.....

in the presence of :

Binding Signature of  
Employer..... of

Binding Signature of Contractor.....

# CONDITIONS OF CONTRACT

## A. GENERAL

### 1. Definitions

Terms which are defined in the Contract Data are not also defined in the conditions of contract but keep their defined meanings. Capital initials are used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

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

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

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

The **Contract Data** defines the documents and other information which comprise the Contract.

The **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**. BOQ Specifications.

The **Defect Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data ( or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract

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

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

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 Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation 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 such in the Contract Data.

**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 included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-contractor** is a person or corporate body who has a Contract with the contractor to carry out a part of the work in the Contract which includes work on the site.

**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 turnover to the Employer, as defined in the Contract Data.

## 2. Interpretation

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 Engineer will provide instructions clarifying queries about the Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date

apply to any section of the Works (other than references to the Completion Date and Intended Completed date for the whole of the works).

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) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract

### **3. Language and Law**

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

### **4. Engineer's Decisions**

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

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. Sub-contracting**

The Contractor may sub-contract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

### **8. Other Contractors**

The Contractor shall co-operate 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 as referred to in the Contract Data, 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.

## **9. Personnel**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer 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.

If the Engineer 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.

Non-employment of Project Manager and other Key Personnel shall be liable for a fine as specified in Contract Data.

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

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.

## **11. Employer's Risks**

The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, 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.

## **12. Contractor's Risks**

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.

## **13. Insurance**

The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Material and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

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

Alterations to the terms of insurance shall not be made without the approval of the Engineer. Both parties shall comply with any conditions of the insurance policies.

#### **14. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

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

The Engineer will clarify queries on the Contract Data.

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

The Contractor shall design, construct and install the Works in accordance with the Specification and Drawings and as per instructions of Executive Engineer in charge of the work.

The basic centerlines, reference points and bench marks will be fixed by Employer.

The Contractor shall establish at his cost, at suitable points, additional reference lines, benchmarks as

#### **17. The Works to be Completed by the Intended Completion Date**

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



## **18. Approval by the Engineer**

The Contractor shall submit Specifications and Drawings showing the proposed temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for design of Temporary Works.

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

The Contractor shall obtain approval of third parties to the design of the Temporary Works where required

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works are subject to prior approval by the Engineer before their use.

## **19. Safety**

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

## **20. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Executive Engineer in charge of works of such discoveries and carry out the Engineer's instructions for dealing with them.

## **21. Possession of the Site**

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

## **22. Access to the Site**

The Contractor shall allow the Engineer and any person authorized by the Executive Engineer access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where material or plant are being manufactured / fabricated / assembled for the works.

## **23. Instructions**

The Contractor shall carry out all instructions of the Executive Engineer which comply with the applicable laws where the Site is located.

The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

## **24. Disputes**

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

## **25. Procedure for Disputes**

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

The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## **26. Replacement of Adjudicator**

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

## **B. TIME CONTROL**

### **27. Program**

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program including Environmental Management Plan showing the general methods, arrangements, orders and timing for all the activities in the Works along with monthly cash flow forecast.

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

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

The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensations Events.

### **28. Extension of the Intended Completion Date**

The Executive Engineer incharge shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

The Executive Engineer incharge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Executive Engineer incharge for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

### **29. Deleted**

### **30. Delays Ordered by the Executive Engineer**

The Executive Engineer may instruct the Contractor in writing to delay the start or progress of any activity within the Works.

### **31. Contract Management Meetings**

Contract management should be conducted at least once in a month at the office of the employer. The main aim and purpose of the management meetings shall be to review the mile stones, causes of delay if any and action plan to complete the remaining works and to deal with matters raised in accordance with the early warning procedures.

The Executive Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32. Early Warning**

The Contractor is to warn the Executive Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the executions of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall co-operate with the Executive Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

## **C. QUALITY CONTROL**

### **33. Identifying Defects**

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

The contractor shall permit the employer's Technical auditor to check the contractor's work and notify the Executive Engineer and contractor of any defects that are found such a check shall not effect the contractor's or the Engineer's responsibility as defined in the contract Agreement.

### **34. Tests**

If the Executive Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

All pipes, specials, electrical and mechanical items shall be subject to third party inspection at the cost of Employer. The contractor shall provide all necessary details such as manufacturer's/supplier's address and location of the manufacturing site well in advance to the Employer for such purpose.

### **35. Correction of Defects**

The Executive Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data.

The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

### **36. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Executive Engineer's notice, the Executive Engineer will assess the cost of having the Defect corrected and the Contractor will pay this amount.

NOTE: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Executive Engineer will certify payments to contractor accordingly.

## **D. COST CONTROL**

### **37. Bill of Quantities**

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

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate quoted in the Bill of Quantities for each item.

### **38. Change in the Quantities**

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item the payment will be made as per actual quantity executed.

The Executive Engineer shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 10 percent, except with the Prior approval of the Employer.

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

### **39. Variations**

All variations shall be included in updated Programs produced by the Contractor.

### **40. Payment for Variations**

The Contractor shall provide the Executive Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Executive Engineer and before the Variation is ordered.

Deleted.  
Deleted.  
Deleted.

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

### **41. Cash flow forecasts**

When the Program is uploaded, the contractor is to provide the Executive Engineer with an updated cash flow forecast.

#### **42. Payment Certificates**

The Contractor shall submit to the Executive Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabulated form as approved by the Engineer.

The Executive Engineer shall check the details given in the Contractor's monthly statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of material for the works in the relevant amounts and under conditions set forth in Clause 51

The value of work executed shall be determined by the Executive Engineer after due check, measurement of the quantities claimed as executed by the Contractor.

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

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

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

If for any reason, the Contractor or his authorized agent is not available and/ or the work is suspended by Employer, recording of measurements will be done by Employer without the presence of the Contractor or his authorized representatives and the Employer shall not entertain any claim from the Contractor for any loss on this account. If the Contractor or his authorized agent or representative does not remain present at the time of such measurements, after the Contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the Contractor.

Payment for the work done by the Contractor will be based on measurements recorded at various stages of the Work. The Contractor or his authorized agent, or representative shall be present at the time of recording of each set of measurements and sign the measurement book or level / field book in token of their acceptance.

#### **43. Payments**

Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and deduction at source of taxes as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Executive Engineer within 28 days of the date of each certificate.

Deleted.

Items of the Works for which no rate or price has been entered in the contract, will not be paid for by the Employer and shall be deemed to have covered by other rates and prices in the Contract.

Payment will be made by the Employer as indicated in the Contract Data.

#### **44. Deleted**

#### **45. Tax**

The rates quoted by the Contractor shall be deemed to be basic rates only, Central and state taxes will be followed appropriately.

If any refund is received by the Contractor in respect of duties or taxes with regard to this work (for material and services) such refund should be passed on fully to The Commissioner, Tiruchirappalli City Corporation. To this effect, the Contractor shall furnish a certificate along with each bill.

#### **46. Currencies**

46.1 All payments shall be made in Indian Rupees.

#### **47. Price Adjustment**

47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data for the works where the period of execution is more than 12 months:

(a) The price adjustment shall apply for the work due to be executed as per milestone quantity of work done from the date of agreement up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each quarter from the formula given in the contract data.

(c) Following expressions and meanings are assigned to the work done during each quarter :

R = Total value of work done during the quarter. It will exclude value for work executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

#### **48. Retention**

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until completion of the whole of the Works.

On completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has

certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole of the Works, the Contractor may substitute retention money (balance half) with an "on demand" Bank Guarantee.

#### **49. Liquidated Damages**

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Time in the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligation and liabilities under the contract.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

#### **50. Deleted**

#### **51. Securities**

The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion. The Bank Guarantee of a Consortium bidder shall be in the name of Consortium.

#### **52. Deleted**

#### **53. Cost of Repairs**

Loss or damage to the Works or Material to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. Contractor shall attend to the defect in the work noticed during defects correction period within 3 days from the date of issue of notice to attend to the defects, failing which the defect will be remedied by engaging other Contractors at any cost and that cost will be recovered from the Contractor's money available with the Employer and balance alone will be paid when it is due.

### **E. FINISHING THE CONTRACT**

#### **54. Completion**

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.



## **55. Taking Over**

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a Certificate of Completion.

## **56. Final Account**

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

## **57. 'As Built' Drawings / Operating and Maintenance Manuals**

If "As Built" drawings and / or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

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

## **58. Termination**

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include but shall not be limited to the following:

- a) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- b) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- c) the Contractor does not maintain a security which is required;
- d) Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- e) if the Contractor, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in the executing the Contract.
- f) The contractor (in case of Consortium) has modified the composition of the Consortium and / other responsibility of each member of the Consortium form what is stated in Consortium agreement without prior approval of the Employer.
- g) Failure of the contractor to achieve two successive milestones.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the evaluation process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a evaluation process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub-clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **59. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

### **60. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

### **61. Release from Performance**

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

### **63.Recovery of Dues.**

63.1 Whenever any amount has to be paid by the contractor in view of termination of contract and by virtue of clause 56.1 above any amount that may be due or may become due from the contractor after recovering from the bills for this work is liable to recover from any other contracts awarded to the contractor and also through the provision of revenue recovery act after issue of notice.

## **64 Fraud and Corruption**

64.1 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 directly or indirectly of any thing of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish at artificial, non-competitive levels to deprive the employer of the benefit of free and open competition and
  - (iv) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if he at any time determines that the firm directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any contract.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **Part I**

#### **1. LABOUR:**

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

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

#### **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law - -(including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

## **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
- (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and

what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### **3. COMPLIANCE WITH LABOUR REGULATIONS:**

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties, shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment, this shall be done in accordance with the Arbitration and Conciliation act, 1996.
- (b) Deleted
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made as per the Arbitration and Conciliation act, 1996.
- (d) Arbitration proceedings shall be held at Trichy, (India) and the languages of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expense of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparations, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be born by each party itself.
- (f) Deleted
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

### **4. PROTECTION OF ENVIRONMENT:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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

**The Water (Prevention and Control of Pollution) Act, 1974:** This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

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

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

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

## **5. Third Party Inspection**

The Employer will have the option to arrange for Third party Inspection of following Procurement to be made by the successful Bidder under this contract. The cost of the Third party Inspection will be met by the Employer and the Bidder is required to render full assistance for arranging the Third party Inspection.





The work consists of

1. The Building will be of R.C.C. framed Structure
2. Brick work will be constructed by II Class bricks
3. Other amenities are as per specifications.

1. The start shall be within 7 days from the date of issue of Notice to proceed with the work. [1.1]
2. The Intended Completion Date for the whole of the Construction Works is 4 Months [17,28]
3. Description of Milestones

**Milestone dates:**

S.No	Description of works	Period from start date			
		Milestone I (1 months)	Milestone II (1 months)	Milestone III (1 months)	Milestone IV (1 months)
1	Construction works	20%	50%	85%	100%

4. The contractor shall submit a revised program for the works within 7 days of delivery of Letter of Acceptance. [27]
5. The site possession date shall be within 7 days from the issue of notice to proceed with the works.
6. The site is as defined in the Index Plan (Volume-II) [1]
7. The defects Liability Period is 1 year for the Construction works and machineries.
8. The minimum insurance cover for loss of or damage to the works, plants, material, equipments, physical property in connection with contract, personal injury or death is Rs.30 lakhs for occurrence with the no. of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always [13]
9. The following events shall also be Compensation Events [44]
10. The period between Program updates shall be 30 days [27]
11. The amount to be withheld for late submission of an updated Program shall be Rs.1,00,000/- for each occurrence. [27]
12. The language of the Contract documents is English [3]
13. The law, which applies to the Contract, is the law of Union of India, applicable to Tamilnadu and the law of Tamilnadu. [3]
14. The currency of the Contract is Indian Rupees [46]
15. Institution whose arbitration procedures shall be used INDINA ARBITRATION AND CONCILIATION ACT 1996 [25]
16. Fees and types of reimbursable expenses to be paid to the Adjudicator

is Rs.2000/- per day plus boarding, lodging, traveling, and other charges  
as per actuals [25]

17. The proportion of payments retained (retention money) shall be 5% from each bill subject to a maximum of 5% of contract value and 2.5% of retention amount will be returned along with the final bill. The balance amount of 2.5% of the total value of the Works will be retained for a period of 2 years reckoned from the date of completion without interest and this amount will be paid to the Contractor after obtaining an irrevocable Bank Guarantee for the further period upto the completion of defect liability period.

18. The liquidated damages for the whole of the works for the each of the milestones are as under:

For Mile Stone 1	= Rs. 10000	per day	
For Mile Stone 2	= Rs. 12000	per day	
For Mile Stone 3	= Rs. 15000	per day	
For Mile Stone 4	= Rs.18000	per day	[49]

The maximum amount of liquidated damages for the whole of the works is 10% percent of final contract price. [49]

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [52]

Performance Security for 2 per cent of contract price plus Rs.\_\_\_\_\_ Lakhs as additional security for unbalanced bids [in terms of ITB Clause 29.5].

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The date by which "As Built" drawings (in appropriate scale)in 5 sets in digitized form are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. Failing which Rs.10,00,000 /- can be retained by the employer from the contractor's bill. [58]

The following events shall also be fundamental breach of contract: [59.2]

1. The Contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent. [60]

**21. The payment terms shall be as follows:**

### **21.1 PAYMENT TOWARDS CIVIL WORKS**

Payments will be made for civil works to the extent of 95% of the value of the finished work done by the Contractor. 5% will be released after satisfactory completion. However, the payments are subjected to deduction of the retention money.

**Note: All payments will be subjected to deduction of retention money as stated in clause 48 of GCC**

## **SECTION 6 : FORMS OF SECURITIES**

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance payment security forms at this time. Only the successful Bidder will be required to provide Performance and Advance payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A	:	Bank Guarantee for Bid Security
Annex B	:	Performance Bank Guarantee
Annex C	:	Deleted
Annex D	:	Bank Guarantee for Advance Payment

**Annexure – A**

**BANK GUARANTEE FOR BID SECURITY**

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for Under Ground Collection System (package II) \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We affirm and bind itself, its successors and assigns by these presents, \_\_\_\_\_ [name of bank] of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

If the Bidder withdraws the bid after Bid opening during the period of validity of the bid.

- a. if the Bidder does not accept the correction of the bid price, pursuant to clause 26 ; or
- b. if the Bidder withdraws the Bid after the issue of letter of acceptance of his Bid
- c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - i. furnish the required Security Deposit or
  - ii. sign the Agreement
- e if the Bidder has furnished incorrect information on qualification and experience

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

This unconditional and irrevocable Bank Guarantee will remain in force up to and including the date \_\_\_\_\_ 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

It is also hereby declared that the \_\_\_\_\_ Bank is empowered under article / bye law \_\_\_\_\_ to issue this Bank Guarantee and undersigned \_\_\_\_\_ (name) and \_\_\_\_\_ designation is authorized by the Bank to sign this Bank Guarantee.

This Guarantee will not be discharged due to change in the constitution of the Bank or the Bidder.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ OF \_\_\_\_\_ THE \_\_\_\_\_ BANK  
\_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

---

[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 15.1 of the Instructions to Bidders.

2 45 days after the end of the validity period of the Bid.

**Annex – B**

**PERFORMANCE BANK GUARANTEE**

To:

.....[*name of Employer*]  
.....[*address of Employer*]

WHEREAS .....[*name & address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No.....dated..... to execute .....[*name of Contract and brief description of Works*] (hereinafter called “the Contract”);

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of .....[*amount of guarantee*] .....[*in words*], such sum being payable in the types and proportions of demand and without cavil or argument, any sum or sums within the limits of .....[*amount of guarantee*]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until.....(i.e) 28 days from the date of expiry of the Defects Liability period.

Signature and seal of the guarantor.....

Name of Bank.....

Address.....

Date.....

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1     *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*



**ANNEX - D**

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To:

.....[name of Employer]  
.....[address of Employer]  
.....[name of Contract]

Gentlemen

In accordance with the provisions of the Conditions of Contract, sub clause 51.1 (“Advance Payment”) of the above mentioned Contract, .....[name and address of Contract] (hereinafter called “the Contractor”) shall deposit with .....[name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of .....[amount of guarantee]<sup>1</sup> ..... [in words].

We, the .....[bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to .....[name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding .....[amount of guarantee]<sup>1</sup> .....[in words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until.....[name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly

Signature and seal of the guarantor.....

Name of Bank / Financial Institution.....

Address.....

Date.....

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<sup>1</sup> An amount shall be inserted by the Bank representing the amount of the Advance Payment and denominated in Indian Rupees.

Letter of Acceptance

From

Commissioner/ Managing Director,  
Tiruchirappalli Smart City Limited  
BharathidasanSalai, Cantonment,  
Tiruchirappalli – 620 001

To

Name and Address of the Successful  
Bidder

Roc. No.

\_\_\_\_\_ (date)

Sub:- DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR  
IN WARD NO:39. (PHASE-IV) (PART-VI) Regarding.

Ref:-

1. Your Tender dated on
2. Corporation Council Resolution No. -----dated-----

\*\*\*\*

This is to notify you that your Bid dated ----- for execution of the DEVELOPMENT OF SOLAR POWER PLANT SITE AT PANJAPUR IN WARD NO:39. (PHASE-IV) (PART-VI) Under Tiruchirappalli Smart City Limited [File No.----] for the Contract Price of Rupees. \_\_\_\_\_ (\_\_\_\_\_) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders' is hereby accepted.

2) You are hereby requested to furnish Security Deposit for an amount equivalent to 2% of the contract value (which includes Earnest Money Deposit already paid) within 15 days from the receipt of this Letter of Acceptance. In terms of clause 30 of the tender document, the Security Deposit should be valid up to 30 days from the date of expiry of Defects Liability Period. You are also required to execute an agreement for fulfillment of the contract in a Rs. 20/- Judicial Stamp Paper. If you fail to remit the required Security deposit and execute the agreement within 15 days, your tender is liable for cancellation and EMD forfeited without notice.

3. You are informed that this is only the letter of acceptance of your bid. Formal work order for the work will be issued on remitting the 2% Security Deposit and execution of agreement.

The Commissioner/ Managing Director,  
Tiruchirappalli Smart City Limited.