

National Competitive Bidding (NCB) Single Stage Two Cover System

BIDDING DOCUMENT For Procurement of the work

Tender for the Supply and Installation of Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu

Volume 1: Technical Bid

Issued on :
Invitation for Bids No. :
Package No. :

Employer:

**The Chairman & Managing Director,
Tamil Nadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
2, Wallajah Road, Chennai – 600 002,
Tamil Nadu
Telephone: +91- 44-, 25333851-85 Email: ttdc@vsnl.com**

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Important Notice

This Tender procedure is governed by “The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000” as amended from time to time.

1. Preamble

Travel and tourism is one of the most important economic activities in many countries worldwide. India has a high potential to become one of the most preferred tourist destinations globally. The Ministry of Tourism, under GoI, strives to increase the world tourist arrival from 0.6% to 1% and to achieve this, the ministry has developed multi- pronged strategies. The Swadesh Darshan scheme was evolved to support development of tourism in India. Under this scheme, Tamil Nadu has been identified to develop a Coastal Tourism Circuit, linking important tourist locations from Chennai to Kanyakumari.

Major tourist destinations identified to form part of the Circuit are Marina beach & Besant Nagar beach in Chennai district, Mamallapuram beach in Kancheepuram district, Rameswaram beach at Ramanathapuram district, Manapad beach at Tuticorin district and finally Kanyakumari, Therkuruchi & Manakudy Estuary at Kanyakumari district. The destinations were selected based on their tourism potential, basic infrastructure available, accessibility

2. Tender Schedule

1.	Tender inviting Authority, Designation and Address	The Chairman & Managing Director Tamil Nadu Tourism Development Corporation No.2, Wallajah Road Triplicane Chennai-600002. Phone: +91-44-25333851-85 E-mail: ttdc@vsnl.com
2.	Name of the Work	Tender for the Supply and Installation of Mobile Scaffold Watch Tower for Surveillance in various places identified under Swadesh Darshan Scheme in Tamil Nadu
3.	Estimate Cost	Rs. 42,04,000
4.	Tender reference	XXXX
5.	Tender documents available	Tender document can be freely downloaded from www.tenders.tn.in websites till the closing date and time of the Tender. The tender document fee is waived for downloading the tender from these sites.
6.	Earnest Money Deposit (EMD)	An EMD amount of Rs.43,000/- (Rupees Forty Three thousand only) should be paid by way of Demand Draft or Banker's Cheque issued by a Bank scheduled in India only drawn in favour of "The Chairman & Managing Director Tamil Nadu Tourism Development Corporation" payable at Chennai.
7.	Pre-Bid meeting	Pre-bid meeting will be held on 02.07.2018 at 04.00 PM at the address mentioned in (1).
8.	Tender submission	Two Part Bid (Technical Bid and Price Bid) should be submitted on the due date and time specified in Sl.No.8 below.
9.	Submission of Tender – Due Date and Time	26.07.2018 at 3.00 PM as mentioned in Sl.No.7 above

10.	Date, Time and Place of opening of Technical Bid	Technical Bid will be opened on 26.07.2018 at 3.30 PM at the address mentioned in Sl.No.(1) above
11.	Date, Time and Place of opening of Price Bid	The date and time of opening of Price Bid will be intimated later only to the Technically Qualified Bidders

3. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid.

1. The bidder should produce certificate of having successfully supply the 4(Four) Nos Mobile Scaffold Watch Tower last three years either in Government or Private organization.
2. The tenderer shall have their production facility in India.
3. The Bidder has to produce documentary proof confirming that at have been manufactured by them meeting the above minimum technical requirements, and are operating satisfactorily in India in any Government or private sector.(last five financial years)
4. The tenderer should attach proof for having sold not less than that is to be quoted (in the tender schedule) in the last 3 years.
5. Bidders should have sound financial background. The Bidders should have a turnover of minimum 45 lakhs, average of last five Financial Years. Necessary audited Balance sheets, proving above requirements are to be furnished with the bid. The tenderer shall submit the copy of certificate showing turnover certified by chartered accountant.
6. The tenderer shall submit registration certificate of the company
7. Copy of PAN card Income Tax clearance certificate with photo duly notarized to be furnished. No due certificate to be furnished.
8. The tenderer shall submit the GST registration certificate.
9. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last three years. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bid shall be rejected.

4. Bid Preparation and Submission

4.1 General Instructions

- a) Before submitting the Bids, the Bidder shall at their own cost and expenses ascertain locations where they have to provide service and satisfy as to the nature of the existing conditions related to the activities and shall obtain information on all matters and

conditions as they may feel necessary for execution of contract.

- b) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- c) It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced as that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the agreement and the intent of TTDC and have been so ordered in writing by the TTDC whose decision shall be final and binding.
- d) Unless otherwise specified in the Tender, no escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- e) TTDC reserves its right to award the contract to any Bidder as per the evaluation procedure. No dispute can be raised by any Bidder, whose Bid has been rejected and no claims will be entertained or paid on this account.
- f) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, consultancy, cost of implementation tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in implementation.
- g) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Successful Bidder should keep the Price firm during the period of Contract including during the period of extension of time. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for whatsoever reasons. The Bidders should particularly take note of this factor before submitting the Bids.
- h) The Successful Bidder shall make all arrangements for their personnel being provided as a part of the contract to reach various locations at their own cost and transport inside the working places.
- i) The Successful Bidder should be fully and completely responsible to TTDC for all the deliverables.
- j) The Bidder shall be deemed to have complied with all clauses in this Tender.
- k) Any vendor who is black listed in TTDC will not be eligible to bid for Tenders in TTDC as per the conditions of blacklisting.
- l) In case show cause Notice has been issued by TTDC for poor Performance, then TTDC reserves the right to disqualify the bid submitted by such vendor.

4.2 Pre – Bid Meeting

The Prospective bidders or their official representatives if Interested can attend the pre-bid meeting on the date and time as specified in the clause 2 "Tender Schedule".

4.3 Clarifications on RFP

A prospective Bidder can submit query to The Chairman & Managing Director, Tamil nadu Tourism Development Corporation in the format prescribed in Annexure-2 "Request for Clarification" on any aspect of the Tender document. TTDC will respond to the queries. A clarification/corrigendum if any will be published in the designated website. The Prospective Bidders shall watch the designated website periodically and download the corrigendum if any published TTDC will not be responsible or liable for any failure of the prospective Bidder in updating the clarifications.

4.4 Cost of Bidding

The Bidders should bear all the costs associated with the preparation and submission of Bids. TTDC will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

4.5 Language of the Bids

The bid prepared by the Bidders as well as all correspondence and documents relating to the bid shall be in English only.

4.6 Tender Document Fee

The Tender Documents may be freely downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee is waived as per the amendment to the Tamil Nadu Transparency in Tender Rules 2000.

Bidder who directly purchase the tender document should remit cost of Rs.7500 plus applicable taxes to "The Chairman & Managing Director, Tamil Nadu Tourism Development Corporation, Chennai."

4.7 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Bankers Cheque issued by a bank scheduled in India only drawn in favor of " The Chairman & Managing Director, Tamil nadu Tourism Development Corporation" payable at Chennai. The demand draft or Bankers Cheque should be deposited physically at the address indicated in the Tender Schedule at Sl.No.1, before the date and time of opening of the tender, by placing it in a cover super scribed as "EMD Charges for the Tender Ref No. **XXX** and date of opening: **26.07.2018** at 3.30 PM"
- b) The EMD of the unsuccessful Bidders will be returned after acceptance of the successful bidder, at the expense of the Bidders within a reasonable time consistent

with the rules and regulations in this behalf. The above EMD held by TTDC till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c) The EMD amount of the successful bidder will be either adjusted towards Security Deposit (SD) or returned back to the bidder on receipt of the full amount of Security Deposit and the Security Deposit will be returned only after the successful fulfilment of the contract.

d) The EMD amount will be forfeited by TTDC, if the bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the successful bidder fails to remit Security Deposit within the respective due dates.

4.8 Letter of Authorization

A letter of Authorization from the Board of Directors / appropriate authority, authorizing the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

4.9 Clarification and Amendments

a) A prospective Bidder requiring any clarifications in the Tender may notify The Chairman & Managing Director, Tamil nadu Tourism Development Corporation by letter or by fax or by email. TTDC will respond to any request for clarifications in the Tender.

b) A pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Schedule. The Bidders are requested to participate in the pre-bid meeting and get the clarifications.

c) Before closing of the Tender, The Chairman & Managing Director, Tamil nadu Tourism Development Corporation at its discretion may amend the Tender and may or may not extend the due date and time for submission of Tenders on account of any amendments.

d) Amendments if any, will be notified in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum in the websites till the closing date of this Tender. TTDC will not communicate the amendments or corrigendum and will no way be responsible for any ignorance.

e) Clarifications received from the bidders, before 48 hours of the closing date of the submission of the bid, will be accepted for giving the replies.

4.10 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical

specifications given in the Tender document. Failure to furnish information required by the bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

4.11 Technical Bid

- a) Technical Bid should be filled by the bidder in the forms provided under the technical bid.
- b) All the forms showing under technical bid, should be filled and all mandatory fields should be filled with the appropriate information.
- c) The bidders should submit all relevant documents against each form to substantiate the information entered in the forms.
- d) All the pages of the documents submitted by the bidder should be signed and sealed.
- e) The bidders should submit the details of make and model of the items offered against the tender requirements.
- f) The Technical bid form should not contain any conditions or price indications strictly, otherwise the bids by the bidder will be summarily rejected.
- g) The Technical bid form should not be changed or altered or tampered. If the bid form is tampered, the bids will be summarily rejected.

4.12 Price Bid Form

- a) The Price Bid should be filled in the forms provided under Price bid.
- b) All the fields in the forms should be filled and cannot leave blank.
- c) All the pages of the documents submitted by the bidder should be signed and sealed.
- d) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in the supply and commissioning.
- e) The prices quoted shall be only in INDIAN RUPEES (INR) only.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of

duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

g) The price bid form should not be changed or altered or tampered. If the bid form is tampered, the bids will be summarily rejected.

h) The price bid form should not contain any conditional offers, partial offers or variation clauses, otherwise the bids will be summarily rejected.

1. Government of India has notified vide Notification No. 20/2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification No. 24/2017 Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

2. Goods and Services Tax (GST) Registration and addition of GST in bills:

6.1 “The Bidder should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services Tax (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) as per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

3. For every Bill, GST will be paid to the Bidder by the Employer. After the payments including GST, the Bidder should pay the GST Amount to Government through his GST Registration No. to the Employer.

a) First Bill Payment:

“At the time payment for first running account bill, the Bidder should produce the GST paid details on goods (Materials) to the Employer for ITC.”

b) Intermediate Bill Payment:

“At the time payment next running account bill, the Bidder should produce the GST paid details of services up to previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.”

c) Final Bill Payment:

“The Bidder should produce the GST paid details for all the materials used for construction work and GST paid details of services for the up to previous payment (i.e. GST paid detail for the up to previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment

of final bill to the employer.”

d) **Submission of GST paid details of Final Bill**

“The GST paid details for the final work bill payment of construction work to be submitted by the Bidder to be employer in few days after getting payments”.

4.13 Bid closing date and time

The Bids should be submitted by the bidder not later than the date and time specified in the Tender Schedule or Corrigendum if published. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence the Bidders should be cautious to submit the bids well in advance to avoid disappointments.

4.14 Outer Cover

The EMD shall be put into a cover with sealed envelope. The outer cover shall be superscribed as “EMD charges for the Tender towards the Supply and Installation of Mobile Scaffold Watch Tower for Surveillance in various places identified under Swadesh Darshan Scheme in Tamil Nadu. - Tender No due on 26.07.2018 @ 3.00 PM”. The “FROM” address and “TO” address shall be written without fail otherwise the outer cover with the contents, is liable for rejection.

4.15 Modification and withdrawal of Bids

The bids once submitted cannot be modified or amended or withdrawn before the due date and time for the submission of the bid.

5. Tender Opening and Evaluation

5.1 Tender Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorization letter from the Bidding Authority.

5.2 Tender Validity

The offer submitted by the bidders should be valid for a minimum period of 120 days from the date of opening of the Tender.

5.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be

treated as non-responsive. If Tenders are;

- Not submitted in two parts as specified in the Tender
- Received without the Letter of Authorization
- Received without EMD amount
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers
- Submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- Non-compliance of any of the clauses stipulated in the Tender
- Lesser validity period
- Not submitted the sample of Mobile Scaffold Watch Tower indicated in the tender document.

All responsive Bids will be considered for further evaluation. The decision of TTDC will be final in this regard.

5.4 Tender Evaluation

5.5 Sample Evaluation

a) One Sample of each items of the specification mentioned in the scope of work in clause 7.2 – Bill of Materials should be submitted on a predefined date which will be informed later, along with the filled in sample submission form as indicated in Annexure-8. The make, model number and brochures / specification of the items along with necessary certifications for testing by TTDC Technical Compliance Statement of the Tender has to be submitted in the technical bid.

b) The Bidders have to submit the sample items on a date which will be indicated later by TTDC for demonstration of the equipment's. No time extension is allowed for submission of samples. Samples submitted after the above due date, would be liable for rejection.

c) Such samples should be delivered at the address mentioned in Sl.No.1 of Clause 2- Tender Schedule.

d) If the samples are not delivered within the time limit specified in the Tender, it would be treated as non-responsive to the Tender conditions and the Bids are liable for rejection.

5.6 Compliance with Technical Specification

All the Bidders should submit the item as asked for evaluation purposes along with the certifications. The compliance statement would be prepared and evaluated. The samples of those bidders, which do not conform to the technical specifications, the bids of those

bidders will be rejected.

5.7 Evaluation Results

The Evaluation test results will enable TTDC to derive the following details:

- To know whether the bidders propose to offer the configuration as per the Tender specification or not.
- To provide decision support for the Technical Committee whether to accept or reject the products.

5.8 Analysis of Evaluation Results

- a. If the equipment supplied for evaluation meets the tender specifications, it would be treated that the equipment had passed the “specifications test”. If the specifications are below the tender specifications, then the equipment would be treated as “failed” in the “specifications test”. The bidders should take utmost care to bring in the samples which should be equal to or better than the specifications given in the tender document.
- b. TTDC reserves the right to reject a sample if it is found that it does not meet the specifications. In such cases the bidder would be treated as “failed” in this test. However, TTDC reserves its right to offer one last opportunity to the bidder to produce another sample for evaluation, say within a short period of 2-3 days. Such a sample would be evaluated again to find out whether the bidder gets “pass” in this test.
- c. Offering this additional opportunity is solely at the discretion of TTDC. TTDC would be pleased to provide such an opportunity ONLY if public interest (healthy competition) demands such a step. In the normal course, such an additional opportunity, would not be given to the bidders.

5.9 Technical Bid Evaluation

- a. A Technical Committee will examine the Technical Bids against the Eligibility Criteria based on the support documents submitted by the Bidders.
- b. The bidders who comply with all the Eligibility criteria and whose sample qualify in the benchmark test are eligible for further processing.

5.10 Demonstration by the Bidders

- a. The Bidders who fulfilled the Bid compliance with Tender Eligibility Criteria as mentioned above may be required to demonstrate the installation and functioning of the sample Mobile Scaffold Watch Tower as per the requirements of the TTDC. The Eligible Bidders should be ready for the demonstration at a short notice.
- b. The Eligible Bidders who are able to demonstrate will be considered for further

processing and will be called as Technically Qualified Bidders. The Eligible Bidders who failed to demonstrate will be rejected.

5.11 Price Bid Evaluation

- a. The Price Bids of the Technically Qualified Bidders alone will be opened as per the date and time specified in the Tender Schedule (clause-2) and then gets evaluated. The Price Bid should include all expenses towards this Tender. The Price Bids will be opened in the presence of the Bidders at Tamil nadu Tourism Development Corporation, Tourism Complex, Wallajah road, Chennai. The Bidders or their authorized representatives will be allowed to take part in the Price Bid Opening.
- b. Bidder has to quote Procurement rate and GST separately. All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c. The bidder can quote for all items indicated in the Price Bid. Partial bid is not allowed and shall be quoted in full without leaving any items. The prices will be evaluated as follows and the decision of TTDC will be the final.
- d. The bidder should quote for all the add-on items pertaining to the parts quoted. Failure to submit the offer / price for all add on items pertaining to that part will be liable for rejection of the bid itself.
- e. The lowest price will be called as L1 price. The L1 price offered bidder will be the successful bidder in the tender.
- f. The L1 Bidder will be called for negotiation by TTDC. TTDC also reserves the rights to call the other bidders to match L1 Price. If more than one Bidder matches the L1 Price, then order will be placed on more than one Bidder, who matches the L1 Price. However, preference will be given to the L1 Bidder. The L1 Bidder will be given an order value more than the other Bidders, who matches the L1 Price. The decision of TTDC will be the final.
- g. All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidders.

5.12 Negotiations

Further negotiations will be conducted with the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6. Terms and Conditions

6.1 Acceptance / withdrawal of Tender

The final decision of selection of Successful Bidder would be based on the technical capacity and pricing. TTDC does not bind itself in selecting the bidder offering lowest prices.

- a) TTDC reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the Government for good and sufficient reasons.
- b) The final acceptance of the tender is entirely vested with the Tender Inviting Authority, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.
- c) The Tender Inviting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, Force majeure conditions or any other unforeseen circumstances.
- d) After acceptance of the Tender by TTDC, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

6.2 Rejection of Tender of banned Tenderer

As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

6.3 Letter of Acceptance

After successful completion of the negotiations, a Letter of Acceptance (LOA) of the tender will be issued to the Successful Bidder.

6.4 Security Deposit

The Successful Bidder will be required to remit a Security Deposit (SD) equivalent to 5% of the value of the order, inclusive of EMD amount by way of demand draft in favor of “Tamil Nadu Tourism Development Corporation” payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid, for a period equivalent to the delivery schedule from the date of acceptance of the tender. The Security Deposit

furnished by the Successful Bidder in respect of the tender will be treated as AMC charges for period of 5 years.

6.5 Execution of Contract

- a) The Successful Bidder should execute an agreement for the fulfilment of the contract in the stamp paper as per the model form of contract given in the tender document as Annexure-9, with such changes / modifications as may be indicated by TTDC at the time of execution.
- b) The incidental expenses for the execution of agreement should be borne by the Successful Bidder.
- c) If the Bidder fails to execute the agreement, the Security Deposit of the Successful Bidder will be forfeited and their tender will be held as non- responsive.

6.6 Release of Work Order

After the receipt of the Security Deposit and execution of the agreement specified in the Tender document, **TTDC** will release a work order to the Successful Bidder.

6.7 Forfeiture of EMD and Security Deposit

The Successful Bidder should nominate and intimate TTDC a Project Manager/Team Lead, who should be responsible for the effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager/Lead is fully familiarized with the Tender Conditions, Scope of Work and Deliverables.

6.8 Assigning of Tender whole or in part

The Successful Bidder should nominate and intimate TTDC a Project Manager/Team Lead, who should be responsible for the effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager/Lead is fully familiarized with the Tender Conditions, Scope of Work and Deliverables.

6.9 Scope of Work and Deliverables.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of TTDC.

6.10 Liquidated Damages (LD)

Liquidated Damages will be levied at the rate of 0.5% per week on the total contract value subject to a maximum of 10% for non-fulfilment of delivery schedule. In the event of failure to fulfil the conditions, **TTDC** /Customer at its discretion may initiate any of the actions such as;

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- **Extension of time may be permitted to complete the work.**
 - **Additional resources will be requested by TTDC/Customer for speeding up the work.**
 - **Contract may be terminated and new contract may be awarded to other Technically**

Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidder may be recovered from the Successful Bidder.

- **Any other action as deemed fit and decided by TTDC /Customer in the best interests of the work.**

6.11 Penalty for Non-Fulfilment of Tender conditions

A penalty will be levied at the rate of 1% of the total contract value in the event of non-fulfilment or non-observance of any of the Tender conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of Customer subject to a maximum of 5%.

6.12 Termination of Contract

6.12.1 Termination for default

a) TTDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,

- i. If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by TTDC; or
- ii. If the Successful Bidder fails to perform any of the obligation(s) under the contract;

OR

- i. If the Successful Bidder, in the judgment of TTDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of TTDC terminating the Contract in whole or in part, TTDC may procure the services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Successful Bidder and the Successful Bidder shall be liable to TTDC for any additional costs for such services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

6.13 Termination for Insolvency

TTDC may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt

or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TTDC.

6.14 Termination for Convenience

TTDC may by written notice with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TTDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

6.15 Force Majeure Conditions

Neither TTDC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity
- b. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c. Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d. Epidemic or plague
- e. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.
- f. A party affected by an event of force majeure should give a written notice with full details as soon as possible and in any event not later than five calendar days of the occurrence of the cause relief upon. The other party to respond within a reasonable time of not later than fifteen days and issue an acknowledgement on the claim or force majeure applies, then dates (period) by which performance obligations are schedule to be met, with extended for that period of time equal to the time lost due to any delay so caused.

6.16 Arbitration

a) Any dispute or difference, whatsoever, arising among the parties to this agreement arising out of or in relation to this agreement shall be resolved by the parties through mutual consultation, in good faith and using their best endeavors. To this end, the

parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or officers;

b) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by a sole Arbitrator to be appointed by the Managing Director of TTDC.

c) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chairman & Managing Director of TTDC. The Arbitrator so appointed shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

d) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

e) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

f) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

g) The venue of the arbitration shall be Chennai and language English.

h) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

6.17 Legal Jurisdiction

Subject to the above, the courts at Chennai only shall have jurisdiction in this matter. In witness where of the parties here to have signal on the day, month and year above written in the presence of

For and on behalf of

For and on behalf of TTDC

Witness :

Witness :

Witness :

Witness :

7. Scope of Work

The General scope of work is to Supply and Installation of Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu. Department of Tourism under Swadesh Darshan Scheme funded by Ministry of Tourism has identified 6 locations such as Marina Beach, Besant Nagar Beach, Mamallapuram, Manapad Beach, Rameswaram beach and Kanyakumari Beach. The scope includes supply and installation of Mobile Scaffold Watch Tower and necessary equipment related to it for surveillance system.

7.1 High Level Requirements

- Supply and Installation of the Mobile Scaffold Watch Tower in outdoor and vital areas in the respective location identified under the Scheme.
- Necessary civil work to be carried out in consultation with TTDC/ ULB officials.
- Impart basic training and operational requirements to the respective ULB officials in the identified locations.
- Installation of Mobile Scaffold Watch Tower at the identified location.
- Necessary civil works should be carried out by the bidder by obtaining proper prior permission from TTDC/ULB officials in advance.
- The installation work should also include restoring the trench, and any other civil works to its original condition.

7.2 Quantity for Mobile Scaffold Watch Tower

The number of watch tower and its technical specification details of the Mobile Scaffold Watch Tower required in the identified location under the Swadesh Darshan scheme in Tamil nadu is given below.

S.No	Identified Location	Quantity
1	Marina Beach	5
2	Besant Nagar	2
3	Mamallapuam	2
4	Rameswaram	1
5	Manakudy	1
	Total	11

7.3 Technical Specifications:

Supply and Installation of Mobile Scaffold Watch Tower with stairway. Scaffolding width- 1.9 m, Scaffolding Length- 1.8 m, with the following specifications (As per

sketch attached);

- Platform 1.8 X 0.60 Meter at 4.5 Meter height, Birch wood Non slip platform should be weather resistance (Water resistance, fire proof) and aluminum roofing.
- Stairways with 200 mm deep, non-slip tread surfaces and entry platform.
- Scaffolds with strong aluminum alloy structure with easy to one modular design tested to europium standards. 6005 as alloy for extrusion and sheets of 5052 which are highly corrosion resistant material. For the items which are in steel galvanized will go with stainless steel 304 / 316 grade. Powder coating for Thick Push on frames with four sided perforated sheets on the top platform
- Standard castors: height-adjustable 200 mm swivel castors (42917) for millimetre-perfect level adjustment
- Fully welded rung/stile joint.
- Stabilizer/ Side supporters of 2 meter provided with chassis beam base for more sturdiness and stability of the watch tower
- Diagonal basses
- Extra stable guard rails frame 1.5 meter where the canopy is fixed
- Castor wheels with locking mechanisms.
- Chassis beam for working at greater heights
- Structure to be painted with anticorrosive and fluorescent red colour paint so as to locate it from a distance during night.
- 5 years warranty

7.4 Free Warranty

- All products delivered under the current tender should be covered with 5 year warranty. Any fault / defective components should be rectified / replaced at free of cost.
- Any service calls should be attended within 24 hours from the time of receipt of calls.
- If any replacement or break down of any of the equipment or any offsite repairs / services are needed, the equipment should be restored within 48 hours.

7.5 Documents to be submitted

- Product Brochures
- User Manual
- Invoice, Delivery Challan & Installation Certificate
- Troubleshooting Manual

7.6 Delivery Schedule

Supply and Installation of Mobile Scaffold Watch Tower as per the specified in the scope of work should be completed within three months from the date of signing of Contract

Agreement. However the delay in granting permission and site readiness will be excluded from the time schedule.

7.7 Maintenance

Five Year Maintenance period will start from the date of certification by TTDC and respective after the successful supply & installation of Mobile Scaffold Watch Tower and its related equipment warranty for next five years will be applicable. Any non-working component/accessories should be made good or replaced to ensure seamless working of the Watch tower.

7.8 Preventive Maintenance:

The Contractor shall perform four inspections in a year at three-month intervals during the warranty and post warranty period. These inspections will include and any other relevant tasks.

8. Payment Clause

The payment shall be made as given below:

1. No advance will be paid.
2. 90% payment will be made after successful installation with full operational condition and against submission of certification from TTDC.
3. Balance 10% payment will be retained as performance guarantee for a period of five year. Alternatively, the balance 10% will be released against submission of irrevocable Bank Guarantee equivalent to 10% for a period of five years.
4. Any payments will be released within a week from the date of submission of bills along with certificate from the respective authorities.

Annexure - 1 Technical Bid

A 1.1 Check List for enclosures:

Documents to be submitted		Fill (YES or NO)
Bidders covering letter as per Annexure-5 in the letter head		
Filled Technical Bid Form and Price Bid Form		
Payment of EMD amount		
Two Part Bid submission		
Technical Compliance Statement as per Annexure-11		
Eligibility Criteria		
1.	Certificate of Incorporation/Registration Certificate issued by Statutory authority concerned towards the proof of existence in the business at least for a period of last 3 years as on 31/03/2018	
2.	Photo Copy of Work Orders obtained or signed Agreements in the bidder's name issued by the customer on or before 31/03/2013 towards proof of the Bidder in the business of implementing Mobile Scaffold Watch Tower for any Government Organizations / Public Sector Undertakings in India for the past 3 years as on 31/03/2018.	
3.	Photo Copy of audited Balance Sheets and Profit & Loss account Statements of the bidder for the last 3 Audited Financial years as on 31/03/2016 (2015-16, 2016-17, 2017-18) duly certified by the auditors of the company should be submitted.	
4.	Photo Copy of Work Orders obtained or signed Agreements in the bidder name issued by the customer should be submitted. Photo Copy of the Completion/Performance certificate obtained from the customers as a proof for having executed and maintained at least one single project order of value worth not less than Rs.20 Lakhs in Mobile Scaffold Watch Tower Implementation at any Government Organizations / Public Sector Undertakings/ privet in India in the past 3 years as on 31/03/2018.	
5.	A self-certified letter Signed by the Authorized Signatory of the bidder as per Annexure-4 towards the bidder have not been blacklisted from participating in any of the Tenders as per Tamil Nadu Transparency in Tenders Act by Government of Tamil Nadu as on date of submission of bid.	
6.	Photo Copy of the land-line telephone bills or rental agreement signed on or before 31/03/2018. If the bidder doesn't have a local office then the bidder shall submit undertaking letter or accepting to setup a local office in Tamil Nadu within 2 months from the date of contract signing.	

A1.2 Profile of the Bidder - Deleted**A1.3 EMD Amount:**

#	Particulars	EMD Details
1.	Name of the Bank & Branch	
2.	Demand Draft Number	
3.	Demand Draft Date	
4.	Demand Draft Amount	

A1.4 Deleted**A1.5 Details in support of Eligibility Criteria**

#	Eligibility Conditions	Documentary Proof Submitted by the Bidder
1.	Bidder should be in the business of implementing Mobile Scaffold Watch tower for any Government Organizations / Public Sector Undertakings in India for the past 3 years as on 31st March 2018.	
	Photocopy of Work Orders or signed Agreements in the Bidder's name issued by the customer on or before 31st March 2018. should be submitted.	
2.	Bidder should have an Average Annual Turnover of at least INR 75 Lakhs in the last three Audited Financial years as on 31st March 2018.	
	Photo copies of the Audited Balance Sheet and Profit and	

	Loss Account Statement of the Bidder for last three Audited financial years (2013-14, 2014-15, 2015-16) duly certified by the Auditors of the company should be submitted.	
3.	Bidder should have executed and maintained at least one single project order worth not less than Rs. 20 Lakhs in Mobile Scaffold Watch tower Implementation at any Government Organizations / Public Sector Undertakings/ privet in India in the past 3 years as on 31st March 2018.	
	Photocopy of the Work Order or signed Agreements in the Bidder's name issued by the customer should be submitted. Photocopy of the Completion/ Performance Certificate obtained from the customers should be submitted.	
4.	The bidder should not have been black listed from participating in any of the Tenders as per Tamilnadu transparency in Tenders Act by Government of Tamilnadu as on date of submission of Bid.	
	A self-certified letter Signed by the Authorized Signatory of the bidder as per prescribed format given in Annexure-4.	

A1.6 Declaration

We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

We are aware that the EMD amount shall not bear any interest and shall be liable to be forfeited to TTDC should we fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TTDC and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards Security Deposit or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and we are aware that the Price bid is liable to be rejected if it contains any other conditions.

We declare that the information furnished in the tender is true to the best of our knowledge. If any false/fictitious information is found, we agree to the rejection of the bids and consequence action.

Designation:

Name of the Bidder:

Sign & Seal of the Bidder:

Date:

Bidder's Sign & Seal

Annexure – 2 Request for Clarification

Bidders requiring specific points of clarification may communicate with the TTDC during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION			
Name			
Name of the Company submitting query / request for clarification			
Full address of the Company			
Tel:			
Email:			
Fax:			
#	Tender Document Reference (Clause No. /Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			
7			

Bidder's Sign & Seal

Annexure – 4 : Declaration of not being black listed by the State of Tamil Nadu

(Company letterhead)

[Date]

To

The Chairman & Managing Director
Tamil nadu Tourism Development Corporation
No.2 Tourism Complex
Wallajah road, Triplicane
Chennai-600002

Sir,

Sub: Declaration of not being banned or blacklisted by the State of Tamil Nadu.

I, authorized representative of _____, hereby solemnly confirm that the Companyis not banned by the Government of Tamil Nadu which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government (as mentioned in Tamil Nadu Transparency in Tenders Act, 1998) for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, TTDC reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding organization) Name:

Designation:

Date:

Seal:

Bidder's Sign & Seal

Annexure – 5: Bidder’s Covering Letter

(Letter should be submitted in Bidder’s Letter Head)

Date:

To

The Chairman & Managing Director
Tamil nadu Tourism Development
Corporation
No.2 Tourism Complex
Wallajah road, Triplicane
Chennai-600002.

Dear Sir,

Sub: Tender for the Supply and Installation Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu – Reg.

Ref: Tender Ref: XXX

1. We have examined the Tender Document for the **Supply and Installation Mobile Scaffold Watch Tower** in various places identified under Swadesh Darshan Scheme in Tamil Nadu. We undertake to meet the requirements and implement the solution and render services as required and are set out in the Tender document.
2. We have attached our Technical Bid with EMD Charges and Price Bid as required by the Tender Document, both of which together constitutes our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.
5. We agree to unconditionally accept all the terms and conditions set out

Bidder's Sign & Seal

in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and TTDC.

6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to TTDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TTDC as to any material fact.
7. We agree that TTDC is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that we are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized signatory:

Name of the authorized person:

Designation:

Name of Bidder:

Seal of Bidder:

Bidder's Sign & Seal

Annexure – 6 : Power of Attorney

Know by all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address of Power of attorney holder) who is presently employed with us and holding the position ofas our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Supply and Installation Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu including signing and submission of all documents and providing information / responses to TTDC representing us in all matters before TTDC, and generally dealing with TTDC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Seal:

Accepted,

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney shall be provided on Rs.100/- stamp paper.

The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Bidder's Sign & Seal

Annexure -7 : Undertaking Letter

To

The Chairman & Managing Director
Tamil nadu Tourism Development Corporation
No.2 Tourism Complex
Wallajah road, Triplicane
Chennai-600002

Ref: Tender Ref: XXX

Sir/Madam,

We M/s..... (Name of the Bidder) do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender Document No. _____ while performing the contractual obligations relating to the Supply and Installation Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu.

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

Bidder's Sign & Seal

Annexure – 8 : Format – Bank Guarantee for Performance Security

(To be executed in Rs.100/- Stamp Paper purchased in Tamil Nadu)

To

The Chairman & Managing Director
Tamil nadu Tourism Development Corporation
No.2 Tourism Complex
Wallajah road, Triplicane
Chennai-600002.

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgment of claim:

This Deed of Guarantee executed by..... (Bankers Name & Address)
having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Chairman & Managing Director, Tamil nadu Tourism Development Corporation, Tourism Complex, No.2 Wallajah road, Triplicane Chennai - 600002 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/-(Rupees_____Only) as per the request of M/s.____having its office address at _____(hereinafter referred to as “Supplier”) against Letter of Acceptance reference _____dated ____/____/____. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.____/-(Rupees____Only) and the guarantee shall remain in full force up to____months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before____months from the date of Bank Guarantee.

Bidder's Sign & Seal

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as security for compliance with the Banker performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/-(Rupees_____/Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/-(Rupees_____/Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until ___months from the date of Bank Guarantee. Notwithstanding, anything contained herein

Our liability under this guarantee shall not exceed Rs._____/-(Rupees _____ Only). This Bank Guarantee shall be valid up to ___months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before xx.xx.2017.

In witness whereof the Bank, through its authorized officer, has set its, hand and stamp on this at_____.

Witness:

(Signature)

(Name in Block Letters)

**Annexure - 9: Authorization Letter from Original Equipment Manufacturer
(OEM) - Deleted**

Annexure-10 Sample Submission Form

Date of Submission: **dd/mm/yyyy**

Vendor Name :
Vendor Address :
Tender No :
Sample Submitted on :

#	Item Description	Make	Model	Sl. No. of the Item

VENDOR

TTDC/ Certifying Agency

Bidding Company Name

Name & Designation of
the Person receives the
Sample

Signature of the Representative

Name & Designation

Name :

Designation :

Contact No :

Signature

Bidder's Sign & Seal

Annexure-11: Model Form of Contract

(To be executed on a Rs. 20/- Stamp paper purchased in Tamil Nadu by the
Successful Bidder)

This Contract entered into this ____ day of 2017 at Chennai between TTDC, a wholly owned Government of Tamil Nadu undertaking registered under the Companies Act 1956 and having its Registered Office at No.2, Tourism Complex, Wallajah road, Triplicane, Chennai-600002 hereinafter referred to as **TTDC** (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part.

and

M/s. _____, a company registered under the Companies Act 1956 and having its Registered Office at _____ hereinafter referred to as the SUPPLIER (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas TTDC hereinafter referred to as the CUSTOMER, invited a Tender Reference No. XXX the Supply and Installation Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu and the SUPPLIER herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas TTDC and the SUPPLIER, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force for a period of five years (Delivery period plus Warranty period) from the date of signing of this Contract.
2. The Supplier agrees to complete the deliverables within the delivery schedule as specified in the Tender document or revised schedule at the cost indicated in the Annexure to this Contract. This cost is firm and is not subject to enhancement. Taxes and statutory duties are applicable as per the rate prevailing at the time of billing provided the WO/PO is executed as per the tender norms.
3. The following documents shall be deemed to form and be read and construed as a part of this Contract.

Bidder's Sign & Seal

-
- a) Tender Document in full issued by TTDC
 - b) Corrigenda, Clarifications and Amendments issued by TTDC for the Tender document
 - c) Bid received from the SUPPLIER
 - d) Detailed proposal and final offer of the SUPPLIER
 - e) Letter of Acceptance (LOA) issued by TTDC
 - f) Purchase Order(s)/Work order issued by TTDC
 - g) Correspondence made by TTDC to the SUPPLIER from time to time during the period of the contract.

Wherever the offer conditions furnished by the SUPPLIER are at variance with conditions of this contract or conditions stipulated in the tender document, the latter shall prevail over the offer conditions furnished by the SUPPLIER.

4. The Contract or any part share of interest in it, shall not be transferred or assigned by the SUPPLIER directly or indirectly to any person or persons whomsoever without the prior written consent of TTDC.
5. Neither the CUSTOMER nor the SUPPLIER shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:
 - a) Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity
 - b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
 - c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
 - d) Epidemic or plague
 - e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.
 - f) A party affected by an event of force majeure should give a written notice with full details as soon as possible and in any event not later than five calendar days of the occurrence of the cause upon. The other party to respond within a reasonable time of not later than fifteen days and issue an acknowledgement on the claim or force majeure applies, then dates (period) by which performance obligations are scheduled to be met, with extended

Bidder's Sign & Seal

for that period of time equal to the time lost due to any delay so caused.

6. Delivery Schedule:

The Supply and Installation Mobile Scaffold Watch Tower as per the Bill of Material specified in the scope of work should be completed within **three months** from the date of signing of Contract. However the delay in granting permission and Site readiness will be excluded from the time schedule.

7. Maintenance:

Five Year Maintenance period will start from the date of certification by TTDC after the successful the Supply and Installation Mobile Scaffold Watch Tower in various places identified under Swadesh Darshan Scheme in Tamil Nadu.

Any non-working component/accessories should be made good or replaced to ensure seamless working of the Mobile Scaffold Watch Tower.

7a) Preventive Maintenance:

The Supplier shall perform four inspections in a year at three-month intervals during the warranty period. These inspections will include and any other relevant tasks

- Condition of the Mobile Scaffold Watch Tower, painting work.
- Resolve previous outstanding problems if any
- Submit a report on the above to the competent authority.

8. Liquidated Damages:

Liquidated Damages will be levied at the rate of 0.5% per week on the total contract value subject to a maximum of 10% for non-fulfillment of delivery schedule. In the event of failure to fulfill the conditions, competent authority at its discretion may initiate any of the actions indicated below;

- a) Extension of time may be permitted to complete the work.
- b) Additional resources will be requested by competent authority for speeding up the work.
- c) Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidder may be recovered from the Supplier.
- d) Any other actions as deemed fit and decided by competent authority in the best interest of the work.

9. Penalty for non-fulfilment of conditions:

A penalty will be levied at the rate of 1% of the total contract value in the event of non-fulfilment or non-observance of any of the Tender conditions stipulated in the Agreement, Terms and Conditions and Work Order/Purchase Order at the discretion of Customer subject to a maximum of 5%.

10. Total Penalty Cap:

The total penalty cap including Liquidated Damages and penalty for non-fulfillment of the Tender conditions would be 10% on the total value of the Work Order.

11. Payment Terms:

11.1 The payment shall be made as given below.

1. No advance will be paid.

2. 90% payment will be made after successful installation with full operational condition and against submission of certification from the Customer.

3. Balance 10% payment will be retained as performance guarantee for a period of one year. Alternatively, the balance 10% will be released against submission of irrevocable Bank Guarantee equivalent to 10% for a period of 12 months.

4. Any payments will be released within a week from the date of submission of bills along with certificate from the respective authorities.

11.2 Any payment due to the Supplier will be released within 10 days from the date of receipt of bills along with acceptance certificate from the TTDC and all supporting documents in complete shape.

11.3 Taxes as applicable within the delivery schedule as specified in the Tender document will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the Supplier is liable to return the same.

11.4 The Supplier shall have the full and exclusive liability for the payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/ Laws/ Acts etc. now or hereafter imposed.

11.5 The TDS amount will be deducted from the payment due to the Supplier. The penalty amount, if any, levied will be adjusted, from the Bills submitted by the Supplier.

12. Any notice from one party to other given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address

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set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

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9. Termination of Contract:

9.1 Termination for default

- a) TTDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the SUPPLIER, terminate the contract in whole or part,
 - (i) If the SUPPLIER fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by TTDC; or
 - (ii) If the SUPPLIER fails to perform any of the obligation(s) under the contract; or
 - (iii) If the SUPPLIER, in the judgment of TTDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of TTDC terminating the Contract in whole or in part, TTDC may procure the services upon terms and in such manner as deemed appropriate at the risk and cost of the defaulting SUPPLIER and the SUPPLIER shall be liable to TTDC for any additional costs for such services. However, the SUPPLIER shall continue the performance of the contract to the extent not terminated.

9.2 Termination for Insolvency

TTDC may at any time terminate the Contract by giving a written notice with a notice period of 7 days to the SUPPLIER, if the SUPPLIER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUPPLIER, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TTDC.

9.3 Termination for Convenience

TTDC may by written notice with a notice period of 7 days sent to the SUPPLIER, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TTDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the SUPPLIER is not entitled to any compensation whatsoever.

9.4 Force Majeure Conditions:

Neither TTDC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- c) Any act of God such as lighting, earthquake, landslide etc., or other events of natural disaster of rare severity.
- d) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.
- e) Fire or explosion, chemical or radioactive contamination or ionizing radiation.
- f) Epidemic or plague.
- g) Act or war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage and terrorism.
- h) A party affected by an event of force majeure should give a written notice with full details as soon as possible and in any event not later than five calendar days of the occurrence of the cause upon. The other party to respond within a reasonable time of not later than fifteen days and issue an acknowledgment on the claim or force majeure applies, then dates (period) by which performance obligations are scheduled to be met, with extended for that period of time equal to the time lost due to any delay so caused.

9.5 Arbitration:

- i) Any dispute or difference, whatsoever, arising among the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or officers;
- j) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by a sole Arbitrator to be appointed by the Managing Director of TTDC.

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- k) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chairman & Managing Director of TTDC. The Arbitrator so appointed shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- l) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- m) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- n) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- o) The venue of the arbitration shall be Chennai and language English.
- p) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- q) **Subject to as aforesaid, the provisions of the** Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

9.6 Legal Jurisdiction:

Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter. In Witness where of the parties here to have signed on the day, month and year above written in the presence of

For and on behalf of
Tamil Nadu Tourism
Development
Corporation

For and on behalf of

Witness:

Witness:

Witness:

Witness: