

REQUEST FOR BID
(RFB)

Elsamex Maintenance Services Limited (EMSL)

Supply of IT & Toll System for Implementation of Hybrid Electronic Tolling System (HETC) at Various Toll Plazas at RIDCOR in the State of Rajasthan

Document Downloading Date	From March 11, 2022 (11.00 Hrs.) to March 14, 2022 (11.00 Hrs.)
Last Date And Time for Receipt of Soft Copy & Hard Copy Bids	March 14, 2022, at 18.00 Hrs. (Soft Copy) March 15, 2022, at 18.00 Hrs. (Hard Copy)
Place of Opening of Bids	Elsamex Maintenance Services Limited 25 th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355 E-mail: tender.emsl@ itnlindia.com
Officer Inviting Bids	Mr. Rashid Zeya / Tapan Parikh Elsamex Maintenance Services Limited 25 th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355 Mob: - +91-90990 29965 / +91-9909941752 E-mail: tender.emsl@ itnlindia.com, Website: www.itnlindia.com

**Elsamex Maintenance Services Limited
(EMSL)**

BID DOCUMENT

For

**Supply of IT & Toll System Equipment for Implementation of Hybrid Electronic
Tolling System (HETC) at Various Toll Plazas of RIDCOR in the State of
Rajasthan**

Contents

Volume 1

INVITATION FOR BID

- Section 1 : Instructions to Bidders
- Section 2 : Qualification Information and other forms
- Section 3 : Part I - General Conditions of Contract
Part II - Special Conditions of Contract
- Section 4 : Contract Data
- Section 5 : Specifications

Volume 2

- Section 6 : Bill of Quantities
- Section 7 : Forms of Bid and Securities, Acceptance, Agreement and Advance Payment

VOLUME 1

CONTENTS

INVITATION FOR BID

Section	Description
1	Instructions to Bidders
2	Qualification Information and other Forms
3	Part I: General Conditions of Contract
	Part II: Special Conditions of Contract
4	Contract Data
5	Specifications

ELSAMEX MAINTENANCE SERVICES LIMITED

25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355

E-mail: tender.emsl@itnlindia.com, Website: www.itnlindia.com

CIN: U45201MH2013FLC28565

INVITATION FOR BID

Date: March 11, 2022

Sub.: Supply of IT & Toll System Equipment for Implementation of Hybrid Electronic Tolling System (HETC) at Various Toll Plazas of RIDCOR in the State of Rajasthan

Dear Sir,

- (1) M/s Elsamex Maintenance Services Limited (EMSL) hereby invites sealed Bid from Bidders for **“Supply of IT & Toll System Equipment for Implementation of Hybrid Electronic Tolling System (HETC) at Various Toll Plazas of RIDCOR in the State of Rajasthan”**.
- (2) The period for completion of supply shall be **28 Days** and Warranty for IT & Toll System Equipment shall be provided as per OEM.
- (3) The Bidders may participate as per the given BOQ subject to qualification in eligibility criteria.
- (4) Bidding documents may be downloaded by the Bidders, free of cost, from the Employer’s web site **www.Itnlindia.com** from ***March 11, 2022, 11.00 Hrs to March 14, 2022, 11.00 Hrs.***
- (5) Bid must be accompanied by **Bid Security as per details provided in following table** for BOQ given in Annexure 1 of Section 6, in favor of Elsamex Maintenance Services Limited, payable at Gandhinagar.

Sr. No.	Particular	Bid Security in ₹
1	Supply of IT & Toll System Equipment	₹ 1,00,000 (Rupees One Lakh Only)

Bid Security will have to be in the form as specified in the Bidding Document and shall have to be valid for **60 days beyond the validity of the Bid.**

- (6) Bid must be sent to email id **tender.emsl@itnlindia.com**, via soft copy mode in password protected file. Password of the soft copy of price bid shall be shared to **itnltolls.password@itnlindia.com** (All the bids heavy in size can be submitted via link)

on or before 1800 Hrs IST on *March 14, 2022* and hard copy delivered to office of Elsamex Maintenance Services Limited, Add: 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355 on or before 1800 Hrs IST on *March 15, 2022* by hand or by post/Courier.

Signature of Authorized Officer

SECTION 1:
INSTRUCTIONS TO BIDDERS
(ITB)

A: GENERAL

1. Scope of Works

1.1 Elsamex Maintenance Services Limited, (hereinafter be referred to as the “Employer”) proposes to *procure IT & Tolling System Equipment* for **Implementation of Hybrid Electronic Toll Collection (HETC) at Various Toll Plazas of RIDCOR in the State of Rajasthan** hereinafter referred to as the “Works”.

1.1.1 The Works detailed herein is an Item Rate Contract basis. The indicative scope of work to be carried out by the successful Bidder, inter alia, includes the following but not limited to:

1. Supply of IT Equipment for Implementation of HETC
2. Supply of Tolling System Equipment for Implementation of HETC

1.1.2 Defect Liability / Warranty & Guarantee:

Subsequent to completion of the Works, Contractor shall be responsible for providing Warranty / Guarantee for any defect to supplied IT & Toll System Equipment as per policy of OEM on back to back basis.

The successful Bidder shall have full regard and be responsible for successful delivery of IT & Tolling System Equipment at Project Site and cost for the same is deemed to be included in the Bid Price, as incidental to work.

1.2 The Employer is now inviting bids for Supply of **IT & Toll System Equipment Implementation of HETC at Toll Plazas of RIDCOR in the State of Rajasthan** as defined in the Contract Data and referred to as “Works”.

1.3 The successful Bidder will be expected to complete the *Works* by the Date as specified in the Contract Data and thereafter responsible for Warranty & Guarantee of supplied IT & Toll System Equipment as per policy of OEM.

2. Source of Funds

Deleted.

3. Eligible Bidders

3.1 Deleted.

3.2 All the Bidders who will produce the turnover certificate of the Auditor that they have turnover as per following in any one of the Financial Year during last 3 years are eligible to bid

Sr. No.	Item Description	Minimum Turnover (₹)
1	Minimum Turnover in ₹ Crore	1.00 Cr.

This data **should be supported by Auditor / CA Certificate & Balance Sheet**

3.3 Bidders should not have abandoned any of their contracts for and should not be under a declaration of ineligibility or blacklisted for corrupt, fraudulent, and coercive practices or poor quality/ delayed implementation of any work by the Government of India (GoI), Government of Rajasthan / Other State Governments/ RIDCOR / OEM / EMSL / Developer and/or Statutory Authorities like National Highways Authority of India.

3.4 Deleted.

4. **Qualification of the Bidder**

4.1 Bidders should submit, with their Bids, qualification information regarding the Works completed by them as defined in clause 3.1 & 3.2 and other information correct as on 28 days prior to last date of submission of Bids as per Form 2A, Qualification Information and Other Forms of Section 2.

4.2 All Bidders shall also include the following information and documents with their Bids in the formats prescribed, wherever applicable, in this Bidding Document:

- (a) Deleted.
- (b) the certificate that they have turnover for participation in Bid in any one of the Financial Year **during last 3 years.**
- (c) written Power of Attorney authorizing the signatory of the Bid;
- (d) latest Income Tax clearance certificate from the concerned department;
- (e) Deleted
- (f) Deleted
- (g) an undertaking confirming the validity of above information
- (h) deleted
- (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, duration of dispute, cause of litigation, matter in dispute and other relevant details; the Bidders shall also submit the information regarding debaring / expelling of Bidder or abandonment of work by Bidder (as per S. Nos. 1.4 & 1.5 of Form 2A of Section 2);
- (j) deleted
- (k) Deleted;

4.3 **Joint Venture:** - *Joint Venture (JV) is not allowed.*

4.4 Each Bidder shall demonstrate:

- (a) Deleted
- (b) Deleted.
- (c) Deleted

4.5 Even though the Bidders meet the criteria set out above, they are subject to be declared non-responsive if they have:

- (a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (c) have been blacklisted by any Statutory Agency/Employer during the intervening period between qualification and award of Works; and/or
- (d) participated in bidding for any work and has quoted unreasonably high bid prices and could not furnish rational justification to the Employer.

5. **One Bid per Bidder**

Each Bidder shall submit only one Bid for the work.

6. **Cost of Bidding**

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

7. **Site visit**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering a contract for the Works. The costs of visiting the site shall be at the Bidder's own expense and no claim shall be eligible in this regard.

B: BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The set of Bidding Documents consist of documents listed in the Table below and amendment/addenda issued in accordance with Clause 10 of this Section. A copy of Section 6 (Bill of Quantities) will be available along with the Bidding Documents to the Bidders to facilitate the Bidder to submit the copy of the duly filled Bill of Quantities.

Invitation for Bid		
Section 1	Instructions to Bidders	Volume 1
Section 2	Qualification Information and Other Forms	
Section 3	Part–I : General Conditions of Contract Part–II : Special Conditions of Contract	
Section 4	Contract Data	
Section 5	Specifications – <i>Provided at Volume III</i>	
Section 6	Bill of Quantities	Volume 2
Section 7	Securities and Other Forms	

8.2 Copy of each of the Volumes 1 and 2 can be downloaded from the site. Documents to be furnished by the Bidder should be in the formats prescribed in Sections 2, 6 and 7 of the Bid Document and addendum issued pursuant to Clause 10.

9. Clarification on Bidding Documents

9.1 A Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing through post, fax or e-mail at the Employer's address indicated in the Invitation to Bid. The Employer will respond to any request for clarification which he has received at least ***1 day*** before the last date for receipt of Bids. Copies of the Employer's response will be uploaded on the web site at ***www.itnlindia.com***.

9.2 Any modification of the Bidding Documents listed in Clause 8.1 which may become necessary because of the clarification given to Bidders shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated at the employer's web site. All such addenda shall become an integral part of the Bidding Document and it shall be incorporated in

Bid prices and duly signed, stamped and submitted along with the Bid documents. Bid shall be deemed to be incomplete if the addendum (addenda) is (are) not enclosed duly signed by the Bidder along with the Bid documents.

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:

- Outer envelope marked as per Sub Clause 19.2 in two sets as “ORIGINAL” and “COPY”.

In outer envelopes (ORIGINAL and COPY) the following two inner envelopes marked (I) and (II) along with the other information/materials and bearing identification and address as per Sub Clause 19.2.

Envelope (I) – marked as Bid security and qualification information

- a. Bid Security in prescribed Form 7B of Section 7.
- b. Qualification Information Form/certificates, undertaking etc. (in prescribed Forms 2A, 2B and 2C of Section 2).

Envelope (II)– marked as Form of Bid and Priced Bill of Quantities

- c. The Form of Bid (in prescribed Form 7A of Section 7). The Form of Bid needs to be submitted with & bid amount in paragraph 1. (Preferably on letterhead of the Bidder).
- d. Bill of Quantities, needs to be on letterhead of the Bidder. Priced Bill of Quantities for Works specified in Section 6 (Annexure-1). The same needs to be submitted inclusive of GST and in line with clause 13

And any other material required to be submitted by Bidders in accordance with these Instructions to Bidders. The documents listed under Sections 2, 6 and 7 of Sub Clause 8.1 shall be filled in without exception.

12.2 The Bidder shall submit the Bids in two separate envelopes. One envelope marked (I) shall have submissions as per Sub Clause 12.1 (a) and (b). The second envelope marked (II) shall contain submissions as per Sub Clause 12.1 (c) and (d). The Bidder shall prepare two copies of each of these submissions, marking them “ORIGINAL” and “COPY” respectively, which shall be sealed and put in a covered envelope accordance with the Sealing and Marking instructions in Clause 19.

12.3 Following documents, which are not submitted with the bid, will be deemed to be part of the bid:

	<u>Invitation for Bids</u>
Section 1	Instructions to Bidders
Section 3	General Conditions of Contract and Special Conditions of Contract
Section 4	Contract Data
Section 5	Specifications

13. Bid Prices

13.1 The Contract shall be for the Works as described in Contract Data, based on the priced Bill of Quantities for Works submitted by the Bidder in prescribed Bid Form 7A of Section 7 and Annexure-1 of Section 6.

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 by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, rewriting, and initialing, in ink.

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 Deleted

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees, and payment shall be made in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period not less than **Sixty (60) days** after the deadline date for Bid submission, specified in Clause 20. **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 the original time limit, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount mentioned in Invitation for Bid. **This Bid Security shall be in favor of “Elsamex Maintenance Services Limited”** Payable at Gandhinagar and may be in one of the following forms:

- ***Bid Security through NEFT only in following Bank Account.***
Name: - Elsamex Maintenance Services Limited
Bank: - ICICI BANK LTD
Branch: - Info city, Gandhinagar
A/c No: - 118305007670
IFSC Code: - ICIC0001183
- A Bank Guarantee, in the prescribed format is acceptable from the following institutions located in India:
 - (a) State Bank of India or its subsidiaries;
 - (b) Any Indian Nationalized /Scheduled Bank;
 - (c) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than ₹ 500 Cr. as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.
- Bankers' cheque or Demand draft in favor of “Elsamex Maintenance Services Limited” payable at Gandhinagar.

16.2 Bank guarantees issued as surety for the Bid should be valid for 60 days beyond the validity of the Bid.

16.3 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub Clauses 16.1 and 16.2 shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful Bidders other than the evaluated responsive lowest three Bidders will be returned within 30 days of the completion of the bid evaluation process and within the bid validity period, specified in Sub Clause 15.1. The Bid Security of two of the lowest three Bidders, other than the successful Bidder, shall be returned after signing of the Contract Agreement with the successful Bidder.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement.

16.6 The Bid Security may be forfeited

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
- b. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Deleted , and/or
 - ii. sign the Agreement.

17. Alternative Proposals by Bidders

17.1 Conditional offers or alternative proposals will not be considered.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original and one copy of the documents comprising the Bid as described in Clause 12, and clearly marked “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clauses 4.2 and 4.3. 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 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 authorized signatory.

18.4 The Bidder shall furnish information as described in the Form of Bid (in Form 7A of Section 7) on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

18.5 Deleted

D: SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and copy of the Bid together with the soft copy duly filled in separate envelopes as described in Sub Clause 12.2, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside **one outer envelope**.

In addition to that soft copy of above bid also to be sent on email id: **tender.emsl@itnlindia.com** in password protected file. Password of the soft copy of price bid shall be shared to **itnltolls.password@itnlindia.com** and the bids heavy in size can be submitted via link.

19.2 The **outer** and two **inner** (marked (I) and (II)) envelopes shall be

a) addressed to the Employer at the following address:

Elsamex Maintenance Services Limited

Add: 25th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355,

and

b) bear the following identification on **Outer Single Envelope**:

“Supply of IT & Toll System Equipment for Implementation of HETC at Toll Plazas of RIDCOR in the State of Rajasthan”.

DO NOT OPEN ON OR BEFORE 1800 Hrs IST March 14, 2022

19.3 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.

19.4 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 for Submission of the Bids

20.1 Completed Bids must be received by the Employer at the address specified above no later than **1800 Hrs IST on March 14, 2022 for Soft Copy & 1800 Hrs IST on March 15, 2022 for Hard Copy**. In the event of the specified date for the submission of Bids being declared a holiday for the Employer, the Bids will be received up to 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 Submission of Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification and 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 Clauses 18 and 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 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 offer discount or modify the prices of their Bids only 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 Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at the time, date and place specified in Clause 20. 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 place 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 Employer will open the outer envelope of all the bids received for the project (except those received late). Subsequently, **Envelope (I)** marked containing **Bid security and qualification information** as per Sub Clause 12.1 (a) and (b) shall be opened for all the Bidders.

23.4 On confirming the Bid security, **Envelope (II)** marked containing **the Form of Bid and priced Bill of Quantities** as per Sub Clause 12.1 (c) and (d) shall be opened for all the Bidders. The Bidder’s names, the Bid prices, the total amount of the Bid, 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. Determination of the lowest Bidder shall be done after evaluation of the Bids as per terms of the Bid Document.

23.5 No bid shall be rejected at bid opening except for late bids pursuant to Clause 21 and conditional bids. 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 un-opened to Bidders.

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.

25. Clarification of Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of all the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27. In case any Bidder refuses to furnish any clarification sought by the Employer, which may affect his Bid Price, then his bid shall be liable to be treated as non-responsive.

25.2 Subject to Sub Clause 25.1, no Bidder shall contact the Employer/its representatives on any matter relating to the 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, he shall 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 During the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4, (b) has been properly signed; (c) is accompanied by the required securities, and (d) is substantially responsive to the requirements of the Bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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 rate in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the Bid will be corrected by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Bidder. Such adjusted Bid Price 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. **Evaluation and Comparison of Bids**

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. making any correction for errors pursuant to Clause 27; or
- b. making an appropriate adjustment 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.

28.3 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.

28.4 Deleted

28.5 If the Bid of the successful Bidder is unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed.

F: AWARD OF CONTRACT

29. Award Criteria

29.1 Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

30. Employer's Right to accept any Bid and to reject any or all Bids

30.1 Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement

31.1 The Bidder who's 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, and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") (Form 7C of Section 7) 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").

31.2 The notification of award through the Letter of Acceptance will signify the intention of the Employer to enter into a contract, subject to the furnishing of a Performance Security by the Bidder in accordance with the provisions of Clause 32.

31.3 The Agreement (Form 7F of Section 7) will incorporate all clarifications sought and submitted, and all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready in his office for signatures of the successful Bidder within 14 days following the issue of the Letter of Acceptance.

31.4 Upon Signing of Contract by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund their bid security.

32. Performance Security and Tender conditions

32.1 Deleted:

32.2 Deleted

32.3 Deleted.

33. Advance Payment

33.1 The Employer will provide an interest free Advance Payment on the Contract Price to the Contractor, as per Clause 47 of General Conditions of Contract (Section 3) subject to a maximum amount as stated in Contract Data.

34. Corrupt or Fraudulent Practices

34.1 The Employer requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of Employer/its representatives 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;
 - iii. “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 the Employer determines that the Bidder recommended for award has engaged in corrupt, fraudulent 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, if the Employer at any time determines that the firm has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, contracts.

Annexure – 1A
(Please refer Sub Clause 4.4 (a) of ITB)

Deleted

Annexure – 1B
(Please refer Sub Clause 4.4 (a) of ITB)

DELETED

Annexure –1C
(Please refer Sub Clause 4.4 (b) of ITB)

Deleted

Annexure – 1D
(Please refer Sub Clause 4.4 (b) of ITB)

DELETED

SECTION 2:

**QUALIFICATION INFORMATION
AND OTHER FORMS**

Table of Forms	Description
Form 2A	Qualification Information
Form 2B	Undertaking confirming evidence of access or availability of credit facilities
Form 2C	Letter from bidder to bankers authorizing them to provide information to Elsamex Maintenance Services Limited/Its Representatives

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of the Qualification Information as mentioned in Clause 4 of the Instructions to Bidders. (Separate pages with required details shall be attached)

1. Details of Bidder

Name of Bidder/ Address/ Telephone/ Fax/ Email/ Contact Person and Designation

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney in favor of signatory of Bid (Attach copy)

1.2. Deleted

1.3. Deleted

1.4. Information on litigation history in which the Bidder is involved

{Refer ITB Clause 4.2 (i)}-

Item Head	Litigation 1	Litigation 2
Name of Client		
Month/Year of origin		
Cause of Litigation/ Matter in Dispute		
Disputed Amount (Current Value in Indian Rupees)		
Resolved or pending resolution		
Award <i>For</i> or <i>Against</i>		
Actual Amount Awarded (Current Value in Indian Rupees)		
Other Claims Made, Settled/ Rejected		

1.5. Information regarding current litigation, debaring / expelling of bidder or abandonment of work by bidder; {(Refer ITB Clause 4.2 (i))}

1	(a)	Has the Bidder or its constituent partners a history of litigation/arbitration	Yes/No
	(b)	If yes, give details	

2	(a)	Has the Bidder or any of its constituent partners been debarred/expelled by any Agency in India, during the last 5 years as on the date of application	Yes/No
	(b)	If yes, give details	
3	(a)	Has the Bidder or any of its constituent partners abandoned any contract work in India during the last 5 years	Yes/No
	(b)	If yes, give details	
4	(a)	Has the Bidder or any of its constituent partners been declared bankrupt during the last 5 years	Yes/No
	(b)	If yes, give details, including present status	

Note: If any information in this schedule is found to be incorrect or concealed, at any time including after the award of works, the Bidder's bid will be treated as non-responsive, and action taken accordingly.

1.6. Deleted.

1.6.1. Deleted.

2. Deleted

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

Deleted

**SAMPLE FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM TO
PROVIDE INFORMATION TO ELSAMEX MAINTENANCE SERVICES
LIMITED / ITS REPRESENTATIVES**

To

Name of Bank/Address/City

Dear Sirs:

We have recently submitted a Bid to Elsamex Maintenance Services Limited for Supply of IT & Toll System Equipment for *“Implementation of Hybrid Electronic Toll Collection (HETC) at various Toll Plazas of RIDCOR in the State of Rajasthan”* We hereby authorize you to provide all information/data readily about us and our credit status, as may be required by Elsamex Maintenance Services Limited and you need not seek any clearance/opinion from us for providing the information/data to Elsamex Maintenance Services Limited and/or its authorized representatives.

Sincerely,

Authorised Signatory

SECTION 3:

Part No	Description
Part I	General Conditions of Contract
Part II	Special Conditions of Contract

SECTION: 3

PART – I: GENERAL CONDITIONS OF CONTRACT

SECTION: 3

PART – II: SPECIAL CONDITIONS OF CONTRACT

PART – I GENERAL CONDITIONS OF CONTRACT (GCC)

A: GENERAL

1. Definitions

- 1.1. Terms which are defined in the Contract Data are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

Compensation Events are those defined in Clause 41.

Contract Completion Date is the date of completion of Contractor's obligations under this Contract for the HETC works as indicated in the Contract Data.

Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Sub Clause 2.2.

Contract Data defines the documents and other information which comprise the Contract, more specifically refers to Section 4 of the Document.

Contractor is a person or firm, whose Bid to carry out the Works has been accepted by the Employer.

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

Contract Price is the price stated in the Letter of Acceptance for ETC works.

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

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

Drawings include calculations and other information provided.

Employer is the party who will employ the Contractor to carry out the Works or its authorized representative.

Authorized representative is the person (or any other competent person appointed and notified to the Contractor to act in replacement of the Employer)

who is responsible for supervising the execution of the Works and administering the Contract.

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

Guarantee – Bidder shall provide Guarantee as per policy of OEM on back-to-back basis

Intervention Standards is the level of the damage at which road assets need to be intervened and repaired.

Letter of Acceptance means the formal acceptance by the Employer of the Bid.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Milestone is a specified date or duration by which specified works are to be completed.

Permanent Works means the permanent works to be executed in accordance with the Contract.

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

Rectification Standards is the period of time given to repair the damage to the road asset.

Service Quality specifies the condition of the TMS asset which gives a desirable level of service and comfort.

Site is the area defined as such in the Contract Data.

Specification means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Employer, in writing.

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.

Subcontractor is a person or firm or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract.

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

Variation is an instruction given by the Employer in writing which varies the Works.

Warranty – Bidder shall provide Warranty as per policy of OEM on back to back basis

Works means the ETC works as stated in the Contract Data.

Works Completion Date is the actual date of completion of ETC works as certified by the Employer in accordance with Sub Clause 50.1.

Working Drawings means all Drawings, calculations, samples, patterns, models, maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer, for execution of the Works.

2. **Interpretation**

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Contract.

2.2. The documents forming the Contract shall be interpreted in the following order of priority:

- a) Agreement (if completed)
- b) Letter of Acceptance
- c) Contractor's Bid
- d) Contract Data
- e) Conditions of Contract
- f) Specifications
- g) Priced Bill of Quantities; and
- h) Any other document forming part of the Contract.

3. **Language and Law**

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

4. **Engineer's Duties and Employer**

4.1. Deleted

4.2. Deleted.

4.3. Deleted

5. **Delegation**

5.1. Deleted.

6. **Communication**

6.1. Communication between parties of the Contract shall be effective only when it is in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. **Subcontracting**

7.1. The Contractor may subcontract part of the Works with the approval of the Employer up to the extent mentioned in the Contract Sub Clause 4.2 (h) of ITB, Section 1 but may not assign the Contract without approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

7.2. The Contractor shall not be required to obtain any consent from the Employer for:

- (a) the subcontracting of any part of the Works for which the Sub-contractor is named in the Contract;
- (b) the provision of labour; and
- (c) the purchase of Materials which are in accordance with the standards specified in the Contract.

8. **Other Contractors**

8.1. The Contractor shall cooperate and share the Site with other Contractors, public authorities and the Employer and his representatives. The Contractor shall provide facilities and services for them related to the Work. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.

9. **Personnel**

9.1. Deleted

9.2. Deleted.

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

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

11. **Employer's Risks**

11.1. The Employer is responsible for the excepted risks which are 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.

12. Contractor's Risks

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

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from any of the acceptable Insurance Companies in India, valid till safe delivery of IT & Toll System Equipment to the Employer, in the amounts and deductibles stated in the Contract Data.

13.2. Policies and certificates for insurance, from the acceptable Insurance Companies in India, shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees, along with the types and proportions required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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 and if warranted, recovered from outstanding payments or from retention money.

13.4. Alterations to the terms of insurance shall not be made without the prior approval of the Employer, in writing.

13.5. The parties shall ensure that insurance is as per the applicable laws, and comply with all conditions of the insurance policies.

13.6. It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance cover at all times during the period of the Contract or the extended period, if any.

14. Contractor to Construct the Works and Works to be completed by Contract Completion Date

14.1. The Contractor shall undertake the Works in accordance with the Contract as per instructions of the Employer.

14.2. The Contractor shall commence 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 consent of the Employer, and complete them by the Contract Completion Date stated in the Contract Data.

14.3. Deleted.

14.4. The works mentioned in Provisional Sum of BOQ, Section 6, Volume 2 shall be undertaken with the approval of the Employer

15. Safety, Security and Protection of the Environment

15.1. The Contractor shall, throughout the execution and completion of the Works, the remedying of any defects therein and during Warranty / Guarantee Period:

(a) Deleted.

(b) Deleted.

(c) Deleted.

The Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, 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 Employer. Some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974.
- The Air (Prevention and Control of Pollution) Act, 1981.
- The Environment (Protection) Act, 1986.
- The Public Liability Insurance Act, 1991.

16. Working Drawings

16.1. Deleted

16.2. Deleted.

17. Approval by the Employer

17.1. Deleted.

17.2. Deleted..

17.3. The Employer's approval shall not relieve the Contractor of his obligations.

18. **Safety of Traffic**

18.1. Deleted.

19. **Discoveries**

19.1. Deleted.

20. **Possession of the Site**

20.1. Deleted.

21. **Access to the Site**

21.1. Deleted.

21.2. Commencement of the Project

21.3. The Contractor shall commence the Works on Site within the period stated in the Contract Data after receipt by him of a Notice to this effect from the Employer, to be issued after signing of the Agreement / Issuing LOA/ Purchase Order. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The requirement to commence the Works at Site shall be fulfilled if:

- a. Delivery schedule has been submitted in accordance with Clause 25 of Conditions of Contract;
- b. Deleted;
- c. Deleted.

22. **Instructions**

22.1. The Contractor shall carry out all instructions of the Employer pertaining to the Works, which comply with the applicable laws where the Site is located.

23. **Disputes**

23.1. If either party believes that a decision taken by the Employer/Contractor was either outside the Contract or that the decision was wrongly taken, the objecting party may file notice of dispute to the other party stating that it is giving the notice pursuant to this Clause while stating clearly the basis for the dispute within 7 days of the notification of the decision.

23.2. The party receiving the dispute notice will consider it and reply in writing within 7 days of the receipt of the notice. If no reply is received or the reply is not

acceptable to the other party, the affected party may refer the dispute for Arbitration to the Arbitral Tribunal.

24. **Procedure for Disputes – Arbitration**

24.1. The arbitration shall be conducted in accordance with the arbitration procedure stated in Clause 7 of the Special Conditions of Contract.

B: TIME CONTROL

25. **Program**

25.1. Within the time stated in the Contract Data, the Contractor shall submit to the Employer for consent, an updated Delivery Schedule for the awarded Works.

25.2. An update of the Delivery Schedule shall be provided showing the actual product / equipment delivered against each BoQ Items and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

25.3. If the Contractor does not submit an updated Delivery Schedule within this period as specified in the Contract Data, the Employer may withhold the amount stated in the Contract Data from the next Payment Milestone and continue to withhold this amount until the next payment after the date on which the overdue Delivery Schedule has been submitted. An updated Delivery Schedule is to show the effect of Variations and Compensation Events.

25.4. The Employer's consent of the Delivery Schedule shall not relieve the Contractor of his obligations.

26. **Extension of Time**

26.1. Deleted.

26.2. Deleted.

26.3. Deleted.

26.4. Employer is fully empowered to grant extension to the works Completion Date.

27. **Delays Ordered by the Employer**

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

27.2. Deleted.

28. **Management Meetings**

28.1. Either the Employer or the Contractor may require the other to attend a management meeting/site visit. The business of a management meeting shall be to review the progress of work plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

28.2. The Employer shall record the business of management meetings and shall provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting. Failure to attend the management meetings/site visits shall attract penalties at the rate indicated in the Contract Data and in case of non-attendance of more than three such meetings/visits by the Contractor, then the same shall be construed as fundamental breach of the Contract in terms of Clause 54.

28.3. Maintenance Works Program and Review Meetings

(a) Deleted.

(b) Deleted

28.4. Deleted.

29. **Early Warning**

29.1. The Contractor is to warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality /timeline of the Work, increase the Contract Price or delay the execution of the Works. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Contract Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

29.2. The Contractor shall cooperate with the Employer in making and considering proposals as to 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 Employer.

C: QUALITY CONTROL

30. Identifying Defects

30.1. The Employer shall check the delivered IT & Toll System Equipment and notify the Contractor of any Defects that are found. The Employer may instruct the Contractor to search for a Defect and to uncover and test any delivered IT & Toll System Equipment that the Employer considers may have a Defect. Such checking/instructions shall not absolve the Contractor of his responsibilities.

30.2. Deleted.

31. Tests

31.1. The Contractor shall be responsible for carrying out Factory Acceptance Tests prescribed for the Works.

31.2. Deleted.

31.3. Deleted.

31.4. The Contractor shall furnish all test results of IT & Toll System Equipment to the Employer. The Employer may withhold payment for those IT & Toll System Equipment (works) where test results have not been submitted.

32. Replacement / Rectification of Faulty IT & Toll System Equipment within Warranty / Guarantee Period

32.1. The Contractor shall replace faulty IT & Toll System Equipment identified by the Employer or any of the Employer's authorized representative at the earliest within Warranty / Guarantee Period as per terms of OEM.

32.2. Deleted.

33. Uncorrected Defects

33.1. Deleted.

D: COST CONTROL

34. Bill of Quantities

34.1. The Bill of Quantities shall contain items for supply of IT & Toll System Equipment for Implementation of HETC by the Contractor.

34.2. The Bill of Quantities shall be the basis to calculate the payment for Supply of IT & Toll System Equipment. The Contractor is paid for the quantity of IT & Toll System Equipment delivered at site at the rate in the Bill of Quantities for each item.

34.3. Deleted

35. Changes in the Quantities

35.1. Deleted

35.2. The change in quantities/amounts due to increase/decrease in the scope of work, that is, Variation in Bill and in the Bill of Quantities, Section 6 of the Bid Document (Volume 2) shall be considered for additional payment as per rates defined in Bill of Quantities.

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

35.4. *Elsamex Maintenance Services Limited* is fully empowered to approve the variation of quantity and rates for extra item on the merit of the case.

36. Variations

36.1. Item rates quoted for each BOQ item shall remain fixed irrespective of any Quantity Variation.

36.2. All Variations during supply period, shall be included in updated Delivery Schedule submitted by the Contractor.

36.3. Deleted

37. Payments for Variations

37.1. Deleted.

37.2. Deleted.

(a) Deleted

(i) Deleted

(ii) Deleted

- (iii) Deleted
- (iv) Deleted
- (v) Deleted

38. Cash Flow Forecasts

38.1. Deleted.

39. Payment Terms

39.1. Supply of IT & Toll System Equipment

Sr. No.	Payment Milestone	% of Supply Value
1	Advance against Bank Guarantee	20%
2	On Receipt of Material at Location	70%
3	On Successful Commissioning	10%

39.2. Deleted

40. Delayed and Disputed Payments

40.1. Deleted

41. Compensation Events

41.1. Deleted

42. Tax

42.1. The rates quoted by the Contractor shall be deemed to be inclusive of GST and all other applicable taxes including duties/royalties/levies as may be levied by Central/State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law on the date of payment of the Contractor's bill.

43. Currencies

43.1. All payments shall be made in Indian Rupees only.

44. Changes in Cost and Legislation

44.1. Deleted

44.2. Other Changes in Cost

Deleted

44.3. Adjustment Formulae

Deleted

44.4. **Limit of Price Adjustment**

Deleted

44.5. **Subsequent Legislation**

If, after the last date for submission of tenders for the Contract, there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted Employer, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this Clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer shall be added to or deducted from the Contract Price and the Employer shall notify the Contractor accordingly.

45. **Liquidated Damages and Penalty**

45.1. Penalty shall be applicable @ ₹ 1.00 (One) Lakh / day of delay for non-completion of the work within stipulated completion time. Maximum cumulative (total) penalty shall be applicable @ 5% of the Contract Price.

46. **Deleted**

47. **Advance Payment**

47.1. The Employer shall, make interest free advance payment to the Contractor, on his request, of the amounts and by the date stated in the Contract Data, against provision by the Contractor of an unconditional Bank Guarantee for an amount equal to the advance payment. The Bank Guarantee, in the prescribed format is acceptable from the following institutions located in India:

- (a) State Bank of India or its subsidiaries;
- (b) Any Indian Nationalized /Scheduled Bank;
- (c) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.

The guarantee shall remain effective until the advance payment has been fully recovered, but the amount of the guarantee can be progressively reduced by the amounts repaid by the Contractor.

47.2. Deleted.

47.3. The advance payment shall be recovered by deducting proportionate amounts as indicated in the Contract Data, from payments otherwise due to the Contractor,

following the schedule of completed percentages of the Works on a payment basis.

47.4. Deleted

48. **Performance Bank Guarantee (Securities)**

48.1. Deleted.

49. **Cost of Maintenance**

49.1. Deleted.

E: FINISHING THE CONTRACT

50. Completion

50.1. Deleted.

50.2. Deleted.

50.3. On satisfactory completion of Warranty / Guarantee Period, the Contractor shall request the Employer to issue a Certificate of Completion of the Contract. The Employer shall, issue such certificate subject to the Contractor satisfying all provisions under the Contract.

51. Taking Over

51.1. Deleted.

52. Final Account

52.1. Deleted

52.2. Deleted.

53. As Built Drawings and Maintenance Manuals

53.1. Deleted

54. Termination

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

54.2. Fundamental breach of the Contract includes, but shall not be limited to the following:

- (a) the Contractor stops work for 3 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer;
- (b) the Employer or the Contractor is made bankrupt or goes into liquidation, other than for purposes of reconstruction or amalgamation;
- (c) a payment for certified bills is not paid by the Employer to the Contractor within 60 days of the date of the Employer's certificate;
- (d) the Employer gives notice that failure to correct a particular Defect is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (e) Deleted;
- (f) the Contractor has defaulted in fulfilling his obligations under this Contract;
- (g) the Contractor has contravened Sub-Clause 9.2;
- (h) the Contractor does not adhere to the agreed delivery schedule as per Clause 25 and also fails to attend the management meetings (Clause 28);

- (i) the Contractor fails to carry out instructions of the Employer within a reasonable time determined by the Employer in accordance with the Sub Clauses 15.1, 22.1 and 45.1;
- (j) the Contractor has delayed the completion of the Works beyond the period for which the maximum amount of liquidated damages has become payable as defined in the Contract Data;
- (k) if the Contractor, in the judgment of the Employer has engaged in corrupt, fraudulent or coercive practices as defined in Sub Clause 34.1 (a) of ITB in competing for or in executing the Contract;
- (l) Deleted

54.3. When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 54.2, the Employer shall decide whether the breach is fundamental or not.

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

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

55. Payment upon Termination

55.1. If the Contract is terminated because of a fundamental breach of the Contract by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments made 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. 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. For this purpose, retention money recovered shall stand forfeited in favor of the Employer without any restrictions or preconditions.

55.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of the Contract by the Employer, the Employer 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 and the Employer shall pay.

56. Property

56.1. If the Contract is terminated because of Contractor's default, all materials on the Site, Plant, Equipment, Temporary works and the Works are deemed to be the

property of the Employer, till completion of the work. The Employer shall make use of the available materials and equipment for completion of the Work.

57. Release from Performance

57.1. 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 Employer 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 Works carried out before receiving the certificate and for any work carried out afterwards to which commitment was made.

58. Details to be Confidential

58.1. The Contractor shall treat the details of the Contract as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises causing the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the Employer whose determination shall be final.

59. Life-saving Appliances and First-aid Equipment

59.1. Deleted.

PART – II SPECIAL CONDITIONS OF THE CONTRACT (SCC)

A: GENERAL

1. Labour

1.1. Deleted.

1.2. Deleted.

1.3. Deleted.

1.4. Deleted.

1.5. Deleted.

2. Statutory Clearances

2.1. List of clearances to be obtained by the Employer and the Contractor are given below. It may be noted that the list below may not be exhaustive and in case any additional clearances are required, the same shall be procured by the Contractor, unless otherwise specified in the Law / guidelines of statutory agencies.

(a) **Employer's Responsibility: - Deleted**

(i)

(b) **Contractor's Responsibility:**

(i) Transit Insurance

3. Revision of Quality Control Plan

3.1. Deleted.

4. Measuring / Monitoring Equipment

4.1. Deleted.

5. Private Roadside Structures

5.1. Deleted

6. Private Entrances

6.1. Deleted

7. Arbitration (Refer GCC Sub Clause 24.1)

7.1. The procedure for arbitration shall be as follows:

(a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this

agreement referred for arbitration, shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

- (b) The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by consensus by the two Arbitrators so appointed by the Parties and shall act as the Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrators, then the Presiding Arbitrator shall be appointed by the Indian Roads Congress on the request of the Employer.
- (c) If one of the parties fails to appoint its Arbitrator in pursuance of Sub Clauses (a) and (b) within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Roads Congress shall appoint the Arbitrator on the request of the Employer. In case the Employer fails to do so within 30 days, the Contractor will approach the Indian Roads Congress for appointment of Arbitrator. A certified copy of the order of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal and shared equally by both the parties.
- (f) 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.

B: MAINTENANCE MANAGEMENT SYSTEM

8. **Deleted**

9. **Deleted**

C: GENERAL MAINTENANCE REQUIREMENTS

10. **Maintenance Survey**

Deleted

11. **Management of Spoil and Excess Road Making Material**

Deleted

12. **Underground Sewer Pipelines**

Deleted

**D: EVALUATION OF SERVICE QUALITY LEVELS FOR PAYMENT OF
MONTHLY CERTIFICATE FOR MAINTENANCE WORKS**

13. **Deleted**

14. **Compliance by Contractor**

Deleted

Annexure – 3A
(Sub Clause 4.2 (k) of Section 1 and 25.1 of Section 3, GCC)

DELETED

Annexure – 3B

(Sub Clause 4.2 (k) of Section 1, Sub Clause 25.1 and Clause 38 of Section 3, GCC)

DELETED

SECTION 4:

CONTRACT DATA

CONTRACT DATA

Sr. No.	Item	Clause Reference of CC									
1	The Employer is : Elsamex Maintenance Services Limited 25 th Floor, GIFT 1 Tower, GIFT City, Gandhinagar, Gujarat 382355 Mob.: +91-90990 29965 / +91-9909941752 E-mail: tender. tender.emsl@ itnlindia.com Website: www.itnlindia.com Contact Person- Mr. Rashid Zeya / Tapan Parikh	1.1 GCC									
2	The Employer is Project Manager, EMSL	1.1 GCC									
3	The project work is Supply of IT & Toll System Equipment for Implementation of Hybrid Electronic Toll Collection (HETC) at Various Toll Plazas of RIDCOR in the State of Rajasthan	1.1 GCC									
4	The Works consists of Supply of IT & Toll System Equipment & other items as per Bill of Quantities	1.1 ITB									
5	The Start Date (Commencement Date) shall be within 7 days from the date of issue of Letter of Award / signing of the Contract Agreement / Issuance of Purchase Order for the works whichever is earlier.	1.1 and 21.2 GCC									
6	The language of the Contract documents is English	3 GCC									
7	The law which applies to the Contract is the laws of Union of India	3 GCC									
8	Deleted	9 GCC 4 ITB									
9	Insurance requirements are as under: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sr. No.</th> <th style="text-align: left;">Description of Cause</th> <th style="text-align: left;">Minimum Cover of Insurance</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="padding-left: 20px;"><i>During works</i></td> </tr> <tr> <td style="padding-left: 20px;">i</td> <td>Transit Insurance</td> <td>Supply Price + 15% escalation</td> </tr> </tbody> </table>	Sr. No.	Description of Cause	Minimum Cover of Insurance	<i>During works</i>			i	Transit Insurance	Supply Price + 15% escalation	13 GCC
Sr. No.	Description of Cause	Minimum Cover of Insurance									
<i>During works</i>											
i	Transit Insurance	Supply Price + 15% escalation									
10	Contract Completion Date for: (a) Supply of IT & Tolling System Equipment: - 28 Days from the Start Date of the Works. (b) Warranty / Guarantee: - As per OEM Policy	14 GCC									
11	Deleted	20 GCC									
12	The period between Updates in delivery schedule shall be <u>7 days</u>	25 GCC									
13	The amount to be with-held for late submission of an updated Delivery Schedule shall be Rs 50,000/- each time	25 GCC									

Sr. No.	Item	Clause Reference of CC								
14	Penalty for not attending Management Meetings/ Site visits including Weekly Meetings: Rs 5000/- per incidence	28 GCC								
15	The following are Compensation Events unless they are caused by the Contractor: (a) Deleted	41 GCC								
16	Changes in Cost and Legislation	44 GCC								
17	Penalty and Liquidated Damages: <table border="1" data-bbox="268 636 1278 976"> <thead> <tr> <th>S. No.</th> <th>Particulars</th> <th>Penalty / Liquidated Damages</th> <th>Limit</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Delay of work</td> <td>Penalty shall be applicable @ <u>₹ 1.00 Lakh/day</u> of delay for non- completion of the work within stipulated completion time</td> <td>Maximum cumulative (total) penalty 5% of the Contract Price.</td> </tr> </tbody> </table>	S. No.	Particulars	Penalty / Liquidated Damages	Limit	1	Delay of work	Penalty shall be applicable @ <u>₹ 1.00 Lakh/day</u> of delay for non- completion of the work within stipulated completion time	Maximum cumulative (total) penalty 5% of the Contract Price.	45 GCC
S. No.	Particulars	Penalty / Liquidated Damages	Limit							
1	Delay of work	Penalty shall be applicable @ <u>₹ 1.00 Lakh/day</u> of delay for non- completion of the work within stipulated completion time	Maximum cumulative (total) penalty 5% of the Contract Price.							
18	(i) Interest free advance payments equivalent to 20% of Supply Value shall be provided against submission of Bank Guarantee: Form 7H in Section 7 of the Bidding Documents.	47 GCC								
19	Deleted	48 GCC								
20	Warranty & Guarantee – As per Policy of OEM on back-to-back basis	32 GCC								
21	Deleted	53 GCC								
22	Deleted	55.1 GCC								
23	Deleted	125 of STS								
24	Deleted	126 of STS								