

ARULMIGU RATHINAGIRISWARAR THIRUKOIL, AYYARMALAI, SIVAYAM,
KULITHALAI TALUK, KARUR DISTRICT, TAMILNADU, INDIA



NAME OF THE PROJECT:

Tender for the Appointment of Project Management Consultant for the Proposed Passenger Ropeway Project at Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai, Sivayam, Kulithalai Taluk, Karur District.

DUE DATE FOR SUBMISSION: **ON OR BEFORE 04.01.2017 at 05.00 Hours**

TO BE SUBMITTED TO:

The Executive officer,
Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai, Sivayam,
Kulithalai Taluk, Karur District,
Tamil Nadu-639 120.

TENDER SUBMITTED BY:

M/s. _____

Address _____

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SHORT TITLES USED IN THE TENDER DOCUMENT

1.	‘PLANT	Shall mean and include all plants, equipments and materials to be supplied and work to be done by the bidder under this turnkey contract.
2.	SITE’	Shall mean the site of the proposed ropeway facility at Ayyarmalai.
3.	‘PURCHASER’/ ‘CLIENT’/ ‘OWNER’	Shall mean the ARG T/Ayyarmalai for whom the procurement is made through this tender.
4.	‘ARGT’	Shall mean Arulmigu Rathina Giriswarar Thirukoil at Ayyarmalai.
5.	‘EO’	Shall mean the Executive Officer who is the procurement agency on behalf of ARG T/Ayyarmalai.
6.	BIDDER	Means the party who makes a formal offer in pursuance of the Tender floated.
7.	SUCCESSFUL BIDDER	Successful bidder means the bidder who becomes successful through the Tender process.
8.	CONTRACTOR	Means the persons/firm/company/undertaking the contract works.
9.	‘PRE-QUALIFYING BID’	Intended to seek the information or data and vital statistics like corporate structure, experience, etc. and about the contractor.
10.	‘TECHNO COMMERCIAL BID’	Means experience in the field of Project Management Consultancy.
11.	‘PRICE BID’	Means contractors offer on price quotations which will clearly indicate the base cost, taxes and duties separately.
12.	“PRE –BID CONFERENCE”	Conference held prior to calling and opening of tender.
13.	‘COMMISSIONING	Shall mean carrying out no load trials of each part of the plant separately or in conjunction with other parts of the plant and also the plant as a whole.
14.	‘EXPERT COMMITTEE’	Shall mean the committee constituted by the Government of Tamil Nadu vides G.O. No: 384 Tamil Development Religion Endowments & Information (RE5-1) Dept. dated 19.11.2012 and its subsequent amendments.
15.	‘SAFETY COMMITTEE’	Shall mean the committee constituted by the Government of Tamil Nadu vides G.O. No: 384 Tamil Development Religion Endowments & Information (RE5-1) Dept. dated 19.11.2012 and its subsequent amendments.

Applicability of Tamil Nadu Transparency in Tender Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time.

Check List for Enclosures

#	Bid Enclosures	YES or NO
1.	Whether the Tender is submitted in Two covers (i.e) Techno Commercial Bid and Price Bid?	
2.	Whether Two covers along with EMD cover is put into an outer cover?	
3.	Whether Techno Commercial Bid (Envelope- A) contains the following	
3.1	Bidder's undertaking covering letter in the Letter Head shall be signed by the authority, stamped and submitted.	
3.2	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
3.4	All pages of the blank Tender document in full shall be signed by the authority, stamped and submitted	
3.5	Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted	
3.6	Filled up Techno Commercial Bid shall be signed by the authority, stamped and submitted	
3.8	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped in all pages	
	b) Bidder's Certificate of Incorporation or Registration	
	c) Relevant Excise duty returns or sales tax returns for the components manufactured shall be submitted	
	d) Annual Report including Balance Sheet and Profit & Loss accounts for the past one year should be submitted.	

	e) Clientele list for Project Management Consultancy for execution of the Ropeway systems	
	f) Bidder's undertaking letter to meet the Blacklisting criteria shall be submitted	
4.	Whether Price Bid (Envelope-B) contains the following	
	a) Filled Price Bid with signature and stamp in all pages shall be submitted	
	b) Whether corrections or overwriting if any is attested?	

Bidder must ensure that they submit all the required documents indicated in the tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document or rest certificate are liable to be rejected at the initial stage itself. The data sheet for the critical components should be submitted by bidder for the scrutiny.

1. INTRODUCTION:

Sealed bids in two envelope system are invited from the Bidders by Executive Officer, Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai- 639 120, Karur District, Tamilnadu for the Appointment of Project Management Consultant for Proposed Passenger Ropeway Project at Ayyarmalai.

2. TENDER DATA SHEET:

1.	Tender Inviting Authority, designation and Address	Executive Officer, Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai- 639 120, Karur District, Tamilnadu.
2.	a) Name of the Work	Tender for the Appointment of Project Management Consultant for the Proposed Passenger Ropeway Project at Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai, Sivayam, Kulithalai Taluk, Karur District.
	b) Tender Reference	01/2016, Dated : 26.11.2016
	c) Place of Execution	Arulmigu Rathinagiriswarar Thirukoil, Ayyarmalai-639120, Karur District, Tamilnadu
3.	a) Tender Documents Available place and due date for obtaining tender	on all working days between 10.00 A.M. and 5.00 P.M. IST from 26.11.2016 to 03.01.2017 from the address mentioned in column (1) above alternatively authorized websites in column no.8
	b) Cost of Tender Document	15,0000.00 + VAT 5%
4.	EMD	1% of the Bid Value
5.	Due date, time and place of submission of tender	upto- 04.01.2017 at 2.00 P.M. at the address mentioned in column (1) above
6.	Date and place of tender opening	on 04.01.2017 at 3.00 P.M. at the address mentioned in column (1) above
7.	Date, time and place of opening of price bids	Will be intimated only to the bidders qualified in Technical bid
8.	Authorized Websites	www.tnhrcce.org www.tenders.gov.in

3. TENDER ELIGIBILITY CRITERIA:

The Bidder(s) should meet the following Eligibility criteria to participate in the tender and should enclose documentary proof for fulfilling the eligibility criteria.

- The bidder should be a consulting company registered under Companies Act, 1956 for atleast 10 years in India and should have experience of atleast 5 numbers of consultancy assignments executed for central PSUs/Central Govt./ State Govt/Local Bodies in the last 10 years in India.
- The bidder should have experience of atleast 2 Number of Supervision assignments executed in Passenger Ropeway Project & P.O / Work order with detailed scope of works should also be enclosed.
- A performance report obtained from the owner of the plant (with their full Address, Contact phone number) for the services rendered in Ropecar Project by the bidder should be enclosed along with the tender.
- The bidder should have an annual turnover of not less than Rs.20 Crores (Rupees Twenty Crores only) in any one of the last 3 year financial years (i.e. FY 2013-14,2014-15,2015-16) The attested copies of audited annual reports or attested copies of Income tax return filed by the bidders for the above three financial years should be enclosed with the bid.

The bidder should furnish the following details, in addition to the qualification criteria mentioned above,

- 1) Company's profile and Corporate Structure;
- 2) Man Power available for engagement of Project Management/ Supervision for Proposed ropeway system with necessary documentary evidence in complete shape;
- 3) List of Project Management Services including Supervision & Execution of the Passenger ropeways that were successfully completed by the bidders with details such as their location, type, year of construction, cost and their present status with necessary supporting documents issued by the concerned authorities;
- 4) Details of Project Management Services currently on hand with details such as work orders, value of each project, date of commencement and completion period etc.,

- 5) Power of Attorney in favour of the Authorized Signatory to the tender;
- 6) An affidavit stating that the bidder/s had not been in litigation or black listed by any client / government / semi-government department or an autonomous body;
- 7) An affidavit guaranteeing the correctness and accuracy of the information furnished in the pre-qualification documents;
- 8) Even if the bidders furnish the above details to the satisfaction of the client, they will be disqualified, if they are found to have given misleading or false information, have poor performance record, consistent history of litigation, poor financial position and bankruptcy.

4. INSTRUCTION TO THE BIDDERS

4.1 General Instructions to the Bidders

- a) It will be imperative for each Bidder(s) to familiarize himself / themselves with the Prevailing legal situations for the execution of contract. ARGV shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- b) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by ARGV. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to apprise themselves.
- c) The Bidder shall be deemed to have satisfied him/herself 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.
- d) It must be clearly understood that the Terms and Conditions are intended to be strictly enforced. 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) The Bidder should be fully and completely responsible to ARGV and State Government for all the deliveries and deliverables.

4.2 Language of the Bids.

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in **English only**. The supporting documents and printed literature furnished by the Bidder may be in any another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy will be rejected.

4.3 Bid Currency

Price should be quoted in Indian Rupees (INR) only and payment shall be made in Indian Rupees (INR) only. Price quoted in any currency other than INR will be rejected.

4.4 Letter of Authorization

A letter of Authorization from the Board of Directors or Managing Director of Bidder organization authorizing the Tender submitting authority should be submitted in the Technical Bid. The Bids received without the Letter of Authorization or Power of Attorney will be summarily rejected.

4.5 Clarification and amendments

- a) A prospective bidder requiring any clarification in tender may address to E.O, ARG T by Registered post or by personal delivery under acknowledgement. No clarifications will be offered by E.O, ARG T within 48 hrs prior to the time of opening of the Tender.
- b) Before the closing date of the Tender, clarifications and amendments, if any, will be notified in the Government authorized websites, mentioned in the Tender Data sheet. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. E.O, ARG T will make individual communication by e-mail to only those bidders who have purchased the tender document from the office of E.O, ARG T. E.O, ARG T will not make any individual communication to others and will in no way be responsible for any ignorance pleaded by Bidders.
- c) E.O, ARG T is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents based on changes announced through individual communication/ website as the case may be.

4.6 Contacting Tender inviting authority

- I. Bidder shall not take attempts to establish unsolicited and unauthorized contact with Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority after the opening of the Tender and prior to the notifications of the Award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Inviting / Scrutiny / Accepting Authority may lead to disqualification of the Bidder.
- II. Now withstanding any mentioned above, the Tender Inviting / Scrutiny / Accepting Authority may seek bona-fide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

4.7 Force Majeure:

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

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of God, any Government authority, domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment.

If at any time during the continuance of this Contract the performance by either party under this Contract of any of its obligations is rendered impossible by reasons of Force Majeure then, provided written notice of the happening of the event of Force Majeure is given by the affected party to the other within **15 days**, of the occurrence thereof and provided that such event of Force Majeure has not resulted from the negligence or failure of the affected party to perform its obligations, the affected party shall not be liable for fulfillment of any of its obligations pursuant to this Contract during the continuance of the event of Force Majeure.

So soon as practicable, upon the cessation of the Force Majeure conditions, the affected party shall continue performance of its obligations under the Contract.

The affected party shall take steps to remedy and mitigate the effects of the Force Majeure event on its ability to perform its obligations under the Contract.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts. If the Contract shall be terminated under the provision of the above clause, the Bidder shall with all reasonable diligence remove from the Site all the Bidder's equipments.

Any extension of time granted by the Purchaser in terms of above clause, shall neither entitle the Bidder to any claim for increase in prices nor shall it release him from any of the obligations under the Contract. If the performance of the Contract as a whole is delayed by reason of the Force Majeure conditions continuing to persist for a continuous period exceeding 30 Working days, the purchaser will grant due extension of Time for the time lost.

The Purchaser shall not be held responsible or be called upon to make good any losses / costs incurred by the Bidder consequent to the happening of any of the event under clause above.

4.8 SETTLEMENT OF DISPUTES AND ARBITRATION:

Procedure for Disputes

4.8.1 All disputes and differences of any kind whatsoever arising out of or in connection with the Contract, whether during the progress of the works shall be referred by the Contractor to the Executive officer and the Executive Officer shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions, clarifications and certificates of the Executive officer shall be final and binding upon the Contractor during the progress of the works and shall not be set aside on account of non observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason.

4.8.2 If the Contractor is dissatisfied with the decisions of the Executive Officer or if the Executive Officer fails to make a decision on any reference within a reasonable time, then and if in any such case, the Contractor may after 90 days of the reference to the Executive Officer refer the matters to Arbitration. The reference to arbitration shall specify the matters which are in question, dispute or differences and only such dispute or differences of which the demand has been made shall be referred to Arbitration. Notwithstanding the reference to Arbitration, the Contractor shall continue to duly perform his obligations under the Contract.

4.9 ARBITRATION:

The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the Proceedings shall be in English. The governing law shall be the laws in the State of Tamilnadu and of India, as applicable. The venue of the arbitration shall be at Chennai”

4.10 LEGAL JURISDICTION:

Only the courts at Chennai (India) shall have jurisdiction for any suit or Proceedings regarding the matter arising in any respect under this contract, even though any part of the cause of action may arise outside Tamilnadu.

5. Tender Cost and EMD:

5.1 Cost of Bidding:

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

5.2 Tender Document Fee:

- a) The Tender documents may also be purchased from the office of ARG T on payment of fees in Indian Rupees as mentioned in the Tender Data sheet. The Tender document is not transferable to any other Bidder.
- b) The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of "The Executive Officer, ARG T, Ayyarmalai. Alternatively, the Tender document can be downloaded free of cost from the website mentioned in the Tender data sheet.
- c) The Tender documents cost may be paid by cash in the temple office at Ayyarmalai.

5.3 Earnest Money Deposit

5.3.1 The bidders are required to deposit the Earnest Money Deposit (EMD) along with their tender.

5.3.2 The E.M.D must be made only in the form of a crossed Demand Draft or Pay Order drawn in favor of "The Executive officer, ARG T/ Ayyarmalai" from any Nationalized / Scheduled Bank.

- 5.3.3** The E.M.D will not be accepted in any form other than those mentioned above No interest shall be payable by the Client/Purchaser on the E.M.D.
- 5.3.4** The EMD in the prescribed form shall be kept in separate cover and sealed appropriately. The EMD cover shall be superscribed with 'EMD for Appointment of Project Management Consultant for the Proposed Ropeway at Ayyarmalai'. The 'FROM' address and 'TO' address shall be written without fail, otherwise the EMD is liable for rejection.
- 5.3.5** The EMD amount of the unsuccessful Bidders will be refunded within a reasonable time. The EMD amount held by Executive Officer, Arulmigu Rathinagiriswarar Temple, Ayyarmalai till it is refunded to the unsuccessful bidders will not earn any interest thereof.
- 5.3.6** The EMD amount of Successful bidders will be retained till the successful implementation of the scheme.
- 5.3.7** The EMD amount will be forfeited by Executive Officer 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 respective due dates.
- 5.3.8** The bids received without the specified EMD amount, in the prescribed form, will be **SUMMARILY REJECTED.**

6. Bid Preparation and Submission

Bidders should examine all Instructions, Terms and Conditions and Technical specifications as given in the Tender documents. Failure to furnish information required by the Bid or submission of Bids not substantially responsive or viable 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 held as non-responsive and will be rejected.

The Bids should be submitted separately in two parts namely viz. **(1) Techno Commercial Bid and (2) Price Bid.** The Techno commercial Bid and Price Bid shall be submitted in two separate covers.

6.1 Techno Commercial Bid (Envelope – A)

- a) The Techno commercial Bid enables ARGT to evaluate whether the Bidder is techno commercially competent and capable of executing the order. Only those Bids

which qualify in the Techno commercial stage will be eligible for the Price bid opening. The Price Bid of Bidders who failed in the Techno commercial stage will not be opened.

- b) The Techno commercial Bid format as given in the Tender shall be filled, signed and stamped in all pages. E O, ARG T will not be responsible for the errors committed in the Bids by the Bidders.
- c) **The Techno commercial Bid should strictly not contain any Price indications or otherwise the Bids will be summarily rejected.**

6.1.1 Details to be furnished in the Techno Commercial Bid

- a) Authorization letter from the Board of Directors/ Managing Director to sign the Tender documents should be submitted. The Tenders received without Authorization letter or Power of Attorney will not be considered for further processing.
- b) The blank Tender document in full should be printed, signed by the authorized person and stamped in all pages and should be submitted as a token of accepting the conditions.
- c) The Techno Commercial Bid should be duly filled, signed by the authorized person and stamped in all the pages and should be submitted.
- d) The supporting documents to prove Bidder's eligibility should be duly attested and should be submitted.
- e) The published Annual Report should be signed by the authorized person and stamped in all pages and should be submitted.
- f) All the required documents insisted in the Tender should be enclosed in the Techno Commercial Bid. No document would be allowed to be supplemented / exchanged after opening of the bids.
- g) The documentary evidence shall establish Bidder's qualifications to the satisfaction of ARG T.

The Techno Commercial Bid shall comprise of Company Profile, Man Power availability for the Supervision of Preparation of Progress Report, etc.,

6.1.2 Signing the Techno Commercial Bid:

- a) The Bids shall be typed and shall be signed by the Authorized official of Bidder. All pages of the bids shall be signed and stamped by the authorized person.

- b) Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorized person.

6.1.3 Sealing the Techno Commercial Bid

The Techno Commercial bid shall be placed in a separate cover (Envelope-A) and sealed appropriately. The Techno Commercial bid cover shall be superscribed with “Techno Commercial Bid (Envelope A) – Appointment of Project Management Consultant for the Proposed Ropeway at Ayyarmalai – Tender Ref no. 01/2016, Dated: 26.11.2016 due on 04.01.2017 “ The “FROM” address and “TO” address shall be written without fail otherwise the Techno Commercial bid is liable for rejection.

6.2 Price Bid (Envelope-B)

The Price Bid shall comprise the Price Quotation which clearly indicates overall cost including all applicable Taxes & duties.

6.2.1 Details to be furnished

- a) The prices quoted shall be in **INDIAN RUPEES (INR) only**. The Tender is liable for rejection if Price Bid contains conditional offers or partial offers and if quoted in any currency other than INR.
- b) The cost quoted by the Bidder shall include the breakup cost for the various Categories of Man Power engaged..
- c) 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 the period of extension of time if any. The Bidders should particularly take note of this factor before submitting the Bids.
- d) The EMD amount should be submitted in the prescribed form.

6.2.2 Signing the Price Bids

- a) The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid document including the supporting documents shall be signed and stamped by the authorized person.
- b) Any alterations, deletions or overwriting shall be treated valid only if they are attested by full signature by the authorized person.

6.2.3 Sealing the Price Bid

The Price Bids shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed with “**Price Bid (Envelope B)**–

Appointment of Project Management Consultant for the Proposed Ropeway at Ayyarmalai Tender Ref.: 01/2016, Dated: 26.11.2016 due on 04.01.2017 ” The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

6.3 Outer Cover

The EMD cover, Techno Commercial Bid cover (Envelope-A) and Price Bid cover (Envelope- B) shall then be put in a single outer cover and sealed. The outer cover shall be superscribed as “**Appointment of Project Management Consultant for the Proposed Ropeway at Ayyarmalai** Tender Ref.: 01/2016, Dated: 26.11.2016 due on 04.01.2017.” The “FROM” address and “TO” address shall be written without fail otherwise the Bid is liable for rejection.

6.4 Mode of Submission of Bids

- a) The Bids should be dropped in the Tender box kept at ARG T, office, Ayyarmalai-639 120, Tamil Nadu, India, on or before the due date and time. The Bids will not be received personally.
- b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids reach ARG T on or before the due date and time. ARG T will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) The Bids received after Due Date and Time or Unsealed or in incomplete shape or submitted by Facsimiles (FAX) will be summarily rejected.

6.5 Modification and withdrawal of Bids:

The Bids once submitted cannot be modified or amended or withdrawn.

7. Pre-Bid Meeting

A Pre-bid meeting shall be held at the office of the Executive Officer, ARG T/Ayyarmalai, on 20.12.2016 at 11.00 hrs. For clarification of doubt/s, if any, regarding the scope of the works, conditions of contract or any other matter relating to the Project. For this reason, queries, if any, must be sent to the Executive Officer, ARG T/Ayyarmalai, at least three days prior to the scheduled date for the Pre-bid meeting.

The bidders may seek clarifications, if any, by way of queries and or propose deviations to the project requirements and the terms and conditions of the agreement, prior to the pre-bid meeting. Executive officer, ARG T/Ayyarmalai may, at any time prior to the due date for the receipt of the bid documents, for any reason, whether at his own initiative or in

response to clarifications sought for by the bidders which are considered acceptable to him, shall modify and amend the bid document at his sole discretion.

Attendance at the Pre-bid meeting is not mandatory. Executive officer, ARGT/Ayyarmalai may not respond to the queries from any bidder which is not received before the Pre-bid meeting. No interpretation, revision or other communication from Executive officer, ARGT/Ayyarmalai is valid unless the same is given in writing. Executive officer, ARGT/ Ayyarmalai, may choose to send the clarifications to bidder's queries including the details of the query but without identifying the source of the query.

The Proceedings or Minutes of the Pre-bid meeting shall be documented and will become part of Bid documents and should be enclosed along with the Bid submitted.

8. Bid Opening :

8.1 Techno Commercial Bid Opening:

The Tender outer cover and Techno commercial Bid cover, will be opened at ARGT on the date and time as specified in the Tender Data sheet or any other date published in the website specified. The Tender will be opened in the presence of the Bidders who choose to be present. The representative(s) of the Bidder who chooses to attend Tender opening shall bring an authorization letter from the Bidder. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

8.2 Tender Validity

- a) Bids submitted shall remain valid for a period of 180 days from the date of Tender opening. If the bid validity is lesser than 180 days, the Bid will be rejected as non-responsive.
- b) In exceptional circumstances, ARGT may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

8.3 Initial Scrutiny

Initial Bid scrutiny will be held and Tenders as given below will be treated as non-responsive.

- Tender **not** submitted in two parts as specified in the Tender and signing and stamping in all pages of the Bid
- Tender received **without** the Letter of Authorization as specified in the Tender
- Tender received **without** EMD amount
- Tender found with **suppression of facts/details**

- Tender with **incomplete** information, subjective, conditional offers and partial offers
- Tender submitted **without** supporting documents to prove Eligibility criteria and Evaluation
- Tender **not** complying with any of the clauses stipulated in the Tender
- Tender with **lesser** validity period
- **Tender submitted without** sample test report of components from the Testing Agency

All responsive Bids will be considered for further evaluation. The decision of Executive Officer, Arulmigu Rathinagiriswarar Temple, Ayyarmalai will be final in this regard.

8.4 Clarifications by ARG T

When deemed necessary, EO, ARG T may seek bona-fide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Techno commercial Bid evaluation, EO, ARG T may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of ARG T as stated above, such Bids at the discretion of EO shall be rejected as technically non- responsive.

8.5 Price Bid Opening

Bidders who are qualified in Techno commercial Bid (Envelope-A) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at ARG T. The Bidders or their authorized representatives (maximum two) will be allowed to take part in the Price Bid opening.

9. Tender Evaluation and Selection.

9.1 Evaluation of Bid

On the date of opening the tender, the Expert Committee or its authorized nominee shall open Envelope-A of the tender, that is the techno commercial bids and compare the commercial and technical parts separately in a tabulated form.

9.2 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of EO, ARG T, EO shall have the right to reject

the Bid and if after selection, E O ,ARGT would terminate the contract as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.

- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, EO,ARGT shall have the right to seek the correct facts and figures or reject such Bids.
- c) The Tender calls for full copies of documents to prove the Bidder's experience, capacity and other requirements to undertake the project.

9.3 Techno Commercial Bid Evaluation:

- a) The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.
- b) The Tenders, which do not conform to the Technical Specifications or Tender conditions or Tenders from Bidders without adequate capabilities will be rejected. The Eligible Bidders alone will be considered for further evaluation.

9.4 Price Bid Evaluation

- 1) Bidders who are qualified in Techno commercial Bid (Envelope-A) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at ARG T. The Bidders or their authorized representatives (maximum two) will be allowed to take part in the Price Bid opening.
- 2) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000. The Price evaluation will include all Duties and Taxes as given below.
 - a) In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.
 - b) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
 - c) In a tender where all the tenderers are from within the State of Tamil Nadu, or where all the tenderers are from outside the State of Tamil Nadu, the sales tax/TNVAT shall be included for the evaluation of the price; and
 - d) In a tender where the tenderers are both from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, TNVAT shall be excluded for the evaluation of the price”.

- 3) The lowest cost per category as per the above evaluation will be adjudged as L1. ARG T will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- 4) ARG T will negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price.

10. Project Management

10.1 Acceptance of the Tender

The final acceptance of the Tender is entirely vested with EO, ARG T who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender accepting authority may also reject any Tender for reasons such as changes in the new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tender by EO, ARG T, the Bidder shall have no right to withdraw their Tender or claim higher price.

10.2 Letter of Acceptance (LOA)

After acceptance of the Tender by ARG T, a Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).

10.3 Payment of Security Deposit (SD)

- a) The Successful Bidders will be required to remit the Security Deposit equivalent to 5% (Five percent) of the value of the Work Order inclusive of EMD amount. The SD should be paid by way of Demand Draft drawn in favour of Executive officer, Arulmigu Rathinagiriswarar Temple” payable at Ayyarmalai or in the form of unconditional and irrevocable Bank Guarantee, valid till the Commissioning of the Ropeway. **The SD should be paid within 10 days from the date of issue of Letter of Acceptance by ARG T.**
- b) The Security Deposit will be refunded to the Successful Bidder only after successful installation and commissioning of the systems. The Security Deposit held by ARG T till it is refunded to the Successful Bidder will not earn any interest thereof.
- c) The Security Deposit/EMD will be forfeited if the Successful Bidder(s) withdraw(s) the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

10.4 Execution of Agreement

- a) The Successful Bidder shall execute a Contract in the INR 100 non- judicial stamp paper bought in Tamil Nadu only in the name of the Bidder, within 10 days from the date of Letter of Acceptance issued by ARGT.
- b) 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 for the execution of the contract or any part thereof without the prior written consent of EO,ARGT. EO reserves his right to cancel the work order either in part or full, if this condition is violated.
- c) In case of the successful bidder fails to execute necessary agreements as prescribed, within the stipulated period, then his EMD shall be forfeited and his tender held as non responsive.

10.5 Release of EMD

The EMD amount paid by the successful Bidder(s) will be adjusted towards security deposit payable by them. If the successful Bidder submits Security deposit for the stipulated value in full by way of bank Guarantee, the EMD will be refunded; the EMD amount of the Unsuccessful bidder will be refunded after finalization and signing of agreement with the successful bidder.

10.6 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire work subject to satisfaction of ARGT. Such completion would be arrived at when the entire work as stated above is completed by the Contractor as per the contract agreement and as per Work Order (s) issued by ARGT from time to time.

10.7 Termination of Contract

10.7.1 Termination by Default

- a) ARGT 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 perform any of the obligation(s) under the contract; or
 - (ii) if the Successful Bidder, in the judgment of ARGT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event ARGT terminates the Contract in whole or in part, ARGT may opt upon terms and in such manner as it deems appropriate, the services of the other bidders. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

10.7.2 Corrupt Practice

The Purchaser shall be entitled to terminate the employment of the Bidder under this Contract

If the Bidder shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Purchaser, or For showing or forbearing to show favour or disfavor to any person in relation to this Contract, or any other Contract with the Purchaser Or if the like acts shall have been done by any person employed by the Bidder or acting on his behalf (whether with or without the knowledge of the Bidder) or if in relation to this Contract or any other Contract with the Purchaser the Bidder or any person employed by him or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act

10.7.3 Termination for Convenience

ARGT may by written notice, with a notice period of seven 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 ARGT'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

11. Project Management Services

11.1 Scope of Work

11.1.1 Bidder Scope of Work

- i. Monitor progress of work, submit Bi-monthly Progress Reports.
- ii. Coordinating with main and sub-contractors and rendering technical advice; holding periodic progress meetings and sorting out problems arising and recommend suitable solutions to the E.O.

- iii. Deputing supervising personnel in the field to coordinate with contractor's site manager for controlling the work, its implementation, inspection and report on the works at site to client.
- iv. Keeping a close watch on Deviations by way of Extra items, Substituted items and Quantities of Schedule items.
- v. Checking of geometric layout on the ground.
- vi. Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per program laid down in the Contract Agreement between client & contractor.
- vii. Managing overall construction work at site to ensure quality besides safety. Ensuring the quality of various construction materials by way of testing and analysis. The cost of testing will be by contractor.
- viii. Evaluate 'Extension of Time' requests (if any) by the Contractor for completion of Works, and recommend such extensions with or without Liquidated Damages as per Contract agreement, to the Purchaser/Client.
- ix. Shall collect, Insurance policies and Guarantee Bonds executed by the Contractor, if any, at the time of handing over of works.
- x. Assisting client in certifying milestones for payment of the running and final bill.
- xi. Testing and commissioning of the ropeway system.
- xii. Issue of completion certificate and arranging handing over of the project to the owner.

11.1.2 PURCHASER'S SCOPE OF WORK:

- i) The approved drawings/documents will be communicated to the successful bidder within Seven days from the date of receipt of such documents/drawings from the competent authority.
- ii) Providing an Office Room of adequate Size with necessary furniture.

12. Payment Terms:

- a) Payment shall be made progressively only.
- b) Detailed billing schedule (as mutually agreed between the client and the bidder) will be required for making payment at each stage.

12.1 TAX DEDUCTIONS: Income Tax, Sales Tax and other applicable taxes, will be deducted at source as per existing government regulations, shall be deducted from the amount payable to the bidder and a certificate issued to that effect by the purchaser.

12.2 INTEREST: The purchaser shall not be liable to pay any interest to bidder on his deposits with purchaser or any deferred payments.

12.3 PROGRESS OF PAYMENTS:

The payments to the Bidder shall be regulated as mentioned below:

- a) All payments shall be made in Indian currency.
- b) The payment shall be regulated as per agreed break-up billing schedule.
- c) No advance payment will be made.

PRICE-BID

Name of the Project: Tender for the Appointment of Project Management Consultant for the Proposed Passenger Ropeway Project at Arulmigu Rathina Giriswarar Thirukoil at Ayyarmalai, Karur District, Tamilnadu.

Item No	Description of work	Amount in figures (Rs.)	Amount in words (Rs.)
Part-I	Charges for Deputing of Supervising Personnel for monitoring progress of work, Checking the Quality of Work, Preparation and Submission of progress report, preparation of bills, issue of completion certificate etc.,.		

PROFORMA - A
LETTER OF SUBMISSION OF TENDER
(To be typed by Bidder on his letter head)

From :

To :

The Executive Officer,
Arulmigu Rathinagiriswarar Thirukoil,
Ayyarmalai – 639120.
Karur District, Tamil Nadu.

Name of the work: -----

Ref : Tender No.-----

Dear Sirs,

1. Having examined tender document for the Project Management Consultancy Services, and having visited and examined the site of the said works, I/We the undersigned, offer to execute, complete and maintain the whole of the said works for the sum as indicated in the Bill of Quantities/Price bid or such other sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within 7 (Seven) days of issue of the Letter of Acceptance for the work and further undertake to complete and deliver the whole of the works comprised in the contract.
3. I/We agree to abide by this tender for a period of **6 months** from the date of opening of the bid/or such extended period as may be mutually agreed and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. A sum of Rs..... towards earnest money in the form of..... in terms of clause 20 of the Instructions to bidders, is enclosed herewith.

5. Unless and until an agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

7. Name of the partners of the firm authorized to sign

Or

Name of person having power of attorney to sign the contract

(Certified true copy of the Power of Attorney should be attached)

8. Correspondence address of Bidder:-

(The bidder should write his address and other details below at which the correspondence shall be made regarding this tender. In case of any change in the address provided below bidder has to inform Client/Consultant immediately).

a) Correspondence Address: _____

b) Telephone No (along with STD Code) : _____

c) Fax: _____

d) Name of Contact Person: _____

All the correspondence shall be made by ARGV at the above provided address/phone/Fax numbers only.

Yours faithfully,

SIGNATURE(S) OF THE BIDDER(S)

Permanent address.....

Local address.....

Note:

- 1 The Bidder is to fill up the blanks in the above form before signing and submitting the tender.
- 2 The signature of the person signing this paper should be attested by the bidder if bidder is not signing the papers
- 3 The Power of Attorney should be submitted in favor of signatory of the tender (as per Proforma – B).

PROFORMA – B

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney).

We, M/s_____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr/Ms..... (name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work) including signing and submission of applicable proposals, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with **ARGT** or any other Government/Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with **ARGT** and thereafter till the expiry of the Contract Agreement.

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.

Dated this the Day of _____ 2016

(Signature and name of authorized signatory)

Signature of the Power of Attorney Holder

Witness 1:

Witness 2:

Name

Name:

Address

Address:

Occupation:

Occupation:

Note:

1. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.