

ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE
PALANI



ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE, PALANI

Tender Notice No: 2021/2017/F2 Dated: 23.03.2018

The Joint Commissioner / Executive officer , Arulmigu Dhandayuthapani Swamy Temple, Palani invites sealed tender in at his office up to 3.00 P.M on **11.04.2018** from Registered experienced firms . The tenders will be opened by the undersigned at his office at 4.00 P.M on the same day in the presence of the tenderer or their agent who choose to be present.

ANNEXURE

| S.No | Name of work | Class of contractor | Value of work in lakhs | Period of contract | Earnest money deposit | Cost of tender document | GST | Date of availability of tender documents | Last date for receipts of tender |
|----------|--|------------------------------|------------------------|--------------------|-----------------------|-------------------------|-----------------|--|----------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| 1 | Operation and Maintenance of Material Ropeway System for One Year at Arulmigu Dhandayuthapani swamy Temple, Palani | Registered experienced firms | 10.15 | One Year | Rs.,10,200/- | Rs.6,000/- | Rs.720/- | 27.03.2018 To 10.04.2018 | 11.04.2018 |

Tender schedule for the above work can be down loaded at free of cost from the web site [http// www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or Tender schedule cost to be remitted through Chelan in temple treasury and GST to be remitted through government treasury under the head of account DPC 006-00-101-AA-0000. All other details of the work and any information can be had from the Temple office on any working day during working hours.

Joint Commissioner / Executive officer,
Arulmigu Dhandayuthapani Swamy Temple,
Palani.

Arulmigu Dhandayuthapani Swamy Temple,
Palani – 624601, Dindigul District, Tamilnadu

TENDER DOCUMENT

**Tender for Operation & Maintenance of Material Ropeway System
at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of
all Men & Materials for One Year**

TENDER REFERENCE No. 2021/2017/F2 Dated: 23.03.2018

SL. No.

ISSUED TO / DOWN LOADED BY

RECEIPT No. & DATE :

TENDER OPENING DATE : 11.04.2018

***COST OF TENDER DOCUMENT : Rs6,720 /-
(COST : Rs 6,000 /- + TAX : Rs.720/-)***

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IMPORTANT NOTICE

This tender procedure is governed by the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000, the Act and Rules shall prevail.

TENDER DOCUMENT

1. PREAMBLE

Palani, Arulmigu Dhandayuthapaniswamy Temple (ADST) invites sealed tender for the Operation & Maintenance of Material Ropeway System at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all men & materials for One Year.

The Tender notification has been published fixing the date of opening of tender on 11.04.2018.

The Tenderer shall visit the Material Ropeway System before the submission of tender for the present condition of the ropeway system.

2. SCOPE OF WORK

2(a) The successful tenderer should operate and maintain the Material Ropeway for a period of one year from the date of handing over of the system and as per the timings stipulated by ADST. Normally two Shifts Operation and 24 hours of operation is envisaged for two months only. The successful tenderer should supply all spares (both operating and emergency) for all the electrical and mechanical equipments and fixtures/fittings at both towers and terminal stations of Material Ropeway, communication systems etc. at free of cost for the maintenance of the system during the Contract period.

- (i) Regular, preventive & predictive maintenance schedule for the whole system along with lifecycle of the critical components shall be provided and got approved by the JC/EO. All the mandatory tests shall be carried out as per approved schedule and test reports/certificates shall be submitted to Expert committee/JC/EO. Any spare/equipment to be replaced/repared for the above tests the same shall be carried out and get it tested for safe operation of the system before commencing the Operation.
- (ii) Providing O&M manuals of systems (Repair & Maintenance) shall be provided and got approved by the JC/EO and O&M shall be carried out accordingly.
- (iii) Supplying and stocking of all necessary & sufficient spares listed by successful tenderer, workshop equipments, special tools and tackles required for the Operation and Maintenance of the Material Ropeway System.

(iv) The successful tenderer shall inspect the existing ropeway system and list out the existing tools & plant/equipments and satisfy themselves regarding the conditions & adequacy of the same. If any further Tools/Plant/equipments required for O&M, may be listed out. The same shall be supplied and handover along with the existing Tools & plant/equipments after completion of O&M contract period in good working condition.

2(b) The successful tenderer shall undertake to supply all spares at free of cost for the maintenance of the system during the Contract period.

2(c) **Manpower deployment**

(i) The following minimum qualified, experienced and fit personnel are to be appointed as fixed by Expert committee / JC/EO, ADST, Palani for the O&M of the Material Ropeway.

| S.No | Designation | Number of persons | Qualification |
|------|--------------------------|-------------------|--|
| i) | Site Incharge | 1 No. | Degree / Diploma in Mechanical / Electrical Engineering with minimum five years relevant experience. |
| ii) | Fitter Cum Operator | 2Nos (1No/shift) | ITI Qualified with 5 years relevant experience |
| iii) | Electrician Cum Operator | 2Nos (1No/shift) | ITI (wireman/electrician) Qualified with 5 years relevant experience |

(ii) Frequent change of manpower will not be entertained. The person(s) deployed for a particular position should work in that position for a period of at least 6 months from the date of joining continuously. Any change in persons from the site should have the prior approval of JC/EO, ADST, Palani.

(iii) The successful tenderer should install biometric devices in site at their own cost to monitor the presence.

3. i) QUALIFICATION CRITERIA

| Clause | Qualification Criteria | Supporting Document |
|--------|--|--|
| 3(a) | The tenderer should be a registered legal entity and engaged in the business of ropeway manufacturing/ assembly, operation, maintenance for a period of 5 years as on 31 st March 2018. | (i) In case of Private / Public Limited Companies, <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Memorandum and Articles of Association (ii) In case of Partnership Firm, <ul style="list-style-type: none"> • Registered Partnership deed (iii) List of works undertaken in the past 5 years (as per Annexure- III) along with Work Orders issued by the client. |
| 3(b) | The tenderer should have Operated & Maintained satisfactorily atleast One Fixed Grip Jig Back type Material Ropeways with a capacity of 1.5 Tons/hr and above of not less than 1000 hours of operation in the past five years. | (i) Work order issued by the clients. (ii) Work completion certificate issued by the clients indicating the total hours of operation. |
| 3(c) | The tenderer should have PAN number issued by Income Tax Department | PAN allotment Certificate. |
| 3(d) | The tenderer should be registered under GST Act | Registration certificate as a firm under GST Act. |
| 3(e) | The tenderer should not have been blacklisted for supply of any items or services to ADST or any other Government agency. | The declaration form as per Annexure |

ii) Special Attention:

Bidders who are found to have made misleading or false information, have history of litigation with temple and whoever has acted adverse to the interests of institution by indulging in speculative adversarial proceeding and delay the O & M Contract in any manner shall not be qualified to participate in tender.

4. LANGUAGE OF THE TENDER

The Tender prepared by the Tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

5. PURCHASE OF TENDER DOCUMENTS

5(a) The tender document shall be obtained from the office of “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District” on payment of Rs.6,720/-(inclusive of GST), in the form of a Demand Draft or Banker’s Cheque drawn on any Indian Nationalised/ Scheduled Commercial Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani.

5(b) The tender document will also be sent by post to prospective tenderer who makes request for documents on payment of Rs.6,720/- as mentioned above along with separate Demand Draft/ Bankers’ Cheque of Rs.500/- towards postal charges. ADST is not responsible for any Postal delay or loss in transits.

5(c) Alternatively, the tender document can be downloaded from www.tenders.tn.gov.in, www.tnhrce.org and www.palanimurugantemple.tnhrce.in at free of cost. For the downloaded tender document, the Tenderer need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure VII).

5(d) The tender document can be purchased on all working days between 10.00 AM and 05.00 PM from 27.03.2018 to 10.04.2018.

6. CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification must be sent in writing to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District”. The Joint Commissioner/Executive Officer will review the same, and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents and will also upload such clarification on www.tenders.tn.gov.in,

www.tnhrce.org and www.palanimurugantemple.tnhrce.in. The Joint Commissioner/Executive Officer will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of The Joint Commissioner/Executive Officer, in writing, before 48 hours of the opening of the tender.

7. AMENDMENT OF TENDER DOCUMENT

ADST whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated to all the tenderers who had purchased the tender documents and also will be uploaded on www.tenders.tn.gov.in, www.tnhrce.org and www.palanimurugantemple.tnhrce.in and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

8. TENDER PREPARATION AND SUBMISSION COST

8(a) Tenderer shall bear all costs associated with the preparation and submission of Tender including visits, if need be, for personal inspection of the site and ADST will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

8(b) Tenderer to have no claim on ADST on the outcome of the tendering process. ADST reserves the right to accept, in its sole and unfettered discretion, any tender or reject any tender.

8(c) No claim for compensation etc. will be entertained by ADST for rejected tenders on any ground whatsoever.

9. AUTHORISATION OF THE TENDERER

The Tender should be signed on each page by the Tenderer or by the person who is duly authorized for the same by the Tenderer. A letter of authorization from the Board of Directors or Managing Director of Tenderer organization authorizing the Tender Submitting Authority should be enclosed. The Tender received without letter of authorization will be summarily rejected.

10. SUBMISSION OF TENDER

- 10(a) Every page of the tender document should be signed and enclosed with the tender in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- 10(b) Tenderers should ensure submission of all documents as per the Check list given in Annexure VIII.
- 10(c) Tenders must be placed in a sealed cover superscripted as “Tender for the Operation & Maintenance of Material Ropeway System at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all men & materials for One Year” and addressed to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District”, containing the name and address of the Tenderer. **Tenders submitted with unsealed cover would summarily be rejected.**
- 10(d) Tenders should be dropped only in the tender box kept at the office of “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District” upto 3.00 PM on 11.04.2018”. Tenders will not be received by hand.
- 10(e) Alternatively, the tenders can be submitted through registered post so as to reach the above address upto 3.00 PM on 11.04.2018. Tenders received after the specified time will be rejected and ADST will not be liable or responsible for any postal delays.
- 10(f) A tender once submitted shall not be permitted to be altered or amended.

11. EARNEST MONEY DEPOSIT

- 11(a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.10,200/- (Rupees Ten Thousand and Two Hundred only) in the form of a Demand Draft or Banker’s cheque drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful Tenderers after getting approval for lowest tenderer from the competent authority.
- 11(b) EMD will be retained in the case of successful Tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- 11(c) Any request of Tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.

11(d) The amount remitted towards EMD is liable to be forfeited in case the Tenderer fails to execute the contract after submission of the tender or after acceptance of the offer by ADST or fail to sign the Agreement or to remit the Security Deposit.

12. VALIDITY

The rate quoted in the Tender should be valid for the acceptance by the ADST, for a minimum period of **90 days** from the date of opening of the Tender. The accepted rate is valid during entire contract period. Escalation in the rates will not be entertained under any circumstances.

13. OPENING AND EVALUATION OF THE TENDER

13(a) The tenders received upto 3.00 PM as per the office clock on 11.04.2018 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani or by the Person/Committee authorized by him at 04.00 PM on the same day in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

13(b) The Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601 or Person/Committee authorized by him will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents are not present then, in such cases the Person/Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.

13(c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 3.00 PM on the next working day and opened at 04.00 PM on the same day.

13(d) The Technical bid will be evaluated by the Committee of ADST in terms of the qualification Criteria. The Committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.

14. PRICE OFFER

- 14(a) The price should be quoted in Indian Rupees.
- 14(b) The price offer should be prepared as per Annexure-VII.
- 14(c) The rate shall include GST and rate of GST should be mentioned.
- 14(d) The price should be neatly and legibly written both in figures and words. If the rates quoted in figures and in words differ, the lower of these two will be adopted.
- 14(e) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

15. EVALUATION OF THE PRICE BID

The price bid will be evaluated in accordance to the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000 and 2012, as given below:

- 15(a) The Tenderer whose quote is lowest for Operation and Maintenance of material ropeway will be adjudged as L1.
- 15(b) ADST 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 tenderer.

16. AWARD OF CONTRACT

The Tenderer who has quoted lowest price (L1) will be invited for negotiations. Upon finalization of negotiated rate and approval from the competent authority, ADST will issue the Letter of Acceptance (LoA) to the successful tenderer.

17. SECURITY DEPOSIT

- 17(a) On receipt of the Letter of Acceptance from the ADST, the Successful Tenderer should remit a Security Deposit (SD) of **2% of the total value of the contract**, by way of Cash/Demand Draft drawn on any scheduled commercial bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani. within 15 (fifteen) working days from the date of receipt of Letter of Acceptance. The EMD shall be adjusted with the Security Deposit.

- 17(b) Any other amount pending with ADST will not be adjusted under any circumstances, against the Security Deposit if so requested.
- 17(c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the Tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- 17(d) Security Deposit amount remitted will not earn any interest.

18. AGREEMENT

The successful Tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancelling the Tender.

19. PERIOD OF CONTRACT

The contract period will be maximum of One year from the date of agreement and the agreement shall be Pre-closed with one month prior notice before the contract period (or) shall be extended this agreement with same rate & conditions for another six months beyond this contract period of one year as desired by the Joint Commissioner/Executive Officer, ADST, Palani.

20. RESPONSIBILITY OF ADST

- 20(a) Non-technical services like security, housekeeping during the contract period.
- 20(b) Water, Electricity for the ropeway, at free of cost during the operation and maintenance period of One Year.

21. OPERATION MANUAL

The tenderer should provide 5 copies of manual having the operation and troubleshooting guidelines in English should be provided along with 5 soft copies in the form of CD.

22. STANDARDS TO BE ADOPTED

22(a) The materials and workmanship of all works shall confirm to the latest Bureau of Indian Standards, Important among them are:

- (i) IS 3973-1934: Code of Practice for the Selection, Installation and Maintenance of Wire Ropes
- (ii) IS 5228-2003: Fixed grip monocable ropeway
- (iii) IS 5229-1998: monocable automatic grip (detachable) ropeways
- (iv) IS 7403-1974: selection of standard Worm & helical gear boxes.

22(b) The above list is not exhaustive. Reference shall be made to other relevant codes whenever necessary and wherever applicable. It shall not be necessary to append and specify such standards and codes with the bid documents and they shall be deemed to be an inseparable part of the bid document and agreement to be entered into. When the codes or specifications are silent on certain aspects, the construction shall conform to sound engineering practice. In case of any dispute arising out of the interpretation of the above, the decision of ADST shall be final and binding on the successful tenderer. These shall be bound to this document and become part and parcel of the agreement.

23. INSURANCE

23(a) The Successful tenderer shall insure the plant and machineries for their full value against all risk by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion etc. before commencing the works and keep the policy alive till the end of the Operation and Maintenance period. The policies shall be in the name of ADST from insurance companies approved by IRA. The Value of the successful tenderer's All Risk Policy (CAR) shall be that of the total value of existing system /works to be carried out by the tenderer.

23(b) The Successful tenderer shall take suitable insurance policy value as detailed below to meet all Personal /Public/ labour liabilities and claims during the Operation and Maintenance period.

- | | | |
|-----------------------------|------------------------|-----------------|
| (i) Public liability | - For any one accident | Rs. 0.50 crores |
| | - For any one year | Rs. 1.00 crores |
| (ii) Personal accident | - For one person | Rs. 5.00 Lakhs |
| (iii) Medical reimbursement | - For one person | Rs. 2.00 Lakhs |

- 23(c) The Successful tenderer will be responsible for the premium in connection with extending the period(s) of insurance covers.
- 23(d) The Successful tenderer shall be entirely responsible for any loss/ injury or damage to persons, animals or things and for all damage to property which may arise from any act or omission on the part of the successful tenderer.
- 23(e) The Successful tenderer shall be entirely responsible for any loss or damage to the public, operator, materials, plants and machineries due to any deficiency / negligence on the part of the successful tenderer/his personnel during the O&M until the plant is taken over .
- 23(f) The liability under this clause shall cover also, inter alia, any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this Contract. The Successful tenderer shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract due to rain, wind, frost or other inclemency of weather.
- 23(g) The Successful tenderer shall indemnify and keep indemnified ADST and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim.
- 23(h) The Successful tenderer shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties including neighboring buildings etc.
- 23(i) ADST shall also be protected against all claims in respect of damages to third parties including the ADST's staff, visitors, neighbors and other passers-by which may be made against ADST by any person in respect of anything which may arise in respect of the works or in consequence thereof or due to accidents on account of the incidental risks which may occur during the execution of works/operation & Maintenance and the successful tenderer shall, at his own expense, effect and maintain, until the virtual completion of the O&M Contract, with an Insurance Company approved by ADST a policy of Insurance in the name of ADST against such risks and deposit such policy or policies before commencement of the works.
- 23(j) The Successful tenderer shall also indemnify ADST against all claims made upon ADST, whether under the Workmen's Compensation Act or any other statute in force

during the currency of this Contract or at Common Law in respect of any employee of the successful tenderer or of any Sub-tenderer and shall at his own expense effect and maintain until the completion of the O&M Contract, with an insurance company, approved by ADST, a Policy of Insurance against such risks and deposit such policy or policies with ADST from time to time during the currency of this Contract.

24. PROPERTY

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of ADST due to the default of the successful tenderer.

25. RETRIEVED MATERIALS

The retrieved materials/worn out spares shall be listed out then & there and shall be removed from the site by the successful tenderer at free of cost after approval of JC/EO.

26. HANDING OVER OF SYSTEMS

The Material Ropeway System as a whole shall be handed over to the JC/EO in good working condition to the satisfaction of JC/EO and fit for transportation of materials after the completion of contract period.

27. PAYMENT TERMS

27(a) Payment will be made on monthly pro-rata basis on the contracted rate for one year and for extended period, if any.

27(b) In addition to the security deposit, the J.C/E.O shall deduct from the running account bills, a sum equivalent to 5% (Five Percent) of the total value of each bill as Retention money.

27(c) Retention Money will be released on payment of final bill for Operation and Comprehensive Maintenance of contract Period of one year (or) extended period, if any.

27(d) No interest will be paid for the payment due for the bills submitted.

27(e) All payments shall be made in Indian currency.

28. INTEREST

ADST shall not be liable to pay any interest to successful tenderer on his deposits with ADST or any deferred payments.

29. TAXES and DUTIES

(i) The Govt. taxes and other levies, if any shall be borne by the Tenderer.

(ii) Income Tax

Income Tax, if applicable, will be deducted at source, while releasing the payment against R.A-Bill/Total Bill.

30. PENALTY AND LIQUIDATED DAMAGES

30(a) In case the Successful tenderer fails to employ equivalent substitute for the O&M staff within twenty four hours a penalty of Rs.2500/- per day of default for each person in the case of Engineers and Rs. 1500/- per day of default for each person in the case of Technician shall be levied & deducted from the payments due to the successful tenderer. Biometric attendance will be taken as the basis for the levying penalty.

30(b) All essential spares should be listed and kept ready for immediate replacement. O&M should not be stopped for any type of break down for more than 48 Hours except for regular scheduled maintenance. The delay beyond 48 hours will attract a liquidated damage of 2 times of amount equivalent to the daily rate derived from the monthly payment for every 24 hours and part thereof.

30(c) If the stoppage is more than 48 hours due to major break down caused due to the reason beyond the control of the successful tenderer, the successful tenderer has to take expeditious action to rectify the defects and bring back the system for safe operation within the mutually agreed time period.

31. TERMINATION OF CONTRACT

31(a) Termination by Default

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

- if the Successful Tenderer fails to Operate & Maintain a Fixed Grip Jig Back Type Material Ropeway of capacity of 1.5 Tons per Hour specified in the Contract, or fails to fulfill the requirements as per the Tender conditions or within any extension thereof granted by ADST; or
- if the Successful Tenderer fails to perform any of the obligation(s) under the contract; or

- if the Successful Tenderer, in the judgment of ADST, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
 - if the activities of the successful tenderer or his men is found be detrimental to the interest of the Administration of the temple (ADST)
- (ii) In the event ADST terminates the Contract in whole or in part, ADST may opt up on terms and in such manner as it deems appropriate, the services of the other Tenderers. However, the Successful Tenderer shall continue the performance of the contract to the extent not terminated.

31(b) **Termination for Insolvency**

- (i) In the event of the Tenderer
- Becoming bankrupt or insolvent, or
 - Making a composition or arrangement with or assignment in favour of his creditors, or
 - Agreeing to carry out the Contract under a committee of inspection of his creditors, or
 - Being a company, having a winding up order made or (except for purposes or reconstruction), a resolution for voluntary winding up passed, or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Successful tenderer under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if ADST and the Successful tenderer, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
- (ii) ADST may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ADST.

31(c) **Corrupt Practice**

- (i) ADST shall be entitled to terminate the employment of the Successful Tenderer under this Contract
- (ii) If the Successful Tenderer 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 ADST, or For showing or forbearing to show favour or disfavor to any person in relation to this Contract, or any other Contract with ADST or if the like acts shall have been done by any person employed by the Successful Tenderer or acting on his behalf (whether with or without the knowledge of the Successful Tenderer) or if in relation to this Contract or any other Contract with ADST the Successful Tenderer 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

31(d) Consequences

- (i) In the event of the employment of the Successful Tenderer being terminated as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of ADST and Successful Tenderer.
- (ii) The Retention money & Security Deposit shall stand forfeited in favour of ADST.
- (iii) The Successful tenderer shall deliver to the Expert committee all Manuals and other documents made by or for the Successful Tenderer in connection with the O&M Works.
- (iv) ADST may employ and pay other persons to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out the completion of the Works.
- (v) The Successful tenderer shall if so required by ADST / Expert committee within 14 days of the date of termination assign to ADST without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any works for the purposes of this Contract but on the terms that a supplier or Sub-tenderer shall be entitled to make any reasonable objection to any further assignment thereof by ADST. In any case ADST may pay any supplier or Sub-tenderer for any materials or goods delivered or Works executed for the purpose

of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the Successful tenderer. Payments made under this paragraph may be deducted from any sum due or to become due to the Successful Tenderer.

- (vi) The Successful tenderer shall as and when required in writing by ADST / Expert committee so to do (but not before) remove from the works any temporary buildings, plant, tool, equipments, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Successful tenderer, has not complied therewith then ADST may (but without being responsible for any loss or damage) remove and sell any such property of the Successful tenderer, holding the proceeds less all costs incurred to the credit of the Successful Tenderer.
- (vii) The Successful tenderer shall not be released from any of his obligations or liabilities under the Contract prior to the date of termination.
- (viii) The Successful tenderer shall allow or pay to ADST in the manner hereinafter appearing the amount of any direct loss and/or damage caused to ADST by the termination. Until after completion of the works under this Clause ADST shall not be bound by any provisions of this Contract to make any further payment to the Successful tenderer, but upon such completion and the verification within a reasonable time of the accounts thereof the Expert committee shall certify the amount of expense properly incurred by ADST and the amount of any direct loss and/or damage caused to ADST by the determination and if such amounts when added to the monies paid to the Successful tenderer before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debit payable to ADST by the Successful tenderer and if the said amounts, when added to the said monies be less than the said total amount, the difference shall be a debit payable by ADST to the Successful tenderer.

32. GENERAL CONDITIONS

- 32(a) Conditional Tender in any form will not be accepted.
- 32(b) Any notice regarding any problems, to the successful tenderer shall deemed to be Sufficiently served, if given in writing at his usual or last known place of business.
- 32(c) ADST reserves the right to relax or waive or amend any of the tender Conditions.
- 32(d) ADST reserves the right to reject any or all the tenders without assigning

any reason thereof.

33. ASSIGNMENT/SUB-CONTRACTING

- 33(a) The successful tenderer shall not assign or sub-let this Contract or any part thereof without the prior written consent of ADST. This consent shall not, however be denied unreasonably.
- 33(b) Any sub-contracting by the successful tenderer shall not relieve him of his responsibility for performance of his obligations under this contract.

34. CONFIDENTIALITY

All process details, engineering data, drawings, documents, correspondence, decisions and orders concerning the Contract shall be treated as confidential and/or restricted in nature by both parties and they shall not divulge or allow access to them by any unauthorized person.

35. FORCE MAJEURE

- 35(a) Neither ADST nor the Successful Tenderer shall be liable to the other for any delay or failure in the performance of the irrespective obligations due to causes or contingencies beyond their reasonable control such as:
- Natural phenomena including but not limited to earthquakes, flood sand 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.
- 35(b) 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.

- 35(c) So soon as practicable, upon the cessation of the Force Majeure conditions, the affected party shall continue performance of its obligations under the Contract.
- 35(d) 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.
- 35(e) 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 Successful Tenderer shall with all reasonable diligence remove from the Site all the Successful Tenderer's equipments.
- 35(f) Any extension of time granted by ADST in terms of above clause, shall neither entitle the Successful Tenderer 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, ADST will grant due extension of Time for the time lost.
- 35(g) ADST shall not be held responsible or be called upon to make good any losses / costs incurred by the Successful Tenderer consequent to the happening of any of the event under clause above.

36. SETTLEMENT OF DISPUTE

- 36(a) 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 successful tenderer to the Joint Commissioner/Executive officer and the Joint Commissioner/Executive officer shall within a reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions, clarifications, measurements, drawings and certificates of the Joint Commissioner/Executive officer shall be final and binding upon the successful tenderer 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.
- 36(b) If the successful tenderer is dissatisfied with the decisions of the Joint Commissioner / Executive Officer or if the Joint Commissioner / Executive Officer fails to make a decision on any reference within a reasonable time, then and if in any such case, the successful tenderer may after 90 days of the reference to the Joint Commissioner / 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 successful tenderer shall continue to duly perform his obligations under the Contract.

37. ARBITRATION

The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Each party shall appoint an Arbitrator and the Arbitrators so appointed shall appoint a presiding arbitrator. 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 Palani.

38. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Tender/Agreement or Civil or Criminal matter or any other dispute arising out of the arbitration award, will be subject to the jurisdiction of the relevant court at Palani, Dindigul and Madras High Court branch at **Madurai** only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER

DATE :

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

Date:_____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Joint Commissioner/Executive Officer,
Arulmigu Dhandayuthapani Swamy Temple,
Palani- 624601,
Dindigul District.

Sir,

Sub: Tender for the Operation & Maintenance of Material Ropeway System
at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all
men & materials for One Year – Submission–Reg .

Ref: Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our sealed tender containing the specification and commercial terms for the operation & maintenance of material ropeway system at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all men & materials for One Year as per ADST specifications.

We enclose the following documents:

- 1) Tender conditions duly signed in each page
- 2) Demand Draft or Banker's Cheque for Rs.10,200/- (Rupees TenThousand and Two Hundred only) towards EMD (DD/ Banker's Cheque No. _____ dated _____ drawn on _____ Bank in favour of "Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601", payable at Palani).
- 3) Letter of Authorization for authorized signatory from the tenderer organisation.
- 4) Details of the tenderer (as per Annexure-II).
- 5) List of works handled in the last five years (as per Annexure-III).
- 6) Experience in providing ropeway O&M works as per clause 3(b) (as per Annexure-IV).

- 7) Declaration for not having black listed either by ADST or by any other Govt. agencies (as per Annexure-V).
- 8) Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-VI).
- 9) The copy of certificate of incorporation/registration.
- 10) Copy of Memorandum and Articles of Association.
- 11) Copy of Registered Partnership deed, in case of Partnership Firm.
- 12) Copy of PAN allotment Certificate issued by Income Tax Department.
- 13) Copy of Registration certificate as a firm under GST Act.
- 14) Latest I.T return.
- 15) Latest Assessment orders under GST Act.
- 16) Price Bid as per Annexure-VII of the tender document
- 17) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

Signature of the tenderer with seal

Encl: As stated above

ANNEXURE II

DETAILS OF THE TENDERER

| | |
|--|--|
| 1. Name of the Tenderer | |
| 2. Registered Office Address | Telephone Number: Fax : Email : Website, if any |
| 3. Contact Person | Name: Designation: Phone: Mobile: Email: |
| 4. Legal Status | Partnership/Pvt. Limited/Public Limited/LLP others(Pl. mention) |
| 5. Date of Incorporation | |
| 6. Brief profile of the tenderer along with organizational chart (Please enclose as a separate sheet) | |
| 7. Addresses of Offices along with phone number, fax and email (Please enclose a separate sheet incase more than one office) | (i) |
| 8. Number of staffs on regular payroll | Technical: Administration: |
| 9. Registration Number as a firm under Goods Sales Tax Act | |
| 10. PAN Number | |
| 11. | |
| 12. TIN Number | |
| 13. Service Tax Registration Number | |

ANNEXURE III

LIST OF WORKS HANDLED IN THE LAST FIVE YEARS

(Please provide the details for each project along with work order from the client)

| | |
|-------------------------------|--|
| Name of the work | |
| Description of the Project | |
| Name & address of the client | |
| Contact Person & Phone number | |
| Commencement date | |
| Completion date | |

EXPERIENCE IN PROVIDING ROPEWAY O&M WORKS as per Clause 3(b)

(Please provide the details for each project along with work order/ completion certificate from the client)

| S.No | Name and Place of Work | Capacity of ropeway | Name & address of the client | Name and designation of Contact Person along with Phone number | Period of contract | | Contract Value (Rs. in lakhs) | Work Order enclosed (Yes/No) | Work completion certificate enclosed (Yes/No) |
|------|------------------------|---------------------|------------------------------|--|--------------------|----|-------------------------------|------------------------------|---|
| | | | | | From | To | | | |
| 1. | | | | | | | | | |
| 2. | | | | | | | | | |

ANNEXURE V

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / share holders had not been blacklisted by Arulmigu Dhandayuthapani Swamy Temple, Palani (ADST) nor by any Government Agencies.

SIGNATURE OF THE TENDERER
(with seal and address)

DECLARATION FORM

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender sent to me/us by the Arulmigu Dhandayuthapani Swamy Temple (ADST) for the tenders floated vide tender ref.no._____ for the operation & maintenance of material ropeway system at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all men & materials for One Year and complete the entire contract within time schedule fixed and as per the all tender conditions.

b) I/We have downloaded the tender document from the internet site www.tenders.tn.gov.in, www.tnhrce.org and www.palanimurugantemple.tnhrce.in and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with ADST or prosecuted.

SIGNATURE OF THE TENDERER
(with seal and address)

PRICE BID

Name of the Work : Operation & Maintenance of Material Ropeway System at Arulmigu Dhandayuthapaniswamy Temple, Palani inclusive of all Men & Materials for One Year.

| S. No | Qty | Description of work | Rate/Month (Rs.) | Total amount for One Year (Twelve months) (Rs.) |
|-------|---------------------------|--|------------------|---|
| 1. | 12 Months (Twelve months) | a) Operating the Material Ropeway System, with required staff as required and as directed by the JC/EO and Ropeway Expert/Safety Committee of ADST, Palani. (Normally two Shifts Operation and 24 Hours of operation is envisaged for two months only) b) Comprehensive Maintenance of the Material Ropeway System including Supply of all emergency and operating spares, etc., including towers, structures maintenance & both terminal stations. | | |
| | | GST | | |
| | | | Total | |

Amount in Words: Rupees _____ only

SIGNATURE OF THE TENDERER
(with seal and address)

CHECKLIST OF DOCUMENTS

Documents to be enclosed:

1. A covering letter on your letter head addressed to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District”(as per Annexure-I)
2. Tender conditions duly signed in each page
3. Demand Draft or Banker’s Cheque for Rs.10,200/- (Rupees Ten thousand and Two hundred only) towards EMD (DD/ Banker’s Cheque No. _____ dated _____ drawn on _____ Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani).
4. Letter of Authorization for authorized signatory from the tenderer organisation.
5. Details of the tenderer (as per Annexure-II).
6. List of works handled in the last five years (as per Annexure-III).
7. Experience in providing ropeway O&M works as per clause 3(b) (as per Annexure-IV).
8. Declaration for not having black listed either by ADST or by any other Govt. agencies (as per Annexure-V).
9. Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-VI).
10. The copy of certificate of incorporation/registration.
11. Copy of Memorandum and Articles of Association.
12. Copy of Registered Partnership deed, in case of Partnership Firm.
13. Copy of PAN allotment Certificate issued by Income Tax Department.
14. Copy of Registration certificate as a firm under GST Act.
15. Latest I.T return.
16. Latest Assessment orders under GST Act.
17. Price Bid as per Annexure- VII of the Tender Document’.
18. Notarized translated English version of the documents in a language other than English/Tamil, if any.

Note:

Tenders submitted in unsealed cover would summarily be rejected.