

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
under ARC**

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under ARC**

# **COMPLETE BIDDING DOCUMENT**

**Navsari Municipal Corporation (NMC)**

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
under ARC**

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**INVITATION FOR BID  
(IFB)**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## NATIONAL COMPETITIVE BIDDING

1. The Deputy municipal commissioner, Navsari Municipal Corporation(NMC), invites bids for the construction of works detailed in the table.  
The bidders may submit bids for any or all of the following works.

**TABLE**

Package No.	Name of work	Approximate value of works (Rs.)	Bid security (Rs.)	Cost of document	Period of completion	Class of Registration / Category of contractor if required
1	2	3	4	5	6	7
1	<b>Supplying,Spreading and Rolling wet mix macadam base course in NMC Area under ARC</b>	<b>50,00,000/-</b>	<b>50,000/-</b>	<b>1500/-</b>	<b>12 Months</b>	<b>E1 Class and Above</b>

2. Prospective / Interested bidder may download the Bid Documents from website <https://www.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://tender.nprocure.com>.

#

3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at Navsari and in favour of ' Navsari Municipal Corporation, Navsari'. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.

The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidder shall send the same in original through R.P.A.D. so as to reach to # 'the Deputy municipal commissioner, Navsari Municipal Corporation, Navsari within 7 Days from the last day of bid submission.

Penaltative action for not submitting Demand Draft / FDR / Bank Guarantee in original to NMC / Tender Inviting Authority by bidder shall be initiated.

4. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://tender.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.  
If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
5. A pre bid meeting will be held on \_\_\_\_\_ at 12.00 Pm hrs. at the office of the deputy municipal commissioner, Navsari Municipal Corporation(NMC), Navsari to clarify the issues and to answer questions on any Matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
6. Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should

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be rounded off to the next thousand rupees.

7. Other Information is as under:

- A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
- B. Offers in physical form will not be accepted in any case.
- C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
- D. The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or NMC.
- E. Conditional tender shall not be accepted.
- F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
- G. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
- H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
- I. It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
- J. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
- K. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for this work / bid.
- L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
- M. If found necessary, the contractor will be intimated for negotiation,

# **for the works costing up to ~~7.5 crore (ROAD)~~, 7.0 crore (BUILDING & BRIDGE) kindly refer to SSR-10-2015-17-C dated 03-02-2017**

For the works costing under ~~7.5 crore for Road Works~~ and 7.0 crore for Building and Bridge Works following documents shall be submitted in electronic format only through online by scanning and the (i) Bid Document Fee / Tender Fee (ii) Bid Security / EMD should be sent in original to the Tender opening authority through RPAD, so as to reach NMC within 7 days from last day of submission of Bid.

- (i) Bid Document Fee / Tender Fee
- (ii) Bid Security / EMD or Valid EMD Exemption Certificate of Appropriate Class of Registration of Approved Contractors
- (iii) Registration Certificate of Appropriate Class ('E1' Class and above)
- (iv) ~~Registration Certificate of Special Category -Road / Bridge / Building and Category I / II / III,~~

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- (v) GST Number
- (vi) Work Experience,
- (vii) Other Documents, as required...

**SECTION - 1**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

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## Section 1: Instructions to Bidders

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The Employer (Deputy Municipal Commissioner, Navsari Municipal Corporation) invites bids for the Construction of works (as defined in these documents and referred to as ‘the works’) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

### **2. Source of Funds**

- 2.1 The expenditure on this project will be met from the budget of NMC/Govt. Of Gujarat.

### **3. Eligible Bidders**

- 3.1 This Invitation for Bids is open to all eligible bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and c, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

### **4. Qualification of the Bidder**

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 Deleted

4.3 Deleted

4.4 Deleted

### **4.5 QUALIFICATION CRITERIA:**

#### **(Applicable for the works which require Post Qualification)**

- 4.5.1 Qualification will be based on Applicant’s meeting all the following minimum pass/fail criteria regarding the Applicant’s general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant’s responses in the forms attached to the letter of application ( specified requirement for joint ventures are given under para 4.6 below ) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria.



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**4.5.2** To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

### **4.5.3 Base year and Escalation**

The base year shall be taken as Current financial year

Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India.

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2025-2026	1.00
-1	2024-2025	1.10
-2	2023-2024	1.21
-3	2022-2023	1.33
-4	2021-2022	1.46
-5	2020-2021	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees.

### **4.5.3. General Experience.**

The Applicant shall meet with the following minimum criteria:

- (a) Achieved a minimum annual financial turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) in any one year, over the last five years of the annual value of contract / contracts applied for.
- (b) Experience in successfully completing or substantially completing at least one contract of Supplying ,Spreading and Rolling wet mix / GSB macadam base course at least 40 percent (0.29 Cr+GST) of the value of proposed contract within the last five years.

The works may have been executed by the applicant as prime contractor or as a member of a joint venture or as a nominated sub-contractor. As subcontractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint venture in proportion to their financial participation in the joint venture.

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Substantially completed works means those works which are at least 90 % completed as on the date of submission (i.e. gross value of work done up to the Last date of submission is 90 % or more of the original contract price) and continuing satisfactorily.

For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

### **4.5.4. Personnel Capabilities.**

Availability for his work of personnel with adequate experience as required; as per **Appendix**.

### **4.5.5. Equipment Capabilities**

Based on the studies carried out by NMC, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Appendix.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

### **4.5.6. Financial Position**

The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities up to 25 percent of the value of the contract / contracts applied.

- 4.5.7.** The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years. If necessary, the employer will make inquiries with the applicant's bankers.

### **4.5.8. Litigation History**

The Applicant should provide accurate information on any litigation/black listing or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant. NMC Decision will be final in this regards.

### **4.5.9. Disqualification**

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

Made misleading or false representation in the forms, statements submitted, and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due

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to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

### **4.6 ~~JOINT VENTURE: (Maximum 3 Members i.e. 1 Lead & 2 Others)- (Applicable only for estimated project cost of 50 Crore and above)~~**

#### **4.6.1. ~~Joint ventures must comply with the following requirement:~~**

~~(a) Following are the minimum qualification requirements:~~

~~(i) The lead partner shall meet not less than 50 percent of all criteria given in para 4.5.3 & 4.5.6 above. The joint venture must collectively satisfy the criteria of para 4.5.3 & 4.5.6 above. The experience of the other joint venture partners shall be considered if it is not less than 30 percent of the qualifying criteria in para 4.5.3 & 4.5.6 above.~~

~~(ii) Individually each member must satisfy the requirements of para 4.5.7 & 4.5.8 above.~~

~~(b) Bid shall be signed so as to legally bind all partners, jointly and severally, and shall be submitted with a copy of the joint venture agreement providing the joint and several liabilities with respect to the contract.~~

#### **4.6.2. ~~Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.~~**

### **4.7. Bid Capacity.**

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

**Assessed Available Bid Capacity = ( A\*N\*2-B), where**

A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in Progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 12 Months (period of completion of work for which bids are invited); and

N = Number of years prescribed for completion of the works for which the bids are invited.

**Note: - In Case of joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work.**

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

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

## **5. One bid per bidder**

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

## **6. Cost of Bidding**

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

## **7. Site Visit**

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

The costs of visiting the site shall be at the Bidder's own expense.

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## B. BIDDING DOCUMENTS

### 8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
-	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of Bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 hereof** bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### 9. Clarification Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Employer's response will be published on website including a description of the enquiry but without identifying its source.

#### 9.2. Pre-bid meeting

- 9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting

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which will take place at the address, venue, time and date as indicated in the appendix.

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- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3. The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 03 days before the meeting.
- 9.2.4. Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. [www.tender.nprocure.com](http://www.tender.nprocure.com). Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

### **10. Amendment of Bidding Documents**

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

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## C. PREPARATION OF BIDS

### 11. Language of the Bid

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

### 12. Documents Comprising the Bid

12.1. The bid be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

#### **Part I shall be named “Technical Bid” and shall comprise**

- (i) Bid Security in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.5 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

#### **Part II shall be named “Financial Bid” and shall comprise**

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

12.2. The Bidder shall submit the details / information pertaining to each part i.e. technical as well as financial and must be submitted online only.

12.3. Following documents will be deemed to be part of the bid.

Section	Particulars	Volume No.
<b>Invitation for Bids (IFB)</b>		
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

### 13. Bid Prices

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

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words)



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for all items of the Works described in the Bill of Quantities along with total bid price (Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.

- 13.3 All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra)

- 13.4 Deleted

- 13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Condition of Contract **(Irrespective of the time limit and Bid Amount)**

### 14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payments shall be made in Indian Rupees.

### 15. Bid Validity

- 15.1 Bids shall remain valid for a period of not less than 180 days after the deadline date for bid submission specified in Clause 20.

- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

### 16. Bid Security

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;

- a. Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. **(Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above)** and Bank Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.

- b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

**OR**

~~A Valid Bid Security / EMD Exemption Certificate issued by (1) Road & Building Department or (2) Narmada Water Resources, Water Supply and Kalpsar Department of Govt of Gujarat. Exemption Certificate is applicable only when Registration Certificate of Appropriate Class and Category of Approved Contractors is required as eligible criteria of bidder.~~

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- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of 180+45 = 225 Days
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1
- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The bid Security may be forfeited
  - (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
  - (b) If the Bidder does not accept the correction of the Bid Price, if any or
  - (c) In the case of a successful Bidders, if the Bidder fails the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the requirement Performance Security.
  - (d) If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, if contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

### **17. Alternative Proposals by Bidders.**

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (~~including mobilization advance or time for completion~~), basic technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

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

- 18.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the "Technical Bid "and "Financial Bid" in separate parts to be uploaded.

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## **D. SUBMISSION OF BIDS**

**19. Deleted**

**20. Deadline for Submission of the Bids**

20.1. Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Deleted**

**22. Modification and Withdrawal of Bids**

22.1. Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2 Deleted

22.3. No bid shall be modified or withdrawn after the deadline for submission of Bid.

22.4. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

**E. BID OPENING AND EVALUATION**

**23. Bid Opening**

- 23.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. Deleted.
- 23.3. The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 23.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5. Deleted
- 23.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.7 the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.8 In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of estimated amount of Bids from highest to lowest.
- 23.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

# **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

## **24 Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

## **25. Clarification of Financial Bids**

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

## **26. Examinations of Bids and Determination of Responsiveness**

- 26.1 During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2 A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **27. Deleted**

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### **28. Deleted**

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

- 29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2. Deleted.
- 29.3. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.
- 29.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.
- 29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the NMC's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

### **30. Deleted**

# **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

## **F. AWARD OF CONTRACT**

### **31. Award Criteria**

31.1. Subject to Clause 32, the Employer will award the contract to the Bidder whose Bid has been determined.

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is the lowest evaluation in any of the packages opened earlier than the one consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluation bid price.

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

32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

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

33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **34. Performance Security**

34.1. (A) Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 8 (the "Performance Security") for an



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amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Section 8 towards an Additional Performance Security (The “Additional Performance Security”) for an amount calculated as under:

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
  - (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
  - (c) This Additional Performance Security shall be treated as part of the Performance Security.
- (B) The Performance Security shall be valid beyond 60(sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.

34.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **35—Advance Payment and Security**

~~35.1—The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.~~

### **36. Deleted**

### **37. Corrupt or Fraudulent Practices**

37.1 The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.



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37.2 Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.

### **38. Provision to Employer**

38.1 Agency also has to provide One (1) all in one Personal Computer with configuration Intel core i7 processor 11th gen or above, 4 GB NVidia GeForce RTX 3050Ti graphics card or above, 1TB hard drive, 512 GB SSD, 16 GB RAM or above.

38.2 After Work order Agency has to provide One (1) project vehicle new Top Model SUV till Construction period (3000-4500KM/Month) with driver, diesel, maintenance and all expenses. If agency fails to provide project vehicle after work order rupees 5000 penalty will be imposed per day.

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## **APPENDIX TO ITB**

### **Clause Reference with respect to Section -I**

1. The Name of the Employer is, The Deputy municipal commissioner, Navsari Municipal Corporation(NMC), Navsari [ Cl.1.1]
2. The last five years.  
2024 – 2025  
2023 – 2024  
2022 – 2023  
2021 – 2022  
2020– 2021
3. This Annual Financial Turnover Amount is Rs. 50,00,000/- (any one of the above financial years) [Cl.4.5.3 (a)]
4. Value of Work is Rs. 50,00,000/-
5. Deleted
6. The cost of electric work is Rs. 0
7. The cost of water supply / sanitary works is Rs. 0
8. Liquid assets and / or availability of credit facilities is Rs. .... [Cl.4.5.6 ]
9. Price level of the financial year 2025-26 [Cl. 4.5.2]
10. The pre-bid meeting will take place at the Deputy municipal commissioner, Navsari Municipal Corporation (NMC), Navsari. [Cl. 9.2.1]
11. The technical Bid will be opened at the office of the .....on dt at ..... AM/PM
12. Address of the Employer: The Deputy municipal commissioner, Navsari Municipal Corporation (NMC), Navsari.
13. Deleted
14. The bid should be submitted latest by As stated on online NIT [Cl. 20.1 & 20.2]
15. The bid will be opened at NMC Office As stated on online NIT [Cl. 23.1 ]
16. The Bank Draft in favor of The deputy municipal Commissioner, Navsari Municipal Corporation (NMC), Navsari.
17. Deleted
18. Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed [Cl.4.5.2]

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<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2025-2026	1.00
-1	2024-2025	1.10
-2	2023-2024	1.21
-3	2022-2023	1.33
-4	2021-2022	1.46
-5	2020-2021	1.61

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

[Reference CL. 4.5.5]

The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

Sr. No.	Plant or Machinery	Location	Age of Machinery (maximum 15 years)	Make	Capacity	Approximate Value	Remark
1	2(a)	2(b)	3	4	5	6	7

**List of Key Personnel to be deployed on Contract Work  
(Reference Cl. 4.5.4)**

**Employment of a qualified site Engineer by the Contractor.**

The Contractor shall employ full-time technically qualified staff during the execution of this work as under: -

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
3. Minimum one Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
4. Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. Section officer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

Within 15 days of issue of work-order the Contractor will have to furnish to NMC, the Name, Qualifications, copy of marksheet, Colour Photograph and the appointment order issued such engineers engaged for this contract work. If 15 days after issue of work order such designated Site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs.15, 000-00 per month per Engineer will be made from the bills/deposit/dues of the contractor. Such recovery shall be non-refundable.

□ □

[illegible]

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### **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

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## SECTION - 2

## QUALIFICATION INFORMATION

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## QUALIFICATION INFORMATION

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

### 1. For Individual Bidders

#### 1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of Bid

(Attach)

#### 1.2 Total value of Civil engineering constructions 2024-2025 Work performed in the last five years 2023-2024 (in Rs. Lakhs) 2022-2023 2021-2022 2020-2021

15.2.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered the sub-contract involved execution of all main items of work described in the bid documents, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years\*\* and in current year before the submission of the bid.

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remark explaining reasons for delay & work Completed

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

\*\* Immediately preceding the financial year in which bids are received.



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1.3.2 Quantities of work executed as prime contractor, work performed, in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided, further that all other qualification criteria are called (in the same name and style) in the last five years\*\* and in current year before the submission of the bid.

Year	Name of the work	Name of the Employer	Quantity of work performed (Cum/MT)				Remarks* (indicate contract Ref)
			Cement Concrete (Including RCC & PCC)	Masonry	Earth Works	Plaster Work	
2023-2024_							
2022-2023_							
2021-2022_							
2020-2021_							
2019-2020_							

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value Contract (Rs. Cr)	Stipulated Period of Completion	Value of Works* remaining to be completed (Rs. Cr)	Anticipated of completion
1	2	3	4	5	6	7	8

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

\*\* Immediately preceding the financial year in which bids are received.

1.5 Availability of key items of Contractors Equipment for carrying out the works (Ref. Clause 4.5.5). The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	NO	Capacity	Owned/ Leased to be procured	Nos/. Capacity	Age/ Conditions	

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- 1.6 Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer also to Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Project Manager				
Etc.				

- 1.7 Proposed sub-contract and firms involved

Sections of the works	Value of Sub-Contractor	Sub-Contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works.

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- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copied documents.
- 1.10 Name, address, and telephone, telex, and fax numbers of the Bidders bankers who may provide references if contacted by the Employer.
- 1.11 Information on Litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing Present Status

- 1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instruction to Bidders. (Name of Consultant engaged for project preparations is \*..... )

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

- 1.14 Programme

### 2. Deleted

### 3. Additional Requirements

- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit
- (ii) Undertaking

\* Fill the name of Consultant

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

(CLAUSE 4.5.6 OF ITB)

**BANK CERTIFICATE**

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

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

\_\_\_\_\_

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ have not abandoned any work of Government of Gujarat/Government of India/any Board or Corporation under Government of Gujarat/Government of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.
4. The Undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

\_\_\_\_\_

(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_

Title of Officer

\_\_\_\_\_

Name of Firm

\_\_\_\_\_

Date

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**UNDERTAKING**

I, the undersigned do hereby undertake..... that our firm  
M/s.....would invest a minimum cash  
up to 25% of the value of the work during implementation of the contract.

\_\_\_\_\_  
(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**SECTION - 3**  
**CONDITIONS OF CONTRACT**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## Conditions of Contract

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## CONDITIONS OF CONTRACT

### A. GENERAL.

#### 1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning.

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

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

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

The Contract is the contract between the Employer and Contractor to execute, complete and maintain the Works **till the completion of Defects Liability Period**. It consists of the documents listed in Clause 2.3 below.

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

The **Contractor** is a person or corporate body who's Bid to carry out the Work has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days: **months** are calendar months.

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

The **Employer** is the party who will employ the Contractor to carry out the Works. (Here Navsari Municipal Corporation-NMC)

**NMC officials/Section officer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the NMC) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensations Events.

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

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

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by NMC by issuing an extension of time.

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

**Plant** is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.

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

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.

**Specifications** means the Specifications of the works included in the Contract and any modification or addition made or approved by NMC.

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

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

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

A **Variation** is an instruction given by NMC, which varies the Works. The

**Works** are what the Contract requires the Contractor to construct, install, And turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

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

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)

2.3 The documents forming the Contract shall be interpreted in the following order of priority

(1) Agreement

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- (2) Letter of Acceptance, notice to proceed with works
- (3) Contractor's Bid Contract Data
- (4) Conditions of Contract including Conditions of Contract
- (5) Specifications
- (6) Drawings
- (7) Bills of quantities and
- (8) Any other document listed in the Contract Data as forming part of the Contract.

## **3. Language and Law**

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

## **4. NMC Decisions**

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

## **5. Delegation**

- 5.1 NMC may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## **6. Communications**

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## **7. Sub-Contracting**

- 7.1 The Contractor may subcontract any portion of work, up to a limit specified in contract data, with the approval of NMC but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. **Sub-contracting of supply or specific items of work is not allowed.**
- 7.2 The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

## **8. Other Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractors shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modifications.

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## **9. Personnel**

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by NMC. The NMC will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If NMC asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

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

- 10.1 The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractors risk.

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

- 11.1 The employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

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

- 12.1 All risks of loss of or damages to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

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

(a) Loss of or damage to the works, Plant and materials,

(b) Loss of or damage to Equipment

(c) Loss of or damages of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

(d) Personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to NMC for the approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies

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required to rectify the loss or damage incurred.

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

13.4 Alterations to the terms of an insurance shall not be made without the approval of NMC.

13.5 Both parties shall comply with any conditions of the insurance policies.

### **14. Site Investigation Report**

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

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

15.1 NMC will clarify queries on the Contract Data

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

16.1 The Contractor shall construct and install the works in accordance with the specification and Drawings.

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

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

### **18. Approval by NMC**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to NMC, who is to approve them if they comply with the Specifications and drawings.

18.2 The Contractor shall be responsible for design of temporary works.

18.3 NMC approval shall not alter the contractor responsibility for design of the Temporary works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

18.5 All Drawings prepared by the Contractors for the execution of the temporary or permanent work are subject to prior approval by NMC before their use.

### **19. Safety**

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

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### **20. Discoveries**

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify NMC of such discoveries and carry out NMC's instructions for dealing with them.

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

- 21.1 The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
- 21.2 If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days' foreclosure option will be closed.

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

- 22.1 The Contractor shall allow NMC officials and any person authorized by NMC access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being manufactured/ fabricated/ assembled for the works.

### **23. Instructions**

- 23.1 The Contractor shall carry out all instructions of NMC pertaining to works which comply with the applicable laws where the site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

### **24. Disputes**

- 24.1 If the Contractor is of the view that a decision taken by City Engineer was either outside the authority given to City Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **Municipal Commissioner** (Higher Authority) within 14 days of the notification of the City Engineer's Official decision.
- 24.2 Deleted

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If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of City Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

### **25. Procedure for Disputers**

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

### **26. Deleted**



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## **B. TIME CONTROL**

### **27. Programme**

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to NMC for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to NMC, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, NMC may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.
- 27.4 NMC's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to NMC again at any time. A revised programme is to show the effect of Variations and Compensations events.

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

- 28.1 NMC shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2 NMC shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking NMC for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3 NMC shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to NMC the acceptance or otherwise of NMC's decision. If the employer fails to give his acceptance, NMC shall not grant the extension and the contractor may refer the matter under Clause 24.1

### **29. Deleted**

### **30. Delays Ordered by NMC**

- 30.1 NMC may instruct the Contractor to delay the start or progress of any activity within the works.

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### **31. Management Meetings**

- 31.1 Either NMC or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 NMC shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by NMC either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32. Early Warning**

- 32.1 The Contractor is to warn NMC at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. NMC may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with NMC in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of NMC.

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## C. QUALITY CONTROL

### 33. Identifying Defects/ Defect liability period

33.1 : Defect liability period: The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. NMC shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, NMC may rectify or remove or re-execute the work at the risk & cost of the contractor. NMC shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under....

- (a) ~~For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.~~
- (b) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender), the period shall be 12 (Twelve) months from the certified date of completion or one monsoon, whichever is later.
- (c) ~~For major projects costing more than Rs. 1 crore, the period shall be 60 Months from the certified date of completion which should include three monsoons.~~
- (d) ~~For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.~~

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976) 2759-N, dated 27/05/2013 and Circular No.TNC/10/2016/Clause 17A (Correction/ (1) C Dated 12/05/2016]

### ~~33.2—Free maintenance guarantee period for works of Road/Bridge construction~~

- (a) ~~For resurfacing work of road free maintenance guarantee period one year from the date of completion.~~
- (b) ~~In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give five years' free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of NMC. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during the maintenance period of 5 years is worn out, then agency shall have to provide renewal coating as per tender item as directed by NMC. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 5 years) is over.~~

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However, this amount shall be released against fixed deposit or bank guarantee pledged in the name of NMC after completion certificate of work is issued.

~~(1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.~~

~~(2) 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer / indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.~~

~~(Govt. of Gujarat's G.R. No.: TNC-10-2013-3(Part-3)/C, Dtd. 13/12/2013).~~

~~(3) Videography for the surface under Maintenance Guarantee is to be done as per Govt. Letter No.: SSR/10/2015-16/26/C, Dtd. 26/11/15 for the work costing more than Rs. 5.00 Crore.~~

~~(4) Setting up of adequate laboratory & deployment of quality engineers.~~

The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by NMC representative) by contractor in writing, Rs.2,00,000/- shall be withheld. The qualified quality Engineer shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs. 20,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineers shall not be refunded.

~~(5) Asphalt work will have to be cross checked as per G.R. No.: RGN/60/2006/35/C, dtd.31/05/07 before final bill is paid.~~

~~(6) Maintenance during Construction Period~~

During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost, interrupt and divert the flow

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of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of NMC which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.

- 33.3 NMC shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. NMC may instruct the Contractor to search for a Defect and to uncover and test any work that NMC considers may have a Defect.

### **34. Tests**

- 34.1 If NMC instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.
- 34.2 1% of the amount of **work done** should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.
- 34.3 Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a pukka laboratory building with all facility on site at location specified by NMC.

### **35. Correction of defects**

- 35.1 NMC shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by NMC's notice.

### **36. Uncorrected Defects**

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

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## **D. COST CONTROL**

### **37. BILL OF QUANTITIES**

- 37.1 The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

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

38.1 NMC shall have power to make any alterations in or addition to the original specifications , drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by NMC and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

Except that when the quantity of any item exceeds the quantity as in the tender by more than 130%, the contractor will be paid for the quantity in excess of 130%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.

## **39. Variations**

39.1 All Variations shall be included in updated programmes produced by the Contractor.

## **40. Payments for Variations**

40.1 If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as under.

- (i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of NMC as to the nearest comparable item shall be final and binding on the contractor.
- (ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account

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for fixing the rate in S.O.R. referred to above.

- (iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of NMC stationed at the same place or the nearest place.
- 40.2 If the additional or altered work, for which no rate is entered in the “Schedule of Rates” of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform NMC of the rate, which it is his intention to charge for such class of work and if NMC does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by NMC. In the event of the dispute, the decision of NMC shall be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alterations bears to the cost of the original work and the certificate of NMC as to such proportion shall be final and conclusive.

### **~~41. Cash Flow Forecasts~~**

- ~~41.1 When the programme is updated, the contractor is to provide NMC with an updated cash flow forecast.~~



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### **42. Payment certificates.**

- 42.1 The Contractor shall submit to NMC monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 NMC shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 32.3 of the Contract Data (~~secured Advance~~).
- 42.3 The value of work executed shall be determined by NMC.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and compensation events.
- 42.6 NMC may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

### **43. Payments**

- 43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by NMC Official's within 28 days of the date of each certificate.
- 43.2 Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- 43.3 Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **44. Compensation events**

- 44.1 The following are compensation Events unless they are caused by the Contractor:
  - (a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor
- 44.2 In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

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## **45. Tax**

- 45.1 The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate NMC regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.
- 45.2 GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

## **46. Currencies.**

- 46.1 All payment shall be made in Indian Rupees.

## **47. Price Adjustment**

- 47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:
- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by NMC and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
  - (b) The price adjustment shall be determined during each month from the formula given in the contract data.
  - (c) Following expressions and meanings during to the work done during each month  
R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.
- 47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

## **48. Retention**

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

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- 48.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and NMC has certified that all Defects notified by NMC officials to the Contractor before the end of this period have been corrected.
- 48.3 On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1% (One Percent) of the Contract Price and Contractor furnishes an irrevocable and unconditional Bank guarantee for an equal amount substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 day beyond the scheduled / extended Defects Liability Period. On completion of the whole works, the contractor has however an option to submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.

### **49. Liquidated Damages**

- 49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.
- 49.2 If the Intended Completion Date is extended after liquidated damages have been paid, NMC shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.
- 49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to

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the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

- 49.4 If, before the Time for Completion of the whole of the Works or, if applicable any Section, a Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over-Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### **50 — Bonus**

- ~~50.1 If the contractor achieves completion of the whole of the works prior to the intended Completion Date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus for every completed month but subjected to maximum amount as stated in Contract Data; which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by NMC and the time prescribed in Clause 17.~~
- ~~50.2 Bonus shall be paid only to works amounting to above INR 5 crore with time limit of the works is equal or more than 6 months. The bonus would be paid as under~~

% of Time Saved	% of Initial Contract Price entitled for Bonus
50 %	5%
40 %	4%
30 %	3%
20 %	2%
10 %	1%
Less than 10%	0%

### **51. Advance Payment.**

- ~~51.1 The Employer shall make advance payment (not to be paid less than two installments except in special circumstances for which the reason to be Recorded in writing) to the Contractor of the amounts stated in the Contract Date by the date stated in the Contract Date, against provision by the Contactor of an Unconditional Bank Guarantee in a form and by a bank~~

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~~acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The Mobilization advance would be deemed as interest bearing advance at an interest rate of 10 % to be compounded, quarterly.~~

- 51.2 ~~The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the engineer.~~
- 51.3 ~~The advance payment shall be repaid by deduction proportionate amount from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, price adjustments, Compensation Events, or Liquidated damages.~~

51.4 Deleted

### **52. Securities**

- 52.1 The performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

### **53. Deleted**

### **54. Cost of Repairs.**

- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start date and the end of Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damages arises from the Contractor's acts or omissions.

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## **E. FINISHING THE CONTRACT**

### **55. Completion**

- 55.1 The Contractor shall request NMC to issue a Certificate of Completion of the works and NMC will do so upon deciding that the work is completed.

### **56. Taking Over**

- 56.1 The Employer shall take over the Site and the Works within seven days of NMC issuing a certificate of Completion.

### **57. Final Account**

- 57.1 The Contractor shall supply to NMC a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. NMC shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, NMC shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, NMC shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.
- 57.2 If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, NMC/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

### **58. Operating and Maintenance Manuals**

- 58.1 If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive NMC's approval, NMC shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **59. Termination**

- 59.1 The Employer or the Contractor may terminate the Contract if the other party

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causes a fundamental breach of the Contract.

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

1. The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by NMC.
2. NMC instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
3. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation
4. A payment certified by NMC is not paid by the Employer to the Contractor within 56 days of the date of NMC's certificate
5. NMC gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by NMC;
6. The Contractor does not maintain a security which is required;
7. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
8. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

59.3 When either party to the Contract gives notice of a breach of contract to NMC Official's for a cause other than those listed under Sub Clause 59.2 above, NMC shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the employer may terminate the Contract for convenience.

### **60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by



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the Contractor, NMC shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the

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certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- 60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, NMC shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

### **61. Property**

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

### **62. Release from Performance**

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

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

### **63. LABOUR**

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

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

### **64. COMPLIANCE WITH LABOUR REGULATIONS**

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

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

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

- A) **Workmen Compensation Act 1923** :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B) **Payment of Gratuity Act. 1972** :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- C) **Employees P.F. and Miscellaneous Provision Act 1952:-** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are :
1. Pension or family pension on retirement or death, as the case may be.
  2. Deposit linked insurance on the death in harness of the worker.
  3. Payment of P.F. accumulation on retirement/death etc.
- D) **Maternity Benefit Act 1951** :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E) **Contract Labour (Regulation & Abolition) Act 1970** : The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F) **Minimum Wages Act 1948** :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G) **Payments of wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H) **Equal remunerations Act 1979** :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I) **Payments of Bonus Act 1965** :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs, 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not

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apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- J) **Industrial Disputes Act 1947 :-** The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- K) **Industrial employment (standing Orders) Act 1946 :-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- L) **Trade Unions Act 1926:-** The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M) **Child Labour (Prohibition & Regulation Act 1986 :-** The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N) **Inter – State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state).The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- O) **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.  
All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration

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certificate from the Registering Officers appointed by the Government.

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- P) **Factories Act 1948 :-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- Q) **Royalty charges-**The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- R) **Following Pollution control Acts and amendments made thereof from time to time shall be applicable.**
1. Water (Preservation and control of Pollution) Act, 1974
  2. Air (Prevention and Control of Pollution Act 1981
  3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001-2015

### 65. **ARBITRATION (GCC Clause 24)**

The procedure for arbitration will be as follows: -

- 24.1 If the Contractor is of the view that a decision taken by Section officer was either outside the authority given to Section Officer by the Contract or that the decision was wrongly taken, the decision shall be referred to City **Engineer** (Higher Authority) within 14 days of the notification of NMC'S decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by #NMC.

#### 24.2

- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the City Engineer, both the parties have to refer to NMC concerned for the conciliation process.
- (b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the City Engineer, both parties have to refer to #NMC, for the conciliation process.

If the dispute is not resolved through the conciliation process, contractor may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of NMC's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time. However, during such period, he would not stop the work in any case.

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## **GENERAL ELECTRICAL CONDITIONS**

### **Criteria for the Electrical Contractor**

The bidder has to attach MOU with Electrical agencies as a part of technical bid. And All these agencies must have experience as per mentioned minimum qualification and special conditions of Contract. In all the MOUs, it is mandatory for all the agencies to agree in written to support the Contractor during the execution.

The Bidder shall go under MOU with Electrical contractor at the stage of tendering only. Such kind of max. 3 MOU with different Electrical Contractors are allowed for this work. (After awarding of tender, the bidder shall have to get associated with only one of the Eligible Electrical Sub-contractor out of these three contractors as per following criteria.) MOU should be submitted along with the technical bid and all documents as mentioned below with all necessary documentary evidence shall be submitted for each sub-contractor should be submitted in the technical bid.

The agency / Contractor working for the electrical work must fulfil following criteria.

The Contractor shall not assign any part of the sublet to any other contractor except to the approved subcontractor. Further the sub contract shall include complete Supply, Installation, Testing and commissioning of all the Materials in the scope of work and no portion should be split for Electrical work,.

All the warranty and guaranty shall be made available by the electrical subcontractor directly to the client.

Labour Contract of Electrical work will not be accepted.

If all Electrical Sub Contractor gets disqualified, then Main Civil contractor will also get disqualified.

#### **i. Eligibility Criteria for the Electrical Contractor**

Applicant has to pass the below mentioned criteria, each criteria will lead applicant to next stage.

Applicant must fulfil all the criteria mentioned below.

Applicant must submit the attested supporting document to support all his claims.

Letter of Association stating that if contract will be awarded to main contractor associated electrical contractor will work for Electrical work for this project.

#### **Eligibility**

- 1) Applicant must in electrical contract business from last 5 years as on 31<sup>st</sup> March, 2025 & also have the electrical contractor license.
- 2) Applicant must be registered contractor with CPWD / Govt. of Gujarat R & B Department 'D' Class for Electrical Works.

#### **Financial**

- 1) The applicant must have completed the minimum following of the similar magnitude & Class of the project during the last 5 financial years. Applicant must attach the order copy & completion certificate for each project with complete client details.
  - 1 work of at least Rs. 0.40 Cr. (80%) during the last 5 financial years
  - or**
  - 2 work of at least Rs. 0.25 Cr. (50%) during the last 5 financial years
  - or**
  - 3 work of at least Rs. 0.20Cr. (40%) during the last 5 financial years
- 2) The average turnover of last 5 financial years for projects of the Applicant must be minimum 0.5 Crore.



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## Technical

- 1) The applicant should have completed minimum 2 nos. of the similar magnitude & Class of the project in Last 5 Financial Year.
- 2) The applicant should have completed minimum following of the similar magnitude & Class of the project.
  - 1 work of at least Rs. 0.40 Cr. (80%) during the last 5 financial years
  - 3) **or**
  - 2 work of at least Rs. 0.25 Cr. (50%) during the last 5 financial years
  - 4) **or**
  - 3 work of at least Rs. 0.20 Cr. (40%) during the last 5 financial years

The copy of Work order, Completion certificate and TDS Certificate should be attached. ~~The similar work means Supply, Installation, Testing, Commissioning of Street light and outdoor Decorative lighting work and Minimum 300 nos. Outdoor decorative Street light SITC work/SITC of External Electrification work.~~ Only labour work will not be accepted as a qualification.

- 5) The applicant should give the information about their organisation, technical experience, technical & supportive staff, spare capacity and their competency.
- 6) The applicant shall have at least 3 licensed electrical supervisors working in the organisation.  
in Govt. / Semi Govt. / State Govt. organization / Railway /Municipal Corporation/ Local govt. Bodies sectors.  
All Tenderer's must submit the experience certificate (Form 3A) issued by the End user of the rank of Executive Engineer or above.

## Instruction

Following document should be attached in following order by the applicant with the prequalification bid document (On A4 document & initialled on every page).

- Complete Organisation profile with the detail CV of the Partner / Directors & key persons in the organisation with the organisation chart.
- Address, Contact Details.
- Electrical Contractors License no. & registration document
- Pan No. of the Organisation with the Income Tax clearance certificate.
- GST No. & Clearance certificate.
- Previous Experience of projects.
- List of the Completed Projects with the cost & completion Certificate.
- List of the on-going Project with the cost & Work Order.
- List of the completed Similar Magnitude & class of the project with the Completion Certificate & cost.
- List of the on-going Similar Magnitude & class of the project with the work order & cost (If any).

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- (Above all project details should be given with the following details)
  - Name of the Project & Year
  - Clients Name & Contact Details.
  - Architect & Consultants Name
  - Value & time Period.
  - Nature of the work.
- Applicant should have the following policies. (Details should be given)
  - Workman full compensation
  - Contractors all risk policies

1. The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule.
2. The information furnished must be sufficient to show that the application is capable in all respect to successfully complete the envisaged contract works strictly on the basis of the applicant having already carried out satisfactory works of similar size, nature and complexity. The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the Applicant and to allow proper evaluation, will rest entirely on the Applicant.
3. All information has to be typed. All pages of the Document have to be initialled by the Applicant. All corrections, erasures or overwriting, therein, have to be initialled by the Applicant.
4. All information has to be submitted in the prescribed format in English language only. Projects for which incomplete information has been provided will not be considered for evaluation. The Applicant may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm).
5. The scope of work, project description and architectural finishes mentioned in the Project brief are indicative and are likely to change during detail design. Project brief, along-with the schematic drawings is provided to assist the Applicant in understanding the fundamental / unique / specific requirements of the project.
6. Client's decision for selection or rejection of the Applicants shall be final and binding to all.
7. If the applicant is in the approved list of state PWD, CPWD, Railways or MES, evidence showing the appropriate and eligible class to which they belong should be attached with document.
8. Applicant should provide information pertaining to the Electrification of building works only. Information other than that related to building works shall not be considered for evaluation.
10. If Client is convinced that an Applicant has resorted to material misrepresentation or provided fraudulent information / statement, the said Applicant will be liable for disqualification / rejection at any stage.

### 11. **IMPORT LICENSE**

For importing any item if any import license /L.C. is required, the Contractor shall make required arrangements. Any delay on this account shall be to Contractors account.

- a) Name of the organization :
- b) Address of the organization :  
Phone nos. : Fax no. : E-mail :

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- c) Description of Company:
- d) Previous Experience: (Attach annexure if required)
- e) Name & Particulars of the Authorized Representative for the details furnished hereinafter:
- f) Type of the Organization including particulars of Proprietor / Partners / Directors: (Sole Proprietorship, Partnership, Private Ltd., Co-operative Body etc.)  
(Attested copy of Deeds or Memorandum of Association to be enclosed)
- g)
  - 1) Employees Insurance Schemes Registration Certificates:
  - 2) Vat. Registration Certificates.
  - 3) Electrical Contractor License Copy
  - 4) R&B Registration copy – for A grade electrical Contractor
- h) Organization Chart showing the structure of company including names and position.

## **1 Scope of work**

- 1.1 The contractor's scope of work covers supply, installation, commissioning and testing of the complete Electrical installation as specified in material specification, item specification, drawings and schedule of quantities.

## **1.2 TRAINING OF OWNER PERSONNEL**

The Contractor shall train Owner's Personnel to operate the equipment installed, to carry out routine maintenance work including lubrication, overhauling, adjustments, testing, minor repairs and replacement. Nothing extra shall be payable.

Training shall be done before the expiry of the defects liability period. The period of training shall be mutually agreed upon by Owner and Contractor.

## **2 Location**

- 2.1 The works are to be carried out at Navsari, Gujarat, India. All electrical equipment and gear shall be designed for an average ambient of 50°C with a peak of 55°C and relative humidity 100%.

## **3 Drawings, Specifications & Deviations**

- 3.1 The drawings and specifications lay down minimum standards of equipment and workmanship. Should the tenderer wish to depart from the provisions of the specifications and drawings either on account of manufacturing practice or for any other reasons, he should clearly draw attention in his tender to the proposed points of departures and submit such complete information, drawings and specifications as will enable the relative merits of the deviations to be fully appreciated. In the absence of any deviations, it will be deemed

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that the tenderer is fully satisfied with the intents of the specifications and drawings and their compliance with the statutory provisions and local codes.

- 3.2 In case of discrepancy between the drawings and specifications, the tenderer shall assume the more stringent of the two and furnish his rates accordingly.
- 3.3 The Contractor shall prepare fabrication and working drawings and all work shall be as per the approved working drawings. Approval of drawings does not relieve the Contractor of his responsibility to meet with the intents of the specifications. All such drawings for approval shall be in duplicate.
- 3.4 Equipment data shall be submitted along with the filled tender. The contractor shall be responsible for any unfilled data of the data sheets and the same shall be executed according to the requirements of NMC / Consultant without any extra cost.
- 3.5 All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

### **3.6 Shop Drawings**

After the work is awarded, the contractor shall submit the following shop drawings for approval from the Client and Architect/Consultant as per client or his authorized representative's instruction and under guidance

- a. G.A. drawing, Schematic Drawing, Control wiring drawing and detailed BOQ for all the Substation equipments, Panels, DB, including Foundation drawings for equipments.
- b. Earthing pits layout, including routing of earthing tape for equipment.
- c. Cable Routing, Cable cut schedule, Sections showing number and size of cables in cable trench, Fixing Details of Cable Trays.
- d. Block diagram for Power equipment earthing.
- e. foundation details of any structure/pole.
- f. Fixing details of Light fixtures
- g. Any other drawing required for completion of the project if required.

## **4 Tools and Spare Parts:**

- 4.1 All the tools, tackle, scaffolding and staging require for erection and assembly of the equipment and installation covered by the contract shall be obtained and maintained by the contractor himself. All other materials such as foundation bolts, nuts, anchor fasteners etc. required for the installation of the plant shall also be supplied and included in the contract.
- 4.2 Tenderer should submit the spares recommended by him for two years operation of each type of equipment covered by these specifications on completion of work.

## **5 Testing & Handing over**

- 5.1 The contractor shall carry out tests on different equipment as specified in various sections in the presence of representatives of clients, Architects and Consulting Engineers in order to enable them to determine whether the plant, equipment and installation in general comply with the specifications.

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

- 5.2 All equipment shall be tested after carrying out necessary adjustments and balancing to establish equipment ratings and all other design conditions. At least six sets of readings shall be taken for each item tested and submitted.
- 5.3 It will be the responsibility of contractor to keep watch on the under execution / executed cables & etc equipments of the system up to handling over the project.
- 5.4 The project shall be handed over after satisfactory testing along with six sets of documentation along with two sets of soft copy each consisting of :
- i. Detailed equipment data as approved by the Consulting Engineers/Employer.
  - ii. Manufacturer's maintenance and operating instructions.
  - iii. Set of drawings, showing plant layouts, piping, ducting, cabling etc
  - iv. Approved Test reading & certificate of local authorities.
  - v. List of recommended spares.
- 5.5 Submission of the above documentation shall form a precondition for the final acceptance of the plant and installation and final payment.

### **6 Performance guarantee**

- 6.1 **All electrical equipment/items shall be suitable for Seismic Zone III.** All equipment and the entire installation shall be guaranteed to yield the specified ratings and design conditions plus/minus 3% tolerance. Any equipment found short of the specified ratings by more than the allowable tolerance as determined by the test readings shall be rejected.

### **7 Defects Liability**

- 7.1 All equipment and the entire installation shall be guaranteed against defective materials and workmanship for a period of 36 months reckoned after the plant is commissioned and handed over to the clients along with the 6 sets of completion documents. During the defects liability period, the contractor shall rectify, repair or replace defective parts and components free of cost.

### **8 Statutory Inspections**

- 8.1 The contractor shall be fully responsible for meeting all the statutory obligations pertaining to the works carried out by them. The contractor should prepare all working drawings and obtain approval of competent authorities and also have the equipment and installation inspected and got approved. All statutory fees will be paid by the clients directly against demand in writing from the appropriate authority and all other expenses for submission and approval of the various and relevant statutory/bodies shall be embodied in the tender prices.

### **9 LOAD SANCTION/APPROVALS FROM STATUTORY AUTHORITIES**

The Contractor shall be fully responsible and shall carry out following activities:-

- a. Submission of Application for load sanction to local electricity company.
- b. Obtaining the principal load sanction.
- c. Arranging inspection of LT metering room by Local Electric supply Authority officials.
- d. Obtaining the final load sanction after submitting required documents.
- e. Arranging energization of power from Local Electric supply Authority.
- f. Arranging Electrical Inspectorate approval for ESS Installation.
- g. Contractor shall carry out all the required liaisoning with the local authority for obtaining the Fire NOC if required as per rules and regulations of NBC / Local Norms.

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

For ease of work Contractor has to first pay the official fees incurred for the same and shall be reimbursed by the client on producing the Original receipts. Contractor must have submit all original challan/receipt to client for ESS approval from Electrical Inspectorate

### **10 Temporary wiring**

Whenever any temporary wiring is done, it has to be done so that all precaution for safety is taken and temporary wiring shall be also done so that, it is not hazardous to anybody. Any accidents happen because of temporary or permanent installation, it will be entire responsibility of contractor for all compensation to concern parties.

Employer, NMC, consultants shall not be responsible for such accidents, mistake etc.

### **11 Completion Drawing**

The contractor shall to submit 4 sets of as built drawings showing all power and control circuit diagrams and soft copy of the same.

### **12 GA Drawings**

Successful tenderer shall submit General Arrangement drawings for approval of employer/consultant before manufacturing of any part of equipment's.

### **13 Works to be done by the Contractor**

- 13.1. The contractor shall also furnish 4 copies of detailed installation, operation and maintenance manuals of manufacturers for all items of equipment together with all relevant data sheet, spare parts catalogues, repairs, assembly and adjustment procedure etc.
- 13.2. The contractor shall furnish such facilities as will be necessary for inspection of the equipment before dispatch at the manufacturer's works and also for witnessing such tests, at the works, if so required by employer/consultant.
- 13.3. Copies of all documents for routine, acceptance and type test certificates of the equipment carried out at the manufacturers premise shall be furnished to the employer along with supply of equipment.
- 13.4. The contractor shall coordinate his work and cooperate with other agencies by exchange of all technical information like details of foundation, weight, overall dimensions, clearances and other technical data required for successful and proper completion of his portion of the work in relation to the work of others without any reservation. No remuneration shall be claimed for such cooperation.
- 13.5. Care shall be taken, while handling/installing the equipment to avoid damage to the building as well as equipment. On completion of installation, the contractor shall arrange to repair all damages to the building and equipment caused during installation so as to bring to the original condition without any extra cost.
- 13.6. The substation installation shall be got inspected by the contractor from local licensee before energizing the substation. All the observations/ deficiencies pointed out by the inspecting authorities shall be complied with by the contractor on priority
- 13.7. The contractor shall operate the substation and Panels for a period of fifteen days after it is energized. The date of taking over of the substation shall be reckoned after its trouble free operation during the running in period.



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- 13.8. Sealing of all floor openings provided for electrical pipes and cables, from fire safety point of view, after laying the same without any extra cost.
- 13.9. Testing and commissioning of completed installation.
- 13.10. All tools and tackles required for handling of equipments and material at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.
- 13.11. The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work. Recessed conduit and other works, which directly affect the progress of building work, should be given priority.
- 13.12. No structural member in the building shall be damaged / altered, without prior approval. All openings provided by others for electrical services shall be grouted / filled by the contractor after installing the cables/conduits etc. as the case may be, by any suitable means as approved by NMC without any extra cost. All chases required in connection with the electrical works shall be provided and filled by the contractor at his own cost as per instruction of architect to the original architectural finish of the building.
- 13.13. All the electrical works shall be carried out in accordance with the provisions of Indian electricity act, 1910 and Indian electricity rules, 1956 amended up to date(date of call of tender).All components shall conform to relevant Indian standard specifications, wherever existing, amended up to date.
- 13.14. For all kind of fabricated equipments, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.
- 13.15. All testes prescribed in specification, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to NMC in prescribed Performa, forming part of the completion certificate.
- 13.16. Completion plan (**AS BUILT**) drawn to the scale to be submitted for each building with location of main switch board, distribution boards, panels, circuit diagram, conduit layouts, points, outlets, light fixtures etc complete in all respect as per instruction of NMC.
- 13.17. After completion of works and tests specified above, the various installations of the project can be taken over by the employer as and when these are ready in all respects. The defect liability period of 24 months shall start from the date, when all the installations of the project have been executed, tested as described above, successfully commissioned and handed over.

The Contractor has to produce the Final As – Built drawings duly signed by NMC, Consultant, Architect & Client before finalizing the Final bill. The cost for as built drawing to be borne by the contractor.

Final bill will not be considered if as built drawings not provided by contractor as following.

### **Process of as built Drawings:**

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- 1 set of Hard copy & editable soft copy should be submitted to NMC.
- After incorporating the comments received from NMC Final As built documents as mentioned to be submitted.

### **Final As built documents Submission:**

- 1 set of Hard copy & editable soft copy should be submitted to NMC.
- After incorporating the comments received from NMC Final As built documents as mentioned to be submitted.
- Final As built documents
- As built drawings with RTP (Reproducible Tracing Paper). : 1 Set
- As built drawings with Colored Print out: 4 Sets
- Editable Soft Copy of the same: 6 Copies
- Instruction and maintenance manual - 6 copies.
- Test certificates - 6 copies

### **14 Guarantee**

The contractor shall guarantee the entire installation as per specifications. All equipments shall be guaranteed for Two year from the date of acceptance against unsatisfactory performance or break down due to defective design, manufacture and installation. The installation shall be covered by the conditions that whole installation or any part thereof found defective within two year from the date of taking over shall be replaced or repaired by the contractor free of charge.

### **15 After sales services**

The contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required with a view to minimizing the break down period. Particular attention shall be given to ensure that all spares are easily available during the normal life of installation.

### **16 Power Supply at Site**

#### **Electricity**

Co-ordination for the supply of the electricity will be done by the Corporation. But the Contractor must make his own arrangements with Electricity Supply Authorities and with other contractors to connect to and take a supply from such services.

Paying all costs in this regard will be the responsibility of the contractors. The Contractor shall be entitled to use such supply. Electricity as may be available on the site for purpose of the work and shall pay such charges as is fixed by the appropriate supply Authorities. In case if there is any delay in supply of power at site or any interruption or fault in the power during the work. No compensation shall be paid for idle labor staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-payment of power consumption charges, client reserves the right to deduct the same from the RA/ Final Bills of the contractor.

#### **Liaison with local authority for electrical connections for the Client**

The contractor is responsible for liaison with local authority for change in supply connection or new connection on behalf of Client. It includes filling the necessary application to power Supply Company, follow up and getting the supply, filling the necessary test reports to the power supply company. All official fees including security deposits and other expenses shall be of initially paid by the contractor. All the official fees shall be reimbursed by Client on submission of documentary proof of receipt of the same.

### **17 Scope which can be deleted from contractor**



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Following scope for Supply of material can be deleted from the contractor after award of contract also, Contractor will not be entitled to claim any remuneration if client delete the scope of supply & Contractor has to Install, testing & Commissioning of the same as per ITC rates quoted in the contract document.

- 1) Light Fixtures, Fans & Exhaust Fans
- 2) M.V. Switch Gear & Power Panels.
- 3) P. A. System ( Only System, Wiring will be in scope of Contractor )
- 4) Addressable Fire Detection System ( Only System, Wiring will be in scope of Contractor )
- 5) CCTV System ( Only System, Wiring will be in scope of Contractor )

### **18 Quantity Variation**

Quantity can be vary up to any extent, Client have right to restrict the scope of work for any item & at any time.

### **19 Make of Materials**

Use Makes mentioned in Vol-I technical specifications only and if any make not covered then as per approved by Consultant.

### **20 SAMPLE, SUBMISSION AND APPROVAL**

After award of work, the contractor shall submit following samples/ names of makes for approval from the Owner/Architect/Consultant before using it .Subsequently it shall be his responsibility to get the samples/Makes approved in due course of time without in any way affecting the overall schedule of completion of works.

- a) All Substation LT Equipment
- b) Conduit and Accessories
- c) Wires & Cables
- d) Switches and Sockets
- e) Distribution Boards
- f) Light fixtures
- g) Containment & Accessories
- h) Any other Electrical accessories other than (a) to (g)
- i) Street Light Pole / Decorative Pole

### **21 Inspection & Testing**

Owner reserves the right to inspect any Equipment / Material to be supplied by the contractor as part of his/her scope of work, at manufacturer's works to confirm their conformity to the Contract. The special conditions of contract and / or the Technical Specification shall specify what inspections and tests the Client requires and where they are to be conducted The Contractor shall provide and secure for the Client and his Authorized Representative every reasonable access and facility at the manufacturer works for inspection and testing.

All equipment shall be inspected and tested as per an agreed Quality Assurance Plan before the same is packed and dispatched from the Manufacture's Works. The Contractor shall carry out tests as specified/directed by Client or his representatives.

**All the expenses related to inspection at manufacturer's works & at site viz. lodging & boarding, all facilities of including Third Party Inspection (TPI) fees and other**

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

**related commercial expenses as and where required shall be borne by the Contractor. Mode of transportation is Air lines only and for stay minimum 3 star hotel. If Air lines facility not nearby city then through then through 1<sup>st</sup>class Air conditioning train /Air Conditioning comfortable car**

**Contractor has to consider lodging, boarding with all facilities for 4 persons from Client / Consultant and his authorized representatives for only Client inspection**

**Contractor has to consider lodging, boarding with all facilities for 4 persons from Client / Consultant and his authorized representatives plus Third Party Inspection (TPI) fees and other related commercial expanses as and where required for combine inspection with TPI**

**All major equipments inspections and tests may be conducted on the premises of the Supplier at point of delivery and / or at the Good's final destination. in presence of **Third-Party Inspection (TPI)**and/or Client and its representative.**

**TPI firms are ERDA/SGS/BVQI/CEIL/TCE/RITES/DNV GL/LLOYDS or any other firm decided by Client (NMC) and contractor have to correlate with TPI and Client to carry out inspection and testing within stipulated time period so that project schedule time can be adhered to.**

**Should any inspected or tested Goods fail to confirm to the Specifications, the Client may reject the same and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Client. **The tenderer shall be responsible for communication & co-ordination between all supplier for the compatibility of the various electrical & mechanical equipments. If some data or specification is missing/misleading then the on NMC's request, the tenderer shall provide the same in the good interest of the project without additional cost.****

**The Client's has right to inspect, test and, where necessary, reject the Goods after the Good's arrival at site and shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Client or its representative prior to the Goods' shipment from the manufacturer Place/country of origin.**

**Approvals or passing of any inspection by the owner or his authorized representative shall not, however, prejudice the right of NMC to reject the material if it does not comply with the specification when erected or give complete satisfaction in service.**

**BOTH TPI AND CLIENT INSPECTION ON:- LT Panels, UPS, Cable, Light Fixture, ELV System& Equipment (CCTV etc..)**

# **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

## **Special conditions of contract for electrical work**

### **1) Equipment & Machinery on Work Site**

The contractor shall provide and maintain in working order power driven machines like welding, drilling machine, drilling machine to make a precise hole in RCC wall, Diamond Cutter, zari cutters, meggar (H.V. & L.V.), multimeter, continuity tester, Lux Meter, Earth Resistance meter etc... till the completion of work.

### **2) The quantity for measurement will be actual quantity used in electrification:**

- The contractor shall bear all incidental charges for the storage and safe custody of the materials at site at his own responsibility.
- The contractor shall make arrangement at the site of works for safe custody of materials to protect from damage by rain, dampness, fire, theft etc.
- In case any materials get damaged the contractor shall replace the same at his own cost.
- The contractor shall furnish to NMC sufficiently in advance a statement showing his requirements of quantities of materials to be supplied by Owner if any and the time when he will require the same.
- A day-to-day account of the material supplied by Owner/Contractor shall be maintained by the contractor in the agreed Performa.

### **3) NMC/Employer will provide operative instructions on regular basis related to project during contract execution period, which are not covered in this tender document. Contractor and his staff at site shall comply all these instructions.**

### **4) Client's and Design Consultant's approval will be final in all concerned matters.**

### **5) All correspondences between contractor and architect will be through client/PMC, and All correspondence with Client \ PMC should/must be cc to Design Consultant.**

### **6) The Electrical contractor must be licensed Electrical contractor.**

### **7) The Electrical contractor must have available all kind of necessary equipment's at site.**

### **8) The Electrical contractor should get approval prior to appoint any sub agencies for specialized jobs. Client /Consultant/Architect have right to reject any contractor at any stage of project.**

### **9) It is required that all insurance formalities & workman's compensation policy should be followed by the contractor.**

### **10)All HT cable jointer should possess necessary license for HT cable jointing/termination and should be well experienced with similar work.**

### **11)The contractor will have to provide senior Electrical site engineer during the execution of work**

### **12)All wiring person must be in possession of wireman license.**

### **13)Any kind of junction box plates should match the Wall / slab colour i.e. on Exposed RCC wall / Slab – Provide Cement sheet as a plate, On wooden wall / False Ceiling – Provide wooden, On painted wall – Same colour acrylic / painted wooden or as per Instruction of Architect.**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## 14. IT ELV NETWORK INFRASTRUCTURE: Technical Qualification for SYSTEM INTEGRATOR ( Supplier + Integrator )

### Technical & Financial Qualification & Certifications

This document aims at collecting brief information about techno-commercial qualifications and Certifications of your organization. All supporting documents shall be submitted by the bidder itself. No consortium will be allowed.

The intended criteria are listed below.

QUESTIONS <b>If answer is yes, please provide certificates or relevant attachments</b>	Answer
<b><u>Permanent BICSI RCDD certified employee on board (not consultant)</u></b> (Submit Copy)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will you appoint BICSI RCDD certified employee as project manager?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b><u>ISO 9001:2008 certified for Passive Network Infrastructure works.</u></b> (Certification should be only for Passive Infrastructure works. submit copy)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have <b>OEM Certified Employees on board (at least 3 each)?</b> (Panduit, Molex, Systimax, Siemon, HP, AXIS, Pelco & Fluke) (Submit Certificates)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have at least <b>3 Certified Cabling Test Technician</b> of any Level – 4 Tester manufacturing OEM? (Submit certificates)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Supplier / System Integrator should be in <b>IT infrastructure business since last 5 years</b> (Last year to be counted as 2014). (A company registration copy must be submitted along with all tax registration and Shop registration document copies as proof.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a local registered office / Branch office in Gujarat? (Must submit Gujarat Tax registration details as proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>

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<p><b>Average Annual Turnover (Audited) for last 3 Financial years from IT Infrastructure business only should be more than INR 3 Cr. (Three Crore)</b>  <i>(Average Annual turnover from Passive Infrastructure Business only. Financials should be of only one/single company / entity under which bidder is bidding for the work and bidder should submit company PAN card and Company registration certificate. Partnership or consortium will not be allowed) (submit audited financial results)</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Have you executed large scale IT Infrastructure works for a University campus or Similar facility through a single contract / PO.</b>  <i>(If yes submit PO / contract copies of passive infrastructure as proof.)</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

1. Experienced Project Manager must be appointed full time at the site for a complete period of project execution. From the date of issuance of PO till site handover.
2. Daily work permit and Weekly meeting along with necessary approvals required as per ABFPL
3. All safety and security is to be considered by SI on their own cost
  - a. Full harness Belts
  - b. Safety Helmet
  - c. Safety Jacket
  - d. Safety Shoes
  - e. Safety Goggles
4. Scaffold must be used to work at height above 2 Meters. Scaffold must have hard wooden platform.
  - a. Side barricading is must while using the scaffolding at any area
  - b. Timber Lift will not be allowed
5. Boom Lift must be used to work at height above 25 Ft.
6. SI must appoint One Full time Safety Engineer at site till the site handover. Safety engineer must provide training to all engineers every day at the assembly area.
7. Hand gloves must be used for grinding or metal cutting activity
8. Use of F-15 crane for loading, unloading the material at the site
9. Security of the materials / personal will be in Supreme scope of the vendor / SI
10. All the engineers / Team members / Labourers must be covered under health & general insurance. Also all engineers must have PF accounts.
11. Hard Barricading must be used at all outside works in the campus like HDPE / DWC duct laying, Digging, Chamber construction etc. Without Hard Barricading no work will be allowed in the trenches
12. Photo ID Cards must be issued to all level of Site Personnel employed by Contractor.
13. Emphasis shall be given to the sub contractor who has already

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

completed similar kind & Magnitude of projects

Contractor shall inform and get approval of the employer in writing about the purchase rates and source of supply of the items listed under basic rate before placing the order. Material shall be purchased directly from manufacturer or their authorized main stockiest / supplier. The contractor shall get approval of such rates from NMC at least minimum one month in advance of placing the order of the relevant material. Employer reserves the right to negotiate and finalize the rates of the items listed under basic rate items directly with the supplier / authorized dealer.

The contractor shall prepare and submit the statement of basic rate difference for all relevant items (Performa of the statement is given below) with each running bills and final bill. The supporting documents like approved rate quotation, delivered quantities, invoice received from supplier, payment details etc. as required by NMC shall be attached with this statement for Employer's verification and record. The amount of basic rate difference shall be claimed in every running bill. Final adjustment can be made during final bill after proper reconciliation of total executed quantities and material supplied quantities. Contractor is responsible for payment to vendor within 15 days of delivery at site.

It is possible that for each type of the fitting various rate fittings will be selected.

No other component of cost as stated in the Performa below shall be considered for payment or recovery of material listed under basic rate item. Refer table below for deriving amount of basic rate difference payable or recoverable.

For the basic rate items, if negotiated rate is lower than basic rate then calculation at payable item rate shall be reduced by percentage rate and basic rate. While the negotiated rate is greater than the basic rate, then the only difference of negotiated rate & basic rate will be considered for payment. i.e. the item rate will not be changed except only the net difference between basic rate and negotiated rate will be considered for payment without any additions.

**SECTION - 4**  
**CONTRACT DATA**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## CONTRACT DATA

### Clause Reference with respect to section 3

#### Item marked "N/A" do not apply to this Contract.

1. The Employers is [CL.1.1]  
Name: Deputy Municipal Commissioner, Navsari Municipal Corporation (NMC), Navsari  
Address:The Deputy municipal commissioner, Navsari Municipal Corporation(NMC), Navsari.  
Name of authorized Representative (will be intimated later)
2. The Engineer is: Section Officer, Navsari municipal Corporation (NMC), Navsari.  
Name of Authorized Representative: Deputy municipal commissioner, NMC
3. The Defects Liability Period is 1 year from the date of completion. [CL.1.1&33]
4. The Start Date shall be **1<sup>st</sup>** days for the date of issue of the Notice to proceed with the work. [CL.1.1]
5. The Intended Completion Date for the whole of the works is [CL.1.1,17&2]  
**11 Months** after start of work with the following milestones:  
Milestone dates: [CL.2.2& 49.1]  
Physical works to be completed Period from the start date  
Milestone 1 i.e. 25 % 83 days.  
Milestone 2 i.e. 50 % 165 days.  
Milestone 3 i.e. 75 % 248 days.  
Milestone 4 i.e. 100. % 330 days.
6. The Site is located at as mentioned in the name of work. [CL.1.1]
7. The name and identification number of the Contract is: [CL.1.1]  
**Construction of New Civic Center under Navsari Municipal Corporation (NMC)**
8. The works consist of Building Works with items as per [CL.1.1]  
B.O.Q. The works shall, inter alia, include the following, as Specified or as directed:  
**(A) Road Works**  
~~Site clearance; setting — out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ Parallel service road; bituminous pavements remodeling/construction of Junctions, intersections, bus bays, lay-bays; supplying and placing of drainage Channels, flumes, guard posts and guard other related items; construction/extension of cross drainage works, bridge, approaches and other related stones; protective works for roads/bridge; all aspects of quality assurance of various components of the works; rectification of The defects in the completed works during the Defects Liability Period; submission~~



## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

~~of "As-built" drawings and any other related documents; and  
other item of work as may be required to be carried out for  
completing the work in  
accordance with the drawings and the provisions of the contract  
and to ensure safety.~~

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## (B) Bridge Works

~~Site clearance; setting out, provision of foundations, piers abutments and bearing; prestressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainages spouts/ downtake pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety~~

[CL.1.1]

## (C) Other Items

Any Other Items as required to fulfill all contractual obligations as per the Bid documents.

[CL.2.3(9)]

10. The following documents also form part of the Contract:

\_\_\_\_\_As per clause 2-3\_\_\_\_\_

11. The law which applies to the Contract is the law of Union of India

[CL.3.1]

12. The language of the Contract documents is English

[CL.3.1]

13. Limit of subcontracting 25% of the Initial Contract Price

[CL.7.1]

14. The Schedule of Other Contractors

[CL.8]

15. The Schedule of Key Personnel As per Annex – II to Section I

[CL.9]

16. The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always.

[CL13]

17. Site Investigation report

[CL.14]

18. The Site Possession dates shall be from the issue of letter of work order.

[CL.21]

19. The period for submission of programme for approval of NMC shall be 21 days from the issue of Letter of Acceptance.

[CL. 27.1]

20. The period between program updates will be 30. days.

[CL.27.3]

21. The amount to be withheld for late submission of an updated programme shall be Rs 0.10 lakhs per day.

(ii)

22. The following events shall also be Compensation Events

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

- (i) Removal of underground utilities detected subsequently

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## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

- |       |   |            |
|-------|---|------------|
|       | icant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation, | [CL. 27.3] |
| (iii) | Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.   | [CL. 44]   |

## Supplying, Spreading and Rolling wet mix macadam base course in NMC Area under ARC

- (iv) Artesian conditions
  - (v) Seepage, erosion landslide
  - (vi) River training requiring protection of permanent work
  - (vii) Presence of historical, archeological or religious structures, monuments interfering with the works
  - (viii) Restriction of access to ground imposed by civil, judicial, or military authority
23. The currency of the Contract is Indian Rupees [CL. 46]
24. **The formula (e) for adjustment of prices are as under:** [CL.47]
- If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities {i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100% .
- R = value of work as defined in Clause 47.1 of Conditions of Contract

### **Adjustment for labour component**

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times (P_1/100) \times R \times (L_i - L_0)/L_0$$

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour

$L_0$  = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India

$L_i$  = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.

$P_1$  = Percentage of labor component of the work.

### **Adjustment for cement component.**

- (ii) Prices adjustment for increase or decrease in the cost of cement procured by the contractor

$$V_c = 0.85 \times (P_c/100) \times R \times (C_i - C_0)/C_0$$

$V_c$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$C_0$  = The all India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

$C_i$  = The all India average wholesale price index for Ordinary Portland Cement for the month under consideration as published by **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_c$  = Percentage of cement component of the work

### Adjustment for steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula

$$V_s = 0.85 \times (P_s/100) \times R \times (S_i - S_0)/S_0$$

$V_s$ = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_0$ = The all India wholesale price index for steel (**Mild Steel - Long Products Rebars**) on 28 days preceding the date of opening of Bids as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$S_i$ = The all India average wholesale price index for steel (**Mild Steel - Long Products Rebars**) for the month under consideration as published by **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_s$  = Percentage of steel component of the work

Note: For the application of this clause, the index of **Mild Steel- Long products Rebars** has been chosen to represent the steel group.

### Adjustments of bitumen component

- (iv) Price adjustment for increase in the cost of bitumen shall be paid in accordance with the following formula

$$V_b = 0.85 \times (P_b/100) \times R \times (B_i - B_0)/B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The official retail price of bitumen at the IOC depot at the nearest Center on the day 28 days prior to the scheduled date of opening of technical bid.

$B_i$  = The official retail price of bitumen of IOC depot at the nearest Center for the 15<sup>th</sup> day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work

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## Adjustment of POL (fuel and lubricant) component

- (v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula

$$V_f = 0.85 \times (P_f/100) \times R \times (F_i - F_0)/F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest Center on the day 28 prior to the date of opening of Bids.

$F_i$  = The official retail price of HSD at the existing consumer pumps of IOC at the nearest Center for the 15<sup>th</sup> day of the month of the under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work

Note: For the application of this clause, the price of High-Speed diesel Oil has been chosen to represent the fuel and lubricants group.

## Adjustment for Construction Machinery

- ~~(vi) Price adjustment for increase or decrease in the cost of plant and Machinery spare procured by the Contractor shall be paid in accordance with the following formula~~

~~$$V_p = 0.85 \times (P_p/100) \times R \times (P_i - P_0)/P_0$$~~

~~$V_p$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares~~~~$P_0$  = The all India wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~~~$P_i$  = The all India average wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

$P_p$  = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of Heavy Machinery and parts has been chosen to represent the Plant and Machinery Spares group

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## Adjustment of other materials Component

- (vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula

$$V_m = 0.85 \times (P_m/100) \times R \times (M_i - M_0)/M_0$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The All India wholesale price index (all commodities) on 28 days preceding the scheduled date of opening of technical Bids, as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$M_i$  = The All India wholesale price index (all commodities) for the month under consideration as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_m$  = Percentage of local material components (other than cement, steel, bitumen and POL) of the work.

The following percentage will govern the price adjustment for the entire contract:

1. Labour – $P_l$	42.00%
2. Cement – $P_c$	8.00%
3. Steel - $P_s$	15.00%
4. Bitumen – $P_b$	0.00%
5. POL – $P_f$	1.00%
6. Plant & Machinery Spares $P_p$	1.00%
7. Other Materials – $P_m$	33.00%
	-----
Total	100 %
	-----

25. The proportion of payments retained (retention money) shall be 6% {CL. 48} from each bill subject to a maximum of 5% of final contract price.
26. Amount of Liquidated damages for in completion of works
- For Whole of work {CL.49} delay  $(1/2000)^{th}$  of the Initial contract price, rounded off to the nearest Thousand, per day. ~~For sectional- Completion (wherever specified in item 6 of Contract data)  $(1/2000)^{th}$  of initial contract price for #5 km Section, rounded off to the nearest thousand per day.~~

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

27. Maximum limit of liquidated damages For delay in completion work 10 percent of the Initial Contract Price rounded off to the nearest thousand {CL. 49}

28. ~~Amount of Bonus for early completion~~ Amount of bonus for early completion of work shall be given as per CL.50 of Section-3

29. ~~Maximum limit of bonus for early Completion of work~~ **5 percent** of the Contract Price {CL. 50}

30. ~~The amount of the advance payment are:~~ {CL. 51 & 52}

**#Nature of Advances** **Amount (Rs.) Conditions to Be fulfilled**

i ~~Mobilization 10% of the contract Price~~ On submission of unconditional Bank Guarantee. (to be drawn before the end of 20% of the contract period). The contractor may furnish four bank guarantees of 2.5 % of each valid for the full period.

ii ~~Equipment 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract Price~~ After equipment is brought to site (provided the Engineer is satisfied That the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance

iii Secured **Deleted**  
Advance for  
Non-persish  
able material  
Brought to site

~~(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions).~~

31. **Repayment of advance payment for mobilization and equipment** {CL. 51.3}

~~The advance loan shall be repaid with percentage deduction from the interim payments certified by the Engineer under the Contract. Deduction shall commence in the next Interim Payment Certificate following that in which the~~



## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

~~total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent **(collectively for both Mobilization Advance and Equipment Advance)** of the amounts of all Interim Payment Certificate until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.~~

32. Deleted

33. ~~The securities shall be for the following minimum amounts equivalent {CL. 52}~~

~~As a percentage of the Contract Price:~~

~~Performance Security for 5 percent of contract price plus Rs. .... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5~~

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

34. The Schedule of Operating and maintenance Manuals.....N/A. {CL. 58}

35. The date by which “as- built” drawings (in scale as directed) in 2 sets {CL. 58} are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.

36. The amount to be withheld for failing to supply “as built” drawings {CL. 58} by the Date required is Rs 0.10 Lakhs/per day.

37. The following events shall also be fundamentals breach of contract: {CL.59.2}  
“The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC”

38. The percentage to apply the value of the work not completed representing {Cl 60} the Employer’s additional cost for completing the Works shall be 20 per cent.

**SECTION - 5**  
**TECHNICAL SPECIFICATION**

**As per General Technical Specifications of R&B for Building works**

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

### 5.0 LIST OF APPROVED MAKES:

	Make / Product	Name of Make in preferential order				
		Make - 1	Make - 2	Make - 3	Make - 4	Make - 5
1	HDPE & PE PIPE & FITTINGS	JAIN	DUTRON	PRINCE	KISSAN	
2	UPVC/CPVC PIPE & FITTINGS	ASTRAL	ASHIRVAD	SUPREME		
3	PPR PIPES & PPR FITTINGS	ASTRAL	ASHIRVAD	SUPREME	PRINCE	
4	COMPOSITE PLUMBING PIPE & FITTINGS	KITEC				
5	M.S/G.I. PIPES FOR WATER SUPPLY	TATA	JINDAL	SWASTIK		
6	GI TO GI JOINTS	CHAMPION				
7	SOLVENT CEMENT	SUPREME	KISSAN	FINOLEX		
8	BALL VALVES	LEADER	ZOLOTO	AUDCO		
9	WHEEL VALVES	LEADER	ZOLOTO	AUDCO		
10	DCV / NRV	ZOLOTO	SPIREX	AUDCO		
11	TAR	SHALIBIND	TIKIBOND-BS			
12	VALVES	AUDCO	ZOLOTO	R.B.	KBL	KSB
13	PUMPS	GROUNDFOSS	ITT-LOWARA	WILLO	LUBI	KIRLOSKAR
14	STARTER	SIEMENS	L&T			
15	PRESSURE GAUGE	BELLS	H GURU			
16	HYDROPNEUMATIC SYSTEM	GROUNDFOSS	ITT-LOWARA	WILLO	LUBI	KIRLOSKAR
17	SPRINKLER/DRIPPERS/SPRAY	HUNTER	RAIN BIRD	TORO		

NOTE : (1) Make & Model No. of Sanitary & Bath Fixtures will be finalized by the Architect/Client.

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### Primary Make List:-

Item No.	ITEM SESCRIPTION	Make
1	AIR CIRCUIT BREAKERS	1.SCHNEIDER ,SIEMENS 2.ABB, L & T , LEGRAND
2	MCCB'S	1.SCHNEIDER, SIEMENS, 2.ABB, L&T, LEGRAND
3	SWITCH DISCONNECTOR FUSE UNIT (SDF) AND SWITCH DISCONNECTOR ISOLATOR	1.SCHNEIDER , SIEMENS, 2.ABB, /L&T,/ LEGRAND
4	CHANGE-OVER SWITCH	1.SCHNEIDER, SIEMENS, 2.ABB, L&T, LEGRAND
5	SOFT STARTER (MICROPROCESSOR BASED)	1.DANFOSS, SIEMENS,SCHNEIDER
6	VVVF DRIVES (VFD)	1.DANFOSS, SIEMENS, SCHNEIDER,
	MV CAPACITORS	
7	LV CAPACTTORS/POWER CAPACITOR	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN,ABB, EPCOS,
	DETUNED SERIES REACTORS WITH TEMPERATURE MICRO SWITCH (HARMONIC FILTER REACTOR)	
8	APFC PANEL	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN, ABB,EPCOS,
9	APFC RELAY/CONTROLLER	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN,ABB, EPCOS,
10	AC/DC POWER & AUXILLARY CONTACTOR	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN, ABB, EPCOS,
11	BI-METAL/ELECTRONIC/MICROPROCESSOR BASED OVERLOAD RELAY	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN, ABB, EPCOS,
	THERMISTER RELAY	
12	SINGLE PHASING PREVENTER	1.SCHNEIDER, SIEMENS, 2.HAVELLS, ASIAN, ABB, EPCOS,

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13	TIME SWITCH	1.SCHNEIDER, SIEMENS, 2. LEGRAND
14	TIMERS/ TIME DELAY RELAY	1.SCHNEIDER, SIEMENS, 2.LEGRAND
15	MOTORS	1.SIEMENS, ABB 2.BBL
16	BATTERY CHARGER & DCDB	1.SIEMENS, ABB 2.BBL,BHEL, L&T,
17	LIGHT FIXTURES	1.PHILIPS WIPRO 2. JAGUAR
18	CABLIES H.V. XLPE INSULATED	1.HAVELLS,UNIVERSAL,FROTGLOSTER, RPG CABLE, KEI, POLYCAB
19	LT POWER & CONTROL CABLES/ EARTHING CABLES	1.ASIAN CABLE, RPG CABEL, KEI, GLOSTER, UNIVERSAL,
20	WIRES – FLEXIBLES (ALL TYPES)	1.RR KABLE, KEI, L&T,POLY CAB, FINOLEX
21	LIGHTING / SMALL POWER DISTRIBUTION BOARDS/ ENCLOSURES	1.SIEMENS, SCHNEIDER,LEGRABD
	MICROPORCESSOR BASED MOTOR PROTECTION RELAY WITH RS 485	
22	MCB, RCCB, RCBO / MCB ISOLATORS	1.SIEMENS, SCHNEIDER,LEGRABD
23	MPCB	1.SIEMENS, SCHNEIDER,LEGRABD
	ALARM ANNUNCIATORS (SOLID STATE TYPE WITH LED ILLUMINATION ) FACIA ANNUNCIATOR	
24	DECORATIVE / MODULAR SWITCH & SOCKET	1.LEGRABD,SIEMENS, SCHNEIDER 2.MK-HONEYWELL, <b>(MODELSELECTION IS MPORTANT IN SWITCH)</b>
25	CEILING / WALL MOUNTING/ EXHAUST FANS	1.CROMPTON, ALMONARD 2.ORIENT
26	CABLE TERMINATION / JOINTING KITS	3M, ABB, M SEAL, RAYCHEM,
27	CONTROL / SELECTOR SWITCH	ABB, ALSTOM,BCH, GE POWER CONTROL,HAVELLS, KAYCEE,L&T,SCHNEIDER,SIEMENS, RECOM,SULZER,EE/JYOTI

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

28	INDICATING LAMPS	BCH/L8/ SCAHNEIDER/SIEMENS/TEKNIC-CONTROLS / VAISHNO/IEC /EE
29	TERMINAL BLOCK / CONNECTORS	COMENCTWELL, ELMEX, PHEONIX,TELEMCHANIQUE /WAGO
30	CONTROL TRANSFORMER	AE / ASHMORE / G & M / INDCOIL / NEC / PRAGATI / PRECISE / SILKAANS
31	SEMICONDUCTOR FUSE	BUSSMANN / FERRAZ / GE / SIEMENS
	HRC FUSE (POWER & CONTROL)	
32	PUSHBUTTONS	BEH / L&T / RASS / SCHNEIDER / SIEMENS / TEKNIC / VAISHNO
33	PUSH BUTTON STATIONS / JUNCTION BOX (CAST ALUMINIUM)	BALIGA / BCH / CEAG / EXPROTECTA / FCG / FLEXPRO / HANSU / HENSEL / PUSTRON / SCHNEIDER / SIEMENS / SUDHIR / EXCEL
34	NON METALLIC ENCLOSURES (INCLUDING INDUSTRIAL RECEPT ACLES)	1.BCH,HENSEL,SIEMENS,SCHNEIDER, LEGRAND,
35	DIGITAL METER (EXCEPT KWH / LOAD MANAGER / MULTI PUNCTION METERS)	1.SIEMENS,SCHNEIDER,ALSTOM
36	ELECTROMECHANICAL METERS-AMMETER & VOLTMETER	1. SIEMENS,SCHNEIDER,ALSTOM 2 .AE ,L&T,SECURE,IMP,MECO,
37	KWH / LOAD MANAGER / MULTI FUNCTION METER	1. SIEMENS,SCHNEIDER,ALSTOM 2. AE,L&T,SECURE,IMP,MECO,
38	CABLE LUGS	1.3D,COMET, HMI,SIEMNS
39	CABLE GLANDS (SINGLE / DOUBLE COMPRESSION , NI-PLATTED BRASS)	1.3D,COMET, HMI,SIEMNS
40	CABLE GLANDS – POLYAMIDE	1.3D,COMET, HMI,SIEMNS
41	LIGHTNING ARRESTORS	1.SCHNEIDER, ELPRO,SIEMENS OBBO
42	SURGE SUPPRESSORS	1. SCHNEIDER, ELPRO,SIEMENS
43	UNINTERRUPTED POWER SUPPLY (UPS)	1. SCHNEIDER,FUJI,ABB,EMERSON,HITACHI,
44	GI CABLE TRAYS	1.INDIANA,GLOBE 2.SUPER ELECTRO, SILVERLINE,
45	UPVC CONDUIT & ACCESSORIES	1.PRECISION 2.POLYCAB,L&T,CLIPSAL, ASTRAL,SALZER
46	MS / GI CONDUIT & PIPES	BEC INDUSTRIES / JINDAL / JK TUBE / SAIL TATA STEEL / ZENITH
47	SMF / VRLA / NI-CD / LEAD ACID (PLANTE / TUBULAR ) BATTERY	AMARA RAJA BATTERIES LATD / AMCO / EXIDE / HBL POWER SYSTEMS LTD,

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		AUTOMATIC ELECTRIC
48	MS / GI LIGHTING POLES & BRACKETRS	1.BAJAJ,SURYA, BOMBAY TUBES & POLES LOCAL
49	HIGH MAST LIGHTING SYSTEM	PHILIPS,BAJAJ,SURYA, CGL
50	BUSDUCT	1.SIEMENS,SCHNEIDER, L&T
51	DIESEL ENGINES	ASHOK LEYLEND,CATERPILLAR, KOEL, PERKINS,
52	ALTERNATORS FOR DG SETS	CG, NGEF,STAMFORD, KOEL
53	HANDHELD DIGITAL MULTIMETER / CLIP-ON METER/ MEGGER	1. FLUKE, 2. MECO IMP,RISHABH, MEGGER
54	CAPACITOR DUTY CONTACTOR	1. SIEMENS,SCHNEIDER 2. L&T
55	BATTERY BACKED POWER PACK	ALAR / G LEC / BHARANI / GOGATE
56	ALUMINIUM BUSBAR MATERIAL	BANCO / HINDALCO / JINDAL
57	PANEL CRCA /MS/GI PLATES & SHEET	ESSAR / TATA / JINDAL / SAIL
58	CHEMICAL TYPE EARTHING INCLUDING COPPER BONDED ELECTRODE & BACK FILL COMPOUND	ASHLOK , CURSP, ECOTECHNOLOGY & PROJECTS / ENNOV INFRA / ERICO / ISG GLOBAL / PRAGATI / ELECTROCOM / SAARA EARTHING / EQUI, REPUTED MAKE SUBJECT TO CLIENT APPROVAL
59	FIRE PUMPS	KIRLOSKAR, KSB, WIIO
60	BORE SUBMERCIBLE PUMP	KIRLOSKOR , KSB
61	HVAC SYSTEM	OGENERAL, MITSUBISHI
62	PANNEL BUILDERS	SHIVSHAKTI ENGINEER, SWATI & CHANNEL PARTENER & APPROVED COMPANY ONLY
63	DWC PIPE	ASTRAL, PRINCE, SURIME,
64	LIFT (PRIEMIUM)	mitsubishi, OTIS, SCHINDLER

ITEM NO.	ITEM SESCRIPTION	MAKE
1	COMPACT SUBSTATIONS	1.SIEMENS, 2.SCHNEIDER, 3.ABB
2	DISTRIBUTION TRANSFORMERS	1.SIEMENS,ABB,BHEL,SCHNEIDER,

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3	315KVA & BELOW 315KVA DISTRIBUTION TRANSFORMERS	1.SIEMENS,ABB,BHEL,SCHNEIDER,
	TRANSFORMER LIGHTING- DRY TYPE (CAST RESIN)	AS PER MAIN PRODUCT APPROVED
4	SWITCHBOARD MV 11/ 33KV-INDOOR / OUTDOOR TYPE (VCB/SF6)	
5	PROTECTIVE RELAYS (NUMERICAL TYPE)	
6	PROTECTIVE / AUXILIARY RELAYS (ELECTROMECHANICAL TYPE)	
7	ELECTRONIC CIRCUIT RELAY	
8	CONTROL AND RELAY PANEL	
9	INSTRUMENT TRANSFORMERS (CT /PR)	
10	L.V. SWITCHBOARD – DRAWOUT/ FIXED TYPE (PCC / PMCC/ MCC/MLDB / MPDB / MOVDB / APFC )	

### CIVIL WORKS

SR.NO	MATERIALS/ ITEM	MAKE / APPROVED BRAND	REMARKS
1.	CEMENT (OPC-53)	AMBUJA, ULTRATECH, SANGHI, HATHI, SIDDHI, J K LAXMI, J.K SUPER	
2.	REINFORCEMENT STEEL	FOR MORE THAN 25 CRORE PROJECT COST TATA, SAIL, VIZAG	SMALL PROJECTS
3.	TMT STEEL FE- CRS 500	ELECTRO,POLAAD, GERMAN-TMX, ASR	
4.	VITRIFIED FLOOR TILES / WALL TILES	AGL,SOMANY,RAK, JOHNSON, KAJARIA, SIMPOLO, NITCO	Follow as per Approved Series / Code Nos.
5.	C PVC PLUMBING PIPES	ASHIRVAD, ASTRAL, SUPREME, DUTRON, PRINCE, FINOLEX.	
6.	SWR (U- PVC) PIPES AS PER IS : 13592 (TYPE-B) (75 AND 110 MM DIA)	ASHIRVAD, ASTRAL, SUPREME, DUTRON, PRINCE, FINOLEX.	
7.	SER RAIN EATER PIPES (U- PVC) (TYPE-B) (75 MM DIA)`	ASHIRVAD, ASTRAL, SUPREME, DUTRON, PRINCE, FINOLEX.	



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8.	UNDERGROUND DWC PIPES	ASTRAL, SUPREME, PRINCE, GEMINI	
9.	C.P. FITTING	SOMANY, JAQUAR, KOHLER,CERA,JOHNSON, ROCA,PLUMBER, GROHE	Follow as per Approved Series / Code Nos.
10.	SANITARY WARE	SOMANY, JAQUAR, CERA, PARRYWARE, JOHNSON, KOHLER, RAK, SIMPOLO	Follow as per Approved Series / Code Nos.
11.	WHEEL VALVE / HANDEL VALVE / SLUICE VALVE	ZOLATO, ZEST, LEADER	
12.	S.S. KITCHEN SINK	NIRALI, NILKANTH, CARYSIL. JOHNSON,	like E cat and use
13.	ACRYLIC/ PLASTIC PAINT	ASIAN, ICI DULUX, BURGER,NEROLAC	Follow as per Approved Series / Code Nos.
14.	24 mm Solid three layer PVC door shutter with WPC frame	RAJSHRE,ECHON,ALSTONE	
15.	Laminated Flush Door	ARCHID, GREEN PLY, KIT PLY, CENTURY PLY, GREEN PANEL	
16.	Laminates	ROYAL TOUCH, ARCHID, SUNMICA, MARINO, GREENLAM, CENTURY	
17.	Plywood	ARCHID PLY, GREEN PLY, CENTURY PLY, GREEN PANEL, KIT PLY	
18.	HDF BOARC	ACTION TESA, GREEN PANEL, CENTURY, ARCHID	
19.	DOOR AND GURNITURE HARDWARE ACCESSORES	DORSET , ASAA ABLOY, EVERSHINE, OLIVE, HAFELE, HETTICH, OZONE, KICH, DORMA,EBCO	
20.	CONSTRUCTION CHEMICAL, WATER PROOFING CHEMICAL AND ADHESIVES	FOSROC, SAIN GOBAIN WEBER, JAY CHEMICAL (K2) , CERA CHEM, PIDILITE, ASIAN PAINT, MAPEI, SIKKA, CICO , ZYDEX (_ZYCOSIL)	
21.	PVC WATER TANK (ISI)	SINTEX , SUPREME, VECATUS, ASTRAL, PRINCE	
22.	ALLUMINIUM SECTION WINDOW	HINDALCO, INDALCO JINDAL, BANCO	
23.	FIRE DOOR	SHAKTI HORMANN, NAVAIR, ACODOR, GODREJ	

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24.	PAVER BLOCK and Kerb Stone	VYARA	
25.	S.S RAILING	KICH , OLIVE, OZONE	
26.	PIPE SUPPORTING CLAMPING SYSTEM		
27.	OFFICE CHAIR	FEATHERLITE , GODREJ, MONARCH,WIPRO, MERRYFAIR	

**Note :-**

The Contractor shall obtain prior approval from the NMC – before placing order for any specific material or engaging any of specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.

**SECTION - 6**  
**FORM OF BID**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## FORM OF BID

Description of the Works:

-----  
-----  
-----

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

-----  
-----  
(----- )

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of NMC's notice to commence, and to complete the whole of the Works in the Contact within the time stated in the document.
3. We agree to abide by this Bid for the period of 180 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ----- day of----- 20

Signature ----- in the capacity of -----

----- duly authorized to sign bids for and on behalf of -----

-----

-----

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
under ARC**

(in block capitals or typed)

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
under ARC**

Address

---

---

Witness

---

---

Address

---

---

Occupation

---

---

**SECTION - 7**  
**BILL OF QUANTITIES**

As per Separate Attachment

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## BILL OF QUANTITIES

### Preamble

1. The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by NMC and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as NMC may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or prices shall be entered against each item in the Bill Quantities, whether quantities are stated or not. The cost of Items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (in case of Item rate contract).
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General direction and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of completed work of payment shall be in accordance with the specification for Building works.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to **Clause 29** of the Instructions to Bidder.
10. Rock is defined as all materials which, in the opinion of NMC, required blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.



## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

### BILL OF QUANTITIES

#### (A) Percentage Rate Tender (Up to INR 50 Cr. )

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate In figures	Amount

I/We am/are willing to carry out the work at.....% above/below percent(Should be written in figures and words) of the estimated rate mentioned above. Amount of my /our tender works out as under.

Estimated amount put to tender

Estimated amount put to tender

Deduct.....% below

Add.....% Above

Net

Net

In words

In words

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

**(B) — For Item Rate Tender (For above INR 50 Cr.):**

Item- No	Description of Item- (with brief specification- and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In- figures	In- Words	

(A) Total Tendered Amount

(B) Rebate on above tendered amount (if any) % (in figure) .....

(in words).....

(C) Net Tendered Amount (A-B) (in figure) .....

(in words).....

#

1	The Contractor shall exhibit a board with detailed specification and details of work as directed by NMC for which no extra payment shall be made.
2	The labour cess will be deducted as per prevailing rules i.e. 1% of the work done.
3	GST and Income tax TDS will be deducted at a source while making payments of bills
4	Rates are exclusive of GST. GST Will be Paid Separately.
5	In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt. G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender.

**SECTION - 8**

**SECURITIES AND OTHER FORMS**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## BID SECURITY (BANK GUARANTEE)

WHEREAS, ----- (name of Bidder) (hereinafter called the "The Bidder") has submitted his bid Dated ----- (Date) for the construction of ----- (Name of Contractor hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We ----- (name of Bank) of----- (name of country) having our registered office at ----- ( hereinafter called "the bank") are bound unto ----- (name of Employer) (hereinafter called "The Employer") in the sum of----- \* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ----- day of-----20

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

**Or**

(2) If the Bidder has been notified of the acceptance of his bid by the Employer during the period of Bid Validity:

- A Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- B. Fails or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or
- C. does not accept the correction of the Bid Price pursuant to Clause 27 (Correction of Errors)

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

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

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

DATE -----

SIGNATURE-----

WITNESS -----

SEAL -----

---

(Signature, name and address)

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1(Bid Security) of the Instructions to Bidders.

**\*\*45 days** after the **end of the validity period** of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## PERFORMANCE SECURITY

TO,

----- (Name of Employer)  
----- (Address of Employer)  
-----

WHEREAS ----- (name and address of contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute ----- (name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ----- (amount of guarantee)\*----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities period.

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

---

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract price specified in the Contract denominated in Indian Rupees.

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1. (A)]

TO,

----- (Name of Employer)

----- (Address of Employer)

-----

WHEREAS ----- (Name and address of contractor) (hereafter called "The Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute ----- (Name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ----- (amount of guarantee)----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand

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

This guarantee shall be valid until **28 days** from the project completion date.

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## Letter of Acceptance

(Letter head paper of the Employer)

To, \_\_\_\_\_ (date)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (Name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders\* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within **10 days** of the receipt of this letter of acceptance up to beyond **60 days** from the date of expiry of defects Liability period i.e. up to \_\_\_\_\_ and the Additional Performance Security for an amount equivalent to Rs. \_\_\_\_\_ shall be valid beyond 28 (twenty-eight) days of Project Completion Date i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours Faithfully

Authorized Signature  
Name and title of Signatory  
Name of Employer

---

\* Delete "Corrected and" or and modified if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.



# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## Issue of Notice to proceed with the work

(Letterhead of the Employer)

To, \_\_\_\_\_(date)

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security in ITB Clause 34.1 and  
signing of the Contract for the construction of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ at a bid Price of Rs.

\_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in  
accordance with the contract documents.

Yours faithfully

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

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## AGREEMENT FORM

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) (Hereinafter called "the Employer) and \_\_\_\_\_ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_  
Name and identification number of contract (hereinafter called "the works") and the employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

\_\_\_\_\_  
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz
  - i ) letter of Acceptance
  - ii ) Notice to proceed with the works:
  - iii ) Contractor's Bid

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

- iv )      Conditions of contract: General and Special
- v )        Contract Data
- vi)        Additional conditions
- vii )      Drawings
- viii )     Bill of Quantities and
- ix )       Any other documents listed in the Contract  
data as forming part of the Contract.

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

The Common seal of \_\_\_\_\_

Was hereunto affixed in the presence of :

Signed, sealed and Delivered by the said \_\_\_\_\_

---

In the presence of

Binding signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
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**UNDERTAKING  
(For Investment)**

I, the undersigned do hereby undertake that our firm M/s  
..... would invest a minimum cash up  
to **25%** of the value of the work during implementation of the contract.

\_\_\_\_\_  
(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area  
under ARC**

**UNDERTAKING  
(For Validity)**

I, the undersigned do hereby undertake that our firm M/s .....  
..... agree to abide by this bid for a period..... days  
for date fixed for receiving the same and it shall be binding on us and may be accepted at  
any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorized officer of the firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
DATE

**SECTION - 9**

**DRAWINGS**

**AS PER SEPARATE ATTACHMENT**

**SECTION - 10**

**DOCUMENTS TO BE FURNISHED BY BIDDER**

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

**All Bidders are required to provide detail information as per requirements laid out in the following sections:**

- C – 1     Declaration / undertaking**
- C – 2     Information about Project Approach and Methodology**
- C – 3     Information about litigation history**
- C – 4     Format for MoU with Specialized Agency**



# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## **C – 1. Declaration / undertaking**

[Letter head of the Bidder firm including full postal address, telephone nos., fax no., telex no., E mail address & website]

Location \_\_\_\_\_, Dt. \_\_\_\_/\_\_\_\_/\_\_\_\_]

To:	
The Deputy Municipal Commissioner, Navsari Municipal Corporation , Navsari	

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_  
\_\_\_\_\_ (here in after “the Bidder”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as a tenderer for the following contract under the [Name of Project]

Contact Name	Contact Number

Attached to this letter are copies of original documents (attested true copies) defining:

- a) The Bidder's legal status;
- b) Its principal place of business; and
- c) Its place of incorporation (for Applicants which are corporations); or its place of registration (for applicants which are partnerships or individually owned firms).

You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects.

This Letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by you to verify statements and information provided in this application, such as the resources, experience, and competence of the Bidder.

This application is made in the full understanding that:

- A) PQ Bids by Bidder/s will be subject to verification of all information submitted for prequalification at the time of bidding.
- B) Client” reserves the right to:
  - a. Amend the scope and value of any contracts tendered under this project, in such event, tenders will only be invited from pre-qualified applicants who meet the revised requirements.
  - b. Reject or accept any application, cancel the prequalification process, and reject all application; and
- C) Client” shall not be liable for any such actions and shall be under no

## Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

obligation to inform the Bidder of the grounds for such actions.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

I/We agree that the decision of “Client” in selection of Bidder, phasing of works and in any other project related matter, will be final and binding to me / us.

Yours Sincerely,

For and on behalf of	
Authorized Signature with stamp	
Name and title of Signatory	
Name of the firm:	
Address	

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## **C – 2. Information about Project Approach and Methodology:**

**The bidder should summarize the following information for his company on his letter head regarding his approach and methods:-**

<b>Sr. No.</b>	<b>Description</b>	<b>Attachment Submitted (Yes or No)</b>	<b>Page No.</b>	<b>Maximum Marks</b>	<b>Marks Obtained</b>
1	Site set up / organization along with details of key personnel as per C-6 Form.				
2	Construction Material & Labour Management Plan				
3	Construction methodology for the proposed work				
4	Workmanship and quality management plan				
5	Construction debris management plan				
6	Timeline management plan describing activities chart and its planned completion time, key milestones / checklist to ensure timely completion of project				
7	Benefits / Advantages of hiring “you” as contractor				

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## **C – 3. Information about Litigation History:**

**Bidder should provide information on any history or arbitration resulting from contracts in last five year or currently under execution.**

<b>Year</b>	<b>Award for / or Against Bidder</b>	<b>Name of Client cause of litigation and matter of dispute</b>	<b>Disputed amount in Rupees</b>

**Note:-**

**If the information to be furnished in this schedule will not be given and comes to notice, it will subsequently result in the disqualification of the bidder.**

# Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC

## C – 4. MoU with Specialized Agency:

### **MEMORANDUM OF UNDERSTANDING (MOU) FOR WORK WITH \_\_\_\_\_ (Name of Specialized Work).**

This MEMORANDUM OF UNDERSTANDING herewith referred to as MOU made on this day of \_\_\_\_ at

\_\_\_\_\_(Location) by and between:

Name of Bidder with address

**AND**

Name of Specialized Agency with address for **(name of Specialized Work)**

And assigns hereinafter referred to as “Parties” in the collective sense and each of which is referred to as Name of Bidder & Name of Specialized Agency in the individual sense.

WHEREAS Navsari Municipal Corporation (herein referred to as Employer) has invited tender (hereinafter referred to as the (“project”) for the following work:

Name of the work

WHEREAS if the said project is awarded to “\_\_\_\_\_ (Name of the bidder)” to execute the said project and it would also need items of “\_(Name of Specialized Work) Work” and we the “\_\_\_\_\_ (Name of the bidder)” hereby enter into this MoU with “\_\_\_\_\_(Name of Specialized Agency) “ for timely execution of various items of \_\_\_\_\_ (Name of Specialized work) Works as per the tender conditions and schedules there-in and further we mutually agree to execute the said project jointly but “\_\_\_\_\_ (Name of the bidder)” will be solely responsible for the execution of the said projects as per the Bidding Documents.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MoU on the day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other party.

However, if the employer directs the parties to make changes in MoU agreement so as to fulfill the tender condition/requirement, the parties shall discuss with the

## **Supplying ,Spreading and Rolling wet mix macadam base course in NMC Area under ARC**

employer and shall mutually agree for such changes as may be required to be made in the agreement.

In the interest of timely completion of the project, after discussion and getting all the details from the Employer, “\_\_\_\_\_ (Name of Specialized Agency)” assures to meet the milestones and desired target of the projects.

We are aware that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non-fulfillment of assured scope of work. **Scope of Work.**

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