

AHMEDABAD MUNICIPAL CORPORATION

MAHANAGAR SEVA SADAN

(SOUTH WEST ZONE)



"South Zone West Zonal Office, Late Shri Tushar bhavan, Near Shelby Hospital, Jodhpur,
AHMEDABAD

Web site: www.nprocure.com, www.amc.nprocure.com

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Name of Work :- Supply of cold mix material along with labour to fill potholes on various roads during monsoon in Jodhpur ward of South West (ARC)

BID DOCUMENT

VOLUME – I

TECHNICAL BID

Name of Work :- Supply of cold mix material along with labour to fill potholes on various roads during monsoon in Jodhpur ward of South West (ARC)

C O N T E N T S

SR.NO.	PARTICULARS
1.A	Notice inviting e-Tender
1.B	Schedule of Bidding process
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SECTION – I	SPECIAL CONDITIONS OF CONTRACT
SECTION – II	INSTRUCTIONS TO BIDDERS
SECTION - III	GENERAL CONDITIONS OF CONTRACT
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AHMEDABAD MUNICIPAL CORPORATION**Notice inviting e-Tender**

Municipal Commissioner of A.M.C. invites percentage rate sealed tenders from interested contractors for the following work at SOUTH WEST Zone Different locations within the limit of A.M.C.

1	Name of work	Supply of cold mix material along with labour to fill potholes on various roads during monsoon in Jodhpur ward of South West (ARC)
2	Estimated Cost	RS.30,00,000.00
3	Tender fee (Non refundable)	Rs.1500.00 (Demand Draft in favour of Municipal Commissioner, Ahmedabad)
4	Time Limit	12 Months
5	Download of Tender Documents	Complete bid documents can be downloaded with effect from Dt.19-06-2026 up to 18:00 Hrs. from the website www.nprocure.com .
6	Required registration	Register “E1” class in Govt. R&B/CPWD/AMC or equivalent register with any other state Govt. or institutions. Bidder who is not registered in A.M.C., shall have to register in same Class
A	Joint Venture	Joint Venture is not allowed.
7	Earnest Money Deposit (Bid security) (1 % of Estimate put to tender)	Rs.30,000.00 (Demand Draft / pay order / Bank Guarantee in favour of Municipal Commissioner, Ahmedabad is to be submitted as prescribed. Bank Guarantee shall be from approved list of AMC of banks and the issuing branch of bank guarantee shall be of Ahmedabad city only and it should be valid for 120 days. E.M.D. shall be submitted physically on Date: 30-06-2026 up to 16:00 hrs.
8	Submission of EMD and Tender Fees	In separate sealed cover each for EMD and Tender Fee & EMD should Submitted physically on Date: 30-06-2026 up to 16:00 hrs. along with tender documents as described in the invitation of tender should be submitted to Assistant Manager "South West Zone, Zonal Office", Late Shri Tushar bhavan, Near Shelby Hospital, Jodhpur, Ahmedabad-380015. Bid submitted without bid security & tender fee shall be treated as non responsive and shall be summarily rejected.
9	Pre -Bid Meeting	Not Applicable.
10	Mode of sending the Tender Documents	The whole tender shall be submitted by two mode. (1) Whole tender shall be submitted only on www.nprocure.com website before Date:- 29-06-2026 before 18:00 hrs. (2) Tender Fee, EMD, technical bid and other relevant PQ Documents as per check list given in tender shall be submitted physically in two copies (Original & duplicate) in sealed envelope on or before Date: 30-06-2026 before 16:00 hrs.
11	Last date of online submission of tender	Date: 29-06-2026 before 18:00 hrs.
12	Submission of Price Bid	The Price bid shall be submitted online only. It shall not be submitted Physically.
13	Opening of Technical bid	Technical Bid will be opened on line on Date. 30-06-2026 at 17:00 hrs. in the office of Assistant Manager office, ,, Assistant Manager "South West Zone, Zonal Office", Late Shri Tushar bhavan, Near Shelby Hospital, Jodhpur, Ahmedabad-380015
14	Tender validity period	180 days from the last date of submission of Tender.
15	Security Deposit	5 % of Contract Value to be submitted in the form of Bank Guarantee. Bank Guarantee shall be from approved list of AMC of banks and the issuing branch of bank guarantee shall be of Ahmedabad & Gandhinagar City only. The validity of the Security Deposit shall be upto Defect Liability Period 45 Days. After the Completion of Work, the Security Deposit shall be converted into
		Performance Guarantee which shall be 5 % of Final Bill Amount including Price Variation. The Security Deposit shall be released only after submission of Performance Bank Guarantee.

Note:

- (1) Conditional tenders will not be accepted in any case. Municipal Commissioner reserves the rights to reject any or all the tenders without assigning any reasons thereof.
- (2) The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

Seal and Signature of the Bidder

Add City Engineer
SOUTH WEST ZONE

Date:

Ahmedabad Municipal Corporation

SCHEDULE OF BIDDING PROCESS

Sr. No.	Event Description	Date
1	Sale of Bid Documents	
2	Last date of Online submission	Dt. 29-06-2026 up to 18:00 hrs
3	Last date of Physical submission	Dt.30-06-2026 up to 16:00 hrs
4	Pre bid meeting	NIL
5	Opening of Technical Bid	Dt. 30-06-2026 at 17:00 hrs
6	Opening of Price bid	To be intimated
7	Validity of Bid	180 Days

Seal and Signature of the Bidder

Date:

**Add City Engineer
SOUTH WEST ZONE
Ahmedabad Municipal Corporation**

Signature of Bidder

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TENDER DECLARATION FORM

**To,
Add City Engineer
SOUTH WEST
ZONE ,JODHPUR
Ahmedabad-380015**

Name of Work: Supply of cold mix material along with labour to fill potholes on various roads during monsoon in Jodhpur ward of South West (ARC)

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents of above mentioned project comprising of Notice Inviting tenders, Articles of Agreement, Scope of work, Definition of terms, notes Instructions/Information to Bidder, Condition of Contract, special condition of contract, Appendices, Specifications, Bill of Quantities, Statements (1 to 6) furnished by AHMEDABAD MUNICIPAL CORPORATION.

I/We do hereby offer to execute and complete the whole of the work within the time specified all in accordance with the specification, designs, drawing and instruction in writing referred to in the said document and with such materials as mentioned for, at the respective rates which I/we have quoted in the Price Bid or at such other rates as maybe fixed under the provisions of these conditions.

In the event of this tender being accepted I/We agree to enter into an agreement and when required, execute the contract, according to your form 1 of agreement as or in default where of I/we bound myself/ourselves to forfeit the "Earnest Money Deposit."

I/We understand that if I/We shall not enter in agreement within fifteen days or as decided by AMC from the date of receipt of letter of acceptance, you will forfeit the earnest money paid by me/us and take necessary action as deemed fit.

I/We have enclosed a Demand Draft / Bank Guarantee as an "Earnest Money Deposit", for the sum as mentioned in NIT, the full value of which is to be absolutely forfeited to the Employer If I/We fail to commence the work specified. Otherwise the Employer shall retain the said sum, as on account of such Security Deposit as provided for in the aforesaid documents.

I/We agree not to employ sub-contractors other than those that may be approved in accordance with conditions in the aforesaid documents.

I/We understand that Municipal Commissioner is not bound to accept the I/NORTH or any tender, which are received. I / We also understand & agree that Municipal Commissioner Reserves the right to allot number of tenders to successful bidders at his sole discretion in case if I / We am/are I/NORTH in more than one tender.

I/We am/are bound to execute the job if the work order is issued within 180 days from the date of opening of the tender.

I am bound to execute the work by maintaining all Quality aspects/parameters mentioned in the tender terms and conditions. I am also bound to submit all supporting Genuine Original documents as and when asked and if any discrepancy found in such documents as well as in the executed Work with respect to Quality/Quantity at any stage of work or even after completion of work, it will be solely my Responsibility. I am bound to prove originality of all documents submitted by me and if any Documents found false/fake then Municipal Commissioner/AMC has right to take any action/penalty/punishment against me.

I am also bound that if I/we, indulged into any malpractice and/or used any inferior quality and/or the construction of road is found to be of an inferior quality under this contract than in such case Municipal Commissioner/AMC has right to debar/blacklist permanently.

I/We agree to pay the Government income-Tax, GST/Sales-Tax (NORTH and State), Octroi duties, Royalty on material (i.e. Aggregate, Sand etc.) And any other taxes prevailing and from time to time on such items on which the same are leviable and the rates quoted by me/us are inclusive of the same.

Yours faithfully

Date:

Seal and Sign of Contractor

SECTION - I
SPECIAL CONDITION OF CONTRACT

1. Traffic Management:-

1. The contractor shall have to provide adequate number of wardens as per requirement.
2. Traffic signs at the contractor's cost.— Temporary traffic and construction signs are to be provided during construction and maintenance operations for traffic diversion and pedestrian safety as approved by the Engineer.
3. If any fatal accidents including fatal occurs due to improper traffic diversion during or after the work (before clearing the site) shall be completely contractor's responsibility.
4. The full time services of the Personnel Team of the contractor is mandatory during the entire period of the project. No Extra cost towards the same will be Paid. The contractor shall ensure with contractor all risk policy for the work.
5. The color photographs of work sites & works as and when directed by Engineer are to be taken and submitted at no extra cost.

2. TESTING OF MATERIAL

1. The test of samples of material, used in the work shall be carried out at municipal laboratory or government approved laboratory as directed by engineer in-charge.
2. The work will be treated as completed only after cleaning the site in all respect, after completion of the work.

3. Tax, Duties on Materials

All charge on account of Octroi, excise duties, terminal tax, sales tax, and Govt. duties / tax etc. on material procured for the works from any source shall be borne by the contractor. No (P) or "C" or "D" form shall be supplied by AMC for this purpose.

4. Performance Bank Guarantee

1. 5% security deposit, submitted at the time of agreement shall be released after submission of a performance bank guarantee. The security Deposit shall not be released if contractor fails to submit Performance Bank Guarantee.
2. AMC reserves right to deduct any amount from this Performance bank guarantee which is levied from the contractor due to poor performance during defect liability period.

5. Retention Money

2% amount shall be deducted as retention money from each running bill. This retention money shall be released along with final bill. AMC reserves right to deduct any amount to compensate the poor performance of the contractor i.e. poor quality or abandoned/incomplete work.

6. Quality

1. The samples of materials to be procured shall be got approved by the Engineer incharge.
2. All the material required for the work shall be confirming to required standard and requisite certificate will have to be produced/submitted for that.
3. Testing of all material shall be carried out as per required frequency.

Seal and Signature of the Bidder

Date:

Add City Engineer
SOUTH WEST ZONE
Ahmedabad Municipal Corporation

SECTION II INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

2. --Deleted--

2.0 Source of Funds

Ahmedabad Municipal Corporation has arranged the fund for this project.

3.0 Eligible Bidders

3.1 The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in this tender.

3.2 All bidders shall provide Qualification Information and Forms of Bid mentioned in the Clause-14. An agency 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.

3.3 An enterprise / company may only participate in the bidding process if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.

(i) Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent or collusive or coercive practices in accordance with ITB clause No. 37.

(ii) Bidder(s) found to have conflict of interest shall be disqualified. For clarification purposes a conflict of interest is when bidders:

(a) are associated with an agency or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/works under these Bidding Documents ;

(b) or submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

3.4 Any entity which has been declared as non-performing by NHAI / GoG / AMC or the firms those are blacklisted/ debarred for specified period by AMC, Government of Gujarat, Government of India or any other entity controlled by it, would not be eligible to submit the Bid.

- Governments/Semi Government Departments, PSUs and other Government institutions like ONGC, BPCL, IOCL, HPCL etc.

The certificate from above mentioned organizations/bodies shall be certified by any Chartered Accountant will be considered Only.

3.5 Organisation & Management

a. Memorandum of association/ articles of association/ partnership agreement etc.

b. Certificate of class of registration

3.6 Financial Status

3.6.1 Achieved an Average Annual financial turnover (in similar type of works only) during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost put to Tender. It should be duly certified by Chartered Accountant.

3.6.2 Escalation factor as mentioned above shall be used to bring the value of such completed works to the level of financial year 2019-20.

3.6.3 If company did not exist for the last 5 years, corresponding figure for the year is to be taken as zero.

3.6.4 The agency should also produce solvency certificate issued and valid in current year for an amount equal to 20 % of the Estimate put to tender.

3.6.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.3 Performance of Bidder in AMC Work

If works carried out by the bidder in last three years are found to be inferior quality or if the bidder is alleged for malpractice in the tenders allotted to him in last three year, then to accept or reject his tender, shall be sole discretion of Municipal Commissioner, A.M.C. i.e. Municipal Commissioner is at his sole discretion may accept or reject the tender and the decision of Municipal Commissioner shall be bound to the bidder.

5.0 DISQUALIFICATION

Even though the bidders meet the above mentioned qualifying criteria, they are subject to be disqualified if they have,

- a. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from AMC work etc.
- c. Tampered the bid document in any manner.
- d. Colluded with other prospective bidders for this work to arrive at quoted prices for the purpose of restricting competition.
- e. Indulged in inducement of any official of AMC and/or their consulting engineer and other advisors in any manner whatsoever.
- f. Proposal not submitted in accordance with this tender.
- g. During validity of the proposal, or its extended period, if any, the bidder changes his commercial terms.
- h. The bidder qualifies the proposal with his own conditions.
- i. Proposal is received after due date and time.
- j. Commercial proposal is enclosed with the same envelope as technical proposal
- k. The envelope does not show on the outside the reference of bid and thus gets opened before the due date of opening.
- l. The E.M.D. is not deposited in full and in the manner as specified in the clause of Earnest Money Deposit.
- m. The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- n. The tender documents received are not duly signed by authorized person.
- o. The validity of tender is less than what is stated in the tender.
- p. Any of the page or pages of tender is/are removed or replaced.
- q. Any condition which affects the cost.

6.0 Cost of Bidding

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

7.0 Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the site of Works and its surroundings including source of earth, water, road aggregates etc. 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.

8.0 Bidders shall not have any dispute or claim for any kind of compensation in case of,

- i. If the quantity stipulated in the tender items varies or the scope of work changes and thereby total amount of work increases / decreases up to any extent.
- ii. If the works gets delayed / postponed for some administrative / technical decision whatsoever.
- iii. If the items stipulated in the tender shall not be executed as per site condition/ requirements. No claim shall be entertained for the same.
- iv. No idle charges shall be paid to contractor for machinery and man power if remain idle and no claim shall be entertained for the same.

B. BIDDING DOCUMENTS

9.0 Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed below and addendum (if any) issued.

Volume- I:-

1. Notice inviting e-Tender
2. Special conditions of Contract
3. Instructions to Bidders
4. Qualification Information
5. Conditions of Contract
6. Technical Specifications
7. Forms of Bid

Volume - II:-

1. Bill of Quantities

9.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, Schedule B, forms, Annexers in the bid document. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

1.0 Clarification of bidding documents :- As mentioned in the clause - 11 of Pre Bid Meeting

11.0 Pre Bid Meeting - Deleted

12.0 Amendment of Bidding Documents

- 12.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- 12.2** Any addendum thus issued shall be part of the bidding documents and shall be placed on website www.nprocure.com The prospective bidder shall refer to website to check any addendum before 48 hours of opening of bids. AMC will not give any advertisement for the same.
- 12.3** 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.
- 12.4** Prospective bidders should attach the addendum made for the work & if fails to do so then also the changes made through such addendum shall be applicable & bound to the bidder.

C. PREPARATION OF BIDS

13.0 Language of the Bid

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

14.0 Documents comprising bid

14.1 The e bid submitted by the bidder shall be in two separate parts.

A. Technical Bid

B. Financial Bid

14.2 To qualify for award of the contract, each bidder must upload the scanned copies of following documents along with the submission of online bidding:

1. Scanned copy of Tender Fee
 2. Scanned Copy of EMD
 3. Scanned Copy of Required Registration Certificate Register in Govt. R&B/CPWD/AMC or equivalent register with any other state Govt. or institutions. Bidder who is not registered in A.M.C., shall have to register in A.M.C. before claiming 1st R.A. Bill.
 4. Scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business
 5. Scanned Copy of Solvency Certificate
 6. An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects.
 7. scanned copy of valid written power of attorney of the signatory of the Bid to commit the Bidder
- Failure to submit these certificates/documents shall make the bid non-responsive.

14.3 Though, the scanned copies of above mentioned documents is required to be uploaded during submission of e-bid on the e-tendering portal of (n) procure, however, following original documents in physical form in two copies, one marked as "original" and other marked as "Duplicate", shall be submitted in a sealed envelope by 18:00 Hrs on the date of physical submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Bid due date and time, Name and address of the bidder"

1. Bid security (EMD)
2. Tender Processing Fee
3. Certificate of in Road Works in PWD in Govt. R&B/CPWD/AMC or equivalent register with any other state Govt. or institutions. Bidder who is not registered in A.M.C., shall have to register in A.M.C. before claiming 1st R.A. Bill.
4. Memorandum of Association/Articles of Association as filed before the Register of Companies.
5. Original copy of valid written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid. This power of Attorney shall not be older than 1 year from the date of last date of online submission of tender.
6. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a partner holding the power of attorney of the firm by signing of the application in which case a certified copy of power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, and current address of all the partners of the firm shall also accompany the application.
7. If the application is made by limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
8. Bidder shall have to submit the power of attorney for the person who will going to sign the measurement book. In case of employee, If the holder of this power of Attorney will leave the job, the contractor immediately shall have to submit the fresh power of Attorney for the newly appointed person.
9. Bidder's financial capability and standing over at least past five years and relevant document.

10. Income Tax Return of last 3 consecutive financial Years.
11. Bidder's present commitments.
12. The technical ability and qualifications of the bidder. Details of technical personnel with their qualification & experience as per Statement No.4.
13. A list of the equipment the bidder possessed and that which he proposed to acquire and use for the purpose related to the work
14. Bank Solvency Certificate.
15. Affidavits duly notarized (as per the format provided in Section III)
16. Notarised copy of experience certificate from concerned department not ranked below Executive Engineer or equivalent, showing that the Bidder has successfully completed required numbers of similar work in his own name.
17. Undertakings mentioned in Section III (Qualification Information) of this document.
18. Statements no. 1 to 6 with notarized supporting documents
19. Audited balance sheets for last three years.
20. Any other material / information required to be submitted in accordance with these Instructions to Bidders (ITB)

15.0 Bid Prices

- 15.1** The contract shall be for the whole works as described in Bill of Quantity as described in sub-Clause 1.0 including the schedule-B based on the percentage rate in the Bill of Quantities submitted by the bidder..
- 15.2** All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder, except otherwise stated in the Bid document. Employer will not compensate the bidder (contractor) for any change in duties, taxes and other levies payable by the contractor under the contract and any other reasons.
- 15.3** The percentage rate and bid price quoted by the bidder shall be fixed up to the completion of Work and shall not be subject to adjustment on any account, except where expressly specified, otherwise, in the contract.

16.0 Currencies of Bid and Payment

The currency of bid and payment shall be in Indian Rupees. All payments shall be made in Indian Rupees.

17.0 Bid Validity

- 17.1** Bids shall remain valid for 120 days from last date of submission of tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 17.2** In exceptional circumstances, prior to expiry of the bid validity (120 days), the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 36.0 in all respects.

18.0 Earnest Money / Bid Security

- 18.1** The Bidder shall furnish, a Bid Security of the amount as shown in para 6 of the Table of IFB as part of his bid, in the form of D.D. or pay order or Bank Guarantee in favour of Municipal Commissioner, Ahmedabad valid for 60 days.
- 18.2** The issuing branch of the bank guarantee shall be of Ahmedabad / Gandhinagar City only.
A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis. ☐All nationalized Banks

B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Commercial Banks :-

1. A U Small Finance Bank
2. Axis Bank
3. Bandhan Bank
4. City Union Bank
5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Equitas Small Finance Bank
9. Federal Bank
10. HDFC Bank
11. HSBC Bank
12. ICICI Bank
13. IDBI Bank
14. IDFC First Bank
15. IndusInd Bank
16. Jana Small Finance Bank
17. Karnataka Bank
18. Karur Vysya Bank
19. Kotak Mahindra Bank
20. South Indian Bank
21. Tamilnadu Mercantile Bank
22. Utkarsh Small Finance Bank³

2. Co-operative and Rural Banks Of Gujarat :-

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Kalupur Commerical Co-operative Bank Limited
3. Nutan nagrik Sahakari Bank Limited
4. Rajkot Nagarik Sahakari Bank Limited
5. Saraswat Co-operative Bank
6. SVC Co-operative Bank
7. The Cosmos co-opretive Bank
8. Baroda Gujarat Gramin Bank
9. Saurashtra Gramin Bank
10. The Gujarat State Co-Operative Bank
11. The Mehsana Urban Co-operative Bank Limited
12. The Surat District Co-operative Bank
13. The Surat Peoples Co-operative Bank

18.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

18.4 Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.

18.5 (a) The bid security of the unsuccessful bidders, except for L1, L2 and L3 bidders will be returned as promptly as possible.

- (b) The bid security of the successful bidder, along with second and third loNorth NORTH tenders, will be returned when the successful bidder has furnished the required security deposit and signed the agreement.

18.6 The Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required security deposit.

18.7 The Bid Security shall be forfeited,

- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) Furnish the required security deposit.
 - (iii) commence the work after signing the agreement within 15 days

18.8 No interest shall be paid by the owner on any tender guarantee. The issuing branch of the bank guarantee shall be of Ahmedabad / Gandhinagar City only.

18.9 Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act applicable to that particular state of Indian Union, where executed.

18.10 The executing officers of the bank Guarantee for Earnest Money Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. etc.

18.11 Each page of the bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 36.10) under the seal of the Bank.

19.0 Alternative Proposal by Bidders

Bidders shall submit offers that comply with the requirements of the bidding Documents. Alternatives will not be considered, unless specifically asked for by the Employer.

20.0 Format and Signing of Bid

20.1 The Bidder shall prepare one original copy of the documents comprising the bid as described in Clause 14.3 of these Instructions to Bidders, bound with the volume containing the 'Technical Bid in separate parts and clearly marked "ORIGINAL" and "DUPLICATE" as appropriate. In the event of discrepancy between them, the original shall prevail.

20.2 The original and duplicate of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

20.3 Pages of tender documents shall be initialed by the bidder with company's seal.

20.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

20.5 Sufficiency of bid: The bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the bid, all of which shall, cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of Works and the remedying of the defects therein.

D. SUBMISSION OF BIDS

21.0 Sealing and Marking of Bids

21.1 The bidder shall submit the Technical Bid only. The Bid shall be sealed in separate envelopes and the three sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-

Envelope 1:-

1. Tender fee -
2. Bid Security

Envelope 2:-

1. Complete Tender Document with all necessary qualification related documents (in two copy)

Above two envelopes shall be kept in one envelope and it should be marked as "Technical Bid" and sealed. This Outer envelope should mention the name of firm of bidder, his address, contact details & name of the work.

21.2 The inner and outer envelopes

- a) Shall be addressed to the Employer at the following address:
Assistant Manager "South West Zone,
Zonal Office", Late Shri Tushar
bhavan, Near Shelby Hospital,
Jodhpur, Ahmedabad-380015
- c) Bear the following identification:
Indicate the name and address of the bidder.

21.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.**22.0 DEADLINE FOR SUBMISSION OF THE BID****22.1** Complete Bids (including Technical bid and necessary documents) must be received by the Employer at the address specified in bid information not later than the date indicated on the face sheet of the document. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day. The Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in NIT, at the following address:

Assistant Manager
"South West Zone, Zonal Office",
Late Shri Tushar bhavan,
Near Shelby Hospital, Jodhpur,
Ahmedabad-380015

22.2 AMC assumes no responsibility for inability of a bidder to submit bids through (n) procure e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid- Submission". AMC shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.**22.3** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 12.0, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.**22.4** All bidders are requested to see the website of (n) procure for corrigendum as per clause no.**22.5** Any Bid received by the Employer after the deadline prescribed in NIT will be rejected and returned unopened to the bidder.

23.0 Late Bids

Any Bid received by the Employer after the deadline prescribed in NIT will be returned unopened to the bidder.

24.0 MODIFICATION & WITHDRAWAL OF BID

24.1 Bid shall not be modified by the bidder after the deadline for submission of bids.

24.2 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in NIT may result in the forfeiture of the Bid Security pursuant to Clause -18.

24.3 If during Tender validity period, the bidder withdraws his tender, the tender security (Earnest Money Deposit) shall be forfeited.

E. BID OPENING & EVALUATION

25.0 BID OPENING

25.1 The Employer will open all the Bids received (except those received late), in the presence of the Bidders or their representative who choose to attend. 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.

25.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause - 24 shall not be opened and shall be returned.

25.3 The envelope containing "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 confirm to the amount and validity period as specified in the NIT, and has not been furnished as specified, the remaining technical bid will be returned to the bidder terming it as non-responsive.

25.4 Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids on the Place, date & time as mentioned above.

The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

25.5 (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 14.

(ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 7 days of opening of the Technical Bid) to clarify his technical bid, if necessary, with respect to any rectifiable defects.

(iii) The bidders will respond in not more than 4 working days of issue of the clarification letter.

(iv) On receipt of these clarifications AMC finalise the list of responsive bidders whose financial bids are eligible for consideration.

25.6 As soon as possible, AMC will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, and any additional documents in support of clarification of bid.

25.7 The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time, and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

25.8 At the time of opening of "Financial Bid", the names of the bidders who were found responsive will be announced. The bids of only these bidders will be opened.

26.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, qualification, 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 a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

27.0 CLARIFICATION OF FINANCIAL BID

27.1 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 % above or below amount put to tender. The request for clarification and the response shall be in writing or fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered.

27.2 No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

27.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

28.0 EXAMINATION OF BID & DETERMINATION OF RESPONSIVENESS

28.1 Prior to evaluation of bids, the Authority shall determine whether each bid is responsive to the requirements of the tender or not. Any bid shall be considered responsive only if:

- (a) it is received as per format mentioned in the bid documents.
- (b) it is received before the Application Due Date including any extension thereof.
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 21.
- (d) it is accompanied by the Power of Attorney as specified in Clause 14.3.
- (e) it contains all the information and documents (complete in all respects) as requested in this TENDER;
- (f) it contains information in formats same as specified in this TENDER;
- (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the TENDER for each Eligible Project;
- (h) it contains an attested copy of the receipt for payment of Tender fee & E.M.D.;
- (i) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.

A responsive Bid is the one which conforms to all the terms, conditions and specification of the Bidding documents including time for completion, without material deviation or reservation. A material deviation or reservation is the one which (a) affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, 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 responsive Bids.

28.2 If a "Technical 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.

29.0 EVALUATION OF BID

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 28.

29.2 If the Bid of the Successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed %

quote price analysis for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the % quote price analysis, the Employer may require that the amount of the Security Deposit set forth in Clause -18 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.

- 29.3 A bid which unrealistically % quoted priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as 'non-responsive'.
- 29.4 In comparing tenders, the AMC shall consider factors such as the time of completion, efficiency, and reliability of construction method proposed, compliance with the specification, relative quality, the operation, maintenance and replacement cost of structure and plant and also the qualifying criteria for the evaluation of tender. The price bids of only those bidders who are pre / post qualified will be opened in the presence of the contractor.

30.0 EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 30.1 Notwithstanding anything contained in this Bid, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 30.2 The Authority reserves the right to reject any Application and/ or Bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
- If such disqualification/ rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- (i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the TENDER; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 33.3 In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of work, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.
- 30.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.

F. AWARD OF CONTRACT

31.0 AWARD CRITERIA

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 loNorth NORTH evaluated Bid Price.
- (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the loNorth NORTH in any of the packages opened earlier than the one under 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 loNorth NORTH evaluated bid. The contract will in such case be awarded to the next loNorth NORTH bidder at his evaluated bid price.

32.0 NOTIFICATION OF AWARD & SIGNING OF AGREEMENT

- 32.1 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 writing, facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" as per format given in Annexure – IV) 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").
- 32.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit in accordance with the provisions of Clause-34.
- 32.3 The agreement will incorporate all correspondences between the Employer and the Successful Bidder. It will be signed by the Employer and the Successful Bidder.

33.0 SIGNING OF CONTRACT AGREEMENT

- 33.1 The Employer and the successful bidder shall enter into a Contract Agreement (the Form of Agreement is placed at Annexure-V) within 28 days after the successful bidder (hereinafter called the Contractor) receives the Letter of Acceptance, unless they agree otherwise, subject to furnishing the performance security as laid down in ITB Clause-34 before signing the Agreement with the Employer.
- 33.2 Upon issue of 'Letter of Acceptance' to the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Earnest Money Deposit/Bid Security.

34.0 SECURITY DEPOSIT

- 34.1 Within 15 days of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the Employer a security deposit in the form of Bank Guarantee for an amount equivalent to 5% of the Contract Price valid for the period of 45 days after the expiry of defect liability period of 36 months. Following conditions DLP is not considered for patch work. (1) Patch work done above drainage break down work repaired work, drainage work or any other repairing work. (2) Hand laying patch also not consider. Hand laying patch means (a) Paver movement is not possible. (b) Patch width less than 3m and length of patch less than 20m. (3) Any patch work damage due to proble of base work settlement.
- 34.2 The performance security shall be in the form of a Bank Guarantee in the name of the Employer, from Ahmedabad / Gandhinagar branch of any Banks mentioned in the clause no. 18.2 of this tender documents.
- 34.3 This security deposit shall be released only after the submission of performance bank guarantee @ 5% of final bill amount including price variation.
- 34.3 Interest @ 4 % per annum shall be deducted from contractor in case of late submission of Bank guarantee or late renewal of bank guarantee for the number of days delayed for submission or discontinuity of the bank guarantee.
- 34.4 Bank Guarantee to be submitted in the prescribed format enclosed and shall be same verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.

- 34.5 Failure of the Successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 34.6 In case of any contract amendment during execution of the contract enhancing value of the contract the BG value shall be enhanced accordingly. Validity of BG shall be commercial terms and conditions of the tender.
- 34.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever may be deducted from Security Deposit. Also in the event of the Contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.
- 34.8 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer – in – charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.
- 34.10 The Bank Guarantee shall be extended within the expiry dates wherever activities as per contract are not completed in all respects.
- 34.9 The Security Deposit less any amount due shall, on demand, be returned to the contractor after 45 days of expiry of Defects Liability Period. No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.
- 34.10 The successful bidder to whom 'LOA' has been issued shall enter into an agreement at Employer's office within 15 days of LOA.
- 35.0 Advance Payment and Security**
The Employer will not provide any advance payment.
- 36.0 Dispute Review Expert**
In case of all the disputes, decision of the Municipal Commissioner, Ahmedabad shall be final and binding to the bidder.
- 37.0 Corrupt or Fraudulent Practices**
- 37.1** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time.
- 37.2** The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Employer may reject any bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- 37.3** Without prejudice to the rights of the Employer under Clause 30 hereinabove, if an bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Employer during a period of 2 (two) years from the date such bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

37.4 For the purposes of this Clause 37, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Works;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
- (f) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the bidding process.

38.0 POLICY FOR TENDER UNDER CONSIDERATION

Tender shall be termed to be under consideration from the opening of the tender until such time any official announcement or award is made. While tenders are under consideration, bidders and their representative or other interested parties are advised to refrain from contracting by any corporation personnel or representative on matters related to the tenders under study. The AMC representative if necessary will obtain clarification on tenders by requesting such information from any or all the bidders, either in writing or through personal contacts may be necessary. The tender will not be permitted to change the substance of his tender after tenders have been opened. This includes any post tender price revision. Non compliance with this provision shall make the tender liable for rejection.

39.0 LITIGATION HISTORY

The applicant should provide accurate information on litigation and/or arbitration resulting from Contractors completed or under execution by him over last five years. If the details of Litigation History are hidden by the Bidder and later on it comes to the knowledge of the Employer, the Bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

40.0 QUOTING RATES:

40.1 The Tenderer shall quote the rate per unit for all items listed in Schedule B in figures as well as in words. Thereafter the system will work out the total amount of each item in Column No. 7 of Schedule B and sum-up the total at the end of column No.7 on each page and on last page of Schedule B. After striking the total of all items, he may give rebate if he desires on the total amount so worked out and thereafter express in the figures, as the net amount of his offer which will be termed as “Tendered Amount”.

- 40.2 Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have any conditions, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tender will have to fill in necessary details online in 'technical bid' and 'price-bid' separately. No such tender shall include more than one work but contracts who wish to tender for two or more works shall submit a separate tender for each work online.
- 40.3 If price-bid contains any conditions, the same shall be rejected outright.

Seal and Signature of the Bidder

Date:

**Add City Engineer
SOUTH WEST ZONE
AhmedabadMunicipal Corporation**

SECTION – III
GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1.0 Definitions

1.1 In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

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

“Commencement Date” means the date on which the Contractor receives from the Engineer the notice to **proceed with** works.

“Time for completion” means the time for completing the execution of the works and passing the tests on completion of the works calculated from the commencement date.

“Contract” means the contract agreement between the Employer and the Contractor to execute, complete and maintain the work as described in details in various documents listed in clause 4 of “ The Contract Agreement “.

“Specifications” means the specification of the works included in Contract and/or modifications/alterations made thereto by Contractor and approved by the Engineer.

“Drawings” means all drawings, calculations, and technical information of a like nature provided by the Engineer to the Contractor.

“Contract Data” means the documents and other information which comprise the Contract.

“Contractor” means a person / corporate body / registered company / consortium of companies who's Bid to carry out the Works has been accepted by the Employer and the legal successors in title to such person / corporate body / registered company / consortium of companies.

“Sub contractor” means any person/corporate body/ registered company/ a consortium of companies to whom a part of the works have been subcontracted with the consent of the Engineer.

“Contractor's Bid” means the priced offer to the Employer for the execution of the works and remedying defects therein in accordance with various terms and conditions set out in the Contract as accepted by “ Letter of Acceptance.”.

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

“Retention money” means the aggregate of all money retained by Employer pursuant to clause 18 of these Special conditions of contract.

“Interim Payment Certificate” means any payment certificate issued by the Engineer other than the final payment certificate.

“Final Payment Certificate” means the certificate of payment issued by the Engineer pursuant to clause 40 of these Conditions of Contract.

A day means calendar days; **months** mean calendar months.

“Defect” means any part of the works not completed in accordance with the Contract.

“Employer” means The Ahmedabad Municipal Corporation and is the party who will employ the Contractor to carry out the Works.

“Engineer” means the person / organisation appointed by the Employer as named in the Contract Data or as informed to the contractor in writing for the purposes of the contract. The Contractor is obliged to accept the Engineer appointed by the Employer.

“Engineer’s Representative” means the person appointed by the Engineer for carrying out such duties and exercising such authority as delegated to him from time to time by the Engineer with written intimation to the Employer and the Contractor.

“Equipment” means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

“Completion Date” means the date arrived at by counting the Contract period (inclusive of any time extensions granted by the Engineer from time to time) after the commencement date.

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

“Site” means the places provided by the Employer where the works are to be executed and any other places as may be specifically designated in the contract as forming part of the site.

“Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

“Works” means permanent works and/or temporary works.

“Similar Works” means pothole/heavy patchwork with milling and filling with cold mix/Hot mix material (Production from Batch mix plant 100-120 TPH only)”

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

“Temporary Works” are works of every kind in or about the permanent works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

“Cost” means all expenditure on or off site properly accounted and incurred or to be incurred including all overheads.

“Writing” means all handwritten or typewritten or printed communication including cable, facsimile, or e mail communication.

- 1.3 Wherever in the contract provision is made for the giving of notice, consent, approval, certificate or determination by any person such notice consent, approval, certificate or determination by any person shall be given in writing unless otherwise specified in the contract. Any such consent, approval, certificate, or determination shall not be unreasonably delayed or withheld.

2.0 Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings and marginal notes have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. All the notices, consents, approvals, certificates, decisions, determinations to be given under this contract by all the concerned parties (Employer, Engineer, and Contractor) shall be given in writing only.
- 2.2 If sectional completion is specified in the Contract Data, The completion date for each section of work is arrived at by counting the period of completion assigned for that section of work from the date of commencement assigned to that section of the work.
- 2.3 The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguities and/or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions thereon and in such event unless otherwise provided in the contract, the priority of the documents forming the Contract shall be as follows:
- (1) The notice inviting bids
 - (2) The Contract Agreement
 - (3) The instructions to Bidders
 - (4) The Letter of Acceptance and notice to proceed with the works
 - (5) The accepted Contractor's Bid
 - (6) The Contract Data
 - (7) The General Conditions of Contract and special conditions of contract
 - (8) The Technical Specifications
 - (9) The Drawings
 - (10) Any other document listed in the Contract Data as forming part of the Contract.

3.0 Language and Law

- 3.1 The language of the Contract shall be English and the law governing the Contract shall be the Law as prevailing in India.
- 3.2 If the Contractor's authorised representative is not in the opinion of the Engineer, fluent in English, the Contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information.

2.0 EMPLOYER'S REPRESENTATIVE OR HIS NOMINEE'S DECISIONS

- 2.1 The persons, duly named in the Contract Data as Employer's Representative, will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 2.2 Except where otherwise specifically stated, the Engineer-in-Charge as mentioned in the Contract Data shall be the Employer's Representative who shall be responsible for supervising the work being performed by the Contractor and administering the Contract.
- 2.3 The Employer's Representative/Engineer-in-Charge may delegate any of the duties and responsibilities to other people (Employer's Representative's nominee / Engineer-in-Charge's nominee) after notifying the Contractor and may cancel any such delegation after notifying the Contractor.

3.0 Communications

- 3.1 A notice shall be effective only when it is delivered (in terms of the Indian Contract Act).
- 3.2 All communications from Engineer's Representative shall have the same effect as though given by the Engineer. The Engineer shall however retain the authority to disapprove any work, materials, or Plant in the event of the Engineer's Representative failing to do so or revoke the decisions/instructions issued by the Engineer's Representative.
- 3.3 All certificates, notices, or instructions to be given to the Contractor by the Employer or the Engineer under the terms of Contract shall be sent by post, cable, fax, and e-mail to or placed at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

3.4 Any notice to be given to Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, fax, or e mail to or left at the respective addresses nominated for that purpose given in contract data.

3.5 Change of address shall be informed to respective parties well in advance.

4.0 Subcontracting

4.1 Except where expressly specified in the Contract, the Contractor shall not subcontract any portion of Work without the approval of the Employer's Representative. Any subcontracting shall not relieve the Contractor from any contractual obligations or responsibility under the Contract.

4.2 The Contractor shall not be required to obtain consent for a subcontract for which the name of the subcontractor and scope of works activities to be performed by him is already stated in the contract or supply of material or engagement of labour.

5.0 Personnel

5.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Bid document to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer 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.

5.2 If the Engineer asks the Contractor to remove a person, without assigning reasons thereof, for his misconduct or inadequacy of technical skills and experience, who is a member of the Contractor's staff or his work force, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

5.3 No residential accommodation is allowed at the site of work. The labour huts shall not be erected on the site of work and contractor shall make his own arrangements to provide such accommodations as per the rules of the local bodies. He shall make his own arrangements for housing, stores, field office etc. He shall submit a site layout plan indicating the location of various site facilities to be created by him at his cost for the execution of work. The Owner shall in no way be responsible for any delay on this account and no claim on this account whatsoever shall be entertained. All Basic amenities shall be provided by the Contractor to Labours as per the prevailing labour Laws.

5.4 Project Manager shall be of a graduate civil engineer having a minimum five years of experience in similar nature work (potholes/heavy patchwork repair work using Milling with Pothole/heavy patch work road repair work done). The Project Manager shall always be available at the site during the actual execution of the work. This is in addition to the number of graduate engineers (of civil and other disciplines as required) who shall be appointed by contractor to execute all items of work.

5.5 **Deleted.**

6.0 Employer's and Contractor's Risks

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

7.0 Employer's Risks

The Employer is responsible for the excepted risks which are 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, or riot, commotion, disorder (unless restricted to the Contractor's employees), natural disaster and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive. Contractor will execute rectification of damaged portions of work due to such risks and Employer shall suitably compensate for works in accordance with the terms and conditions of the contract.

8.0 Contractor's Risks

- 8.1** All risks of loss or damage to physical property and of personal injury, death which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor. Contractor shall rectify damages to works, loss of materials, property, plant and machinery, life etc. at his own costs.
- 8.2** The contractor shall assume all liability, financial or otherwise in connection with his contract and shall protect and indemnify the Employer from any and all damages and claims that may arise on any account. The Contractor shall indemnify the owner against all claims in respect of patent rights, royalties, damages to adjacent buildings, roads or members of public in course of execution of work or any other reason whatsoever and shall himself defend all actions arising from such claims and shall keep the Owner saved harmless and indemnified in all respect from such actions, costs and expenses. The contractor shall be liable for any loss or damage to the Works occasioned by him in the course of operations carried out by him. All such damage (except that arising out of excepted risks defined in clause 11.1 above) to works will be rectified by contractor at his own cost.

11.0 Care of Works, Insurance & Indemnity

- 11.1** From commencement to completion of the work as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage except the loss/damage occasioned by Employer's Risks Clause 9 or Force Majeure Risks Clause 63, which are not insurable as per hereof. He shall be liable for any damage or loss that may happen to the works or any part thereof except the loss/damage occasioned by Employer's Risks or Force Majeure Risks. Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge at Contractor's cost. The re-doing or repair of Permanent Works occasioned by Employer's Risks or Force Majeure Risks which are not insurable shall be paid by the Employer as per variation order provided such a loss or damage could not have been foreseen or avoided by a prudent person.
- 11.2** Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or Plant at Site but not incorporated in the Works or to any person or anything or material whatsoever of either party and the either party shall bear losses and damages in respect of their manpower and materials. As such liability of either parties shall include claims/compensation of the third party also.
- 11.3** Provided, however, in an eventuality as mentioned in sub-clause 11.1 & 11.2 above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
 - (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the Site any debris and so much of the works as shall have been damaged. The cost of such re- execution of the works shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.
- 11.4** Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 11.5** The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party. Provided the same is attributable to the contractor.
- 11.6** The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify

and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.

12.0 Site Investigation Reports

--Deleted--

13.0 Queries about the Contract Data and Contract agreement

- 13.1 The Employer / Engineer in Charge will clarify queries on the Contract Data. These clarifications shall form a part of the Contract and shall be binding on both the Employer and the Contractor.
- 13.2 The Contractor shall enter into and execute the contract agreement to be prepared at the cost of the Employer in the form given in the instructions to bidders

14.0 Contractor to Construct the Works

- 14.1 The Contractor shall with due care and diligence design (to the extent as provided for in the contract), execute and complete the works and remedy the defects if any in accordance with the provisions of the contract, detailed design and drawing for permanent works shall be made available by AMC.
- 14.2 Contractor shall provide all superintendence, labour, materials, plant, contractor's equipments, and all other things as may be required to design, execute, complete, and maintain during defects liability period the works. (Refer clause 14.1 above).
- 14.3 Any defect, error, omission, fault shall be immediately brought to the notice of the Engineer in Charge before or during the execution of the works.
- 14.4 The Contractor shall take full responsibility for the adequacy, stability, safety of all site operations and methods of construction. Contractor shall not be responsible for the design and specifications of the Permanent Works not designed by him.
- 14.5 The Contractor shall be responsible for:
1. The accurate setting out of the Works in relation to original lines, levels, and points of reference given and getting the same approved from the Engineer in Charge.
 2. The correctness of all positions, levels, dimensions and alignment of all parts of the works, and
 3. The provision of all necessary instruments, appliances, and labour in connection with the foregoing responsibilities.
 4. Contractor shall rectify all errors during execution of works at his cost except for the errors that occur due to supply of incorrect drawings or instructions by the Engineer.
- 14.6 The checking and approval by the Engineer of any alignments, levels and setting out shall not relieve the Contractor of his responsibility for accuracy thereof.
- 14.7 The Contractor shall provide and maintain a site office with toilet facility for the Engineer and his staffs for the complete duration of the contract at no cost to the Employer.

15.0 The Works to Be Completed by the Intended Completion Date

- 15.1** The Contractor may commence execution of the Works on the commencement date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer in Charge, and complete them by the Completion Date.
- 15.2** The Employer shall in no way be responsible for either any delay in getting electric and/or water connections for carrying out the work and no claim whatsoever on this account shall be entertained from the contractor. Also contingency arrangement of standby water & electric supply shall be made by the contractor for smooth progress of the work on account of power failure or disconnection for any reason whatsoever it may be. No claim of any kind whatsoever shall be entertained on this account from the contractor. Nothing extra shall be payable on this account.
- 15.3** The Contractor shall provide necessary superintendence matching with working hou` Contractor cannot claim for any extra payment in case there is no work front available due to traffic.

- 15.4** The Contractor shall afford every facility for and every assistance in obtaining the right to access for the Engineer in Charge or any of his representative at all reasonable times to the site or plant and to all workshops, places where materials or plant are being manufactured, fabricated or prepared. If materials, plant or parts of works are manufactured, fabricated or prepared in places not belonging to the contractor, the contractor shall organise necessary permissions from the owners of such facilities for the Engineer to inspect such where materials or plant.
- 15.5** Suspension of work
The Contractor shall, on the instructions of the Engineer, suspend the progress of the works or part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the works or any part thereof so far as is necessary in the opinion of the Engineer in Charge. Unless such a suspension is:
- i. otherwise provided in the contract,
 - ii. necessary by reason of some default or breach of contract by the Contractor or for which he is responsible,
 - iii. necessary by reason of climatic conditions on site or
 - iv. necessary for the proper execution of the work or for safety of the works or any part thereof,
- Following sub clause shall apply.
- 15.6** Effect of suspension.
With reference to clause 15.5 the Engineer shall after due consultations with the Employer and the Contractor determine
- a. The time effect of such suspension on the contract period and
 - b. The cost effect of such suspension on the Contract Price.
- and shall notify the Contractor with a copy to the Employer.
- 16.0** **Safety**
- 16.1** The Contractor shall have full regard throughout execution, completion and defects liability period to following safety aspects and shall take all necessary steps to ensure that danger to safety is avoided all the time in respect of,
- a. Safety of the works
 - b. Safety of the Contractor's employees and all the persons directly or indirectly engaged by him for the works
 - c. Safety of all the employees including persons working on other contracts of Employer at the same site of the Employer and Engineers employees engaged at work site.
 - d. Any authorised third party persons on the site.
 - e. Contractor's plant and equipment
- 16.2** The Contractor shall provide and maintain at his costs all lights, guards, fencing, warning signs, barricading, and cones; when and where necessary, or required by Engineer in Charge or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or other.
- 16.3** The Contractor shall take all reasonable steps to protect the environment on and off the site and avoid damage or nuisance to persons or property of the public and others arising as a consequence of his method of operation.
- 16.4** The Contractor shall maintain in good condition all work throughout execution, completion, and defects liability period. The contractor shall be responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes.
- 16.5** All the scaffolding work, wherever required for the execution of work, shall be provided by the contractor. Nothing extra shall be payable on this account. It shall be provided strictly with double scaffolding system with all the accessories etc. with adjustable suitable working platforms to access the areas, with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to scaffolding.

- 16.6 All temporary warning/ caution boards display such as “Construction Work in progress”, “Keep Away”, “No parking”, “Speed limit”, “Diversion”, etc. shall be provided and displayed during day as well as night time by the contractor, wherever required and as directed by the Engineer. A signboard with project description, Name of client Project, etc. should be displayed at proper locations as directed by the Engineer at no extra cost.
- 16.7 Arrangement of temporary water and electricity and telephone connection required, by him, shall be made by the Contractor at his own cost and also necessary permissions directly from relevant Owners shall be obtained by him under intimation to the Owner. Also all initial and running charges and security deposit, if any in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules and byelaws in this regard.
- 16.8 In any case if any fatal accident (major or minor) occurs due to poor safety precautions, the same shall be completely contractor’s responsibility. All the losses due to such accidents and expenses of legal matters shall be borne by contractor.
- 16.9 The Contractor shall be responsible for maintenance and watch and ward of the complete installation and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Owner against any claim arising out of pilferage / theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after the clearance is obtained from the local authorities from whom temporary electric/ water I telephone connection have been obtained by the contractor.
- 16.10 The Contractor shall depute Site Engineer & skilled workers as required for the work. Necessary protective and safety equipments shall be provided to them by the Contractor at his own cost and used at site.
- 17.0 **Security & Traffic Arrangements**
- 17.1 In event of any restriction being imposed by the Security Staff of Owner, Ahmedabad Municipal Corporation, Government or any other local governing body having control over the project, on the working or movement of labour, materials, the Contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the Contractor on account of such restrictions or instructions. In case of loss of time on this account if any, shall have to be made up by generating additional resources etc.
- 17.2 **General security restrictions are given as under:**
- i. The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authorities.
 - ii. The Contractor shall inform in advance, if required, the truck registration numbers ownership of the trucks, names, and addresses of the drivers for necessary action by the security agency.
 - iii. As and when there will be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.
 - iv. No claim whatsoever will be entertained by the Owner on account of any restriction that can be imposed as per the requirement of the situation.
- 17.3 No inflammable materials including P.O.L. shall be allowed to be stored in huge quantity at site. However, reasonable quantity may be permitted for storage, subject to the compliance of all rules & instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard.
- 17.4 Contractor shall be fully responsible for any person’s injury or death which arises during and in consequence of the performance of the contract. Employer, Engineer, Engineer’s representative shall not be responsible for the same.
- 18.0 **Discoveries**
- Anything of geological or archaeological or other interest or articles of value or antiquity discovered on

the Site shall be the absolute property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them without damages, thefts etc. In carrying out the Engineers instructions to dealing with such articles if the Contractor incurs extra costs or suffers delays, the Engineer shall determine after due consultation with the Employer and the Contractor amounts of such costs and extension of time in accordance with the corresponding clauses of the contract.

19.0 Possession of the Site

- 19.1 The Contractor shall commence the work as soon as is reasonably possible on receipt of the "Commencement of Work Notice" from the Engineer.
- 19.2 The Employer shall give possession of part / parts of the Site to the Contractor from time to time.
- 19.3 Access to site shall also be provided by the Employer to the Contractor in order and manner as set out in the contract to enable the Contractor to commence and proceed with the works in accordance with his construction programme and method of construction.
- 19.4 The site of work shall be always kept clean. The excavated material shall be disposed off as directed by the Engineer, from the premises and all necessary permissions in this regard from the local bodies shall be obtained by the contractor. The rubbish, construction debris etc. shall not be allowed to be collected at site or to be disposed into any public place. The work shall be carried out in such a way that the area is kept clean and tidy without causing any nuisance. Nothing extra shall be payable on this account.

20.0 Access to the Site

The Contractor shall allow the Engineer and any person authorized by the Engineer 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 plant are being manufactured / fabricated / assembled for the works.

21.0 Instructions

The Contractor shall, unless it is legally or physically impossible, execute and complete the works and remedy defects therein in strict accordance with the contract to the satisfaction of the Engineer. The Contractor shall comply and adhere to the Engineer's instructions on any matter, whether mentioned in the contract or not, concerning the works. The Contractor shall take instructions only from the Engineer (or his delegates).

22.0 Settlement of Disputes:

In case of all the disputes, decision of the Municipal Commissioner, Ahmedabad shall be final and binding to the Bidder.

23.0 Avoidance to damage of roads.

The Contractor shall ensure that no damage to roads and bridges on the route to the sites occurs due to him or his subcontractor's traffic. He shall ensure minimum possible hindrance to the traffic movements on public roads and bridges due to his materials, plant, temporary works etc. No materials shall be stacked on public roads and thoroughfares. The damaged/dug/excavated road shall be reinstating during construction within a period of 3 days on completion of activity to its original condition.

24.0 Transport of Contractor's equipment

The Contractor shall specifically notify the Employer and the Engineer in case he plans to transport materials, equipment, plant etc. which might induce such loads on roads and bridges en route to site for which the roads and bridges are not designed. In every such case the Contractor shall carry out all such strengthening works as may be necessary to ensure the safety of the roads/ bridges. All such works should be approved by the Engineer in writing. The Contractor, despite the strengthening measures and written approval by the Engineer, shall be responsible for the safety of the roads and bridges as well as his own plant, materials and equipments.

25.0 Opportunities and Facilities for other Contractors Opportunities:

25.1 The Contractor shall afford all reasonable opportunities to,

- a. any other contractor and his workmen engaged by the Employer
- b. the Workmen of the Employer
- c. Workmen of any other agency permitted by the Employer to work in or around the site of works.

25.2 Facilities:

- d. Make available any roads or ways for the maintenance of which the Contractor is responsible.
- e. Permit the use of any temporary works or Contractors Equipment on site. (to be charged wherever applicable).
- f. Provide any other services of whatsoever nature (to be chargeable wherever applicable.)

26.0 Contractor to keep site clean:

During the execution of the work, the Contractor shall keep the site clean. All wreckage rubbish, excess materials, temporary works no longer required will be removed from site immediately.

27.0 Clearance of site on completion:

The Contractor shall clear away and remove all Contractors equipment, surplus materials, rubbish, temporary works of every kind, except those Contractors equipment, surplus materials, rubbish, temporary works that may be required by him during the Defects Liability period and leave the site clean and in a workmanlike condition to the satisfaction of the Engineer on issue of the Taking Over Certificate.

B. TIME CONTROL

28.0 Programme

28.1 The Contractor should plan the work to be executed round the clock without violating labour and environmental control norms specified by the governing bodies (National, State and local) without disturbing and stopping normal traffic.

28.2 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for his consent a Programme showing the general methods of construction, arrangements, order, and timing and sequence for all the activities including traffic diversion, resource schedules including material, manpower and machinery and equipment scheduling monthly cash flow forecast and any other details the Engineer may require.

28.3 If at any time it should appear to the Engineer that the actual progress of works does not confirm to the programme to which consent has been given as per clause 28.2 above, the Contractor shall produce, at the request of the Engineer, a revised programme showing modifications to the programme consented to under clause 28.2 above necessary to ensure completion of works within the Time for Completion.

28.4 If the Contractor fails to submit such a revised programme, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount in all future payments until the date on which the revised Program is submitted.

28.5 The Engineer's consent to the Program shall not relieve the Contractor from his duties and responsibilities under the contract.

28.6 The Engineer shall monitor the rate of progress of work. In case the Engineer finds that the rate of progress of work is too slow to comply with the Time for completion, he shall notify the Contractor who shall thereupon take necessary steps to expedite progress. No extra payments on account of such actions shall be due to the Contractor.

29.0 Time for completion and Extension of the Intended Completion Date

29.1 The whole of the works, and if applicable any section of the works required to be completed within a particular time as stated in the Contract data, shall be completed within the stipulated time for the whole of the works or the Section (as the case may be) calculated from the Commencement Date, or such extended time as may be allowed under following sub clauses.

29.2 The Engineer shall, after due consultation with the Employer and Contractor, determine the amount of extension of time for completion to which the Contractor becomes fairly entitled in the event of

- i. Amount and nature of extra work
- ii. Any cause of delay referred to in these conditions
- iii. Exceptionally adverse climatic conditions
- iv. Any delay, impediment or prevention by the Employer
- v. Other special circumstances which may occur, other than through a default or breach of contract by the contractor

The Engineer shall notify the Contractor about all such extension of time with a copy to the Employer.

29.3 The Engineer shall however not be bound to make any determination unless the Contractor

- a. has notified the Engineer within 28 days of occurrence of event
- b. has furnished detailed particulars of the extension of time arising out of such an event within 28 days of the issue of notice of occurrence of the event.

30.0 Delays Ordered by the Engineer

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. These delays shall be suitably compensated for time in accordance with the provisions of the Contract and no compensation for cost shall be payable to the contractor on this account.

31.0 Management Meetings

31.1 Either the Engineer 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 The Engineer 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 the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32.0 Early Warning

32.1 The Contractor is to warn the Engineer 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. The Engineer 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 the Engineer 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 the Engineer.

C. QUALITY CONTROL

33.0 Identifying Defects

- 33.1** The Employer's Representative or his nominee, either themselves or through Employer's authorized Quality surveillance personnel, shall check the quality of Contractor's Works including design, procurement, manufacture, fabrication, construction, erection, testing and commissioning activities, commensurate with Employer's QA (Quality Assurance) program stated in the Contract and notify the Contractor of any Defects that are found. Such checking whether carried out at Site or at any other place of work shall not affect the Contractor's responsibilities.
- 33.2** The Employer's Representative or his nominee or Employer's authorized quality surveillance engineer may instruct the Contractor to search for a Defect at any stage of an activity and to uncover and test any work that the Employer's Representative or his nominee considers may have a Defect.
- 33.3** The Contractor shall establish the Quality Control/Quality Assurance Systems and facilities and shall at all time provide to the Employer reports about such checks and inspections.

34.0 Tests

- a. If the Engineer instructs the contractor to carry out a test not specified in the specification to check whether any work has any defect or not, contractor shall perform the same and submit the results to the Engineer at his own cost.
- b. The contractor has to carry out the testes of all items as per the criteria mentioned in 5th Revision of MoRTH / IS CODE / IRC as mentioned in the specifications.

35.0 Correction of Defects during Defects liability period

- a. The Engineer 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.
- b. Every time notice of a defect is given, the contractor shall correct the notified defect within the period of time specified by the Engineer's notice.

36.0 Uncorrected Defects during Defects liability period

- 36.1** If the Contractor does not rectify or correct a defect within the time specified in the engineer's notice, the engineer will assess the cost of having the defect corrected, and the contractor will bear the costs of such defective work as well as all works carried out over such defective work until the defect is removed to the satisfaction of the Engineer. The cost of such defective work will be recovered from the bank guarantee submitted against performance for defect liability period.
- 36.2** Only the defects liability certificate referred to in following clause shall be deemed to constitute the approval of the works.
- 36.3 Defects Liability Certificate:** The Defects liability certificate shall be given by the Engineer in Charge to the Employer, with a copy to the Contractor, within 28 days of the expiry of the Defects Liability Period. The Contract shall remain incomplete until issue of the Defects Liability Certificate.
- 36.4** The defects Liability Certificate shall mention clearly that the Contractor has completed his obligations to execute and complete the works and remedy defects therein to the satisfaction of the Engineer.
- 36.5 Unfulfilled obligations:** Despite issuance of the Defects Liability Certificate, the contract between the Employer and the Contractor shall remain in force in respect of unperformed obligations incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate.
- Manual for maintenance during defect liability period is attached as Annexure-X

D. COST CONTROL

37.0 Bill of Quantities

- a. The schedule-B shall contain Memorandum showing items for the construction, installation, testing, and commissioning work to be done by the Contractor.

- b. The quantities stated in the schedule B are estimated quantities. The Contractor shall be paid only quantities calculated after taking measurements of executed work. The rate stated in the schedule B for each item of work shall apply. The works shall be measured by the Contractor jointly with the authorised representative of the Engineer and all particulars required by the representative of the Engineer shall be supplied by the contractor.
- c. The work shall be measured net. No allowance for general or local custom, working space etc. is to be made.

38.0 Variations

~~--Deleted--~~

39.0 Extra Items

39.1 The basis for the valuation of variations for addition to the Contract Price shall be as follows in the same order of priority.

- a) Variations in the quantities of work in schedule of quantities shall not vitiate the contract.
- b) The contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge.
- c) Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- d) The price variations on extra item will not be given.
- e) In case of other non tender items following procedure shall apply.

39.2 If any extra item crops up during the progress of work the same shall be carried out by the Contractor and he shall be paid at the rate fixed by Employer which shall be fixed as IoNORTH of the rates derived by rate analysis based on the following three methods. , the priority of the documents forming the Contract shall be as follows:

- (i) If the extra item is included in the S.O.R. of Road & Building Department, Year 2015-16, the rate of extra item shall be that rate and premium (above or below) quoted by contractor.
- (ii) Rate analysis based on prevailing Govt. of Gujarat's SOR rates.
- (iii) Rate analysis based on current market rates. This shall be based on
 - The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Contractors profit.
 - The overheads shall be taken at 5 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery, and equipment, the cost of all temporary and incidental works.

39.3 In case of the rate is to be derived from prevailing market rate, the Contractors profit shall be taken at 10 % of the final rate derived.

39.4 In the event of disagreement, the Engineer in Charge shall fix such rates and prices as are, in his opinion appropriate and shall notify the Contractor accordingly with a copy to the Employer.

39.5 The Engineer shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Employer, the Contractor, and the Engineer.

39.6 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

40.0 Payment Certificates

40.1 The Contractor shall submit to the Engineer a monthly statement after the end of each calendar month in hard copies and soft copy on CDs each signed by the Contractors authorised Representative in such form as the Engineer may prescribe from time to time. The Monthly Statement shall state

- The amount to which the Contractor is entitled.
- The value of the permanent works executed.

- Other sums such as secured advance payments, day works payments, price escalation payments, and mobilisation advance.
- Any other sums to which the Contractor may consider himself entitled.

40.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify for payment vide an Interim Payment Certificate the amount to be paid to the Contractor after taking into account any credit or debit for the month a) in respect of materials for the works in the relevant amounts and b) under various conditions set forth in these Conditions of Contract and stated in brief in the Contract Data.

40.3 The value of work executed shall be determined, based on measurements by the Engineer.

40.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

40.5 The value of work executed shall also include the valuation of Variations and Compensation Events.

40.6 The Engineer / Employer 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.

40.7 The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

40.8 No payment shall be recommended by the Engineer through Interim Payment Certificate until he is fully satisfied that

- All premiums towards the various insurance policies taken by the Contractor in accordance with these General Conditions of Contract are paid.
- Contractor has obtained the labour licences and PF code numbers for site staffs and workers`

41.0 Payments

41.1 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 the Engineer.

41.2 If an amount certified is increased in a later date certificate due to corrections in previous certificates or as a result of an award from disputes review experts, Contractor shall be paid such amount only. The Contractor shall not be paid any interest upon such delayed payment.

41.3 Items of the work for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41.4 All payments shall be made in Ahmedabad.

42.0 Taxes and duties

42.1 The rates are inclusive of all the prevailing taxes and duties of the NORTH, State and Local Governing bodies prevailing on the date of award of the contract. The Contractor will have to pay all such taxes and duties for the performance of this Contract. The Employer will deduct from the Contractor's monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law.

42.2 The Contractor shall keep himself fully informed of all acts and laws of the NORTH & State and local Governing bodies, all orders, decrees of bodies, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed, and anything related to carrying out the work. All the bye-laws lay down by AMC/AUDA and any other local bodies while executing the work shall be adhered to. All taxes of local bodies shall be borne by the contractor. The Contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for the material, plants, equipments etc. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. He shall protect and indemnify the Owner and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree, whether by himself or by his employees or his authorised representatives. Nothing extra shall be payable on these accounts.

43.0 Labour Welfare Cess

As per circular No. GHR/2005/04/CWA/2004/841/M-3 dt. 3/1/05 and G.R. No. CWA/2004-1831-M(3) dt. 9/12/05 issued by G.O.G. 1 % cess tax (non-refundable) shall be deducted from every bills which shall be deposited to Govt. Labour Department for Labour welfare fund.

44.0 Currencies

All payments shall be made in Indian Rupees.

45.0 Advance Payment

No Advance Payment shall be made.

46.0 Cost of Repairs

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

E. FINISHING THE CONTRACT

47.0 Completion

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

48.0 Taking Over

48.1 When the whole work have been substantially completed and have satisfactorily passed all tests on completion prescribed by the contract, the Contractor may give a notice to that effect to the Engineer in charge, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed as a request by the contractor to the Engineer to issue a Taking over Certificate in respect of the works. The Engineer shall, within 21 days of the delivery of such a notice, either issue to the Contractor with a copy to the Employer, a Taking over Certificate, stating the date on which, in his opinion, the work were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor, specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such certificate. The Engineer shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after the instruction and before completion of the works specified therein. The Contractor shall be entitled to receive such taking over certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

○ Taking over of sections or parts:

48.2 Similarly, in accordance with the procedure set out in the sub clause 48.1, the Contractor may request and the Engineer shall issue a Taking over certificate in respect of:

1. Any section in respect of which a separate Time for Completion is provided in the Contract data,
2. Any substantial part of the permanent works, which has been both completed to the satisfaction of the Engineer and, otherwise than provided for in the contract, occupied or used by the Employer, or
3. Any part of the permanent works, which the Employer has elected to occupy or use prior to completion.
4. The Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of Permanent Works during the Defects Liability Period.

49.0 Surfaces requiring reinstatement:

Any ground or surface requiring reinstatement at the time of issue of Taking over Certificate for the whole of the works shall be reinstated by the Contractor without any extra costs even if the Engineer has issued a Taking over Certificate in respect of section or part work wherein is included such ground or surface requiring reinstatement.

50.0 Defects Liability Period

- 50.1 "Defects Liability Period" as stated in the contract data means the period calculated from:
The date of completion of the work certified by the Engineer in accordance with Clause 47 and its sub clauses of these conditions of contract.
- 50.2 Completion of outstanding work and remedying defects:
- a. The contractor shall complete the outstanding work with due diligence. All such work as listed by the Engineer at the time of issue of "Taking over Certificate" and also.
 - b. The contractor shall execute all such work of amendment, reconstruction and remedying defects, shrinkages or other faults as the Engineer may, during the defects liability period or within 14 days of its expiration, as a result of an inspection made by or on behalf of the Engineer, prior to its expiration, instruct the contractor to execute.
- 50.3 Costs of all works referred to in clause 50.2 above shall be borne by the contractor.
- 50.4 During the Defect Liability period, it shall appear to the Engineer-in-charge or his subordinates that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a inferior quality, or other- wise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may be.
- 50.5 Failing which within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding ten days, in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained or as the case may be at the risk and expense in all respects of the contractor.
- 50.6 Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Municipal Commissioner may deem fit.

51 Termination

- 51.1 The Employer shall be entitled to terminate the contract if the contractor:
- (a) Fails to carry out any obligation under the contract.
 - (b) Without reasonable excuse fails –
 1. To commence the works on site within the period stated in the Appendix to Bid after receipt by him of a Notice to this effect from the Engineer/Employer after signing the agreement or
 2. To proceed with the works, or any section thereof, within 28 days after received notice
 3. Has failed to comply with a notice issued or an instruction issued within 28 days after having received.
 4. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract.
 5. Sub-contracts the works or assigns the contract without the specific prior written permission of the engineer.
 6. Has failed to furnish the required securities or extension thereof in terms of the contract.
 7. Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or

manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts of event.

- 51.2 In any of these events or circumstances, the Employer may, upon giving 14 days notice to the contractor, terminate the contract and expel the contractor from the site. However, in the case of sub-paragraphs (h), the Employer may be notice terminate the contract immediately.
- 51.3 The Employer's decision to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise.
- 51.4 After termination, the Employer may complete the works and/or arrange for any other entities to do so. The Employer and these entities may then use any goods, contractor's documents and other design documents made by or on behalf of the contractor.
- 51.5 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.6 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
 - (b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) The contractor fails to fulfil requirements stated in clause 9.0;
 - (d) the Engineer 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 the Engineer;
 - (e) the Contractor does not maintain a security which is required;
 - (f) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data;
 - (g) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
 - (h) 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."
- 51.7 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.
- 51.8 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 51.9 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible and handover the site to the Employer including all materials and plant and equipment existing there upon.

52 Payment upon Termination

- 52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. 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.

- 52.1** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer 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 costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

53 Default of Contractor:

- 53.1** If the Contractor enters into voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to execute the contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator appointed over any substantial part of his assets, or if, under any law or regulations relating to reorganisation, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolution passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the Contractor's assets, or if any act is done, or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened the sub clause regarding assignment and subletting or has an execution levied on his goods, or if the Engineer certifies to the Employer with a copy to the Contractor, that, in his opinion, the Contractor:
- a. has repudiated the Contract,
 - b. without reasonable excuse has failed
 - i. to commence the Works in accordance with sub clause 17.1 or
 - ii. to proceed with the Works, or any section thereof, within 28 days after receiving notice pursuant to sub clause 29.3 and 29.4,
 - iii. to comply with a notice issued pursuant to sub clause 37 within 28 days after having received it, or an instruction issued pursuant to sub clause 38 despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract or,
 - iv. has contravened sub clause regarding sub contracting, then the Employer may, after giving 14 days notice to the Contractor, enter upon the site and the Works, and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract,, and may complete the works, or employ any other contractor to complete the Works. The Employer or such other contractor may use the Contractor's equipment, Temporary Works, or material as he or they may think proper.
- 53.2** Assignment of benefit of agreement: Unless prohibited by law, the Contractor shall, if so instructed by the Engineer, within 14 days of such entry and termination referred to in clause 59.1 above assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the contract, which the Contractor may have entered into.

F. GENERAL DESCRIPTION OF SCOPE OF WORK

54.0 Scope of work, Planning and Site Condition

- 54.1** The scope of work and explanatory notes given are neither complete nor exhaustive but are added to assist the Contractor to understand the project. The detail scope is as described in the Bill of Quantity and specifications. However any item of work required to be carried out for proper and satisfactory completion of work with the highest standard of workmanship is deemed to be included in the scope of work whether or not it is specifically included in the BOQ.

- 54.2 Standard bench marks of required numbers shall have to be established by contractor before commencement of the work and connected to the nearest GTS bench mark according to which, whole work shall be carried out. The Contractor shall establish reference benchmark at intermediate suitable spots with reference to these benchmarks or as may be directed. The maintenance of all these BM, till completion shall be the responsibility of the contractor.
- 54.3 The Contractor shall be solely responsible for the true and proper setting out of the alignments and for the provision of all necessary instruments, at any time during the execution of the work. In case of any error regarding location, levels, dimensions, or alignment of any part of the work, the Contractor on being required to rectify such errors as may be pointed out by the Engineer, shall at his own expense do so, to the satisfaction of the Engineer. The checking of any setting out of any line or level by the Engineer or his representative shall not, in any way, relieve the Contractor of his responsibilities for the correctness thereof. The Contractor shall carefully protect and preserve all benchmarks, site nails, pegs, reference pillars, and other measures used in setting out of the work.

56.0 Housing, Water Supply and Drainage etc.
--Deleted--

56.0 Materials

- 56.1 All materials Plant and equipment and workmanship shall be:
- a) of the respective kinds described in the contract and in accordance with the Engineers instructions and
 - b) Subjected from time to time such tests as the Engineer may require at place of manufacture, fabrication, or preparation, or on the Site OR at such other place or places as may be specified in the contract or at all or any of such places.
- 56.2 All Contractors materials, plant, machinery and equipment shall be deemed to have been exclusively brought to site for the execution of the works and shall not be removed from site without the consent of the Engineer.
- 56.3 Employer shall not be liable for damage to Contractors equipment at any time unless otherwise expressly stated in the contract.
- 56.4 The coarse aggregates for concrete works shall be procured from Sevaliya quarries (black trap chippings) or equivalent confirming to IS 383 and as per MORTH. The suitability of the same for the required quality, quantity, transport facilities for the same etc. may be ascertained by the bidder themselves before tendering and rates be quoted accordingly. Gravel shall not be permitted.
- 56.5 All samples shall be supplied and tested by the Contractor at his own cost.
- 56.6 The cost of all tests shall be borne by the Contractor except the tests that are required by the Engineer are clearly beyond the Contractors obligations of proving the quality and workmanship standards of all materials, equipment, plants and Works. The Engineer shall determine the costs and time effects of such tests that are not a part of the Contractors obligations.
- 56.7 The Contractor will have to make his own arrangement for plants, equipments, and machinery to be used in the execution of this work well in time after award of the contract and as per work program given by him.
- 56.8 Contractor shall give Engineer a 24 hours notice for inspection of works or witnessing of test. The Contractor shall proceed with the works or tests in case the Engineer does not attend. Such tests and shall be deemed to have been carried out in the presence of the Engineer.
- 56.9 The Engineer may reject such material, plant, part of the works which are defective and/ or otherwise not in accordance with the contract and notify the Contractor. The notice shall state the Engineers objections and reasons. The Contractor shall then promptly rectify the defect or ensure that rejected materials or plant are not used in the Works. In case the Contractor wishes to retest such materials, plant or works

declared defective by the Engineer, he has to bear the time, and cost effects of such retests as mutually agreed with the Employer in consultation with the Engineer.

- 56.10 The Contractor shall have to make his own arrangement to get the power supply from concerned electric authority. The costs of electrical charges are to be borne by contractor.

60.0 Labour Employment

- 60.1 Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and their payment, housing, feeding and transport.
- 60.2 Contractor shall furnish the Engineer every week during the progress of the works, classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labour shall be given in the prescribed form if asked by AMC.
- 60.3 The Contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act, 1979 and the contract labour (Regulation and Abolition) (Gujarat) Rules, 1972 and other acts as amended from time to time so far as applicable from time to time.

61.0 Royalties

The Contractor shall pay all royalties for getting construction materials required for the Works.

62.0 Urgent Remedial work:

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during defects liability period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable by the Employer from the Contractor, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of emergency as may be reasonably practicable, notify the Contractor thereof.

63.0 Force Majeure

Neither party shall be liable to the other for any loss of damage occasioned by or arising out of acts of god, and in particulars, unprecedented Floods, volcanic eruption earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

64.0 Changes in Cost and Legislation

There shall be no addition or deduction from the Contract Price due to changes to any National or State Statute, Ordinance, Decree, Law, Regulation, or byelaw.

65.0 Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or NORTH Government or local authority and any other labour law (including rules) regulations, bye laws

that may be passed or notification that may be issued under any labour law in future either by the State or NORTH Government or the local authority. Salient features of some of the major labour laws that are applicable to 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 there under, 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 non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Engineer or his nominee shall also have 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 of time.

66.0 Salient features of some major laws

- (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 at 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 @ 12%/8.33%. The benefits payable under the Act are:
 - (i) Pension to family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/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 labor.
- (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 Buildings, Roads, Runways are scheduled employment.
- (g) Payment 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 worke`
- (h) Equal Remuneration 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 matters of transfers, training and promotions etc.
- (i) Payment 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 ` 3500/- per month or less. The bonus to be paid to employees getting ` 2500/- per month or above up to ` 3500/- per month shall be worked out by taking wages as ` 2500/- per month only. The Act does not 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 resolution 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's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and NORTH 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 same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employee` The Trade Union registered under the Act has been 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 processes 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, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon 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 construction 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 work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:- The Act lays down the procedure for approval at 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 more persons without the aid of power engaged in manufacturing process.

67.0 Contractor's own responsibility

The contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions, and alignment of all parts of the structures as per instructions given to him. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the Engineer in charge. The contractor shall be required to construct before starting the works and maintain till the end of the defect liability period, the temporary bench marks at regular interval preferably at the interval of 100m. Longitudinally all along the stretch as per the design as approved by Engineer in Charge. The Contractor shall not be paid extra for constructing and maintaining the temporary bench marks.

68.0 Overpayment & Underpayment

- 68.1 Whenever any claim Fifth's payment of a sum to the Municipal Corporation arises out of or under this Contract against the contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Municipal Corporation or from any sum due to the contractor with the Municipal Corporation (which may be available with Municipal Corporation), or from his retention money, or he shall pay the claim on demand. The Municipal Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.
- 68.2 The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by the Contractor.
- 68.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Municipal Corporation from the contractor by way of all the means prescribed above or if any under payment is discovered by the Municipal Corporation, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the Municipal Corporation on any other contract account whatsoever.

69.0 Lien

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may be or become due and payable to the contractor. If any lien or claims remaining, unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all cost and reasonable expenses.

70.0 Setting out work

--Deleted--

71.0 Materials obtain from dismantling

--Deleted--

72.0 Abnormal rates

--Deleted--

73.0 Action and compensation in case of bad workmanship

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound imperfect or unskilled workmanship or otherwise not in accordance with the contract shall, no demand in writing from Engineer-in-charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work, specified and in the event of failure to do so within a period to be specified by Engineer-in-charge in his aforesaid demand, contractor shall be liable to pay compensation as directed by Engineer. while his failure to do so continue and in the case of any such failure the Engineer-in-charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with

other at the risk and cost of the Contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive

74.0 Dispute to be referred to Arbitrator

The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred an independent Arbitrator appointed by AMC as far possible in consultation with the agency if it is necessary and such disputes shall be settled in accordance with the arbitration and conciliation Act. 1996.

- (i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause –5.
- (ii) The reduction in rates made by the Engineer-in-charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.
- (iii) The rate of part of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-charge under clause 14 and the rates for which is to be determined under the said clause 14.
- (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-charge under clause 15 and/or amount of compensation payable to the contractor under the said clause for loss in respect of such materials.
- (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of this failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
- (vi) The reduction of rates as may be fixed by the Engineer-in-charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimates and assessed under clause 23.
- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirement of the Engineer-in-charge in case where there are no specifications.
- (ix) The awards declared by the arbitrator shall be speaking award giving reasons and calculations to every item of claims. The decision will have to be implemented by all the concerned.
- (x) In case of dispute leading to the contractor or Ahmedabad Municipal Corporation approaching on Court of Law. It shall be within the jurisdiction where the site of work is situated.

The reference to arbitration proceeding under this clause shall not:

- i) Entitle the contractor to stop the Affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance, of notice given to the contractor under clause 15.
- iii) Progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

75.0 Drawings and Photographs of the Works

75.1 The contractor shall do photography/ videography of the site as and when asked by AMC. No separate payment will be made to the contractor for this. . The contractor shall have to submit the same in hard copy as well as soft copy as and when demanded by the AMC.

75.2 No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken, or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ videography shall be published or otherwise circulated without the approval of the Engineer in writing.

Seal and Signature of the Bidder

Date: SOUTH WEST ZONE

Add city Engineer

Ahmedabad Municipal Corporation

SECTION – IV TECHNICAL - SPECIFICATIONS

DETAILS OF MANUFACTURERS/SUPPLIERS OF COLD MIXES

RECOMMENDED PROCEDURE:

Repairing of Road Potholes using Coldmix Patching Material made as per IRC 116:2014 Step –I:- Using the high volume blower, the patching machine easily

Blow all loose debris and even water from pothole; cleaning it, and preparing the hole for an effective patch.

Step-II:- The coldmix made as per IRC 116 :2014 Specification should then be filled in the patch to required level cleaning of potholes, placing and compacting the mix, sprinkling sand to prevent pick up by traffic and documentation of patches, with all leads and lift complete in all respects as per direction of engineer-in-charge.

1. MATERIALS REQUIRED

1. Scope

The material shall consist of plant mixed readymade cold patching bituminous mixture composed of mineral aggregate coated with bituminous material as per IRC 116:2014. The material shall be capable of being stocked for at least six months without stripping and shall be workable at all times. This material is intended for patching potholes up to 75 mm (3 inches) deep. For deeper potholes, patching mix shall be placed and compacted in 75 mm thick layers.

2. Materials

Bitumen

Medium Curing Cutback Bitumen MC-800 conforming to Indian Standards Specification IS:217 Specification for Cutback Bitumen shall be used in preparing the patching mix and shall be supplied by a certified manufacturer of this product. For proper mixing, the bitumen shall be heated.

Coarse Aggregate

The coarse aggregate shall consist of crushed rock, crushed gravel or other hard material retained on 2.36 mm sieve. It shall be clean, hard, durable and cubical shape, free from dust and soft organic and other deleterious substances. The aggregate shall satisfy the physical requirements.

2.2.2. Where crushed gravel is proposed for use as aggregate, not less than 90% by weight of the crushed material retained on 4.75 mm sieve shall have at least two fractured faces resulting from crushing operation.

TABLE 1. Physical Properties of Coarse Aggregate

Property	Test	Requirement	Test method
<i>Cleanliness</i>	Grain size analysis	Max. 2% passing 0.075 micron	IS 2386 Part I
<i>Particle shape</i>	Flakiness & Elongation Index (combined)	Max. 40%	IS 2386 Part I
<i>Strength*</i>	Los Angeles Abrasion Value	Max. 40%	IS 2386 Part IV
	Aggregate Impact Value	Max. 30%	IS 2386 Part IV
<i>Durability</i>	Soundness (Sodium or Magnesium), 5 cycles		
	Sodium Sulphate	Max. 12%	IS 2386 Part V
	Magnesium Sulphate	Max. 18%	IS 2386 Part V
<i>Water absorption</i>	<i>Water absorption</i>	Max. 2%	IS 2386 Part III

*The coarse aggregate may satisfy either of the two strength tests.

Fine Aggregate

Fine aggregate shall consist of crushed mineral material passing 2.36 mm sieve and retained on 75-micron sieve. It shall be clean, hard, durable, and free from dust and soft organic and other deleterious substances. No natural sand shall be permitted.

2.4. Composition of Mixtures

When tested in accordance with IS: 2386 Part I (wet sieving method), the combined aggregate gradings shall fall within the limits shown in Table 2. As far as possible an aggregate with water absorption of 1.0 or less shall be used. The amount of residual bitumen binder (total cutback bitumen minus diluent such as kerosene) in the mix shall be as shown in Table 3. The ready-made patching mix shall be rejected if it does not meet the grading (especially the 0.075 mm sieve) and the minimum residual bitumen content. The produced mix shall be tested by an independent approved testing laboratory before its acceptance by the Engineer.

Table 2. Gradation of Stockpile Patching Mix

Sieve size, mm	Percent passing
9.5	100
4.75	40–100
2.36	10–40
1.18	0–10
0.075	0–2

Table 3. Minimum Residual Bitumen Content by Weight of Mix

Aggregate water absorption, %	Minimum residual bitumen content, %
Less than 1.0	4.5
1.1 to 1.5	5.0
1.6 to 2.0	5.5

Based on the characteristics of the aggregate and the performance of the mix, the Engineer can specify amount of residual bitumen higher than that shown in Table 3.

The contractor shall ascertain from the supplier of MC-800 as to how much residual bitumen it contains. For example, if the MC-800 contains 80% bitumen and 20% kerosene and a total of 6.0% MC-800 is used by weight of the mix, the residual bitumen content in the mix will be 4.8 percent.

Acceptance of Mixture

The composition of the produced mix (gradation and bitumen content) shall be tested by an independent, approved testing laboratory before acceptance by the Engineer. Before conducting the bitumen extraction test to determine residual bitumen content in the patching mix, the sample shall be cured completely to remove all kerosene. Curing shall be done as follows. Place the loose mix in an open metal container and heat slowly on a hot plate with frequent stirring until a constant weight is achieved.

The following two tests shall be performed by the contractor (in presence of a Department representative) on the mixture, freshly prepared or taken from a stock pile or sealed bag at any time during its storage life (usually 6 months).

- Water Resistance Test (See Annexure I, Test C)
- Workability Test (See Annexure I, Test D)

The water resistance test would indicate whether the patching mix has a potential for stripping in the pothole in presence of water. If the mix fails this test, it means a proper type and/or amount of an anti-stripping agent has not been used in the bituminous binder.

If the mix fails in workability it could be due to improper bitumen type, low bitumen content, excessive fines or improper gradation. Even one-half percent lower bitumen content can make the patching mix unworkable and useless.

Stocked patching material may be rejected, at any time during the six month period if, in the opinion of the Engineer, the patching material has stripped (more than 10% uncoated particles) or otherwise become unfit or unworkable for use.

Since the mix contains volatile kerosene it is not safe to store the loose mix or sealed bags in a closed building/warehouse. Store under an open shed or in a well ventilated warehouse. No open flames shall be allowed in the vicinity of the stored mix.

Mode of Payment:-

The Payment to the Contractor will be on the per Sq. Mt. Basis. The Surface area of the Pothole / Bad patch to be repaired will be measured. The rate quoted for the respective item depending on the Depth of the Repaired Pothole / Bad patch will be applied.

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

SECTION-VI QUALIFICATION INFORMATION

1. The information to be filled in by the Bidder in these statements & supporting documents submitted in physical form will be used for the purpose of pre qualification as provided in Clause 4 of the Instructions to Bidder.
2. All statements given hereunder shall be submitted by bidders on their original letter pads only with stamp of firm of bidder and sign of the bidder.
3. Photocopy of any statements shall not be considered as valid document.
4. Information / Details to be submitted by the Bidders in the Performance mentioned under Statement no 1 to 6. All the documents submitted in the support of these statements shall be duly
attested and certified true copy.

STATEMENT NO.-1

PLANT & EQUIPMENT PROPOSED TO BE DEPLOYED BY THE APPLICANT FOR USE ON THE ROAD WORK.

(Contractor has to submit these details only for the Machineries and Equipments that he intends to provide for this work.)

Sr. No.	Name of equipment	Total Requirement			Equipment on hand (owned)			Equipment to be procured		
		No. of Units for the projects	Kind and make	Capacity	No. of each	Year of Manu. & present condition	Name of owner	No. of each	Capacity	Through Purchase/ Lease
	Cold/Hotmix Manufacturing plant- 1 Nos.									
	Surface Compactor 02 Nos.									

Note:

Contractor shall submit the list of above equipments along with proof of Ownership, like R.C.Book/ Purchase Invoice for above equipments. The ownership of 1 injection pothole Patching machine and 2 compactors shall be necessary. The proof of ownership of machine shall be submitted. **Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non-responsive and financial bid shall not be opened.**

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

STATEMENT NO.-2/A

WORK DONE AS PRIME CONTRACTOR DURING LAST SEVEN YEARS

Sr. No.	Name of the project	Name of Employer	Value of the contract	Date of issue of work order	Stipulated date of completion	Actual date of completion	Remarks explaining reasons for delay & work Completed
1	2	3	4	5	6	7	8

Note: Attach certificate(s) from the Employer
(to be given by an officer at the rank of Executive Engineer or equivalent & also
supply original or certified copy in physical form envelop)

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

STATEMENT NO.- 2/B

EXISTING COMMITMENTS AND ON-GOING WORKS

(works for which bids have been submitted and accepted and works which are yet to be completed as on the date 7 days before the last date for bid submission)

Description of works	Name & Address of Employer	Date of work order	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Escalation factor	Escalated value of remaining work during completion period of work for which bids are invited	Anticipated date of completion

- Note: (1)** Attach work order copy or certificate (s) from the Engineer(s)-in-Charge of the rank of Executive Engineer or equivalent & also supply original or certified copy of certificate in physical form envelop.
- (2) Details showing in this statement shall be utilized to finalize the Bid capacity of the bidder.

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

STATEMENT NO.- 2/C

**DETAILS OF WORKS
FOR WHICH BID SUBMITTED AND ACCEPTED (i.e. where contract sign is
pending)**

Sr.No.	Description of works	Place & State	Name & Address of Employer	Date of issue of Letter of Acceptance (LOA) *	Value given In LO A	Stipulated period for completion	Value of work During completion period of work for which bids are invited

Note: Attach copy of LOA given by the concern department.

**Seal and Signature of the Bidder
Date:**

**Addl. City Engineer
Ahmedabad Municipal Corporation**

STATEMENT NO.-3/A

DETAILS OF ANNUAL TURNOVER OF LAST CONSECUTIVE THREE YEARS

Sr.No.	Financial Year	Annual Turnover in Engineering Project (Rs.)
1	2025-26	
2	2024-25	
3	2023-24	
Average Annual Turn Over		

Note:-

- 1) Figures filled in the above table should be taken from audited balance sheets and the same should be attached herewith in duly certified attested true copy
- 2) Duly certified attested true copies of the balance sheets are to be attached..

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

STATEMENT NO.6

METHOD STATEMENT AND WORK PLAN

The Bidder shall have to provide a brief write up to be enclosed with the “Technical Bids” covering his approach and methodology to handle the project construction activities including his details work plan. The brief shall include the following aspects.

Sr.No.	Components	
1.	Methodology	
2.	Construction equipment availability and plan of deployment.	
3.	PERT/Construction chart/Bar chart.	

Seal and Signature of the Bidder
Date:

Addl. City Engineer
Ahmedabad Municipal Corporation

SECTION - VI
QUALIFICATION INFORMATION

1. The information to be filled in by the Bidder in these statements & supporting documents submitted in physical form will be used for the purpose of pre qualification as provided in Clause 4 of the Instructions to Bidder.
2. All statements given here under shall be submitted by bidders on their original letterpads only with stamp of firm of bidder and sign of the bidder.
3. Photocopy of any statements shall not be considered as valid document.
4. Information / Details to be submitted by the Bidders in the Performa mentioned under Statement no 1 to 6. All the documents submitted in the support of these statements shall be duly attested and certified true copy.

UNDERTAKING - 1

1. I/We hereby declared that I/We am/are not partner(s) blacklisted or connected with firm blacklisted in any states, CPWD / MES / Railways or any Government, Semi-Government or Private body.
2. The I / We also hereby certifies that our firm M/s _____ has neither abandon any work in India nor rescinded any contract awarded to us during last five years prior to the date of this bid.
3. At present I/We am/are registered as approved contractor (s), firms in any state, CPWD / MES / Railways.
4. We, the partners/owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Ahmedabad Municipal Corporation as a result of our abandoning the works entrusted to us.
5. I /We hereby certify that all the statements made in the required attachments are true and correct.
6. The I / We undersigned hereby authorise(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 my (our) competence and general reputation.
7. I /We hereby declare that I / We understand and agree that further qualifying information may be requested, and I / We also agree to furnish any such information at the request of the AMC within the prescribed time.
8. I / We further declare that my / our near relatives are not working in AMC as an Addl. C.E., Dy. C.E., A.C.E., A.E., and T.S. as on today.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary
Annexure - II
UNDERTAKING - 2

1. I / We hereby declare that I / we have visited the site and fully acquainted myself / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender. I/We certify that I/We have inspected the location of the proposed work before quoting my/our rates.
2. I/We have also inspected the quarries and borrow areas and satisfied myself/ourselves regarding the quality, quantity, availability, and transport facilities for earth, stone, bricks, and, cement etc. through the network of available roads and path ways required for the work.
3. I / We hereby declare that I / we have carefully studied all the terms and conditions of contract, specifications mentioned in the tender documents and I / we do agree for compliance with the same strictly.
4. I/We shall execute the contract agreement with the AMC after award of work and before start of work.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

Annexure – III

CERTIFICATE

APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952

Successful bidder i.e. the agency whose tender is accepted by the AMC shall have to comply the necessary formalities under the employees provided fund and Miscellaneous Provisions Act, 1952 as Contributory Provident Fund Scheme is applicable to labourers engaged in construction activity and shall have to submit proofs regarding deduction of provident fund and other dues and depositing the same with government department under the act and the scheme regularly on monthly basis failing which no running / final bill payment will be made by the AMC to the contractor in any circumstances.

A certificate to the above effect has to be given by the contractor as under.

Declaration of Depositing Provident Fund contribution

This to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges / wages paid by us to the labourers engaged for the work of _____ with Provident Fund Authority under our Provident Fund Code No. _____

We produce herewith the copies of the challans for the provident fund deduction and contribution deposited as mentioned above.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

To be notarized by Notary

Annexure – IV

LETTER OF ACCEPTANCE

(Letterhead paper of the Employer)

_____ [date]

To: _____
[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 competent Authority.

We note that as per bid, you do not intend to subcontract any component of work.

[Delete whichever is not applicable]

You are hereby requested to furnish Security Deposit in terms of ITB Clause 34.0, in the form given in
Annexure-IV for amount of Rs. _____ within 15 days of the receipt of this letter of acceptance,
valid up to 45 days after defect liability period of 18 months from the date of completion i.e. up to
_____ and sign the contract.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Annexure – V
AGREEMENT FORM

This agreement, made the _____ day of _____ 2017, between _____ [name and address of Employer] (hereinafter called “the Employer”) of _____ [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 Contract Price of ` _____.

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 and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
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 the 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 read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor’s Bid after amendments, addenda and corrections as mutually agreed with the Employer;
 - iv) The notice inviting bids,
 - v) The information to bidders,
 - vi) Contract Data;
 - vii) General Conditions of contract and Special Conditions of Contract;
 - viii) Technical Specifications;
 - ix) BOQ
 - x) Any other document listed in the Contract Data as forming part of the contract;

In witness whereof the parties thereto 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 _____

Annexure - VI

ISSUE OF NOTICE TO PROCEED THE WORK

(Letterhead of the Employer)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the Security Deposit as stipulated in Information to bidders (ITB) clause 34.0 and signing of the contract agreement for the construction of **(Name of Work)** at the accepted Bid Price of Rs. _____ (In words), 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 authorised to
sign on behalf of Employer)

Annexure – VII

BANK GUARANTEE FOR BID SECURITY
(EARNEST MONEY)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) is submitting his bid for the construction of _____ [name of Contract] (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 binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2026

THE CONDITIONS of this 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 having 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 refuses to furnish the Security Deposit, in accordance with the Instructions to Bidders, or

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 condition or conditions.

This Guarantee will remain in force up to days after the deadline for submission of Bids. Deadline is stated in the Instructions to Bidders which 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 OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (here-in after called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ 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 obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor 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]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price 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 afore-said 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 us with the demand.

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

This guarantee shall be valid until the expiration of defect liability period of 18 months.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

સરકયુલર નં.-૮૧

મે.મ્યુનિ. કમિશ્નરશ્રી, અમદાવાદ મ્યુનિ. કોર્પોરેશનના સરકયુલર નં.-૮૧, તા.૨૬.૦૨.૨૦૧૫ મુજબ તમામ પ્રકારની કન્સ્ટ્રક્શનની એક્ટીવીટીમાં મુખ્ય કોન્ટ્રાક્ટર, સબ કોન્ટ્રાક્ટરના જે મજુરો કામગીરી કરતા હોય તે તમામ મજુરોનું ગુજરાત બિલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્કસમાં રજીસ્ટ્રેશન કરાવવું ફરજિયાત છે.

Contractor's Signature
& Stamp

Addl. City Engineer
(South West Zone)

Mobile No