

# INSTRUCTIONS TO BIDDERS

## A. GENERAL

### 1 **BID INVITATION:**

The Nagarpalika (hereinafter referred to as “the Employer”) invites competitive bids from all interested and eligible bids for Bid Documents for Re-surfacing of Roads at various places in various area in Mundra-Baroi Municipality Area at Mundra., Dist:- Kachchh

#### 1.1 **Project Description:**

As per Appendix to bid details.

#### 1.2 **Scope of Bid:**

The scope of work by the contractor under this bid will be as under:

Bid Documents for Re-surfacing of Roads at various places in various area in Mundra-Baroi Municipality Area at Mundra., Dist:- Kachchh

#### 1.3 **Time of Performance:**

The successful bidder will be expected to complete the works within **06 Month From the date of work order for completing the work excluding monsoon** as per time limit given in Appendix to Bid details.

#### 1.4 **Project Implementing Agency:**

The “Mundra-Baroi Municipality” shall be the project-implementing agency. This contract shall be administered and managed by Chief Officer, Mundra-Baroi Municipality as per given in Appendix to Bid details, for and on behalf of Nagarpalika and shall act as the “Engineer in-charge”.

#### 1.5 **Allocation of Risk & Responsibilities:**

##### 1.5.1 **Contractor:**

The preliminary designs and details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Bidder shall be responsible to verify/ examine / check and make his own assessment of the site, site data, soil data and the schematic details shown in the bid documents based on his own investigations and/or additional surveys, if required, at bidder’s own cost.

- The contractor will be responsible to procure and supply equipments and materials etc. to be supplied by the bidder at his own cost and risk. These materials and equipment shall conform to the specification contained in this document and will be procured from the approved vendors listed in this document as a part of this tender document. Vendor list cannot be changed at post tender or post contract stage.
- The procurements shall be made from the vendors approved by the Nagarpalika and contained in the vendor list provided in this document. Such vendors shall have BIS mark and ISO 9002 certification wherever applicable contained in Appendix of this document.
- If case of procurement of materials outside India, no exemption Certificate shall be granted for import duty or any other duties applicable thereto. Further, the quality standard of the materials shall be of ISO/country of origin standard and shall have to be equivalent or higher than relevant BIS standard.
- The contractor will supply the goods, materials and equipments duly tested and certified by the manufacturer as per “Quality Assurance Plan” (QAP) provided by the bidder and approved by the employer and/or it’s appointed third party inspection agency.
- The bidder will collect such data as required to design the project on turnkey basis and construct it confirming to relevant Standards prescribed by the Bureau of Indian Standards (BIS). The bidder shall be responsible for turnkey execution of the project from designing to commissioning, complete project management, co-ordination and successful and satisfactory commissioning of the project, for the period specified in the bid document.
- The Contractor shall organize on the job and off the job-training program for the staff of the Nagarpalika or their nominated personnel within a period of trial run.

- The Contractor shall be responsible to make good and bring to original position road and land surfaces, etc. damaged during construction of structures at his cost.
- The Contractor shall be responsible for all the damages to the underground cables, power lines, telephone lines, other water/sewer lines and other infrastructure facilities etc. while executing the works under this contract and shall bear all costs relating to repairs/replacements.
- The contractor shall be responsible for failure of pipes, Pumping Machinery and ancillary equipments supplied and laid by him during the full period of contract and the **defect liability period of Three year from the date of completion & 5% Performance Bond release in One Year & 5% Security Deposit release in Three Year**. The contractor shall have to replace defective/damaged /nonstandard pipes Machinery and ancillary materials as may be identified by the engineer in charge at the cost of the contractor. The contractor shall produce a back-to-back guarantee deed from his supplier along with the Technical bid.
- The Contractor will prepare and present interim/running and final bills.
- The Contractor shall be responsible for the safety and performance of all civil and other structures up to the end of period of defect liability of one year from the date of completion. The damages/defects identified by the "Engineer in-charge" shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement/reconstruction shall be done by the contractor at his cost and risk.
- The **Nagarpalika** assures all participants for the contract that adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs of the construction contracts in accordance with the provisions of tender documents.
- For construction work, supervision and inspection of materials Gujarat Urban Development Mission will appoint Third party for inspection. Cost will be borne by local body Testing equipment for all type of pipes should be made available at site of work by the agency

#### 1.6 **The Employer:**

- Mundra-Baroi Municipality only under special circumstances and solely at its own absolute discretion consider the request of contractor to provide material to the contractor which he is unable to provide because of acceptable and recorded reasons, on payment of a price equivalent to the unit rate contained in the Price Bid or the Mundra-Baroi Municipality issue rate whichever is higher. Contractor will have to arrange his own transportation from the Mundra-Baroi Municipality store to his site of work at his own cost.
- Mundra-Baroi Municipality will hand over the clear possession of the site of works to the contractor (except for the pipeline trenches) immediately after the issuance of work order to commence the works.
- Mundra-Baroi Municipality will provide indicative drawings and design parameters for all works to be designed by the contractor.
- Mundra-Baroi Municipality will approve the detailed designs and drawings presented by the contractor either through its own internal system or through its authorized and appointed Third Party Agency.
- Mundra-Baroi Municipality will approve and pay all interim/running/final bills presented by the Contractor.
- Mundra-Baroi Municipality will be responsible to get all statutory permissions and clearances from the concerned central / state or local statutory authorities. However, the contractor shall have to manage the day-to-day activities based on these clearances on site. Mundra-Baroi Municipality shall provide required help and assistance for such day-to-day activities.
- Mundra-Baroi Municipality will make available Right of Use for laying the pipeline & will be responsible for payment of crop compensation etc. in case of laying the pipeline in private land. However, once ROU is obtained and established, its day-to-day management on site shall be the responsibility of the contractor for which Mundra-Baroi Municipality shall provide necessary help and assistance.

1.7 The works under this Contract shall be executed on the basis of Constricting of **Constructing of C.C. Trimix Road** and also cover 3 year of defect liability period. The work relating to **Constructing of C.C. Trimix Road** shall be in the form of a Percentage rate schedule.

1.8 The Bidder is required to note that details of the proposed project given in the bid are subject to review and refinement during the course of detailed engineering to be undertaken by the successful

bidder before commencement of the Works, except for the Road.

**1.9** All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.

**1.10** Throughout these bid documents the term "Bid" and "Tender" and their derivatives (Bidder/Tendered, bid/tendered, bidding/tendering, etc.) are synonymous. Also, throughout the bid documents, the word "day" means a calendar day, the word "month" means a calendar month and the word "year" means a calendar year.

**1.11** A copy of the available reports and data has been kept for reference in the office of: **(Name, Address, Contact Person & nos. of Executing Authority as per appendix to bid details)**

**1.12** Information material borrowed by the Bidders, if any, shall remain the property of the Mundra-Baroi Municipality and shall be provided by the Mundra-Baroi Municipality for information, solely for the purpose of the bids execution under this Contract. All such borrowed material shall be returned to Mundra-Baroi Municipality after submission of the bids.

## **2 SOURCE OF FUNDS:**

This work is to be financed through the funds available with the Mundra-Baroi Municipality under O.G. Area Grant (Year 2023-24).

## **3 ELIGIBLE BIDDERS:**

**3.1** The bidders who, after a look to the qualification criteria feel that they will be qualified can participate in this **Bid system by E-Tendering** bidding procedure. The participating bidders shall be subjected to assessment of their technical and financial competence to carry out the work under this tender as per the **Invitation Bid** contained in Para Page-6. Only bidders qualified under this process will become eligible for opening of the price bid.

**3.2** Bidders shall provide evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**3.3** Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the Central Govt. State in accordance with sub-clause 45.1 (c) or the list of black listed contractors announced by Mundra-Baroi Municipality/ Govt. of Gujarat or its Public Sector undertakings.

## **4 ELIGIBLE MATERIALS, EQUIPMENTS & SERVICES:**

**4.1** For purposes of Clause 4 above, "services" means the works and all project-related services including design services.

**4.2** For purposes of Clause 4 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**4.3** The materials, equipment and services to be supplied under the contract shall comply with the following provisions:

- (a)** All materials, equipment and services (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other equipment and services) shall be designed to be used prior to, during, and after the calendar year **(latest year)**;
- (b)** Neither the performance nor functionality of such materials, equipment and services shall be affected by dates prior to, during, and after the **(latest year)**
- (c)** Such materials, equipment and services, and the logic included therein, shall operate during each such time period without error relating to date data, specifically including any error relating to, or the production of, date, data which represents or references different centuries or more than one century and the correct treatment of the Year as a leap year, and

- (d) The provision and use of such materials, equipment and services shall not infringe or violate any industrial property of intellectual property rights or claim of any third party.

**5. ONE BID PER BIDDER:**

Each bidder shall submit only one bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid under this proceed will cause all those bids to be rejected.

**6. COST OF BIDDING:**

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

**7. SITE VISIT:**

- 7.1** The bidder is advised to depute a suitable team to visit and examine the Site of Works and its surroundings for fully understanding of the job and ascertain the difficulties that may be encountered during execution of the works and for obtaining for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the Site shall be entirely at bidder's own expense.

- 7.2** The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses Incurred as a result of the inspection.

**8. LANGUAGE OF BID:**

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

**9. OPENING OF TENDER:**

The Employer will open the tender receive in time at the Mandvi Nagarpalika Office in the presence of bidders' representatives who choose to attend.

**10. PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions by any way may result in the rejection of the bidder's bid.

**11. CORRECTION OF ERRORS:**

- 11.1** Price Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- 11.2** The amount stated in the Form of Bid for Price Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 18.6(b).

## **12 CORRUPT OR FRAUDULENT PRACTICES:**

**12.1** The Mundra-Baroi Municipality requires that bidders/suppliers/contractors have followed the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) Defines for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination 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;
- (b) 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;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

Furthermore, bidders shall be aware of the provision stated in sub-clause 1.16 and Sub-clause 15.5 of the Conditions of Contract, part II – conditions of particular application.