

COMPLETE BIDDING DOCUMENT

MODASA NAGARPALIKA



Name of Work :

**BID DOCUMENT FOR ICONIC ROAD DEVELOPMENT PROJECT AT
DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI.**

**Chief Officer,
Modasa Nagarpalika**

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INVITATION FOR BID
(IFB)

NATIONAL COMPETITIVE BIDDING

1. **The Chief Officer, Modasa Nagarpalika, Ta. Modasa, Dist. Arvali** invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

Package No.	Name of work	Approximate value of works (Rs.)	Bid security (Rs.)	Cost of document	Period of completion	Class of Registration / Category of contractor if required
1	2	3	4	5	6	7
Single	ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI. DIST.ARVALLI.	Rs. 4,16,89,583.00/-	Rs. 4,16,896.00 /-	Rs.7080.00/- (including GST)	18 Months	"A" class & Above

- Prospective / Interested bidder may download the Bid Documents from website <https://www.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.nprocure.com>.
- However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at Modasa on name of **Chief Officer, Modasa Nagarpalika, Ta.Modasa, Dist. Arvali** Once the Bid is received online, Bid Document / Tender Fee will not be refundable. The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidder shall send the same in original through R.P.A.D. so as to reach to **Chief Officer, Modasa Nagarpalika, Ta.Modasa, Dist. Arvali** as per date mention in **NIT** Penetrative action for not submitting Demand Draft / FDR / Bank Guarantee in original to **Chief Officer, Modasa Nagarpalika, Ta.Modasa, Dist. Arvali** / Tender Inviting Authority, Modasa Nagarpalika by bidder shall be initiated.
- Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://www.tender.nprocure.com> in the presence of the bidders or their 5. authorized representatives, who wish to remain present. If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- A pre bid meeting will be held onathrs. at the office of **Chief Officer, Modasa Nagarpalika** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
- Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should be rounded off to the next thousand rupees.
- Other Information is as under:
 - Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
 - Offers in physical form will not be accepted in any case.

- (C) Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
- (D) The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
- (E) Conditional tender shall not be accepted.
- (F) Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
- (G) Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
- (H) All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
- (I) It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
- (J) Blank / insufficient information shall be treated as nil information and shall result in disqualification.
- (K) Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for this work / bid.
- (L) Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
- (M) If found necessary, the contractor will be intimated for negotiation,

Following documents shall be submitted in electronic / Hard copy format only through online by scanning and they should be sent in original to the Tender opening authority through RPAD, so as to reach Chief Officer as per date mention in NIT.

- (i) Bid Document Fee / Tender Fee.
- (ii) Bid Security / EMD.
- (iii) Registration Certificate of Appropriate Class by Road and Building Department.
- (iv) Registration in valid Electrical Contractor License issued by Licensing Board, Energy & Petrochemical Department, Gujarat.
- (v) GST Number & Pan Number.
- (vi) Work Experience/ Successful Work as per Section -1 Clause 4.5.3.
- (vii) CA Certificate for Annual Turn Over (Financial Criteria) Section -1 Clause 4.5.3.
- (viii) EPF Registration Number.
- (ix) Bank Solvency: - minimum 20% of tender value
- (x) Other Documents, as per checklist

MEMORANDUM OF WORKS IN BRIEF

PROJECT WORK FOR ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI.

	Estimated Cost	Rs. 4,16,89,583.00/-
1.	Earnest Money - Only FDR of Nationalized Bank, Exemption certificate not allowed	Rs. 4,16,896.00/-
2.	Validity period of tender offered	(180) days from the last date of online tender submission
3.	Security deposit-	5.00% of the Estimated Amount/Tender Amount (In Which, the higher Amount Will Be Accepted) in the form of Performance Bond as Security deposit and which released after work completion, 2.50% of Estimated Amount/Tender Amount (In Which, the higher Amount Will Be Accepted) shall be paid in the form of FDR immediately after the acceptance of tender which released after DLP Period and also 2.5% of billing Cost deduct Amount each bill which released after final bill audit.
4.	Tender Fee	Rs.7080.00/- (6000 +18% GST)
5.	Time allowed for completion of the work from the date of written order to commence	18 Months
6.	Other details	
	(i) Date on or before which the tender must be submitted Online.	Dt. / /2026 up to 18:00 Hrs.
	(ii) Mode of sending the tender (b) Tenders sent by post will be Out right rejected.	a) Online through e-tendering only.
	(iii) Description essential to be made on bid	b) Last date of Receiving on line tender in figures as well as words.
	(iv) Mode of quoting rate in Schedule "B"	

Department Name	Modasa Nagarpalika
Circle/ Division	Civil Department
IFB No.	MNP/Civil
Name of Project	ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI.
Name of Work	ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI.
Estimated Contract Value (INR)	Rs. 4,16,89,583.00/- (GST will be paid Extra on actual work amount)
Period of completion (in Months)	18 Months
Bidding Type	Open tender
Bid Call (Nos)	1
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Allowed
Rebate	Applicable
Amount Details	
Bid Processing Fee (INR):	Rs.7080.00/- (including GST)
Bid Processing Fee Payable To: D.D. in favour of	Chief Officer, Modasa Nagarpalika
Bid Security/ EMD(INR):	Rs. 4,16,896.00/-
Bid Security/ EMD Drawn in Favour of: D.D. in favour of	Chief Officer, Modasa Nagarpalika
Tender Dates	
Bid Document Downloading End Date	As per NIT
Last Date & Time for Receipt of Bids	
Opening of Bid	
Bid Validity Period	180 Days
Remarks:	As Per NIT
Other Details	
Officer Inviting Bids:	Chief Officer, Modasa Nagarpalika
Bid Opening Authority:	Chief Officer, Modasa Nagarpalika
Address:	Office of Chief Officer, Modasa Nagarpalika, Opp. Bus Stand, Modasa, Dist. Aravalli, Gujarat
Contact Details :	Chief Officer, Modasa Nagarpalika 02774-246209

<p>General Instructions</p>	<p>a) The cost of tender document will not be refunded under any circumstances.</p> <p>b) EMD in the form specified in tender document only shall be accepted.'</p> <p>c) The offer shall be valid for 120 days from the last date of online tender submission</p> <p>d) Tenders without Tender document fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.</p> <p>e) Not more than one tender for single work shall be submitted by a bidder. Bidder can submit the bid for the package individually. No joint venture is allowed. Bidder can apply either as individual or partnership firm or any other corporate body as the case may be.</p> <p>f) Conditional tender shall not be accepted.</p> <p>g) Employer reserves the right to accept lowest tender or reject any or all tenders without assigning any reason.</p> <p>h) The notice shall form a part of contract document.</p> <p>i) The bidders are advised to read carefully the "Instruction" and "Eligibility Criteria" contained in the tender documents.</p> <p>j) The bid for the work shall remain open for acceptance for a period of 180 days from the date of date of online tender submission of bid. If any bidder withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.</p> <p>k.) Chief Officer, Modasa Nagarpalika will be able to assign the work to the agencies eligible in the tender at the approved price of L-1 agency.</p>
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Instruction to Bidders for Online Tender Participation

- 1 All tenders documents can be downloaded free from the website www.rnb.nprocure.com
- 2 All bids should be submitted online from the website www.rnb.nprocure.com
- 3 All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted.
(n) Code solutions
A division of GNFC
301, GNFC Info tower,
Bodakdev, Ahmedabad-380 054
(India)
Tel: +91 79 55610585/86, 55216611
Fax: +91 79 55610587.
www.ncodesolutions.com
- 4 The user can get a copy of instructions to online participation from the website www.nprocure.com
- 5 The bidders should register on the website through the “New Supplier” link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority
- 6 The application for training and issue of digital signature certificates should be made at least 72 hours in advance to the due date and time of tender submission.
- 7 For all queries regarding use of digital signature certificate should be addressed to personnel in M/s (n) Code Solutions.
- 8 For all queries regarding tender specifications and any other clauses included in tender document should be addressed to personnel in tendering office address provided below Contact Details Chief Officer, Modasa Nagarpalika, Office of Chief Officer, Modasa Nagarpalika, Opp. Bus Stand, Modasa, Dist. Aravalli, Gujarat

Signature of the Contractor

Chief Officer,
Modasa Nagarpalika

SECTION - 1

INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders
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A. GENERAL

1. Scope of Bid

- 1.1** The Project Implementation Unit, Nagarplaika, Modasa invites bids for the Construction of works (as defined in these documents and referred to as 'the works') detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

The Project Implementation Unit, Family Welfare Department, Government of Gujarat, the successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

- 1.2** Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1** The expenditure on this project will be met from the budget of Govt. of Gujarat/Govt. of India for centrally sponsored projects.

3. Eligible Bidders

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

4. Qualification of the Bidder

- 4.1** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2** The successful bidder shall have to undertake site surveys, route surveys for ascertaining the terrain and planning the scheme as well as to conduct geotechnical investigations for designing of foundation system of various structures. The contractor shall carry out all the hydraulic design, structural, mechanical, electrical designs, and submit to client or their representative, along with all the good for construction drawings for review and approval before executing the same. This is applicable to all the components of this project. The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.

4.3 Deleted

4.4 Deleted

4.5 QUALIFICATION CRITERIA:

(Applicable for the works which require Post Qualification)

- 4.5.1** Qualification will be based on Applicant's meeting all the following minimum pass/ fail criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant's responses in the forms attached to the letter of application (specified requirement for joint ventures are given under para 4.6 below) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria.
- To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

4.5.2 Base year and Escalation

The base year shall be taken as Current financial year

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

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2026-2027	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33
-4	2022-2023	1.46
-5	2021-2022	1.61

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

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

4.5.3 General Experience.

The Applicant shall meet with the following minimum criteria **(as per CVC Gov. of India (CTE'S Organization) No.12-02-1-CTE-6)**:

i) Average Annual financial turnover during the last 5 years, ending 31st March of the previous financial year, Rs. 2,08,44,792.00 or should be at least 50% of the estimated cost.

ii) Applicant must be registered contractor "A" Class & Above Registered in R&B Dept. Govt. of Gujarat.

iii) Experience of having successfully completed similar work i.e., Iconic Road Project/Road Beautification Project/CC Road and Footpath/Road Furniture Project etc. Done during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following

a. Three similar completed works costing not less than Rs. 1,66,75,834.00 or the amount equal to 40% of the estimated cost.

OR

b. Two similar completed works costing not less than Rs. 2,08,44,792.00 or the amount equal to 50% of the estimated cost.

OR

c. One similar completed work costing not less than Rs. 3,33,51,667.00 or the amount equal to 80% of the estimated cost.

4.5.4 Contractors' registration: -

Contractors registered with "A" Class & Above issued by R & B Department in the State of Gujarat

&

Contractors registered with Gujarat state R&B Electrical Wing and valid Electrical Contractor License issued by Licensing Board, Energy & Petrochemical Department, Gujarat.

Or

The Contractor must be executed Memorandum of Understanding (MOU) with the agency having valid

registration in with Gujarat state R&B Electrical Wing and valid Electrical Contractor License issued by Licensing Board, Energy & Petrochemical Department, Gujarat

4.5.5 Personnel Capabilities.

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

4.5.6 Equipment Capabilities

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

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

4.5.7 Financial Position

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

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

4.5.9 Litigation History

The applicant should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history is hidden by applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against bidder.

4.5.10 Disqualification

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

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

4.6D Selection sub-contractor for Electrical Work

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

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

Successful contractor must appoint an electrical contractor as per following criteria within 15 days of LOI / P.O. as per the MOU. The agency / Contractor working for the electrical work must fulfil following criteria.

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

All the warranties and guaranty shall be made available by the electrical subcontractor directly to the client. Labour Contract of Electrical work will not be accepted.

Eligibility Criteria for the Electrical Contractor

Applicant has to pass the below mentioned criteria, each criteria will lead applicant to next stage. Applicant must submit the attested supporting document to support all his claims.

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

Eligibility

- 1) Applicant must be in electrical contract business from last 5 years as on Ending on date of bid submission & also have the electrical contractor license.

Technical

- 1) The applicant should have completed minimum 1 nos. of the similar magnitude & Class of the project.
- 2) The applicant shall have at least 3 licensed electrical supervisors working in the organization. in Govt. / Semi Govt. / State Govt. organization / Railway /Municipal Corporation/ Local govt. Bodies sectors. All Tenderer's must submit the experience certificate (Form 3A) issued by the End user of the rank of Executive Engineer or above
The applicant should give the information about their organization, technical experience, technical & supportive staff, spare capacity and their competency.

Instruction

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

- Complete Organization profile with the detail CV of the Partner / Directors & key persons in the organization with the organization chart.
- Address, Contact Details.
- Electrical Contractors License no. & registration document
- Pan No. of the Organization with the Income Tax clearance certificate.
- GST No. & Clearance certificate.
- Previous Experience of projects.
- List of the Completed Projects with the cost & completion Certificate.
- List of the on-going Project with the cost & Work Order.
- List of the completed Similar Magnitude & class of the project with the Completion Certificate & cost.
- List of the on-going Similar Magnitude & class of the project with the work order & cost (If any).
- (Above all project details should be given with the following details)
 - Name of the Project & Year
 - Clients Name & Contact Details.
 - Architect & Consultants Name
 - Value & time Period.
 - Nature of the work.
- Applicant should have the following policies. (Details should be given)
 - Workman full compensation
 - Contractors all risk policies
- The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule.
- 2. The information furnished must be sufficient to show that the application is capable in all respect to successfully complete the envisaged contract works strictly on the basis of the applicant having already carried out satisfactory works of similar size, nature and complexity. The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the Applicant and to allow proper evaluation, will rest entirely on the Applicant.

3. All information has to be typed. All pages of the Document have to be initialed by the Applicant. All corrections, erasures, or overwriting, therein, have to be initialed by the Applicant.
4. All information has to be submitted in the prescribed format in English language only. Projects for which incomplete information has been provided will not be considered for evaluation. The Applicant may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm).
5. The scope of work, project description and architectural finishes mentioned in the Project brief are indicative and are likely to change during detail design. Project brief, along-with the schematic drawings is provided to assist the Applicant in understanding the fundamental / unique / specific requirements of the project.
6. Client's decision for selection or rejection of the Applicants shall be final and binding to all.
7. If the applicant is in the approved list of state PWD, CPWD, Railways or MES, evidence showing the appropriate and eligible class to which they belong should be attached with document.
8. Applicant should provide information pertaining to the Electrification of building works only. Information other than that related to building works shall not be considered for evaluation.
10. If Client is convinced that an Applicant has resorted to material misrepresentation or provided fraudulent information / statement, the said Applicant will be liable for disqualification / rejection at any stage.
11. **IMPORT LICENSE**
For importing any item if any import license /L.C. is required, the Contractor shall make required arrangements. Any delay on this account shall be to Contractor's account.

Performa F – 2 COMPANY / FIRM RELATED INFORMATION:

- a) Name of the organization :
- b) Address of the organization :
Phone nos. :
Fax no. :
- E-mail :
- c) Description of Company :
- d) Previous Experience : (Attach annexure if required)
- e) Name & Particulars of the Authorized Representative for the details furnished hereinafter:
- f) Type of the Organization including particulars of Proprietor / Partners / Directors:
(Sole Proprietorship, Partnership, Private Ltd., Co-operative Body etc.)
(Attested copy of Deeds or Memorandum of Association to be enclosed)
- g)
 - 1) Employees Insurance Schemes Registration Certificates:
 - 2) Vat. Registration Certificates
 - 3) Electrical Contractor License Copy
 - 4) R&B Registration copy – for A grade electrical Contractor
- h) Organization Chart showing the structure of company including names and position.

4.6 Bid Capacity.

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

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

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

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

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

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

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

5. One bid per bidder

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

6. Cost of Bidding

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

7. Site Visit

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

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

8. Bidders Registration Class

Registration certificate of R & B Registered in "A" Class & Above in the Government of Gujarat.

Contractors registered with Gujarat state R&B Electrical Wing and valid Electrical Contractor License issued by Licensing Board, Energy & Petrochemical Department, Gujarat

B. BIDDING DOCUMENTS

9. Content of Bidding Documents

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

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

- 9.2 Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).

- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 hereof**, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

10. Clarification Bidding Documents

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

10.2 Pre-bid meeting

- 10.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the appendix.

- 10.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 10.2.3 The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 03 days before the meeting.

- 10.2.4 Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. www.tender.nprocure.com. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

- 10.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

11. Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

- 11.2 Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

12. Language of the Bid

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

13. Documents Comprising the Bid

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

Part I shall be named "Technical Bid" and shall comprise

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

Part II shall be named "Financial Bid" and shall comprise

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

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

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

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

14. Bid Prices

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

14.2 The bidder shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.

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

14.4 Deleted

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

15. Currencies of Bid and Payment

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

16. Bid Validity

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

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

17. Bid Security

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

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

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

OR

A Valid Bid Security / EMD

17.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of 120+45 = 165 Days

17.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1

17.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

17.6 The bid Security may be forfeited

(a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.

(b) If the Bidder does not accept the correction of the Bid Price, if any or

(c) In the case of a successful Bidders, if the Bidder fails the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the requirement Performance Security.

(d) If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

18. Alternative Proposals by Bidders.

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

19. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

20. Deleted

21. Deadline for Submission of the Bids

- 21.1** Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.
- 21.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Deleted

23. Modification and Withdrawal of Bids

- 23.1** Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 23.2** Deleted
- 23.3** No bid shall be modified or withdrawn after the deadline for submission of Bid.
- 23.4** Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

24. Bid Opening

24.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

24.2 Deleted.

24.3 The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.

24.4

(i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.

(ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.

(iii) The bidders will respond in not more than 7 days of issue of the clarification letter.

(iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

24.5 Deleted

24.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

24.7 the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

24.8 In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of estimated amount of Bids from highest to lowest.

24.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

25. Process to be Confidential

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

26. Clarification of Financial Bids

26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e- mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

26.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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

27. Examinations of Bids and Determination of Responsiveness

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

28. Deleted

29. Deleted

30. Evaluation and Comparison of Financial Bids

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

31. Deleted

F. AWARD OF CONTRACT

32. Award Criteria

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

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

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

33. Employer's Right to Accept any Bid and to Reject any or all Bids

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

34. Notification of Award and Signing of Agreement

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

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

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

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

35. Performance Security

35.1 A. Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 8 (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Section 8 towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

1. If the Contract Price offered by the Selected Bidder is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
2. If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
3. This Additional Performance Security shall be treated as part of the Performance Security.

B. The Performance Security shall be valid beyond 60(sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

- 35.2** If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 35.3** Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 36. Advance Payment and Security**
- 36.1** The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.
- 37. Deleted**
- 38. Corrupt or Fraudulent Practices**
- 38.1** The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.
- 38.2** Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.

APPENDIX TO ITB
Clause Reference
With respect to Section –I

1.	The Name of the Employer is The Chief Officer, Modasa Nagarpalika	[Cl.1.1]
2.	The last five years.	
	2024 – 2025	
	2023 – 2024	
	2022 – 2023	
3.	This Annual Financial Turnover Amount is Rs. 2,08,44,792.00 /-	[Cl.4.5.3 (a)]
4.	Total Value of Work is Rs. 4,16,89,583.00/-	
5.	Deleted	
6.	The cost of electric work is-	
7.	The cost of Civil and Landscape is-	
8.	Liquid assets and / or availability of credit facilities is Rs.-	[Cl.4.5.6]
9.	Price level of the financial year 2025-2026	[Cl. 4.5.2]
10.	The pre-bid meeting will take place at The Chief Officer, Modasa Nagarpalika	[Cl. 9.2.1]
11.	The technical Bid will be opened at the office of the on dt..... atAM/PM	
12.	Address of the Employer : The Chief Officer, Modasa Nagarpalika	
13.	Deleted	
14.	The bid should be submitted latest by as stated on online NIT	[Cl. 20.1 & 20.2]
15.	The bid will be opened at Nagarpalika As stated on online NIT	[Cl. 23.1]
16.	The Bank Draft in favor of The Chief Officer, Modasa Nagarpalika	
17.	Deleted	
18.	Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed	[Cl.4.5.2]

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2026 – 2027	1.00
1	2025 – 2026	1.10
2	2024 – 2025	1.21
3	2023 – 2024	1.33
4	2022 – 2023	1.46
5	2021 – 2022	1.61
6	2020 – 2021	1.77
7	2019-2020	1.94

List Of Key Plant & Equipment to Be Deployed on Contract Work
[Reference CL. 4.5.5]

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

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

List of Key Personnel to be deployed on Contract Work

(Reference Cl. 4.5.4)

Employment of a qualified site Engineer by the Contractor.

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

- 1.** Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs (Engineers should be capable enough and well experience (minimum 10 years) for the Bridge & Road Work).
- 2.** One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
- 3.** Minimum one Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
- 4.** Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.
- 5.** Specific Engineers for the work of street furniture, electrical work & landscape work (minimum 3 years) should be deployed on-site at the time of execution.

Note- Maximum age limit for Engineer deployed on site is 60 years.

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

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

ખાસ શરતો

Name of work - ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI

1. ડીપોઝિટ કોલ વગર પરંતુ 5.00% પરફોર્મન્સ બોન્ડ લાયબલીટી પીરીયડ પૂરો થયે પરત કરવામાં આવશે તથા દરેક બિલમાંથી 5.00% લેખે સિક્યોરિટી ડીપોઝિટ કપાત કરવામાં આવશે. આ 5.00% ડીપોઝિટ ફાઇનલ બીલની ચુકવણી થયાના ૦૬ માસ બાદ ઈજારદાર દ્વારા પરત માંગણીની અરજી કર્યા બાદ પરત કરવામાં આવશે.
2. દરેક બિલમાંથી સરકારશ્રીના પ્રવર્તમાન નિયમો અનુસાર લાગુ પડતો ઇન્કમેટેક્સ, સર્વિસ ટેક્સ, જી.એસ. ટી કે અન્ય ટેક્સની કપાત કરવામાં આવશે.
3. સદર ટેન્ડરમાં ટેન્ડર ફી અને અન્ડર જી અને ઇ.એમ.ડી ચીફ ઓફિસર, મોડાસા નગરપાલિકાના નામના કાઢવાના રહેશે.
4. સદર કામ દરમિયાન સાવચેતીના ભાગરૂપે જરૂરી સાઈન બોર્ડ સ્થળે મુકવાના રહેશે તથા ટ્રાફિકને અડચણ ન પડે તે પ્રમાણે કામ કરવાનું રહેશે
5. સદર એજન્સીના કર્મચારીઓને કામ કરતા અન્ય કોઈ રીતે અકસ્માત કે ઈજા થાય અને અશક્ત બને / મૃત્યુ પામે તો તેની જવાબદારી એજન્સીની રહેશે. આ માટે કામદારોનું વળતર ચૂકવવાની જવાબદારી એજન્સીની રહેશે. આ અંગે કર્મચારી પ્રોવિડન્ટ કાયદો, પગાર ચૂકવણી, મજૂર કાયદો, બોનસ, મીનીમમ વેજીસ કાયદાનો નિયમોનો ચુસ્તપણે પાલન કરવા તમો જવાબદાર છો. પી.એફ., ઇ.એસ.આઈ., વર્કમેન કોમ્પેન્સેશન / ગ્રુપ પોલિસી વગેરે લાગુ પડતું હોય તો એજન્સીએ લેવાનું રહેશે. આ માટે ઊભી થતી તમામ જવાબદારી ખર્ચ / વળતર એજન્સીએ ભોગવવાનું રહેશે અને ઇન્કમેટેક્સના નિયમ મુજબ કપાત તમારી કક્ષાએથી કરવાની રહેશે.
6. ઈજનેર ઇન્ચાર્જ દ્વારા હવાલો આપ્યા પછી ડીસમેન્ટલ આઈટમોની માલિકી ઇજારદારશ્રીની રહેશે.
7. ટેન્ડર ભરતી એજન્સી અથવા કંપની છેલ્લા ત્રણ વર્ષમાં કોઈ પણ સંસ્થા દ્વારા બ્લેકલિસ્ટ અથવા ડી બાર્ડ ન થયેલ હોવી જોઈએ તેવું નોટોરાઈઝ લખાણ મોડાસા નગરપાલિકામાં આપવાનું રહેશે.
8. અનઅર્ગેનાઈઝ્ડ વર્કર સોશિયલ સિક્યુરિટી એક્ટ-2008 ની જોગવાઈ અનુસાર તમામ મજૂરોને ઇન્સ્યુરન્સ કાર્ડ / ઇન્સ્યુરન્સ કાર્ડ આપવું જરૂરી છે. જે મજૂર દરેક શ્રમિકની નોંધણી વિગતો અને તેની કોપીઓ રજૂ કરવાની રહેશે.
9. જો કોઈપણ કામગીરીમાં કોન્ટ્રાક્ટરના માણસો દ્વારા કરવામાં આવતું કામ નગરપાલિકાને સંતોષકારક લાગશે નહીં તેવા કિસ્સામાં માણસો બદલી અપેક્ષિત કામગીરી કરાવી આપવાની રહેશે અન્યથા કોઈપણ જાતના કારણો આપ્યા સિવાય કોન્ટ્રાક્ટરને આપેલ કોન્ટ્રાક્ટ દિન -૧૦ ની નોટીસ આપી નગરપાલિકા રદ કરી શકશે, અથવા જો કોઈ ઇજારદાર ટેન્ડર/કારારની શરતો ભંગ કરતો માલુમ પડશે તો નગરપાલિકા નોટીસ આપી 24 કલાકમાં સદર ઈજારી રદ કરી શકશે
10. કોઈપણ કટોકટી કિસ્સામાં સુપરવાઈઝર ઇલેક્ટ્રીશીયન સ્થળ પર હાજર હોવા જોઈએ.
11. સદર કામમાં જથ્થા વધારા કે વધારાના આઈટમના લીધે ટેન્ડર રકમમાં થતા વધારા પર 2.5% એ.એસ.ડી. FDR/બેંક ગેરંટી પેટે તથા 3% પરફોર્મન્સ બોન્ડ ભરવાની રહેશે.
12. ટેન્ડરની તમામ આઈટમ આઈએસઆઈ માર્ક ધરાવતી હોવી જરૂરી છે તેમજ નગરપાલિકા દ્વારા જે તે કેટેગરી

એપ્રુવર્ડ કંપનીનું મટીરીયલ વાપરવાનું રહેશે.

13. સદરહું ટેન્ડરમાં સરકારશ્રીની ખરીદી નીતિ-201૬, સરકારશ્રીના પ્રવર્તમાન હરાવો નિયમો પરિપત્ર અને તથા નગરપાલિકાની સત્તા સોંપણીના નિયમ મુજબની કાર્યવાહી કરવાની રહેશે.
14. સપ્લાયની આઈટમના ડિલિવરી ચલણ સામેલ કરવાના રહેશે.
15. પ્રોજેક્ટ ભોતિક રીતે થાય ત્યાંથી નહીં પરંતુ તે પ્રોજેક્ટ ખરેખર વપરાશમાં લેવામાં આવે ત્યારથી તેનો ડીફેક્ટ લાઈબીટી પીરીયડ ગણવામાં આવશે તેમજ ડીફેક્ટ લાઈબીટી પીરીયડ દરમ્યાન Monthly Inspection Report અત્રેની કચેરીમાં રજુ કરવાનો રહેશે નહિ તો સિક્યોરિટી ડીપોઝીટ જમ કરવામાં આવશે.
16. ટેકનીકલ બીડને લગતા તમામ ડોક્યુમેન્ટની સ્કેન કોપી ઓનલાઈન અપલોડ કરવાની રહેશે. ઓનલાઈન અપલોડ કરેલ ડોક્યુમેન્ટની જ વિગત માન્ય ગણવામાં આવશે.
17. એજન્સી દ્વારા સદર કામ માટે જે કર્મચારી રોકેલ હોય તેઓનો નિયમ અનુસાર લાગુ પડતો પ્રોફેશનલ ટેક્ષ નગરપાલિકામાં ભરવાનો રહેશે અને દર માસે બીલ સાથે ચલણ રજુ કરવાના રહેશે અન્યથા પ્રોફેશનલ ટેક્ષ રકમ બિલમાંથી વિથ હોલ્ડ રાખવામાં આવશે.
18. પાર્ટનરશીપ ફર્મ કિસ્સામાં POA રજૂ કરવાની રહેશે.
19. જ્યારે વર્ક ઓડર આપ્યા બાદ કોઈ ઇજારદાર અને નગરપાલિકા વચ્ચે કોઈ મતે વિવાદ, ગેરસમજ કે તકરાર ઉદ્ભવે તો તે અંગે ચીફ ઓફિસરને રજુઆત કરવાની રહેશે તેમજ ચીફ ઓફિસર દ્વારા કરેલ નિર્ણય સામે નારાજગી રહે તો તે સંજોગોમાં નામદાર કોર્ટના બદલે પહેલા The Gujarat Public Work Contracts Dispute Arbitration Tribunal Act, 1992 મુજબ કાર્યવાહી કરવાની રહેશે.
20. પ્રોજેક્ટ પૂર્ણ થયા બાદ જરૂરીયાત મુજબનું મીટર કનેક્શન તેને લગતા ડીપાર્ટમેન્ટ પાસેથી મેળવી આપવાની જવાબદારી એજન્સીની રહેશે. મીટર કનેક્શન માટે ભરવાનો થતો જરૂરી ચાર્જ પણ એજન્સીએ જ ભરવાનો રહેશે. મીટર કનેક્શન માટે થયેલ ખર્ચ અંગેની પહોંચ રજુ કરી રનિંગ બિલમાં તે ખર્ચ આપવામાં આવશે.

SECTION - 2

QUALIFICATION INFORMATION

ALIFICATION INFORMATION

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

1. For Individual Bidders

1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration

-

Principal place of business

Power of attorney of signatory of Bid

(Attach)

1.2

Total value of Civil engineering constructions Work performed in the last five years (in Rs. Lakhs)	2025-2026
	2024-2025
	2023-2024
	2022-2023
	2021-2022

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

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

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

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

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

Year	Name of the work	Name of the Employer	Quantity of work performed					Remarks * (indicate contract Ref)
			Cement Concrete (Including RCC & PCC) (Cum/MT)	Masonry (Cum/MT)	Paver block (Sqm)	Earth Works (Cum/MT)	Bituminous Work (Cum/MT)	
20__-20__								
20__-20__								
20__-20__								
20__-20__								
20__-20__								

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

(A) Existing commitments and on-going works:

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

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

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

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

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

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

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

- 1.7** Proposed sub-contract and firms involved

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

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

- 1.8** Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.

- 1.9** Deleted

- 1.10** Deleted

- 1.11** Information on Litigation history in which the Bidder is involved.

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

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

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

- 1.13** Proposed work method and schedule.

Proposed work plan and methodology to be adopted

Proposed project schedule and timeline to be adopted with key Milestones

Progress Monitoring Reports formats

Quality assurance plan adopted by Contractor

Construction material and labor management plan

Safety plan adopted by Contractor

Photographs for quality of construction of similar projects

Benefits/ Advantages of hiring 'you' for this project

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

- 1.14** Programme

2. Deleted

3. Additional Requirements

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

(i) Affidavit

(ii) Undertaking

* Fill the name of consultant

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

(CLAUSE 4.5.6 OF ITB) BANK CERTIFICATE

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

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

(Signature)
Name of Bank
Senior Bank Manager
Address of the Bank

AFFIDAVIT

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

SECTION - 3

CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL.

1. Definitions

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

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

Compensation Events are those defined in Clause 44 hereunder

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

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

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

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

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

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

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

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

The Employer Chief Officer, Employers representative, Employer Chief Officer who is overall in charge of the works and contract signing authority.

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

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

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

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

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

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

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

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

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

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

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

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

A **Variation** is an instruction given by the Engineer, which varies the Works. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.
- 2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)
- 2.3** The documents forming the Contract shall be interpreted in the following order of priority
- (1)** Agreement
 - (2)** Letter of Acceptance, notice to proceed with works
 - (3)** Contractor's Bid
 - (4)** Contract Data
 - (5)** Conditions of Contract including Conditions of Contract
 - (6)** Specifications
 - (7)** Drawings
 - (8)** Bills of quantities and
 - (9)** Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Sub-Contracting

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

8. Other Contractors

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

9. Personnel

- 9.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by 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.
- 9.2** If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractors Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

- (a)** Loss of or damage to the works, Plant and materials,
- (b)** Loss of or damage to Equipment
- (c)** Loss of or damages of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d)** Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

14. Site Investigation Report

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

15. Queries about the Contract data

15.1 The engineer will clarify queries on the Contract Data

16. Contractor to Construct the Works

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

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

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

18. Approval by the Engineer

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

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

18.3 The Engineer's approval shall not alter the contractor responsibility for design of the Temporary works.

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

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

19. Detailed Survey, Investigation, Design, Drawings and As-Built Documentation

The successful Bidder/Contractor shall carry out all necessary site surveys, topographical surveys, utility surveys, route surveys, traffic observations, field investigations, and collection of data required for planning, designing, and execution of the Iconic Road Development Project. The Contractor shall verify all existing site conditions, road geometry, right-of-way, utilities, drainage arrangements, levels, structures,

trees, street furniture, lighting infrastructure, and all other features likely to affect the execution of the work.

Before commencement of any work, the Contractor shall conduct detailed surveys of all proposed locations and prepare detailed Good for Construction (GFC) Drawings incorporating all components of the project, including but not limited to road works, footpaths, cycle tracks, drainage systems, landscaping, street furniture, utility corridors, lighting systems, signage, road markings, public amenities, and other associated infrastructure. The GFC Drawings shall be submitted to the Employer/Client or its Representative (PMC) for review and approval. No work shall be commenced without obtaining the required approval of the GFC Drawings.

The Contractor shall be responsible for carrying out all necessary civil, structural, architectural, landscape, drainage, utility coordination, electrical, illumination, signage, traffic management, and other engineering designs required for successful execution of the project. All drawings, design calculations, working drawings, shop drawings, and technical documents shall be submitted to the Employer/Client or PMC for review and approval prior to execution.

The Contractor shall ensure that all designs and drawings comply with relevant IS Codes, IRC Guidelines, MORTH Specifications, Urban Development Guidelines, applicable statutory requirements, and sound engineering practices. Review or approval by the Employer/Client or PMC shall not relieve the Contractor of responsibility for the adequacy, accuracy, safety, durability, functionality, and performance of the works.

Upon completion of the project, the Contractor shall prepare and submit comprehensive As-Built Drawings accurately showing the actual works executed at site, including all revisions, modifications, dimensions, levels, utilities, road furniture, lighting systems, landscaping works, and other infrastructure components. The As-Built Drawings shall be submitted in both hard copy and editable soft copy formats as approved by the Employer/Client or PMC.

The Defect Liability Period (DLP) shall form an integral part of the Contract and shall commence from the date of successful completion, testing, commissioning (where applicable), and handing over of the works to the Employer..

20. Safety

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

21. Discoveries

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

22. Possession of the Site

22.1 The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

22.2 If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

23. Access to the Site

23.1 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 plants are being manufactured/ fabricated/ assembled for the works.

24. Instructions

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

25. Disputes

- 25.1** If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Chirf Officer, MODASA NAGARPALIKA within 14 days of the notification of the Engineer's decision

25.2

- (a)** Deleted.
- (b)** Deleted.

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

26. Procedure for Disputers

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

27. Deleted

B. TIME CONTROL

28. Programme

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

29. Extension of the Intended Completion Date

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

30. Deleted

31. Delays Ordered by the Engineer

- 31.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the works.

32. Management Meetings

- 32.1** 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.
- 32.2** 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.

33. Early Warning

- 33.1** 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.

- 33.2** 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

34. Identifying Defects/ Defect liability period

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

- ~~(a) For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.~~
- ~~(b) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender), the period shall be 12 (Twelve) months from the certified date of completion or one monsoon, whichever is later.~~
- (c) For major projects costing more than Rs. 1 crore, the period shall be 36 Months from the certified date of completion which should include five monsoons.
- ~~(d) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later.~~

For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

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

34.2 Free maintenance guarantee period for works of

- (a) For resurfacing work of road free maintenance guarantee period one year from the date of completion.
- (b) In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give four years free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of Engineer in charge. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during the maintenance period of 5 years is worn out then agency shall have to provide renewal coating as per tender item as directed by the Engineer-in- charge. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 5 years) is over.

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

- (1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.
- (2) 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer / indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released. (Govt. of Gujarat's G.R. No.: TNC-10-2013-3(Part-3)/C, Dtd. 13/12/2013).
- (3) Videography for the surface under Maintenance Guarantee is to be done as per Govt. letter No.: SSR/10/2015-16/26/C, Dtd. 26/11/15 for the work costing more than Rs. 5.00 Crore.
- (4) Setting up of adequate laboratory & deployment of quality engineers.
The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineer's

representative) by contractor in writing, Rs.2,00,000/- shall be withheld. The qualified quality Engineer shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs.20,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineers shall not be refunded.

- (5) Asphalt work will have to be cross checked as per G.R. No.: RGN/60/2006/35/C, dtd.31/05/07 before final bill is paid.
- (6) Maintenance during Construction Period During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Executive Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.
- 34.3 The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities the Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

35. Tests

- 35.1 If the engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.
- 35.2 1% of the amount of **work done** should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.
- 35.3 Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a pukka laboratory building with all facility on site at location specified by the MODASA NAGARPALIKA.

36. Correction of defects

- 36.1 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. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 Every time notice of a Defect is given; the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

37. Uncorrected Defects

- 37.1 If the Contractor has not corrected 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 pay this amount.

D. COST CONTROL

38. Bill of Quantities

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

39. Change in the Quantities

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

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

40. Variations

- 40.1** All Variations shall be included in updated programmes produced by the Contractor.

41. Payments for Variations

- 41.1** If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as under.
- (i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there is more than one comparable item, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.
 - (ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above.
 - (iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Superintending Engineers stationed at the same place or the nearest place.
- 41.2** If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the MODASA NAGARPALIKA does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such

rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.

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

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

42. Cash Flow Forecasts

42.1 When the programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

43. Payment certificates.

43.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

43.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 32.3 of the Contract Data (secured Advance).

43.3 The value of work executed shall be determined by the Engineer.

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

43.5 The value of work executed shall include the valuation of variations and compensation events.

43.6 The Engineer 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

44. Payments

44.1 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 within 28 days of the date of each certificate.

44.2 Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

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

45. Compensation events

45.1 The following are compensation Events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor

45.2 In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

46. Tax

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

46.2 GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

47. Currencies.

47.1 All payment shall be made in Indian Rupees.

48. Price Adjustment

48.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the contract data.

(c) Following expressions and meanings during to the work done during each month

R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

48.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

49. Retention

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

49.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

49.3 On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

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

submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.

50. Liquidated Damages

50.1.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

50.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.

50.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

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

51. Bonus – Deleted

52. Advance Payment - Deleted

53. Securities

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

54. Deleted

55. Cost of Repairs.

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

E. FINISHING THE CONTRACT

56. Completion

- 56.1** 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.

57. Taking Over

- 57.1** The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

58. Final Account

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

59. Operating and Maintenance Manuals

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

60. Termination

- 60.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 60.2** Fundamental breaches of Contract include, but shall not be limited to the following:
- 1.** The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer
 - 2.** The Engineer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
 - 3.** The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation
 - 4.** A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate
 - 5.** 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;
 - 6.** The Contractor does not maintain a security which is required;
 - 7.** The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
 - 8.** If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

- 60.3** When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 60.4** Notwithstanding the above, the employer may terminate the Contract for convenience.

61. Payment upon Termination

- 61.1** 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 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.
- 61.2** 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 cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

62. Property

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

63. Release from Performance

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

F. SPECIAL CONDITIONS OF CONTRACT

64. LABOUR

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

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

65. COMPLIANCE WITH LABOUR REGULATIONS

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

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

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

- A) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B) **Payment of Gratuity Act. 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- C) **Employees P.F. and Miscellaneous Provision Act 1952:** - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are:
1. Pension or family pension on retirement or death, as the case may be.
 2. Deposit linked insurance on the death in harness of the worker.
 3. Payment of P.F. accumulation on retirement/death etc.
- D) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F) **Minimum Wages Act 1948:** - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G) **Payments of wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H) **Equal remunerations Act 1979:** - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I) **Payments of Bonus Act 1965:** - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- J) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- K) **Industrial employment (standing Orders) Act 1946:** - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act

provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- L) Trade Unions Act 1926:** - The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M) Child Labour (Prohibition & Regulation Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N) Inter – State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- O) The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.

All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.

- P) Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- Q) Royalty charges:** -The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- R) Following Pollution control Acts and amendments made thereof from time to time shall be applicable.**
1. Water (Preservation and control of Pollution) Act, 1974
 2. Air (Prevention and Control of Pollution Act 1981
 3. Environmental (Protection) Act 1986
- The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001- 2015
- S) Arbitration (GCC Clause 24)**
- The procedure for arbitration will be as follows: -
1. If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Chief Officer(Higher Authority) (Navsari Municipal Corporation) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the #Superintending Engineer.
 2. (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the #Chief

Officer (Modasa Nagarpalika), both the parties have to refer to the #Chief Officer concerned for the conciliation process.

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

T) Detailed Survey, Investigation, Design, Drawings and As-Built Documentation

The successful Bidder/Contractor shall carry out all necessary site surveys, topographical surveys, utility surveys, route surveys, traffic observations, field investigations, and collection of data required for planning, designing, and execution of the Iconic Road Development Project. The Contractor shall verify all existing site conditions, road geometry, right-of-way, utilities, drainage arrangements, levels, structures, trees, street furniture, lighting infrastructure, and all other features likely to affect the execution of the work.

Before commencement of any work, the Contractor shall conduct detailed surveys of all proposed locations and prepare detailed Good for Construction (GFC) Drawings incorporating all components of the project, including but not limited to road works, footpaths, cycle tracks, drainage systems, landscaping, street furniture, utility corridors, lighting systems, signage, road markings, public amenities, and other associated infrastructure. The GFC Drawings shall be submitted to the Employer/Client or its Representative (PMC) for review and approval. No work shall be commenced without obtaining the required approval of the GFC Drawings.

The Contractor shall be responsible for carrying out all necessary civil, structural, architectural, landscape, drainage, utility coordination, electrical, illumination, signage, traffic management, and other engineering designs required for successful execution of the project. All drawings, design calculations, working drawings, shop drawings, and technical documents shall be submitted to the Employer/Client or PMC for review and approval prior to execution.

The Contractor shall ensure that all designs and drawings comply with relevant IS Codes, IRC Guidelines, MORTH Specifications, Urban Development Guidelines, applicable statutory requirements, and sound engineering practices. Review or approval by the Employer/Client or PMC shall not relieve the Contractor of responsibility for the adequacy, accuracy, safety, durability, functionality, and performance of the works.

Upon completion of the project, the Contractor shall prepare and submit comprehensive As-Built Drawings accurately showing the actual works executed at site, including all revisions, modifications, dimensions, levels, utilities, road furniture, lighting systems, landscaping works, and other infrastructure components. The As-Built Drawings shall be submitted in both hard copy and editable soft copy formats as approved by the Employer/Client or PMC.

The Defect Liability Period (DLP) shall form an integral part of the Contract and shall commence from the date of successful completion, testing, commissioning (where applicable), and handing over of the works to the Employer..

G: SPECIAL CONDITIONS OF CONTRACT FOR ELECTRICAL WORK

- 1) Equipment & Machinery on Work Site
The contractor shall provide and maintain in working order power driven machines like welding, drilling machine, drilling machine to make a precise hole in RCC wall, Diamond Cutter, zari cutters, meggar (H.V. & L.V.), multimeter, continuity tester, Lux Meter, Earth Resistance meter etc... till the completion of work.
- 2) The quantity for measurement will be actual quantity used in electrification:
 - The contractor shall bear all incidental charges for the storage and safe custody of the materials at site at his own responsibility.
 - The contractor shall make arrangement at the site of works for safe custody of materials to protect from damage by rain, dampness, fire, theft etc.
 - In case any materials get damaged the contractor shall replace the same at his own cost.
 - The contractor shall furnish to Engineer-in-Charge sufficiently in advance a statement showing his requirements of quantities of materials to be supplied by Owner if any and the time when he will require the same.
 - A day-to-day account of the material supplied by Owner/Contractor shall be maintained by the contractor in the agreed Performa.
- 3) Engineer In charge/Employer will provide operative instructions on regular basis related to project during contract execution period, which are not covered in this tender document. Contractor and his staff at site shall comply all these instructions.
- 4) Client's and Design Consultant's approval will be final in all concerned matters.
- 5) All correspondences between contractor and architect will be through client/PMC, and All correspondence with Client \ PMC should/must be cc to Design Consultant.
- 6) The Electrical contractor must be licensed Electrical contractor.
- 7) The Electrical contractor must have available all kind of necessary equipment's at site.
- 8) The Electrical contractor should get approval prior to appoint any sub agencies for specialized jobs. Client /Consultant/Architect have right to reject any contractor at any stage of project.
- 9) It is required that all insurance formalities & workman's compensation policy should be followed by the contractor.
- 10) All HT cable jointer should possess necessary license for HT cable jointing/termination and should be well experienced with similar work.
- 11) The contractor will have to provide senior Electrical site engineer during the execution of work
- 12) All wiring person must be in possession of wireman license.
- 13) Any kind of junction box plates should match the Wall / slab colour i.e. on Exposed RCC wall / Slab – Provide Cement sheet as a plate, on wooden wall / False Ceiling – Provide wooden, on painted wall – Same colour acrylic / painted wooden or as per Instruction of Architect.

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

Technical & Financial Qualification & Certifications

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

~~The intended criteria are listed below.~~

QUESTIONS If answer is yes, please provided certificates or relevant attachments	Answer
Permanent BICSI RCDD certified employee on board (not consultant) (Submit Copy)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Will you appoint BICSI RCDD certified employee as project manager?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>ISO 9001:2008 certified for Passive Network Infrastructure works.</u> (Certification should be only for Passive Infrastructure works. submit copy)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have OEM Certified Employees on board (at least 3 each)? (Panduit, Molex, Systimax, Siemon, HP, AXIS, Pelco & Fluke) (Submit Certificates)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have at least 3 Certified Cabling Test Technician of any Level—4 Tester manufacturing OEM? (Submit certificates)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Supplier / System Integrator should be in IT infrastructure business since last 5 years (Last year to be counted as 2014). (A company registration copy must be submitted along with all tax registration and Shop registration document copies as proof.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a local registered office / Branch office in Gujarat? (Must submit Gujarat Tax registration details as proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Average Annual Turnover (Audited) for last 3 Financial years from IT Infrastructure business only should be more than INR 3 Cr. (Three Crore) (Average Annual turnover from Passive Infrastructure Business only. Financials should be of only one/single company / entity under which bidder is bidding for the work and bidder should submit company PAN card and Company registration certificate. Partnership or consortium will not be allowed) (submit audited financial results)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you executed large scale IT Infrastructure works for a University campus or Similar facility through a single contract / PO. (If yes submit PO / contract copies of passive infrastructure as proof.)	Yes <input type="checkbox"/> No <input type="checkbox"/>

- 1. Experienced Project Manager must be appointed full time at the site for a complete period of project execution. From the date of issuance of PO till site handover.**
- 2. Daily work permit and Weekly meeting along with necessary approvals required as per ABFPL**
- 3. All safety and security are to be considered by SI on their own cost**
 - a. Full harness Belts**
 - b. Safety Helmet**
 - c. Safety Jacket**
 - d. safety Shoes**
 - e. safety Goggles**
- 4. Scaffold must be used to work at height above 2 Meters. Scaffold must have hard wooden platform.**
 - a. Side barricading is must while using the scaffolding at any area**
 - b. Timber Lift will not be allowed**
- 5. Boom Lift must be used to work at height above 25 Ft.**
- 6. SI must appoint One Full time Safety Engineer at site till the site handover. Safety engineer must provide**

~~training to all engineers every day at the assembly area-~~

~~7. Hand gloves must be used for grinding or metal cutting activity~~

~~8. Use of F-15 crane for loading, unloading the material at the site~~

~~9. Security of the materials / personal will be in Supreme scope of the vendor / SI~~

~~10. All the engineers / Team members / Labourers must be covered under health & general insurance. Also, all engineers must have PF accounts.~~

~~11. Hard Barricading must be used at all outside works in the campus like HDPE / DWC duct laying, Digging, Chamber construction etc. Without Hard Barricading no work will be allowed in the trenches~~

~~12. Photo ID Cards must be issued to all level of Site Personnel employed by Contractor.~~

~~13. Emphasis shall be given to the sub-contractor who has already completed similar kind & Magnitude of projects~~

SPECIAL CONDITION OF CONTRACT

- ~~Contractor shall provide One Vehicles of Sedan category SWIFT DZIRE or equivalent (Manufacturing of 2017 & above) with Driver and POL for requirement of employer/client as directed movements limited to 100 kms per day & 8 hours average duty complete. (No other payment will be admissible except toll tax and that will be reimbursable separately as per actuals receipts).~~
- ~~The Contractor shall submit high resolution photographs (one set minimum 30 Images) of work done on monthly basis. Photos to be submitted in the form of soft copy (DVD/CD) & hardcopy on monthly basis along with each running bill at his own cost.~~
- **Drawing, Design, Survey and GFC Documentation**
 - The Contractor shall undertake all necessary site surveys, route surveys, topographical surveys, utility surveys, traffic surveys, field investigations, and geotechnical investigations required for planning, design, and execution of the works. The Contractor shall verify all existing site conditions, dimensions, levels, utilities, structures, and other relevant details before commencement of the work.
 - The Contractor shall prepare all detailed hydraulic, structural, architectural, landscape, electrical, illumination, signage, traffic management, utility coordination, and other engineering designs required for successful execution of the project. The Contractor shall also prepare all Good for Construction (GFC) Drawings, shop drawings, working drawings, fabrication drawings, construction details, and design calculations based on the intent drawings and requirements specified in the tender documents.
 - The Contractor shall submit all drawings, design calculations, technical documents, and GFC drawings to the Employer/Client or its Representative (PMC) and Architect, wherever applicable, for review and approval before commencement of the respective works. No work shall be executed without obtaining the required approvals.
 - The Contractor shall prepare and submit a detailed drawing submission schedule along with an integrated project programme immediately after receipt of the Letter of Acceptance or Engineer's order to commence the works. The drawing submission programme shall be compatible with the overall construction programme and shall be updated periodically as directed by the Engineer-in-Charge.
 - After approval of the relevant drawings by the Engineer-in-Charge and Architect, wherever applicable, the Contractor shall prepare samples, prototypes, and mock-ups at site for inspection and approval. Full-scale execution of the respective work shall commence only after obtaining approval of the mock-up from the Engineer-in-Charge and Architect.
 - Whenever a drawing is revised, all revisions shall be clearly identified by revision numbers, revision clouds, or other approved methods. Details of the current revision, revision date, and references to superseded drawings shall be clearly indicated to facilitate review and construction control.
 - The Contractor shall maintain complete records of all approved drawings at site and ensure that only the latest approved revisions are used for execution of the works.
 - Upon completion of the project, the Contractor shall prepare and submit comprehensive As-Built Drawings accurately depicting the works actually executed at site, including all modifications, deviations, dimensions, levels, utilities, services, and other construction details. The As-Built Drawings shall be submitted in both hard copy and editable soft copy formats as approved by the Employer/Client or PMC.
 - The cost of all surveys, investigations, designs, design calculations, GFC drawings, shop drawings, working drawings, fabrication drawings, mock-ups, revisions, As-Built Drawings, and all associated documentation shall be deemed to be included in the Contractor's quoted rates and contract price. No separate payment shall be made on this account.
 - Review, comments, or approval of any drawings, designs, calculations, mock-ups, or technical documents by the Employer, PMC, Architect, or Engineer-in-Charge shall not relieve the Contractor of responsibility for the accuracy, adequacy, safety, stability, functionality, quality, or performance of the works.

➤ **Sample Approval and Mock-up at site**

- The concept of sample & mock-ups is to assess the performance parameters/ quality standards for any specified item in the project. The main objective of the section is to address most issues prior to construction, and to minimize disruption in the critical path of the construction program. It is elaborated as follows;
- a. Determine whether the Contractor possesses required skill level necessary to construct the activity, assemblies or systems such that the built construction will satisfy specified requirements
- b. To understand the sequence of operations and discuss alternative sequencing options, if any
- c. To assess the standard of workmanship and aesthetics that are to be replicated throughout the project
- d. To recognize and resolve potential areas of conflict prior to the commencement of construction

➤ **Sample**

- Contractor shall submit samples of an item/material from preferred make list for approval by Engineer In Charge & Architect. Before proposing any make from the make list, contractor has to ensure that the product of same is confirming to the specifications/parameters mentioned in BOQ item, technical specifications and other applicable relevant codes. Submitted samples shall be approved by architect & Engineer incharge and their decision shall be final and binding to contractor. Contractor shall submit photograph of approved sample having sign/stamp of Engineer Incharge & Architect to all relevant authorities.
- Contractor shall make arrangement for placing a yard room which can be used for storing indoor and outdoor samples. The samples kept in this room shall be marked, labelled and stored in an orderly manner to enable easy access at any time during the entire course of construction, up to completion.
- No deviation from the approved list of makes shall be permitted. In case, certain items of equivalent is mentioned, the same shall be got approved from Engineer Incharge & Architect before ordering.

➤ **Mock-up**

- After sample approval, Contractor shall prepare a mock-up as per drawing.
- Contractor has to prepare a sample stretch of 200 m road including all finishing items such as walkway, kerbing, street furniture, cycle track, road marking, plantation, lighting, street furniture, utilities etc. complete at all streets for approval of the Engineer-in-charge and the Architect before starting for full stretch of the road.
- Payment shall be made for approved sample/mock-up only.
- The space for mock-up shall be arranged by GMC free of cost.
- Contractor to prepare complete mock-up within one month from the date of start of work, to the satisfaction of the Engineer-in-charge and the Architect.
- Approval shall be given by the Engineer-in-charge and the Architect. It shall not absolve the Contractor from the responsibility of replacing defective material brought on site or materials used in the work, in case they are found defective at a later date. The Contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge or Architect.

➤ **Barricading**

- The contractor shall provide suitable barricading as per the item description and technical specification.
- Stability of barricades shall be the full responsibility of the contractor.
- The barricading provided shall be retained in position at site continuously and shall be shifted from one location to another location as many times as required during the execution as instructed by Engineer-In-Charge of the entire work till its completion. The barricading shall not be removed without prior approval of Engineer-in-Charge.
- Maintenance of barricading for damages, painting, all incidentals, labour, materials, equipments is deemed to be part of rates quoted by contractor and no extra claim shall be entertained for same.

➤ **Diversion**

- Contractor shall make necessary arrangement for traffic diversion such as traffic signals during construction at site for day and night, glow lamps, reflective signs, marking, flags, caution tape, traffic marshal to divert the traffic/guide vehicular movement as directed by the Architect & Engineer-in-Charge.
- The Contractor shall ensure that shall ensure minimum possible hindrance to the traffic movements on public roads due to his materials, plant, temporary works etc. No materials shall be stacked on public roads and thoroughfares. Contractor shall get the approval of "Traffic Management Plan". Employer shall assist the contractor in getting the necessary approval from the concerned departments. The Cost incurred shall be borne by the Contractor.

➤ **Site Office-** The Contractor shall provide a well-equipped site office for the Engineer in charge and clients representative for the complete duration of the contract till completion/commission of the Project excluding O&M. Following facilities are to be provided. For these facilities no separate payment shall be made.

1. Office area of total 100 Sq.m.
 2. Well-ventilated sitting area with fans and with 1 A. C. Cabins of 15 sq. m. each and conference cum meeting room with conference table, revolving chairs and appropriate size of the display board.
 3. Tables, chairs and cupboards of appropriate size suitable for offices.
 4. One I-5 Generation computers with 17" monitor, 1 TB Hard disk, CD combo drive, Laserjet Printer, Internet facility & Computer Operator for the Project duration for the PMC/Client representative on site.
 5. Toilets
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ખાસ શરતો

Name of work - ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI

1. દરેક બિલમાંથી સરકારશ્રીના પ્રવર્તમાન નિયમાંનુસાર લાગુ પડતો ઇન્કમેટેક્ષ, જી.એસ.ટી. કે અન્ય ટેક્ષની કપાત કરવામાં આવશે.
2. સદર ટેન્ડરમાં ટેન્ડર ફી અને ઇ.એમ.ડી. ચીફ ઓફિસર, મોડાસાના નામના કાઢવાના રહેશે .
3. આ કામગીરી કોઈપણ સંજોગોમાં તેમજ બધી ઋતુઓમાં કરવાની રહેશે. જો મનસ્વીપણે એક તરફી બંધ કરશે તો સક્ષમ સત્તાની મંજૂરીને આધીન કોટ્રાક્ટરની સિક્યોરીટી ડિપોઝીટ જમ કરવામાં આવશે
4. સદર એજન્સીના કર્મચારીઓને કામ કરતાં અન્ય કોઈ રીતે અકસ્માત કે ઇજા થાય અને અશક્ત બને / મૃત્યુ પામે તો તેની સઘળી જવાબદારી એજન્સીની રહેશે. આ માટે કાયદેસરનું વળતર ચૂકવવાની જવાબદારી એજન્સીની રહેશે. આ અંગે કર્મચારી પ્રોવિડંડ કાયદો, પગાર ચુકવણી, મજૂર કાયદો, બોનસ, મિનિમમ વેજીસના કાયદાઓના નિયમોનો ચુસ્તપણે પાલન કરવા તમો જવાબદાર છો. પી.એફ./ ઇ.એસ.આઈ.એસ./ વર્કમેન કોપેનસેશન/ ગ્રૂપ વીમો વગેરે જે લાગુ પડતો હોય તે એજન્સીએ લેવાનું રહેશે. આ માટે ઊભી થતી તમામ જવાબદારી ખર્ચ / વળતર એજન્સીએ ભોગવવાનું રહેશે અને ઇન્કમેટેક્ષના નિયમ મુજબ કપાત તમારી કક્ષાએથી કરવાની રહેશે.
5. ટેન્ડર ભરતી એજન્સી અથવા કંપની છેલ્લા પાંચ વર્ષમાં કોઈ પણ સંસ્થા દ્વારા બ્લેકલિસ્ટ અથવા ડીબાર્ડ થયેલ હોય / ન થયેલ હોય તેની વિગતો આપવાની રહેશે. ખોટી વિગતો આપવા બદલ ધ્યાને આવેતો તુરંત ઇજારદારને ગેરલાયક ઠેરવી EMD જમ કરી બ્લેક લિસ્ટ કરવા સુધીનો નિર્ણય લેવામાં આવશે.
6. અનઓર્ગેનાઇઝ લેબર સોસિયલ સિક્યોરીટી એક્ટ-૨૦૦૮ ની જોગવાઈ અનુસાર તમામ મજૂરોને ઇ-શ્રમ કાર્ડ / ઇ-નિર્માણ કાર્ડ આપવું જરૂરી છે. જે મુજબ દરેક શ્રમિકની નોંધણીની વિગતો અત્રેની કચેરીએ રજૂ કરવાની રહેશે.
7. જો કોઈપણ કામગીરીમાં કોટ્રાક્ટરના માણસો દ્વારા કરવામાં આવતું કામ કોર્પોરેશનને સંતોષકારક લાગશે નહીં તેવા કિસ્સામાં માણસો બદલી અપેક્ષીત કામગીરી કરાવી આપવાની રહેશે. અન્યથા કોઈપણ જાતના કારણો આપ્યા સિવાય કોન્ટ્રાક્ટરને આપેલો કોન્ટ્રાક્ટ દિન-૧૦ ની નોટીસ આપી નગરપાલિકા રદ કરી શકશે, અથવા જો કોઈ ઇજારદાર ટેન્ડર/કરારની શરતોનો ભંગ કરતો માલૂમ પડશે તો નગરપાલિકા નોટીસ આપી રદ કલાકમાં સદર ઇજારો રદ કરી શકશે.
8. સદર કામમાં જથ્થા વધારો કે એક્સ્ટ્રા આઈટમ ના લીધે ટેન્ડર રકમ માં થતા વધારાની રકમ પર ૩% સિક્યોરીટી ડીપોઝીટ /પરફોર્મન્સ બોન્ડ પેટે ભરવાની રહેશે.
9. સરકારશ્રી ના વખતો વખત ના ઠરાવ મુજબ ઇજારદારશ્રીએ મેન પાવરને લઘુત્તમ વેતન ચૂકવવાનું રહેશે. તેમજ કામદારને નિયમોનુસાર ESI, EPF બોનસ, ચૂકવવાનું રહેશે તથા તે અંગેના આધાર પુરાવા રજૂ કરવાના રહેશે.
10. સદરજુ ટેન્ડરમાં સરકારશ્રી ની ખરીદનીતી-૨૦૨૪, કે અન્ય કોઈ પણ સરકારશ્રીના પ્રવર્તમાન ઠરાવો, નિયમો, પરિપત્રો અને નગરપાલિકાની સત્તા સોંપણી ના નિયમો મુજબની કાર્યવાહી કરવાની રહેશે.
11. ઇજારદારશ્રીએ ડીફેક્ટ લાયબીલીટી પિરીયડ દરમિયાન પોતાનો સ્ટાફ રાખી આ ટેન્ડર ના સ્કોપમાં આવતા તમામ કામની નિયમિત સ્થળ તપાસ કરી Monthly Report મોડાસા નગરપાલિકાને આપવાનો રહેશે.
12. ટેન્ડરની સમગ્ર કામગીરી દરમિયાન મોડાસા નગરપાલિકાને આર્થિક નુકશાન થાય તે પ્રકારની કામગીરી/કૃત્ય માટે ઇજારદારશ્રી વિરુદ્ધ ફોજદારી કાર્યવાહી હાથ ધરવામાં આવશે. તે મુજબની શરત ટેન્ડરમાં રાખવી.
13. ઇજારદારે ટેન્ડર ની સમયમર્યાદા પૂર્ણ થવાના ૧ મહિના પહેલા નિયત કારણોસર વિલંબના કિસ્સામાં નિયમોનુસારની મંજૂરી સક્ષમ સત્તાધિકારીશ્રી પાસેથી મેળવી લેવાની રહેશે.
14. સદર કામગીરી દરમિયાન અન્ય કોઈ વિભાગ દ્વારા દંડનીય કાર્યવાહી કરવામાં આવે તો તેનો દંડ તથા અન્ય ખર્ચા ઇજારદારશ્રી એ ભોગવવાનો રહેશે.
15. સદરજુ ટેન્ડરમાં ૪.૯૦% સ્ટેમ્પ ડ્યુટી ઇજારદારશ્રી એ ભરવાની થાય છે.

SECTION - 4

CONTRACT DATA

CONTRACT DATA
Clause Reference With respect to section

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

1.	The Employers is	[CL.1.1]
Name : Modasa Nagarpalika, Modasa		
Address: The Chief Officer, Modasa Nagarpalika, Modasa		
Name of authorized Representative (will be intimated later)		
2.	The Engineer is The Chief Officer, Modasa Nagarpalika, Modasa	
Name of Authorized Representative: (The Chief Officer, Modasa Nagarpalika, Modasa)		
3.	The Defects Liability Period is 3 (Three) years from the date of completion.	[CL.1.1&33]
4.	The Start Date shall be 1st days for the date of issue of the Notice to proceed with the work.	[CL.1.1]
5.	The Intended Completion Date for the whole of the works is 18 Months after start of work with the following milestones:	[CL.1.1,17&2]
6.	Milestone dates:	[CL.2.2& 49.1]
	Physical works to be completed Period from the start date Milestone 1 i.e. 20 % in 100 days. Milestone 2 i.e. 40% in 200 days. Milestone 3 i.e. 80% in 300 days. Milestone 4 i.e. 100% in 365 days.	
7.	The Site is located at Modasa	[CL.1.1]
	The name and identification number of the Contract is: BID DOCUMENT FOR ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI	
8.	The works consist of road works with footpath and landscaping with items as per B.O.Q. The works shall, inter alia, include the following, as Specified or as directed:	[CL.1.1]

(A) Road Works, footpath and signages

Nagarplaika is the local civic body responsible for the administration of Modasa. MODASA NAGARPALIKA is planning the CONSTRUCTION WORK OF ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT- ARVALLI Final area may vary during the execution stage. The contractor upon appointment shall have to conduct a detailed TSS survey of the site and share it to the design consultant and client. The GFC provided will be based on contractor's survey.

Scope of Work:

TSS Survey

Site clearance

Setting – out the layout

Construction of Amphitheatre, gazebo, pathways, Stone Carved Column, Stone Carved Gate, Stone Carved Jali, Stone Bollard with Lights.

Placing of utilities like electrical works and other related items, shifting of existing utilities.

Placing of urban furniture and wayfinding signages

Landscape and horticulture work.

Construction of water fountain

The contractor shall carry out all the process & hydraulic design, civil, structural, mechanical, electrical, Stone Carving design and instrumentation designs and submit to client or their representative for review and approval before executing the same. This is applicable to all the components of this project.

Rectification of the defects in the completed works during the Defects Liability Period

Other item of work as may be required to be carried out for completing the work in accordance with the drawings and the provisions of the contract and to ensure safety.

Operation and Maintenance after completion of construction including periodically Cleaning of the place, repairing work, paint work periodically every year, rust removing etc...

Submission of “As-built” drawings

[CL.1.1]

(B) Electrical works**GENERAL INSTRUCTIONS FOR ELECTRICAL WORK****1 Scope of work**

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

1.2 TRAINING OF OWNER PERSONNEL

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

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

2 Location

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

3 Drawings, Specifications & Deviations

The drawings and specifications lay down minimum standards of equipment and workmanship. Should the tenderer wish to depart from the provisions of the

specifications and drawings either on account of manufacturing practice or for any other reasons, he should clearly draw attention in his tender to the proposed points of departures and submit such complete information, drawings and specifications as will enable the relative merits of the deviations to be fully appreciated. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intents of the specifications and drawings and their compliance with the statutory provisions and local codes.

In case of discrepancy between the drawings and specifications, the tenderer shall assume the more stringent of the two and furnish his rates accordingly.

The Contractor shall prepare fabrication and working drawings and all work shall be as per the approved working drawings. Approval of drawings does not relieve the Contractor of his responsibility to meet with the intents of the specifications. All such drawings for approval shall be in duplicate.

Equipment data shall be submitted along with the filled tender. The contractor shall be responsible for any unfilled data of the data sheets and the same shall be executed according to the requirements of the Engineer in charge / Consultant without any extra cost.

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

3.6 Drawings

The successful bidder shall have to undertake site surveys, route surveys for ascertaining the terrain and planning the scheme as well as to conduct geotechnical investigations for designing of foundation system of various structures. The contractor shall carry out all the hydraulic design, structural, mechanical, electrical designs, and submit to client or their representative, along with all the good for construction drawings for review and approval before executing the same. This is applicable to all the components of this project. The successful bidder shall have to prepare and submit 'As Built Drawings' depicting the exact construction carried out on site, in soft and hard copy format. After the work is awarded, the contractor shall submit the following drawings for approval from the Client and Architect/Consultant as per client or his authorized representative's instruction and under guidance

G.A. drawing, Schematic Drawing, Control wiring drawing and detailed BOQ for all the Substation equipment's, Panels, DB, including Foundation drawings for equipment.

b. Earthing pits layout, including routing of earthing tape for equipment.

Cable Routing, Cable cut schedule, Sections showing number and size of cables in cable trench, Fixing Details of Cable Trays.

d. Block diagram for Power equipment earthing.

e. foundation details of any structure/pole.

f. Fixing details of Light fixtures

g. Any other drawing required for completion of the project if required.

Tools and Spare Parts:

All the tools, tackle, scaffolding and staging require for erection and assembly of the equipment and installation covered by the contract shall be obtained and maintained by the contractor himself. All other materials such as foundation bolts, nuts, anchor fasteners etc. required for the installation of the plant shall also be supplied and included in the contract.

Tenderer should submit the spares recommended by him for two years operation of each type of equipment covered by these specifications on completion of work.

5 Testing & Handing over

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

All equipment shall be tested after carrying out necessary adjustments and balancing to establish equipment ratings and all other design conditions. At least six sets of readings shall be taken for each item tested and submitted.

It will be the responsibility of contractor to keep watch on the under execution / executed cables & etc. equipment of the system up to handing over the project.

The project shall be handed over after satisfactory testing along with six sets of documentation along with two sets of soft copy each consisting of:

Detailed equipment data as approved by the Consulting Engineers/Employer.

Manufacturer's maintenance and operating instructions.

Set of drawings, showing plant layouts, piping, ducting, cabling etc.

Approved Test reading & certificate of local authorities.

List of recommended spares.

Submission of the above documentation shall form a precondition for the final acceptance of the plant and installation and final payment.

6 Performance guarantee

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

7 Defects Liability

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

8 Statutory Inspections

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

9 LOAD SANCTION/APPROVALS FROM STATUTORY AUTHORITIES

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

- a. Submission of Application for load sanction to local electricity company.
- b. Obtaining the principal load sanction.
- c. Arranging inspection of LT metering room by Local Electric supply Authority officials.
- d. Obtaining the final load sanction after submitting required documents.
- e. Arranging energization of power from Local Electric supply Authority.
- f. Arranging Electrical Inspectorate approval for ESS Installation.

g. Contractor shall carry out all the required liaisoning with the local authority for obtaining the Fire NOC if required as per rules and regulations of NBC / Local Norms. For ease of work Contractor has to first pay the official fees incurred for the same and shall be reimbursed by the client on producing the original receipts. Contractor must have submitted all original challan/receipt to client for ESS approval from Electrical Inspectorate

10 Temporary wiring

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

Employer, engineer in charge, consultants shall not be responsible for such accidents, mistake etc.

11 Completion Drawing

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

12 GA Drawings

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

13 Works to be done by the Contractor

1. The contractor shall also furnish 4 copies of detailed installation, operation and maintenance manuals of manufacturers for all items of equipment together with all relevant data sheet, spare parts catalogues, repairs, assembly and adjustment procedure etc.
2. The contractor shall furnish such facilities as will be necessary for inspection of the equipment before dispatch at the manufacturer's works and also for witnessing such tests, at the works, if so, required by employer/consultant.
3. Copies of all documents for routine, acceptance and type test certificates of the equipment carried out at the manufacturers premise shall be furnished to the employer along with supply of equipment.
4. The contractor shall coordinate his work and cooperate with other agencies by exchange of all technical information like details of foundation, weight, overall dimensions, clearances and other technical data required for successful and proper completion of his portion of the work in relation to the work of others without any reservation. No remuneration shall be claimed for such cooperation.
5. Care shall be taken, while handling/installing the equipment to avoid damage to the building as well as equipment. On completion of installation, the contractor shall arrange to repair all damages to the building and equipment caused during installation so as to bring to the original condition without any extra cost.
6. The substation installation shall be got inspected by the contractor from local licensee before energizing the substation. All the observations/ deficiencies pointed out by the inspecting authorities shall be complied with by the contractor on priority
7. The contractor shall operate the substation and Panels for a period of fifteen days after it is energized. The date of taking over of the substation shall be reckoned after its trouble-free operation during the running in period.
8. Sealing of all floor openings provided for electrical pipes and cables, from fire safety point of view, after laying the same without any extra cost.
9. Testing and commissioning of completed installation.
10. All tools and tackles required for handling of equipment and material at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

<p>11. The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work. Recessed conduit and other works, which directly affect the progress of building work, should be given priority.</p> <p>12. No structural member in the building shall be damaged / altered, without prior approval. All openings provided by others for electrical services shall be grouted / filled by the contractor after installing the cables/conduits etc. as the case may be, by any suitable means as approved by the engineer in charge without any extra cost. All chases required in connection with the electrical works shall be provided and filled by the contractor at his own cost as per instruction of architect to the original architectural finish of the building.</p> <p>13. All the electrical works shall be carried out in accordance with the provisions of Indian electricity act, 1910 and Indian electricity rules, 1956 amended up to date (date of call of tender). All components shall conform to relevant Indian standard specifications, wherever existing, amended up to date.</p> <p>14. For all kind of fabricated equipment, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.</p> <p>15. All testes prescribed in specification, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the engineer in charge in prescribed Performa, forming part of the completion certificate.</p> <p>16. Completion plan (AS BUILT) drawn to the scale to be submitted for each building with location of main switch board, distribution boards, panels, circuit diagram, conduit layouts, points, outlets, light fixtures etc. complete in all respect as per instruction of engineer in charge.</p> <p>17. After completion of works and tests specified above, the various installations of the project can be taken over by the employer as and when these are ready in all respects. The defect liability period of 36 months shall start from the date, when all the installations of the project have been executed, tested as described above, successfully commissioned and handed over.</p> <p>The Contractor has to produce the Final As – Built drawings duly signed by Engineer In charge, Consultant, Architect & Client before finalizing the Final bill. The cost for as built drawing to be borne by the contractor.</p> <p>Final bill will not be considered if as built drawings not provided by contractor as following.</p> <p>Process of as built Drawings:</p> <p>1 set of Hard copy & editable soft copy should be submitted to Engineer In charge. After incorporating the comments received from Engineer in charge Final As built documents as mentioned to be submitted.</p> <p>Final As built documents Submission:</p> <p>1 set of Hard copy & editable soft copy should be submitted to Engineer In charge. After incorporating the comments received from Engineer in charge Final As built documents as mentioned to be submitted.</p> <p>Final As built documents</p> <p>As built drawings with RTP (Reproducible Tracing Paper).: 1 Set</p> <p>As built drawings with Colored Print out: 4 Sets</p> <p>Editable Soft Copy of the same: 6 Copies</p> <p>Instruction and maintenance manual - 6 copies.</p> <p>Test certificates - 6 copies</p>	
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14 Guarantee

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

15 After sales services

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

16 Power Supply at Site**Electricity**

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

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

Liaison with local authority for electrical connections for the Client

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

17 Scope which can be deleted from contractor

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

Addressable Fire Detection System (Only System, Wiring will be in scope of Contractor)

18 Quantity Variation

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

19 Make of Materials

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

20 SAMPLE, SUBMISSION AND APPROVAL

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

All Substation LT Equipment

Conduit and Accessories

<p>Wires & Cables Switches and Sockets Distribution Boards Light fixtures Containment & Accessories Any other Electrical accessories other than (a) to (g) Street Light Pole / Decorative Pole Fountain</p> <p>21 Inspection & Testing Owner reserves the right to inspect any Equipment / Material to be supplied by the contractor as part of his/her scope of work, at manufacturer's works to confirm their conformity to the Contract. The special conditions of contract and / or the Technical Specification shall specify what inspections and tests the Client requires and where they are to be conducted The Contractor shall provide and secure for the Client and his Authorized Representative every reasonable access and facility at the manufacturer works for inspection and testing.</p> <p>All equipment shall be inspected and tested as per an agreed Quality Assurance Plan before the same is packed and dispatched from the Manufacture's Works. The Contractor shall carry out tests as specified/directed by Client or his representatives.</p> <p><u>All the expenses related to inspection at manufacturer's works & at site viz. lodging & boarding, all facilities of including Third Party Inspection (TPI) fees and other related commercial expanses as and where required shall be borne by the Contractor. Mode of transportation is Air lines only and for stay minimum 3-star hotel. If Air lines facility not nearby city, then through then through 1stclass Air conditioning train /Air Conditioning comfortable car</u></p>	
<p>Contractor has to consider lodging, boarding with all facilities for 4 persons from Client / Consultant and his authorized representatives for only Client inspection</p> <p>Contractor has to consider lodging, boarding with all facilities for 4 persons from Client / Consultant and his authorized representatives plus <u>Third-Party Inspection (TPI) fees and other related commercial expanses as and where required for combine inspection with TPI</u></p> <p>All major equipment inspections and tests may be conducted on the premises of the Supplier at point of delivery and / or at the Good's final destination. in presence of Third-Party Inspection (TPI)and/or Client and its representative.</p> <p><u>TPI firms are ERDA/SGS/BVQI/CEIL/TCE/RITES/DNV GL/LLOYDS or any other firm decided by Client (NAGARPLAIKA) and contractor have to correlate with TPI and Client to carry out inspection and testing within stipulated time period so that project schedule time can be adhered to.</u></p> <p>Should any inspected or tested Goods fail to confirm to the Specifications, the Client may reject the same and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Client. The tenderer shall be responsible for communication & co-ordination between all supplier for the compatibility of the various electrical & mechanical equipment. If some data or specification is missing/misleading then the on Modasa Nagarpalika's request, the tenderer shall provide the same in the good interest of the project without additional cost.</p> <p>The Client's has right to inspect, test and, where necessary, reject the Goods after the Good's arrival at site and shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Client or its representative prior to the goods' shipment from the manufacturer Place/country of origin.</p>	

<p>Approvals or passing of any inspection by the owner or his authorized representative shall not, however, prejudice the right of the Engineer-in-Charge to reject the material if it does not comply with the specification when erected or give complete satisfaction in service.</p> <p>BOTH TPI AND CLIENT INSPECTION ON: - LT Panels, UPS, Cable, Light Fixture, ELV System& Equipment (CCTV etc.)</p>	
<p>(D) Landscape works</p> <p>Scope of Work Scope of work of the contract shall include, but not limited to, the following items: Digging of pits and areas for plantation as per drawing Installation of hume pipes for tree roots as specified Supply of garden soil and manure as specified Supply of plants: trees, shrubs, palms and ground cover / creeper as specified Filling pits with garden soil and manure as specified Planting of trees, shrubs, palms and ground cover as specified Staking of trees as specified Preparation of mounds of various size and shape by available excavated / supplied earth in layers. Developing lily pond. Developing topiary Maintenance of landscape for 5 years</p>	

9.	The following documents also form part of the Contract: As per clause 2 -3 (Operation & Maintenance for Electrical & Landscape Work)	[CL.2.3(9)]
10.	The law which applies to the Contract is the law of Union of India	[CL.3.1]
11.	The language of the Contract documents is English	[CL.3.1]
12.	Limit of subcontracting 25% of the Initial Contract Price	[CL.7.1]
13.	The Schedule of Other Contractors (Electrical/Civil)	[CL.8]
14.	The Schedule of Key Personnel As per Annex – II to Section I	[CL.9]
15.	The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always.	[CL13]
16.	Site Investigation report	[CL.14]
17.	The Site Possession dates shall be from the issue of letter of work order	[CL.21]
18.	The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance.	[CL. 27.1]
19.	The period between program updates will be 30 days.	[CL.27.3]
20.	The amount to be withheld for late submission of an updated programme Shall be Rs. 0.10 lakhs per days	[CL.27.3]
21.	The following events shall also be Compensation Events Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.	[CL. 44]

	Removal of underground utilities detected subsequently Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation, Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor. Artesian conditions Seepage, erosion landslide River training requiring protection of permanent work Presence of historical, archeological or religious structures, monuments interfering with the works Restriction of access to ground imposed by civil, judicial, or military authority	
22.	The currency of the Contract is Indian Rupees	[CL. 46]
23.	The formula (e) for adjustment of prices is as under: • If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities (i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100%. R = value of work as defined in Clause 47.1 of Conditions of Contract	[CL.47]

~~Adjustment for labour component~~

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

$$\text{VL} = 0.85 \times (PI/100) \times R \times (Li - L0)/L0$$

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

~~L0 = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India~~

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

~~PI = Percentage of labor component of the work.~~

Adjustment for cement component

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

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

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

~~C₀ = The all-India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

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

~~P_c = Percentage of cement component of the work~~

Adjustment for steel component

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

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

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

~~S₀ = The all-India wholesale price index for steel (**Mild Steel – Long Products Rebars**) on 28 days preceding the date of opening of Bids as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

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

~~P_s = Percentage of steel component of the work~~

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

Adjustments of bitumen component

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

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

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

~~B₀ = The official retail price of bitumen at the IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.~~

~~B_i = The official retail price of bitumen of IOC depot at the nearest centre for the 15th day of the month~~

under consideration.

P_b = Percentage of bitumen component of the work

Adjustment of POL (fuel and lubricant) component

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

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

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

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

F_i = The official retail price of HSD at the existing consumer pumps of IOC at the nearest centre for the 15th day of the month of the under consideration.

P_f = Percentage of fuel and lubricants component of the work

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

Adjustment of other materials Component

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

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

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

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

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

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

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

1.	Labour - P_l	
2.	Cement - P_c	
3.	Steel - P_s	
4.	Bitumen - P_b	
5.	POL - P_f	

6.	Other Materials — Pm	
	Total	

24.	The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price.	{CL. 48}	
25.	Amount of Liquidated damages for delay in completion of works For Whole of work (1/2000)th of the Initial contract price, rounded off to the nearest Thousand, per day. For sectional Completion (wherever specified In item 6 of Contract data) (1/2000)th of initial contract price for 5 km Section, rounded off to the nearest thousand per day.	{CL.49}	
26.	Maximum limit of liquidated damages For delay in completion work	10 percent of the Initial Contract Price rounded off to the nearest thousand	{CL. 49}
27.	Amount of Bonus for early completion	Amount of bonus for early completion of work shall be given as per CL.50 of Section 3	
28.	Maximum limit of bonus for early Completion of work	5 percent of the Contract Price	{CL. 50}
29.	The amount of the advance payment is:	{CL. 51 & 52}	

Nature of Advances			Amount (Rs.) Conditions to Be fulfilled
i	Mobilization	Deleted	
ii	Equipment	Deleted	
iii	Secured Advance for Non-persish able material Brought to site	Deleted	

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

	Repayment of advance payment for mobilization and equipment The advance loan shall be repaid with percentage deduction from the interim payments certified by the Engineer under the Contract. Deduction shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent (collectively for both Mobilization Advance and Equipment Advance) of the amounts of all Interim Payment Certificate until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time	{CL. 51.3}
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	for completion pursuant to Clause 17 and 28.	
31.	Deleted	
32.	The securities shall be for the following minimum amounts equivalent- As a percentage of the Contract Price: Performance Security for 5 percent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5	{CL. 52}
The standard form of Performance security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.		
33.	The Schedule of Operating and maintenance Manuals.....N/A.	{CL. 58}
34.	The date by which “as– built” drawings (in scale as directed) in 2 sets are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.	{CL. 58}
35.	The amount to be withheld for failing to supply “as built” drawings by the Date required is Rs. 0.10 Lakhs per day.	{CL. 58}
36.	The following events shall also be fundamentals breach of contract: “The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC”	{CL.59.2}
37.	The percentage to apply the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 20 per cent.	{CI 60}

OPERATION AND MAINTENANCE CONTRACT FOR ELECTRICAL WORK

OPERATION AND MAINTENANCE MANUALS

As part of the handing over documents, the Contractor shall submit to the Engineer-in-Charge draft copies of comprehensive operating and maintenance manuals, maintenance schedule and log sheets for all systems and equipment included in this contract. These shall be supported with the manufacturer's operating and maintenance manuals.

The manuals shall contain basis of design, detailed technical data and drawings for each equipment as installed, the erection, testing, operation and maintenance procedures, spare parts manual and recommended spares for 60 months' period of maintenance of each equipment.

The Contractor shall also submit the Preventive maintenance schedule for the equipment supplied.

The Contractor shall submit two sets of the final Manuals (incorporating comments, if any, of Engineer-in-Charge) complete in all respects.

~~SECTION E 3: MAN POWER / STAFF FOR THE O & M CONTRACT~~

~~The contractor shall provide qualified and experienced personnel with his personnel identity card and dress necessary as mentioned below for Operation and Comprehensive Maintenance Service Contract for Internal and external electrification works at Modasa. Smoothly/safely and efficiently on a continuous 24x 7 hours basis or as per instruction of engineer for full terms of the operation and Comprehensive maintenance contract-~~

~~ANNEXURE I: REQUIRED MINIMUM QUALIFICATION & NO. OF PERSONNEL~~

S. N.	Designation	Qualification (Minimum)	Experience (Minimum)	No. of persons
1	Engineer-In-Charge	B.E.(Electrical)	B.E.(Electrical) Engineering from recognized University of Gujarat /other State with minimum 5 years' experience in same filed-	1 person Available 24 x 7 (General Shift)
2	Electrical-Supervisor	Minimum second Class P.W.D. pass Supervisor with Govt. License	Minimum 5 years' experience in LT panel (PCC & PMCC), L.T. motors, Starter, Electrical distribution system etc.	1 person- (365 days) (General Shift)
3	Wireman	Minimum 2nd class ITI Electrician / Wiremen Pass	Minimum 5 years' experience in 440 / 230V switch gear and lighting installation.	1 person- (365 days) (For 1 st and 2 nd shift)

S. N.	Designation	Qualification (Minimum)	Experience (Minimum)	No. of persons
4	Wireman Helper	Minimum 2nd class ITI Wireman / Electrician Pass	Minimum 3 years' experience in 440 / 230V switch gear and lighting installation.	1 person (365 days) (For 1 st and 2 nd shift)

ANNEXURE-II: DEPUTATION OF MANPOWER TO CARRIED OUT MAINTENANCE WORK

SHIFT	GENERAL TIMINGS	DESIGNATION	NO — OF PERSONS
GENERAL	9:00 A.M. TO 6:00 P.M (Including recess)	Engineer in Charge	-1
GENERAL	9:00 A.M. TO 6:00 P.M (Including recess)	Electrical Supervisor	-1
FIRST	8:00 A.M. TO 4:00 P.M.	Wireman	-1
		Wireman helper	-1
SECOND	4:00 P.M. TO 12:00 P.M.	Wireman	-1
		Wireman helper	-1

Operation & Maintenance Cost of Quote:

O & M Cost for total 5 years (60 Months) should be quoted minimum 12% of the capital value (Electrical works) quoted by the bidder.

If quoted less than 12%, than the financial bid amount will be calculated for O&M part at 12% over quoted value of Tender.

If contractor has quoted less than 12% and emerges as the L1 in financials even after recalculation of financial bid, then the difference amount between contractors O&M quote and minimum O&M Mandate (i.e., 12% of the capital value) over and above tender PBG should be paid and deposited in form of DD before issuance of workorder till the period of O&M after completion of the work.

IMPORTANT INSTRUCTION FOR MAN POWER AND THEIR ROLE IN OPERATION AND COMPREHENSIVE MAINTENANCE FOR ELECTRICAL

1. Electrical and Mechanical faults should be attended immediately and rectify as early as possible by qualified and experienced personnel to avoid the interruption in daily activities. For the same as and when needed contractor has to deploy suitable category of additional staff with necessary equipment's and consumables without any additional cost.
2. The arrangement of reliever for weekly off / all holidays / absents etc. shall be made by the contractor separately. Which shall be in addition to above mentioned persons. Contractor should quote accordingly including reliever person cost. No additional payment given to contractor for reliever staff. The contractor shall have to provide statement of daily presence of each and every total person deployed to Engineer-In-Charge of N.P.
3. The staff of the contractor will always remain in contact with MODASA NAGARPALIKA of MODASA NAGARPALIKA and follow his instructions. **The contractor shall have to issue identity cards with photograph to all staff employed for operation and workman shall be wearing uniforms super scribed with the firm's name along with identification cards during their working hours at the site.**

4. The staff deployed by the contractor must be of Indian nationality and must **have** knowledge of Hindi & Gujarati. He must understand & conversant with in Gujarati language compulsorily. He must talk politely to all Municipal officers – Corporators and other public.
5. The contractor has to fulfil all safety rules and regulations. The corporation will not be responsible for any accident / injury to the staff of the contractor. Further the Corporation will not provide any insurance or medical facility to the staff of contractor.
6. All central / state government / semi-government / local body's rule and regulation pertaining to this contract, all legal formalities pertaining to provident fund, factory act, all legal formalities shall be followed and observed by the contractor without any extra charges to the corporation. Please not that failure in complying so, all liabilities arising as per laws will be to the contractor's account.
7. As per electricity rule, factory act, or any other act, if inspection, permission is required to run, operate the any other electrical / mechanical apparatus, the same shall have to be obtained by contractor without extra cost.
8. Deleted
9. Deleted
10. Duties of Contractor staff
11. Wiremen/Wiremen Helper has to follow instructions given by his supervisor in charge and submit detail work report to him in each shift
12. Supervisor has to collect / follow all work executed by All Wiremen/Wiremen Helper under his shift and has to keep record book of work completed shift wise and has to take charge from previous shift and has to hand over charge to next shift supervisor.
13. Engineer-In-Charge has to check daily report of all activities that has been carried out by his Supervisor/Wiremen/Wiremen Helper and has to give report to Engineer-In-Charge of N.P.
14. For performing the assigned work, the contractor shall deploy medically and physically fit persons (Preferably below the age of 50). The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. Persons so engaged by the contractor shall be from amongst properly trained electrician of high integrity and good conduct, and shall be conversant in the local language i.e. Hindi. In no circumstances, persons below 18 years of age should be employed.
15. A minimum quantity of consumable/spares for routine maintenance may be kept at site to minimize time of maintenance.
16. The contractor shall ensure that the persons so deployed do not allow any property of the Modasa Nagarpalika related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated Engineer-in-charge/Supervisor of the MODASA NAGARPALIKA.
17. Saturdays/Sundays should be utilized primarily for the maintenance purposes, where shutdown is required, in consultation with the engineer-in-charge of MODASA NAGARPALIKA.
18. Engineer-in-Charge/Supervisor has to prepare daily register book of Electrifications work as per format decided by Engineer-in-charge of MODASA NAGARPALIKA.
19. Engineer-in-Charge can take 1 weekly off the day of which will decided by Client. However in case of Emergency Conditions creates he should be present immediate to resolve the same and no extra payment will give to Contractor to attend the same.
20. The staffs mentioned above are minimum, in case the quantum of complaint is more and pending for more than permissible time, the contractor will arrange the extra persons/material for setting right the complaints in time without any extra charges. The decision of Engineer-in-Charge regarding requirement of additional person shall be final & binding upon contractor.
21. Contracting Agency shall be subject to Security Check by the Client Security Staff while entering / leaving the premises with written record.
22. Contractor shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The Contractor shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs.

- 23.** The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to MODASA NAGARPALIKA and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/ regulations and/ or statues that may be applicable to them with latest addendum. In the event of the contractor committing a default or breach of any of the provisions mentioned above or in furnishing any information or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Chirf Officer MODASA NAGARPALIKA a sum as may be claimed.

Theft of Parts: - Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the contractor.

FISCAL ASPECTS

PENALTY CLAUSE

~~The following Penalty imposed on contractor during Operation & Comprehensive Maintenance Contract.~~

S. N	RECOVERY CLAUSE	QUANTUM OF RECOVERY AND TIME FRAME
A	L.T. PANELS	
1	If Electricity supply is available at L.T. Feeder main but is not available at the output of Any L.T. Feeder.	Fault to be rectify within 24 Hrs. otherwise Rs.200/- per feeder per day after 24 Hrs.
B	INTERNAL LIGHTING AND DISTRIBUTION	
2	Light & Distribution Faulty	Rs.300 per day per pole /Indoor or Outdoor Light beyond 3 days of non-functioning
C	EXTERNAL & DECORATIVE LIGHTING	
3	External & Decorative Light Faulty	Rs.500 per day per pole beyond 3 days of non-functioning
D	FOUNTAIN	
4	FOUNTAIN SYSTEM & Light Faulty	Rs.500 per day per pole beyond 3 days of non-functioning

Note:-

- (1) The decision of Engineer-in-charge in this regard shall be final and binding.
- (2) Force majeure are not applicable in case of natural calamities e.g. floods, epidemics, wars.
 - (3) In case of frequent absence of worker from duty, this shall be sole ground for poor performance on part of agency. The decision of Add. Chief Engineer (Streetlight/Projects) shall be final and binding as regard to treating the absence of worker as poor performance
 - (4) If contractor fails to repair/replace any equipment in stipulated time limit then CLIENT may repair/replace at the risk and cost of contractor with penalty and such a case occurs succeeding for 3 times then contractor shall be black listed and CLIENT forfeits all securities/performance guarantee and all pending dues.

GENERAL DESCRIPTION

- 1 For determining the no. of days (in case of penalty is to be imposed on per day basis) day shall mean 24 Hrs.
- 2 In case of non-availability of the similar make / model of material/component which is required for replacement of faulty or damaged ones, alternate make / model shall be used only after the approval of Engineer-in-charge in writing only.
- 3 The above quantum of penalty is bare minimum & additional liquidated damages if any shall also be

5. TERMINATION OF SERVICES ON DEFAULT

- 5.1 The CLIENT/ without prejudice to any other remedy for breach of Contract by written notice sent to the Contractor, may terminate the Contractor's Services in whole or in part if the contractor fails to perform his obligation (s) under the contract.
- 5.2 In the case of the Corporation terminates the contract in part the Contractor shall continue the performance of the contract to the extent of which is not terminated.

6. TERMINATION FOR INSOLVENCY

- 6.1 The CLIENT/ may at any time terminate the Contract by giving one-month prior notice in writing to the Contractor, without any compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. or fails to perform his obligations under the contract.

7. LIQUIDATED DAMAGES

- 7.1 For non-compliance of Employment of Key Personnel:

If the Contractor does not recruit / deploy the 'Personnel' identified as per the schedule or remain absent then Liquidated Damages will be deducted as per penalty clause.

- 7.2 For operation, maintenance, servicing, and comprehensive repairing/replacing work activity the penalty as shown in the tender specifications.

7.3

8. ~~PERIOD OF CONTRACT~~

~~The contract is for a period of Five years (60 Months) as mentioned in section A2: - memorandum of work, however, the Corporation reserves the right to extend the Contract period by another twelve months (12) at mutually agreed terms. The corporation will give one month's (1) advance notice to the Contractor if desired to extend the contract. (In case of extension for 1 year after completion of three years the payment is paid as per approved rates for third year).~~

9. CORRESPONDENCE / NOTICES

For the purpose of all Correspondence/Notice the following shall be the address of the Corporation
Add. Chief Engineer (Streetlight/projects), Gandhinagar.

10. PERFORMANCE GUARANTEE: -As mentioned in Section A2: - memorandum of work

11. TERMS OF PAYMENT TO THE CONTRACTOR

- The Contractors request(s) for payment shall be made Monthly on submission of bill for the operation, maintenance and Comprehensive repairing / replacing work to the MODASA NAGARPALIKA in writing, accompanies by invoice(s) in triplicate along with necessary documents as mentioned below duly certified by MODASA NAGARPALIKA.
- Client will not be issuing form "C" and "AA" hence bidders should charge taxes accordingly.
- Final bill of last three months of contract period will be paid after duly check of each equipment and certified by MODASA NAGARPALIKA engineers.
- MODASA NAGARPALIKA or its representative shall have the right to inspect and / or to test the equipment's, goods and work any time to confirm their conformity to the contract
- In case of dispute in interpretation of specification, terms / conditions, the decision of Dy. Add. Chief Engineer (Streetlight/Projects)-MODASA NAGARPALIKA shall be final and binding on the part of the tenderer / contractor
- payment will be given to Contractor as early as possible but due to any reason bill payment delayed then the tenderer is not eligible to claim / demand any compensation for loss of interest or thereof.
- The bill submission shall invariably be submitted as per Performa of Bill submission as per table-1 below along with the copy of relevant pages of service/maintenance/repair record register corresponding to the period of bill claim as per following detail

12. FORM OF RECORDS

- 12.1 All the registers shall be in binded form, All the pages of registers shall be numbered and should have minimum 100 pages or has to maintain records as per Engineer-in-charge instructions
- 12.2 All the records pertaining to this contract is the property of the department and agency has to submit the same to the Engineer-in -Charge on expiry/termination of contract.

13. ARBITRATION/JURISDICTION

- 13.0 Disputes of any nature that may arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Gandhinagar, Gujarat, India only.
- 13.1 In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Chairmen CLIENT & his decision will be final and binding.
- 13.2 The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
14. Income tax deduction at source as per the rules in force will be deducted from the bill and the amount so deducted will be credited to the Income tax authority and a certificate of the amount credit will be issued by the Account Section of Institute.

15 Force Majeure: -

- Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the contractor/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the MODASA NAGARPALIKA in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.

PART B: -SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF MAINTENANCE

- 1.1 Electrical maintenance of the any kind of Electrical work as applicable in this contract means that all Electro- Mechanical Services included in the schedule of work Sand executed under SITC work to be kept in operational and healthy and clean condition. Wherever maintenance schedule is prescribed, the same is carried out and breakdowns are attended promptly.
- 1.2 Specific details of O & Comprehensive Maintenance activities with regard to each service are spelt out under section pertaining to that service. In case of minor addition / alteration to the installation/ existing equipment the operation and maintenance of such addition shall be done by the firm without any extra

cost.

- 1.3** Watch and ward of the installation under O & M care of the contractor at the site shall be the responsibility of the contractor during contract period.
- 1.4** After the contract period is over the installation has to be duly handed over to CLIENT or next agency in the presence of CLIENT authority, in healthy condition. The contractor shall be responsible for any discrepancies vis-a-vis the status of installation at the start of work plus any modification carried out during the currency of the contract.
- 1.5** The contractor shall not sublet the work or part thereof; however, services of specialized agencies for specific works can be obtained with the permission of CLIENT.
- 1.6** The workers of agency shall take actions by switching ON / OFF lights of common area, proper operation of equipment and observing other energy saving guidelines to enable optimum utilization of energy. slogans regarding energy conservation shall be displayed at prominent location directed by CLIENT.
- 2.0 METHODOLOGY AND STAFF**
- 2.1** It is mandatory that contractor will provide staff at the site which will be able to perform prescribed O &M functions. Since the firm will be doing the maintenance and/or operation of critical services in exchanges like sub-station, firefighting, standby power, etc. responsible and trained persons should be placed round the clock at site who could take initial steps under emergency situation.
- 2.2** In case of faults beyond the capacity of the staff provided as above, contractor shall immediately provide extra specialized work force so as to attend to the fault in minimum reasonable time or as instructed by the Engineer-in-charge during the validity of contract.
- 2.3** Shut down for maintenance shall be taken with prior approval of the department.
- 2.4** The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall remove such workers from the site whose behavior is found improper. Engineer-in-charge decision in this regard shall be final.
- 2.5** Agency has to observe all the labour rules and regulations in-force.
- 2.6** The agency has to supply details of all the workers (Name, and address etc.) engaged by him at site.
- 2.7** The contractor will issue necessary ID card to the labour. The list of laborers along with their full particulars and identity proof shall also be given by the contractor to Engineer- in –Charge.
- 2.8** The labour engaged by the contractor shall wear uniform with identity card.
- 2.9** The vendor agrees that it shall at all times indemnify CLIENT against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff will have no right to claim employment from CLIENT.
- 2.10** Firm should have round the clock contact telephone number. In case of Emergency, contractor and authorized engineer / supervisor shall be made available at site on short notice from engineer in charge and make all efforts to make the situation normal at the earliest.
- 2.11** The agency will display on a board in sub-station room/power room important telephone numbers and the duty chart of the workers engaged by him, as per requirement of engineer-in-charge.

- 2.13 A complaint register shall be maintained as per attached format or as per instruction of Engineer- in-charge of CLIENT and shall be kept up to date at the enquiry by the firm and the same shall be available for checking & verification.
- 2.14 The firm is responsible to collect electricity bill from the electricity department and thereafter submit/deposit electricity bill to concerned authorities for payment or as per direction by Engineer in Charge
- 2.15 The agency will provide the workers with necessary Testing and safety equipment's along with the mandatory first aid box/kit.
- 2.16 The Maintenance Staff shall have the tool kit bag as per the site requirement.

3.0 MATERIALS

- 3.1 Replacement of defective/damaged material by the vendor shall be on like by like / approved make basis and at his cost.
- 3.2 Dismantled materials shall be returned to the department except those items for which the replacement is supplied by the agency.

4.0 DAMAGES TO INSTALLATION:

- 4.1 Any damage to the installations/building during the O&M period due to the carelessness on the part of maintenance staff shall be the responsibility of firm and be replaced/rectified by him without any extra cost to.
- 4.2 Any accident or damage during maintenance/operation will be the responsibility of the agency and CLIENT will not be liable for any claim, compensation, penalty etc. on this account or on account of non-observance of any other requirement of law relevant to this work.

5.0 TERMINATION OF CONTRACT

- 5.1 Right is reserved by CLIENT for terminating the contract by giving one month notice due to serious default. This includes major break down or accident due to negligence on the part of firm, failure to attend breakdown, disobedience and abandoning the site etc. In such a case full performance guarantee shall be forfeited by CLIENT. The decision of Additional Chief Engineer (Electrical) in this regard shall be final and binding.
- 5.2 CLIENT reserves the right to carry out any work at risk and cost of the agency, if the agency fails to perform any duty within the time frame as mentioned in the agreement or within reasonable time period decided by Engineer- in –Charge, in case, no time frame is mentioned in the agreement.
- 5.3 If the firm fails to rectify the initial faults in all the electromechanical services indicated at the time of handing over within specified time reckoned from the date of taking over of maintenance, CLIENT reserves the right to terminate the contract without any further notice and /or to carry out the work at risk and cost of the agency.

6 Record of preventive maintenance and testing of equipment etc. carried out has to be readily Available at site, failing which firm shall be liable of non-execution of its liability under contract. If felt necessary Engineer-in-Charge has power to modify preventive / testing schedule. The joint inspection report to be kept in the complaint register of main site.

SECTION E-6: -SCOPE OF ROUTINE/PREVENTIVE/BREAKDOWN MAINTENANCE WORK
PART A: - GENERAL AND ROUTINE MAINTENANCE

General routine preventive maintenance schedule for various equipment's shall be adopted from Operation and Comprehensive Maintenance to be carried out by the Contractor's personnel shall include but not limited to the following

1. If it is observed that average power consumption per month is increased, the contractor has to trace out the fault and rectify the same to bring to the standard value.
2. Regular watering on the earth-pits.
3. Air blowing of motors, L.T panel etc.
4. Check for any loose connection in all electrical equipment and rectification of same.
5. Greasing of bearing and lubricating all moving parts as per the schedule.
6. Tightening of all loose nut-bolts and other fasteners.
7. General cleaning of all equipment and L.T. Rooms.
8. Checking and replacement of bulbs, tubes, chokes, starters, switches, control etc. throughout the plant and including street and overhead lights.
9. Watering of plants and tree.

PREVENTIVE MAINTENANCE CHECKS

The Contractor shall adopt preventive maintenance check's schedule as agreed mutually between the Contractor and the Employer. The preventive maintenance checks and their tasks frequencies will not be limited to the following:

CHECKS TO BE PERFORMED DAILY

- a) The readings of the voltage, current, power factor, real power, and other related parameters through various meters/static power monitors etc. shall be checked and recorded in the Log- book/Register (provided by contractor) as per norms. Necessary action is to be taken if the readings are abnormal. The technical staff deputed at site by the service agency should mention work performance and any other work required by the equipment for proper functioning.
- b) Operation of the Capacitor banks in the event of low power factor and to set the system at the desired power factor and to investigate the reason for lower power factor
- c) To see for any lighting system flickering or fused bulbs/indicator lamp etc. and their rectification/replacement.
- d) The substation will be kept in safe/clear condition. The substation will be cleaned daily by engaging cleaning staff with in quoted rates.
- e) Vibration in the moving assemblies etc.
- f) Rise in temperature of bearings in moving parts and panel heating etc.
- g) Working of gauges and measuring devices, if any.

CHECKS TO BE PERFORMED WEEKLY

- a) To check the fuses and other panel components at least visually.
- b) To check the lugs / thimbles / terminals points of the electrical panels, switches, starters, indication lights, contactors, switchgear etc. and to be replaced whenever required.
- c) Check the battery charger and battery bank and other controls.
- d) Tightness of all electrical connections.

- e) Tightness of all cable connections.
- f) Temperature rises due to loose connections.
- g) Watering of earthing pits.

CHECKS TO BE PERFORMED MONTHLY

- a) Cleaning of the interiors of the switchgear's panels by vacuum/air blower /wiping with them to make neat and dry condition. (With appropriate pressure)
- b) To check the contacts of various contactors, cleaning/rubbing and changing of contacts with necessary permission for shutdown from the engineer-in-charge of the Client if required.
- c) To check the inter-locking of the various equipment and trip circuits.
- d) To water the earth pits for proper earth resistance and checking the joints and continuity of earth conductors visually.
- e) Wear and tear of moving parts.
- f) Adoption of Electrical energy conservation method and energy consumption.
- g) Meagering of electrical equipment.
- h) Panel cleaning, checking and tightening of electrical circuit

CHECKS TO PERFORMED SIX MONTHLY

- a) To check the entire switchboards and tightening the cable joints, Switches and any other **activity** to be carried out for proper maintaining the electrical installation.
- b) Cleaning of panels, cable trenches and cable ducts etc. concerned with the power, control and telecommunication cables of the systems.
- c) To measure the earth resistance of each earth pits and to ensure that they are in the tolerance range. Also measuring the resistance of earth at all major equipment & including main electrical panels of the buildings to which power supply from substation are made by appropriate measurement instrument.
- d) Auxiliary DB, Capacitor bank, if any.
- e) Battery and Battery charger

CHECKS TO BE PERFORMED ANNUALLY

- a) Overhauling of each equipment (Including Relays) as and when required or as per requirement of the OEM/OEM's manuals.
- b) To check all the Circuit Breakers connected with the switchgear panels and their operating mechanism /contacts etc. and make them in perfect condition.
- c) To measure the earth resistance of the earth pits and to ensure that they are in the tolerance range. Also measuring the resistance of the earth at all major equipment & including electrical panels of the buildings to which power supply from substation one made.
- d) Electrical Inspector and certification work.

EQUIPMENTS DURATION FOR PREVENTIVE MAINTENANCE

(a) Equipment's covered under monthly maintenance

- 1) External Lighting Panel
- 2) All Kind of Light Fixture
- 3) Any kind of programming

(b) Equipment / activities covered under half yearly maintenance

- 1) Earth resistance values measurement

TENDER FORM FOR SECURITY DEPOSIT FOR OPERATION AND COMPREHENSIVE MAINTENANCE SERVICE CONTRACT

(Bidders are required to fill up all blank spaces in this Bid Form)

The Chief Officer
MODASA NAGARPALIKA,
Modasa

Sir,

We have visited the site and examined the Bid Documents, Conditions of Contract, Specifications, Schedules, Annexure, Preamble to Price Schedules including Amendments if any to the above, for the execution of the above Contract, we the undersigned offer to carry out operation, maintenance and comprehensive repair/replacement of the whole of the said Works for three years from the date of work start as given in Conditions of Contract, Specifications, Price Schedules, Annexure, Appendix, Bidding Documents, the Lump sum fixed price for Operation and Maintenance for a period of three years is given in price schedules or such other sum as may be ascertained in accordance with the Conditions.

I / We agree that

- 1 (a) If we fail to provide required facilities to the Employer's representative or any other person /agency by the employer to perform on his behalf for carrying out O & M and Comprehensive repair/replacement work

OR

- (b) If we fail to execute operation & Comprehensive Maintenance work as per tender directed by MODASA NAGARPALIKA officials according to the conditions/stipulations of the Contract, MODASA NAGARPALIKA will be at liberty to take any action including termination of Contract and impose at his absolute discretion any penalties, and/or reject the work or may process for blacklist the bidder's name.
2. We agree to abide by this Bid for a period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Contract thereto annexed but until such agreement is prepared this Bid together with your written acceptance thereof shall constitute a binding Contract between us.
4. We agree, if our Bid is accepted, to furnish 5% Security Deposit for amount of Operation and Comprehensive Maintenance Service Contract for three years.
5. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated _____ day of _____ 2025

_____(Signature)
_____(Name of the person)

(In the capacity of)

Company Seal

_____(Name of firm)

Duly authorized to sign Bid for and on behalf of (Fill in block capitals)

Witness

Signature Name Address

SPECIAL CONDITIONS OF CONTRACT FOR LANDSCAPE

1. Site Information

The site is located at Modasa. The landscape development shall consist of intensive horticultural development along road medians and edges.

2. Term of Contract

Term of contract shall be X Months of horticultural development period as detailed in milestones, followed by 5 years of maintenance period, renewable annually by the institute from the second maintenance year onwards.

3. Milestones

The horticultural development shall be completed within the following milestones:

1. Milestone ONE (within X days of appointment of contractor):

- a. Approval of samples for soil, manure and all plants to be procured
- b. Approval of mock up for staking
- c. Line out and marking of the trees, shrubs, ground cover, mounds, etc. onsite as per the drawings.

2. Milestone TWO (within X months of appointment of contractor):

This process shall begin only after base work of road has been completed

- a. Digging of pits and areas for plantation as per drawing
- b. Installation of hume pipes for tree roots as specified
- c. Working on termite treatments as specified
- d. Supply of garden soil and manure as specified
- e. Supply of plants: trees, shrubs, palms and ground cover / creeper as specified
- f. Preparation of mounds of various size and shape by available excavated / supplied earth in layers.
- g. Developing lily pond plantation

3. Milestone THREE (within X months of appointment of contractor):

This process shall begin only after all road and pathway finishes are completed

- a. Filling pits with garden soil and manure as specified
- b. Planting of trees, shrubs, palms and ground cover as specified
- c. Developing lawn on mounds
- d. Staking of trees as specified
- e. Training the creepers

4. Milestone FOUR (within X months of appointment of contractor):

This process shall begin only after completion certificate is provided by Client

- a. Maintenance of landscape for a year.
- b. Developing topiary

4. Acquaintance with site

Applicant shall be deemed to have complete understanding of the site and its conditions necessary for development of landscape, and shall satisfy himself by visiting the site, potential material sourcing areas, obtaining and analyzing necessary soil and water samples as well as climatic data for complete acquaintance with the site.

5. Design & Details

Contractor has to work as per the designs and lineout details provided by Landscape Architect. Difficulty on site in execution as per the plan/ design has to be brought to the notice of site-in charge immediately. Any discrepancies in the design subject to execution hurdles and alteration required should be reported

to site-in-charge and the same should be improvised by the Landscape Architect or as per instruction of the site-in-charge and contractor shall have to work only after due approval of the modification.

6. Personnel Required On-Site

Applicant or their specialist sub-contractor should have following staff under full-time employment ready for deployment on project site as and when required:

- 6.1. Horticulturist (1 no) – Master's degree or higher with minimum 15 years of experience in landscaping works, nursery management and estate management of similar scale and nature
- 6.2. Gardener (3 nos) – minimum 15 years of experience in establishment, maintenance and disease management of landscaping works of similar scale and nature

7. Equipment required On-site

Applicant or their specialist sub-contractor shall own, or have assured access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order and ready for deployment on project site as follows:

- 7.1. Total Station based computerized survey equipment – 1 no.
- 7.2. Earth moving equipment –tractors / trucks / dumpsters – minimum 1 no. each
- 7.3. Hoisting and lifting equipment – 2 nos.
- 7.4. Plant management equipment including but not limited to – lawn mower, garden shears, various containers for head-loading and local transit / storage, hoes, forks, spades, pickaxes, raking tools, grass shear, grass sword, pruning secateurs, shredders, chainsaws, leaf blowers, aerators, garden rollers, sprays and pumps, staking equipment, guying equipment (numbers as required for scale of site works)
- 7.5. Manual irrigation equipment including but not limited to water tankers with tractors, 20 meters length hose pipes with spray head, portable sprinklers, watering cans, etc.
- 7.6. Landscape related soil testing equipment / mini lab capable of generating soil reports as specified in technical specifications document (1 no.)
- 7.7. Weather gauges for temperature, humidity, rainfall, wind (1 no.)
- 7.8. Miscellaneous tools and equipment for weighing, drying, screening, covering, etc. (numbers as required for scale of site works)
- 7.9. Equipment required for establishment of permanent site nursery (numbers as required for scale of site works)

8. Landscape Site Preparation

The landscape site should be free of any construction debris or wild vegetation. It shall be responsibility of the contractor to ensure that the site is in working condition as per instruction of the site-in charge. The contractor shall also ensure proper grading of the landscape site in terms of aesthetics as well as drainage providing slopes with a gentle slope towards natural drainage direction. All rubble and debris if any shall be collected and disposed of in the suitable location possibly in low lying areas as identified by the contractor and approved by site-in-charge. Contractor shall also provide adequate protection to area handed over to him including but not limited to garden-net or GI Sheet fencing along entire area for ensuring complete protection from nearby construction, stray animals, dust, excessive heat, etc. for preventing any disturbance or inclement weather to affect the handed over area.

9. Soil for planting & regular soil tests

The Soil to be used as Top Soil (Garden Soil/earth) for all plantation works shall be primarily imported fertile soil consisting of approved lake bed silt, tank silt or from agriculture fields. All sources must be in conformity with legal and environmental provisions governing the project and site. All soils to be used for intensive landscape plantation shall be tested to conform to the following criteria:

Sl.No	Parameter	Acceptance value
1.	pH Value	7.5
2.	Nitrogen	Between 25-60 ppm
3.	Total Soluble Solids	0.01%
4.	Chloride	20 mg/kg
5.	Carbonates	Between 1 & 60%
6.	Organic Matter	Between 1 & 60%
7.	Phosphorous	Between 4 & 5 ppm
8.	Calcium	Between 150 & 250 ppm
9.	Magnesium	Between 11 & 20% / Between 7 and 10 ppm
10.	Salinity	Between 420 & 12 Months 0 ppm
11.	Sodium	Less than 5%
12.	Potassium	Between 90 & 125 ppm
13.	Sodium Adsorption Ratio (SAR)	Between 12% to 15 %
14.	Sulphur as Sulphate	Between 7 & 12 ppm
15.	Iron	Between 5 & 20 ppm
16.	Boron	Between 0.5 & 1.0ppm
17.	Zinc	Between 1.2 & 3.5 ppm
18.	Copper	Between 0.3 & 1.0ppm

The contractor should prepare soil test report for each batch imported on site along with proposed measures, if required, for additives and soil conditioner to maintain pH value of the soil between 7.0 -7.5 before plantation works. Progressive tri-monthly soil test reports shall be maintained for random soil samples taken at rate of one for each hectare of planted area. In addition, the site-in-charge or landscape architects may, at any point of time, direct the contractor to test soil sample from plantation area. Also Contractor shall undertake treatment as per advice of the landscape architects for soil conditioning during the entire maintenance period.

10. Sub-contracting by Applicant

Applicant should separately provide complete information for all sub-contractors as required in application forms.

11. Disposal of Waste-General Cleanliness of Landscape Site

The arrangement of transport for disposal of waste, shifting of plants, etc. has to be made by the contractor. The generated waste has to be disposed of within 48 hrs. of generation or as instructed. Failing which arrangement shall be made for disposal of the same by the employer at risk and cost of the landscape contractor. It is the contractor's responsibility to keep the garden healthy and in proper condition all the time. Employer will provide place for disposal of garden waste within premises for Vermi-composting to be compulsorily adopted by the Contractor

12. Provision for Water

Water will be provided by contractor at his own cost. Conveyance of water through tankers or any appropriate system as approved by employer shall be integral responsibility of the Contractor to meet the watering requirements of the Trees, shrubs and lawns under any circumstances. Water quality should be ensured for irrigation requirement, and regular testing for water quality should be performed.

13. Reports

The Contractor shall submit daily report on the deployment details as well as work planned for the day to the Site-In-Charge in prescribed format. All instructions and activities shall be recorded as per the desired format. Any problem or hindrance shall be brought to notice in the daily report along with evidence in form of photographs. Also the contractor shall be required to maintain Stock Register at all times for the

planting material sourced to Employer's site and Supply for plantation in the Nursery maintained by the Contractor.

14. Mock-ups

Contractor is required to erect mock-ups of all individual and unique items in scope of work like staking, mounds, topiary. Contractor is required to obtain approval of each item separately before construction / installation, after due modifications as instructed by Landscape Architect / Design Consultant.

15. Nursery Maintenance Office Set-up

The Contractor shall be required to set-up Office for its staff and Nursery with good micro-climate to store the supply of the plants. In case of propagation of the plants in the nursery, the same shall be used on site only.

16. Vermi-Composts

Contractor shall mandatorily have Vermi-Composting System developed at appropriate location decided by Client where all the pruning wastes, organic wastes shall be dumped with weeds, weed seeds or bulbs, stones etc., mix it well in the soil in the ratio (6:1), level as per grade. (Point of unloading 0-50m). The process shall be requiring approval of the site-In-Charge and periodic maintenance of the activity. Approval of site in charge prior to dispatch of material for use on site is must.

17. Maintenance

The Landscape Contractor shall maintain the works for a period of a one year. The Employer reserves the right to terminate the maintenance period at any time, whereby no additional charges are to be made by the Landscape Contractor to the Employer. The Contractor shall adhere to the maintenance schedule. During the maintenance period of all the plants, contractor shall be responsible for any replacement towards mortality and the trees or the area of the plantation under shrubs/creepers/ground covers etc. should be in healthy condition during the inspection conducted by the site-in charge every month. Contractor shall maintain daily record of maintenance & operations on site and submit daily report for all the areas. Contractor shall take note of the observations of the site-in-Charge or his representative/Horticulturist and seek compliance of the same at the earliest before nearest schedule. Maintenance Cost total a year should be quoted minimum 14 rps/sqmt quoted by the bidder. If quoted less than mentioned amount will be calculated according to determine quoted value of Tender; and if contractor has quoted less than 10 rps/sqmt then the difference amount performance guarantee over and above tender Horticulture should be paid in form of DD for the period of one year after completion of the work.

18. The extent of the landscape to be maintained by the Landscape contractor

Contractor shall be deemed to cover and include all softscape landscape areas within the overall project boundaries as shown on the drawings including any existing soft landscape not affected by the Sub-Contract works and retained intact or nearly so through the end of the Sub-Contract period as well as all the landscape works covered in the Sub-Contract scope of works. No additional charges will be allowed unless specifically agreed to by the Landscape Architect in writing.

19. Daily Site Inspections

The Landscape Contractor's Horticulturist shall inspect the site every day and shall submit report to the employer on their actions and closure of the pending works. Also, on weekly basis, the Contractor's Horticulturist shall prepare a brief schedule of operations planned for the week with target dates.

20. Daily Reports

The daily report and the weekly schedule shall be running record of proposed operations which would be checked at the maintenance inspections every month. If in the opinion of the Landscape Architect/Site-

In-Charge, the maintenance works have not been satisfactorily carried out according to site conditions and the specifications, the payment will be withheld until the works have been satisfactorily carried out besides the penalty as in the penalty clause.

21. Plant Maintenance

The Landscape Contractor shall take all necessary measures to ensure that all pot plants, trees and shrubs, creepers and other plants shall thrive and become established within this period. All landscape areas will be inspected and list of remedial works issued after each inspection. All items on the remedial lists are to be carried out by the time of the next inspection. The Landscape Contractor shall keep the landscape areas clean and tidy at all times and dispose of all waste materials arising from the cleaning.

22. If the Landscape Contractors works are found to be unsatisfactory, payment shall be withheld and the maintenance period extended for the period of time that the landscapes maintenance has not been satisfactory. All cost associated with the extension of time shall be borne by the contractor.

23. The Landscape Contractor shall water all trees, palms, shrubs, groundcover, herbaceous plants and other planting areas as often as necessary or as directed by site-in-charge to keep the ground moist all around and to the full depth of the roots, but never to excessively water the areas.

24. Complete regular maintenance operations like irrigation, de-weeding, pruning, preventive care, training of a creepers, protection of landscape areas, disease management, mortality replacement, regular soil testing, weather recording, nursery management, application of fertilizers and pesticides is included in contractor's scope of work for the entire period of maintenance.

Key Equipments & Machinery for Landscape Work		
S.No	Description	No. required
1	Chief Horticulturist Minimum qualification Bachelor's Degree in Agriculture / Horticulture / Botany / Ecology from any recognized University in India, copy of certificate to be enclosed with the Technical Bid, with field experience of at least 15 years	1
2	Mali with field experience of at least 10 years	5
3	Equipment	Min. nos. reqd.
	Earth moving equipment Shovels, Spades, Forks Lawn Equipment 100 kg small steel roller Electric Rotary lawn mower Electric grass shear Shrub Equipment Electric Hedge Trimmer Pruning secateurs Thinning Scissors Long Reach Pruners Tree Pruner Pruning saws Hedge Shears Garden Rakes Cultivators Khurpas Sickles Testing equipment Digital / electronic equipment to test soil & water pH, electrical conductivity, soil moisture, and sun light conditions	As req. 1 nos. 1 no. 1 no 1 nos. As req. As req. As req. As req. As req. As req. As req. As req. As req. As req. As req. 1 nos. of each

SECTION - 5

TECHNICAL SPECIFICATION

As per separate sheet

SECTION - 6

FORM OF BID

FORM OF BID

Description of the Works:

BID

To :

Address :

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

(-----)

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

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

Signature ----- in the capacity of ----- duly authorized to sign bids for and on behalf of -----

(In block capitals or typed)

Address

Witness

Address

Occupation

SECTION - 7

BILL OF QUANTITIES

BILL OF QUANTITIES PREAMBLE

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

BILL OF QUANTITIES**(A) Percentage Rate Tender (Up to INR 50 Cr.)**

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

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

Estimated amount put to tender

Estimated amount put to tender

Deduct.....% below

Add.....% Above

Net

Net

In words

In words

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

SECTION - 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of these obligations are:

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

Or

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

(A) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(B) Fails or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or

(C) does not accept the correction of the Bid Price pursuant to Clause 27 (Correction of Errors)

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

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

DATE	-----
SIGNATURE	-----
WITNESS	-----
SEAL	-----

(Signature, name and address)

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

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

PERFORMANCE SECURITY

TO,
Chief Officer,
Modasa Nagarpalika

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

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

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

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

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

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

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

Signature and Seal of the guarantor -----

Name of Bank -----

Address-----

Date -----

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

ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1. (A)]

TO,
Chief Officer,
Modasa Nagarpalika

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

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

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

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

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

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

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

Signature and Seal of the guarantor ----- Name of Bank -----
Address-----
Date-----

~~BANK GUARANTEE FOR ADVANCE PAYMENT~~

~~TO,~~

(Name of Employer)
(Address of Employer)
(Name of Contractor)

~~Gentlemen:~~

~~In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, _____ (name and address of Contractor) (hereinafter called "the Contractor") shall deposit with _____ (name of Employer) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (amount of Guarantee)* _____ in words).~~

~~We, the _____ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ (amount of guarantee) * _____ (in words)~~

~~We further agree that no change or addition to or other modifications of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between _____ (name of Employer) 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 modifications.~~

~~This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of employer) receives full repayment of the same amount from the contractor.~~

~~YOUR'S TRULY~~

~~Signature and Seal of the guarantor _____ Name of Bank _____
Address _____
Date _____~~

~~* An amount shall be inserted by that Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.~~

Letter of Acceptance

(Letter head 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 our agency.

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

Yours Faithfully

Authorized Signature

Name and title of Signatory

Name of Employer

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

Issue of Notice to proceed with the work

(Letterhead of the Employer)

To,

----- (date)

_____ (Name and address of the Contractor)

Dear Sirs,

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

_____ at a bid Price of _____
Rs.

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

Yours faithfully

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

AGREEMENT FORM

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

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.

2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.

3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz

- (i) Letter of Acceptance
- (ii) Notice to proceed with the works:
- (iii) Contractor's Bid
- (iv) Conditions of contract: General and Special
- (v) Contract Data
- (vi) Additional conditions
- (vii) Drawings
- (viii) Bill of Quantities and
- (ix) Any other documents listed in the Contract data as forming part of the Contract.

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

The Common seal of _____ Was hereunto affixed in the presence of:

Signed, sealed and Delivered by the said _____

In the presence of

Binding signature of Employer _____

Binding Signature of Contractor _____

**UNDERTAKING
(For Investment)**

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

Date

**UNDERTAKING
(For Validity)**

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

Date

ANTI-BLACKLISTING AFFIDAVIT
(On Company's Letter Head with Stamp & Sign)

I/We M/s. (Name of the Bidder), (addresses of the registered office) hereby certify and confirm that we or any of our Promoter/s / Director/s/ Partner/s are neither barred by Government of Gujarat (GoG) / any other entity of GoG nor blacklisted by any state government or central Government / Department / Local Government / Agency in India or from Abroad from participating in Project/s, either individually or as member of a Consortium in last five years and I/We declare this as on (Bid submission date). In addition to this I/We also confirm that we or nay of our Promoter/s / Director/s/ Partner/s are not declared default by any Bank or NBFC in last five years.

We further confirm that we are aware that our application for the (Project Name) would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period.

Date:

Place:

SECTION - 9

DRAWINGS

As per separate attachment

SECTION - 10

DOCUMENTS TO BE FURNISHED BY BIDDER

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

MoU with Specialized Agency:

MEMORANDUM OF UNDERSTANDING (MOU) FOR WORK WITH (Name of Specialized Work).

- This MEMORANDUM OF UNDERSTANDING herewith referred to as MOU made on this day of ____ at ____ (Location) by and between:

Name of Bidder with address

AND

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

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

WHEREAS Nagarplaika (herein referred to as Employer) has invited tender (hereinafter referred to as the ("project") for the following work: Name of the work

WHEREAS if the said project is awarded to "____(Name of the bidder)"

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

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

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

However, if the employer directs the parties to make changes in MoU agreement so as to fulfill the tender condition/requirement, the parties shall discuss with the employer and shall mutually agree for such changes as may be required to be made in the agreement.

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

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

CHECK LIST:

Bidder shall fill this CHECK LIST and ensure that all details / documents as mentioned in the tender documents are submitted along with their Bid. Please tick the box and ensure compliance and specify the Page no. of Pre-Qualification bid submitted.

Sr. No.	Details / Documents	Compliance	Page No.
		(Yes / No)	
Documents required for Bid			
	Tender fee		
	EMD		
	Contractor Registration certificate of Appropriate class		
	Contractor Registration certificate of special category		
	GST details		
	PAN details		
	Qualification Information form		
	Partnership deed, Certificate of incorporation		
	Power of Attorney / Authorization letter in favor of signatory of Bid		
	Copy of certificate from CA for turnover data along with copy of audited Balance sheets for last 5 financial years, submitted		
	Similar project details along with relevant documents		
	Quantity executed details		
	Bid Capacity calculation and details		
	Information about construction plant and machinery		
	Qualification and experience of key personal proposed for this project		
	List of proposed specialized contractors		
	MOU with specialized contractors- with relevant support documents		
	Evidence for access to or Availability of credit facilities		
	Affidavit		
	Undertaking for investing 25% of value of work		
	Bid security form		
	Performance security form		
	Additional Performance security form		
	Letter of Acceptance form		
	Agreement form		
	Undertaking to abide by this bid		
	Anti Blacklisting Affidavit		
	Litigation history		
	Proposed work plan and methodology to be adopted		
	Proposed project schedule and timeline to be adopted with key Milestones		
	Progress Monitoring Reports formats		
	Quality assurance plan adopted by Contractor		
	Construction material and labour management plan		
	Safety plan adopted by Contractor		
	Photographs for quality of construction of similar projects		
	Benefits/ Advantages of hiring 'you' for this project		
	Solvency certificate (minimum 20% of tender value)		