



Morbi Municipal Corporation

Tender Documents

for

Selection of Bidder(s) for Design, supply, Installation, Testing, Commissioning and Operation & Maintenance for 3(Three) years of 3D projection mapping at Mani Mandir, Morbi, Gujarat.

TENDER NO: MMC/_____/2025-26

VOL-I: - TECHNICAL BID (TOTAL PAGE: XX)

1	Tender documents available	On web site http://www.nprocure.com
3	Last Date & Time of submitting the tender (ONLINE)	Online till 02/07/2026, up to 18.00 Hrs.
4	Last Date, Time & Place of submitting the Volume-I (Technical Bid only) of Tender in HARD COPY	Up To 09/07/2026, 18:00 Hrs. only at Morbi Municipal Corporation, Dr. Ambedkar Bhavan, Gandhi Chowk, Morbi – 363641. GUJARAT.
5	Date, Time & Place of OPENING of the Volume-I (TECHNICAL BID ONLY) of Tender	10/07/2026 at 12:00 Hrs. <u>Online Opening in the Office of:</u> Morbi Municipal Corporation, Dr. Ambedkar Bhavan, Gandhi Chowk, Morbi – 363641. GUJARAT. <u>Place for HARD COPY Opening of Tender:</u> Morbi Municipal Corporation, Dr. Ambedkar Bhavan, Gandhi Chowk, Morbi – 363641. GUJARAT.

Municipal Commissioner
Morbi Municipal Corporation
Dr. Ambedkar Bhavan, Morbi - 363641.
Gujarat, India
2025-26



MORBI MUNICIPAL CORPORATION

TENDER NOTICE

Selection of Bidder(s) for Design, supply, Installation, Testing, Commissioning and Operation & Maintenance for 3(Three) years of 3D projection mapping at Mani Mandir, Morbi, Gujarat.

Last date of tender submission (Online)	Date: 02/07/2026 up to 18:00 Hrs..
Last date of tender submission (Hard Copy)	Date: 09/07/2026 up to 18:00 Hrs.
Details and Tenders available on	On web site http://www.nprocure.com

Part - I General Specifications

NOTICE INVITING TENDER

Name of Work: Design, supply, Installation, Testing, Commissioning and Operation & Maintenance for 3(Three) years of 3D projection mapping at Mani Mandir, Morbi, Gujarat.

Tender Cost: - Rs. 2,63,49,972.00 Cr.

Dear Sir,

- 1.1 **Municipal Commissioner, on behalf of Morbi Municipal Corporation, Morbi (MMC) invites sealed tenders on two Bid system (Bid– I : Technical Bid & Bid – II : Financial Bid) from the prosperous, experienced bidders and who qualify the eligibility criteria, as mentioned in Section – I of technical specifications for the Rate contract work of Design, supply, Installation, Testing, Commissioning and Operation & Maintenance for 3(Three) years of 3D projection mapping at Mani Mandir, Morbi, Gujarat.**

Volume – I: Technical Bid

Part – I: Notice Inviting Tender

Section-I: - Instruction to Tenderer

Section-II: - General Condition of Contract

Section-III: - Special Condition of Contract

Part – II: Annexure 1 to 11

Part – III: Section-IV: - Technical Specification for Light System

Part – IV: Section – V: - Drawings

Volume – II: Financial Bid

(To be filled ONLINE only)

- 1.2 Tender along with conditions of contract will be available from the website <http://www.nprocure.com>. Tenderer shall have to submit Demand Draft (DD) in favour of Morbi Municipal Corporation payable at Morbi of **Rs. 4,500/-** as tender fee along with the tender submission.
- 1.3 The tenderer is required to check the website for Addendum if any before 48 hours of tender submission date and time. The tenderer who quotes the tender without attaching the addendum will be rejected.
- 1.4 Tenderer shall have to submit Earnest Money Deposit of Rs. **2,63,499.00 /-** (**Rs. Two Lakh Sixty-Three Thousand Four Hundred Ninety-Nine Only**) , in the form of Demand Draft / FDR/ Bank Guarantee, in favour of Municipal Commissioner, Morbi, Payable at Morbi. Tenderer who wishes to submit a Bank Guarantee, must submit it in the prescribed format as given in the tender, and this bank guarantee should have validity of minimum of Six Months from the date of opening of Tender and it must be issued from any Nationalised Bank of **List of attached herewith.**
Note: In case of EMD/SD submitted in form of BG, tenderer has to follow guideline.

- 1.5 The Earnest Money Deposit of the bidders who does not receive the Work Order shall be returned within 60 days, after the Award of the Work Order.
- 1.6 The successful tenderers shall have to execute Contract Agreement with MMC and shall have to pay Security deposit worth 5 % of the given order value within 15 days from the date of receipt of work order in the form of Demand Draft / Bank Guarantee, in favour of Municipal Commissioner, Morbi, payable at Morbi and this bank guarantee must have validity of minimum of One year after the date of completion of Entire work order. If the Contract price offered by the selected bidders is lower than 10% but up to 20 % of the Estimate project cost than the additional performance security shall be calculated @ 20% of the difference in the Estimated project cost minus 10% of the estimated project cost and contract price offered by the selected bidder. If the contract price offered by the selected bidder is lower than 20 % of the Estimated project cost than the additional performance security shall be calculated @ 30% of the difference in the Estimated project cost minus 10% of the Estimated project cost and contract price offered by the selected bidder. If the successful tenderer wish to submit a Bank Guarantee, must submit it in the prescribed format as given in the tender, and this bank guarantee must have validity of minimum of One years from the date of completion of Entire work order and it must be issued from any Nationalised Bank of List of Banks attached herewith of Morbi Branch ONLY.
- 1.7 If the tenderer fails to execute the contract within 15 calendar days after receiving work order of the award of contract and fails to submit security deposit, the earnest money may be forfeited, and the tenderer may be disqualified from tender.
- 1.8 After the awarding of contract has been finalized, the Earnest Money will be returned to the respective tenderer, except the successful tenderers.
- 1.9 The successful tenderer's earnest money can be retained as part of the security deposit after signing the contract and for making of the contract deposit, and rest amount of the security deposit can be submitted in the same form which the tenderer has submitted the EMD, which will be released after satisfactory completion of the entire project.

I.e., Security deposit will be released after completion of defect liability period of one year from the date of work completion. Prior to release of this SD, contractor shall have to submit a new SD worth 5% of the value of total 3D projection mapping equipment's fixtures i.e., 25% of the ordered value for the period of remaining Two years.
- 1.10 No interest will be paid on any tender deposit.
- 1.11 The tender shall be accompanied with the **Income tax return copy of the last three financial years.**
- 1.12 **Two sets (One Original + One Xerox copy)** of tender documents (Volume I: Part-I, II, III, IV) including addendum if any, duly completed in all respects shall be submitted as described further, so as to reach at the following address on or before the date and time mentioned in tender notice.
**Morbi Municipal Corporation,
Dr. Ambedkar Bhavan, Gandhi Chowk,
Morbi – 363641, Gujarat.**
- 1.13 Tender Fee and Earnest Money Deposit should be sealed in separate envelope and the same should be enclosed along with Volume – I & drawings in **Envelop – 'A' only (Technical Bid) (One original + One Xerox copy).**

- 1.14 All tender documents as per requirement of tender notice & document should be scanned & uploaded.
- 1.15 The following documents should also be scanned form original & uploaded in Technical Bid without which financial bid will not be opened.
- I. The Similar type of work as mentioned in Pre-qualification criteria.
 - II. A copy of valid Income Tax Return submitted for current Assessment year.
 - III. Scanned from original list of works completed and in hand works tendered along with supporting certificates.
 - IV. Affidavit of Rs. 300/- Stamp Paper as per (Annexure- 12) with Notarized.
 - V. A copy of certificate of registration / NOC with the E.P.F. Organization India.
 - VI. Scanned Original Copy of Self-Declaration submitted by the contractor regarding Completeness, Correctness and truthfulness of document as per Performa given in Annexure-1 on Tenderer's Letter Head.
 - VII. Scanned from original copy of Professional Tax Registration /Professional Tax Enrolment Certificate.
 - VIII. Scanned from original Copy of PAN allotted by Income Tax Department.
 - IX. Scanned from original Copy of GST.
 - X. Solvency certificate as per Mention in Tender.
- 1.16 Financial Bids must be filled **ONLINE** Only. Hard Copy (Physical) submission of Financial Bids (Vol-2) should not be done in any case.
- 1.17 **On all these envelopes, the name of tenderer, name of work as well as date of opening of the bid shall be written invariably.**
- 1.18 Vol-I containing technical bids from the bidders received in physical form and online, will be opened in the presence of the bidder's representatives, who choose to attend at the place, time and date mentioned by MMC and the technical bids will be scrutinized.
- 1.19 After this, the financial bid – Volume – II of only technically qualified tenderers will be opened **ONLINE ONLY**. The actual date of opening of financial bids will be communicated to technically responsive tenderers at a later date.
- 1.20 Tenders received **without Earnest Money Deposit / Tender fee (OR both)** will be considered as **non-Responsive** and **will be rejected outright**.
- 1.21 The conditional tender **will not be accepted and will be rejected outright**, unless, the nature of condition(s) put up by the bidder is acceptable to MMC. **Any suggestions / alterations from the tender, if suggested in specifications, must be mentioned in the main forwarding letter.**

- 1.22 The tender shall be **Percentage Rate Tender**. Tenderer shall have to offer the rates for the total tender value in **Above OR Below percentage in figures and words in Volume-II** of the tender document (**Financial Bid**). **Quantity mentioned in BOQ are indicative. It may vary as per the requirement of MMC. GST will be paid extra as actual.**
- 1.23 Acceptance of the tenders will rest with the Municipal Commissioner, who does not bind himself, to accept the lowest tender OR to accept the tender partly and reserves the right to reject any or all tenders without assigning any reason thereof.
- 1.24 The tender for the work shall remain open for a period of **120 days** from the date of Opening of the Financial Bids of the tender and the tenderer shall not be allowed to withdraw or modify the offer on his own during this period any modifications or additions in terms and conditions of his tender not acceptable to the Morbi Municipal Corporation shall without prejudice to any right or remedy, be at liberty to forfeit in full they said earnest money absolutely.
- 1.25 Tenderer shall, in no case have the right to withdraw the tender after opening of the Financial Bids. If any of the tenderer does so, then in such case the EMD of tenderer, shall be forfeited and in future, tenderer may be barred from quoting the tender in MMC.
- 1.26 **Incomplete tender which does not fulfil any of the above conditions will be liable for rejection. Tender will also be liable to be rejected if –**
- i) The tenderer proposes any alteration in the work specified or in the time allowed in carrying out the works or make corrections in Schedule of Quantities.
 - ii) Any of the page or pages in the tender is / are removed or replaced.
 - iii) The rate is not entered in **ink**, in **figures** in Financial Bid. Also, the rate is not written in word and figure and signed.
 - iv) All corrections, additions or pasted slips are not initialled by the tenderer.
 - v) Any erasure is made in the tender.
 - vi) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or the signature(s) is (are) not attested by the witness, wherever it is required.
 - vii) Earnest money for required amount is not paid with the tender.
 - viii) The tenderer returns the tender document without signing relevant pages of the bid and amendments in duplicate copy, if any.
 - ix) Data sheet by the bidder in Part – II must be furnished.
- 1.27 In the event of a discrepancy between description in words and figures in total offered amount by the tenderer, **the description in words shall prevail.**
- 1.28 In the event of any calculation error found in the bid of submission, the rate will be considered as final and accordingly the amount will be corrected.
- 1.29 The MMC reserves the right to reject all the tenders of the lowest or any other tender which is the judgment of the MMC and also does not appear to be in its best interest

and the tenderers shall have no cause of action or claim against the MMC of its officers, employees, successors for assignees for rejection of its tender.

- 1.30 It must be clearly and distinctly understood that the conditions of contract and specifications shall be rigidly enforced and no relaxation on the grounds of customs prevailing shall be allowed.
- 1.31 The quoted rates in the Financial Bid (Volume–II) shall be inclusive of transportation, Inspection (Including travelling, lodging and boarding expenses of MMC Engineer) & Testing Charges, TPI Charges, etc.
- 1.32 It is considered that the tenderer has fully acquainted himself with the local situations regarding materials, labour and other factors pertaining to work and studied the drawings and estimates before submitting the tender.
- 1.33 Tenderer shall have to sign on stamp of the company on each and every page of the Vol-1.
- 1.34 The tenderer shall carefully read the eligibility criteria, given in Clause No : 15 "INSTRUCTIONS TO TENDERERS ", furnish the details and satisfy the same; otherwise, the tender will be rejected without assigning any reason.
- 1.35 This notice will form part of the Contract.

Last date of **ONLINE** submission will be 02/07/2026 up to 18.00 Hrs. and **HARD COPY OF TENDER (Only Technical Bid) Submission** can be done till 09/07/2026 up to 18.00 hours. Tenders will be opened online on date 10/07/2026 at 12.00 Hrs. in Office of Additional City Engineer (Morbi Municipal Corporation).

Then after Hard Copies of Tender (Only Technical Bid), along with Tender fee and EMD Covers will be opened on same date: 09/07/2026 after 16:05 Hrs. In the office of Morbi Municipal Corporation, Dr. Ambedkar Bhavan, Gandhi Chowk, Morbi – 363641. Gujarat, India.

- 1.36 Municipal Commissioner reserves the right to terminate the contract at any time during the contract period if the work is not found satisfactory.
- 1.37 The Municipal Commissioner is in no way bound to accept the lowest or any tender and reserve to right divide or cancel without giving reasons thereof. Any Court case is not allowed for the above tender & final authority for the above tender is Municipal Commissioner.
- 1.38 In case of any delay/deviation of our standard term of payment no interest or extra charges will be paid to tenderer by MMC.
- 1.39 On the occurrence of any accident on site while working, which results in death of workman, employed by the contractor or any disability likely to be occurred, in respect

of which compensation may become payable under workmen's compensation Act has to be borne by the contractor.

- 1.40 Not more than one tender shall be submitted by Contractor or by a firm of Contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner and / or director shall submit tender for the execution of the same work / tender. If they do so, all such tenders shall be liable to be rejected.
- 1.41 In Case of Late Submission and/or Extension of Bank Guarantee, the period lapsed shall be charged as per MMC norms. Presently the same is charged 4% per annum for the delay period.
- 1.42 Municipal Commissioner reserves the right (I) To change, Alter or to waive any technical or commercial terms, conditions and qualification, (II) to reject all the tenders or the lowest or any other tender in part or full without assigning any reason whatever (III) For making changes/relaxation in eligibility criteria at any time (IV) to split the tender and award to more than one tenderer in the interest of public. The tenderer shall have no cause of action or claim Against the corporation or its officers, Employees, successors or assignee for rejection of his tender.
- 1.43 Tenderer Has been Disqualified if Even though the Applicants meet the required criteria, they are subjects to be disqualified if Applicant or any of its constituent partner/s, director/s, have:-Made misleading or False representation in the forms, statements and attachments submitted: or – Been debarred or terminated or blacklisted by Central Govt. Organization/ State Government Organization /MMC/Any Municipal Corporation /ULBs etc.

If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

1.44 Enhancement Factors

Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial year	Enhancement factor
Base (Year of inviting tender)	2025-2026	1.00
2	-1(2024-2025)	1.10

3	-2 (2023-2024)	1.21
4	-3 (2022-2023)	1.33
5	-4(2021-2022)	1.46
6	-5(2020-2021)	1.61

In case the financial figures and value of completed works are in foreign currency, current market exchange rate will be applied for the purpose of conversion foreign currency into Indian Rupees.

Applicant will indicate actual figures of costs and amounts in the schedule without accounting for the above mentioned factors.

Signature of Tenderer : **City Engineer (Morbi Municipal Corporation)**
Name : **Morbi Municipal Corporation**
Company's seal :
Date :

SECTION – I
INSTRUCTIONS TO TENDERERS

1.0 Note

- 1.1 These instructions are provided to assist tenderers while preparing their tenders.

2.0 Invitation to Tender

- 2.1 The City Engineer, MMC for and on behalf of the Morbi Municipal Corporation, Morbi, hereinafter referred to as the MMC, will receive tenders for the Rate Contract for Design, Supply, installation, testing & commissioning of Multimedia shows system with related electrical works according to the specifications and Financial Bid and Rates in the tender documents herewith attached.
- 2.2 Tenders will not be accepted after the mentioned date and time fixed for receiving of tenders. Telegraphic tenders will not be accepted under any circumstance. Tenders received after the hour and date so fixed will not be considered. Tenders (only technical bid- Volume - I) will be received by RPAD / Speed Post / Hand delivery on or **before due date and time as mentioned in tender notice**. Tenderer's authorized representatives may attend the tender opening. The tenders shall be **opened at the date and time as mentioned in tender notice**.
- 2.3 The MMC does not bind himself to accept the lowest or any tender. If the tenderer wishes to offer discount in the event of the entire work he shall state so in the tender.
- 2.4 Tender documents are not **transferable**.

3.0 Tender Validity Period

- 3.1 The tender shall be kept valid for acceptance for a period of One hundred Twenty (120) calendar days **from the date of opening of the Financial Bids**.

4.0 Language of Tender

- 4.1 Tenders shall be submitted in English, and all information in the tender shall be in **English**. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a tender. Only English text shall be governing.

5.0 Content of Tender Documents

- 5.1 The goods required, tendering procedures and contract terms are prescribed in the Tender Document. In addition to the Invitation for Tenders, the Tender Document includes:
- 5.2
- (a) Instructions to Tenderer
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Scope of Works

- (e) Technical Specifications
- (f) Price Schedules
- (g) Tender Form
- (h) Tender Security Form
- (i) Contract Form; and
- (j) Performance Security Form

The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required by the Tender Document or submission of a Tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of their Tender.

6.0 Deleted

7.0 Deleted

8.0 Submission of Tenders

- 8.1 Tenderer should take utmost care in submitting the tender. All required documents (except Financial Bid) as asked in the tender shall have to be scanned and submitted ONLINE as well as in HARD COPY. Financial Bid is to be submitted separately ONLINE ONLY.
- 8.2 In the event of a contract, the tender and the documents attached thereto shall be considered as forming part of the Contract Documents. After Final Submission / Opening of the tenders, no request shall be accepted to submit any document. Hence Tenderer should ensure proper submission.
- 8.3 Two sets (One Original + One Xerox copy) of tender documents (only technical bid - Volume-I) duly completed in all respects shall be submitted as described in notice inviting tender in a sealed envelope to reach by at the following address on or before the date and time as mentioned in tender notice.

**The Morbi Municipal Corporation,
Dr. Ambedkar Bhavan, Gandhi Chowk,
Morbi – 363641, Gujarat, India.**

- 8.3 The sealed envelopes tender document shall show on the outside, the name of the tenderer and his address.
- 8.4 The tender shall be considered non-responsive if technical specifications (Part-III) are not complete in all respect. Tenderers are requested to present the tenders well in time before stipulated date and time of receipt; so as to avoid rush at the closing hours.
- 8.5 The tender document shall be accompanied by the following documents:
 - (a) DD for tender fee

- (b) The tender in duplicate copy with duly signed.
- (c) A chart showing the estimated monthly labour force proposed for the execution of this contract.
- (d) The work done and work completed by tenderer during last 7 years, he should submit satisfactory completion certificate (3A form) from the owner.
- (e) A covering letter (in duplicate) stating any other matter in relation to this tender which the tenderer considers should be drawn to the particular notice of the MMC or Consulting Engineers if any.

In addition, the original tender shall be accompanied by:

- (f) EMD, in any of the form as described in the tender
- (g) A certificate of registration minimum “A” Class as approved Contractor should be attached with the tender.

8.6 Erasures and other changes shall be noted over by the initials of the person signing the tender.

9.0 General Performance Data

9.1 Tenderer shall present the following information along with their tenders in duplicate:

- (a) Evidence of financial capacity to execute a contract of this magnitude in terms of solvency certificate, annual turnover and price of same magnitude jobs carried out.
- (b) The bidders are requested to furnish requisite information to enable the competent authority to decide the technical and financial capability of the bidder, based on which, the bidder shall be evaluated.

Experience of similar works & equal or required magnitude as asked in the tender, The tenderer should have received the work order and completed the works in their firm / agency name only, in Any Municipal Corporation / ANY ULB/ Any State / Central Government/Semi Government. A copy of the work order received, and work completed satisfactorily during last Seven years, in any of the above organization must be attached with this tender. The MMC reserves the right to waive minor deviations, if they do not materially affect the capability of a bidder to perform the contract. **Tenderer having Experience of Subcontract shall not be considered and such tenders will be rejected.**

- (c) Magnitude with names of authorities for which the works were executed along with completion / performance certificate from the owner/Issuing Authorities/Head of Department with specific mention that work is completed in time and it is completed satisfactorily. Also, in the completion form 3A / performance certificate issued by other above mention organisation (section 9.1 (c)) except Morbi Municipal Corporation it should clearly mention the number of erected Similar kind of work means indoor/outdoor Digital Multimedia Technology including Projection Mapping/Light & Sound Show/Laser Show in Stone/ Façade/ Building/ Temple/Tourist Place. In case of composite 3D Projection work, site should clearly mention the Capex and Opex amount separately from the end user. For technical evaluation of only Capex amount will be considered.

- (d) List of current jobs of comparable nature along with starting date and likely completion dates with their contract values.
 - (e) The extent of responsibilities carried by Contractors associated with the tenderer.
 - (f) General detail of tenderers' organization, management, staff and personnel, Facilities for design and execution.
- 9.2 Tenders will not be considered if the above information is not provided or is considered to be unsatisfactory.

10.0 Signing of Tender Document

- 10.1 Tenderers are requested to quote the total offered value of the tender in percentage above/below in the Financial Bid (ONLINE ONLY).
- 10.2 If the tender is made by an individual, it shall be signed with his full name above his current address.
- 10.3 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his name and the name of his firm with its current address.
- 10.4 If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender, in which case, a certified copy of the power of attorney shall accompany the tender. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 10.5 Deleted.
- 10.6 The tender submitted by Joint Venture is not acceptable.
- 10.7 All signatures in the tender documents shall be dated.

11.0 Interpretation of Documents

- 11.1 Tenderer shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. Should a tenderer find discrepancies in or omission from the specification or other documents, or should be in doubt as to their meaning, he should at once address a query to the Additional City Engineer, MMC. Any resulting interpretation of the Tender Documents will be issued to all tenderer as an Addendum. Verbal clarification and/or information given by the Additional City Engineer (MMC), shall not be binding to the MMC.

12.0 Errors and Discrepancies in Tenders

- 12.1 Should the Financial Bid and Rates submit with the tender be found to contain errors, or discrepancies, the owner/engineer will not permit any bidder to change the Substance or price of his bid after the bid opening. In case of discrepancy in the quoted rate and the corresponding amount the rate quoted in words in all cases shall govern. Also, the bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

13.0 Clarification of Tender Documents

- 13.1 A prospective tenderer requiring any clarification of the Tender Document may notify the Purchaser in writing or by telex or fax at the Purchaser's mailing address as indicated. The Purchaser will respond in writing to any request for clarification of the Tender Document which it receives no later than 30 days prior to the deadline for the submission of Tenders prescribed by the Purchaser. Written copies of the Purchaser's response will be sent to all prospective Tenders who have purchased the Tender Document.

14.0 Amendment of Tender Documents

- 14.1 Modifications of specifications and extension of the closing date of the tender, if required, will be made by an Addendum which will be put up on website before 48 hours of tender submission date and time. **These shall be signed and returned by the tenderer and shall form a part of the tender document.**
- 14.2 The tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with the Addendum.

15.0 Eligible Tenderer

This invitation for Tenders is open to all contractors who have the following qualification:

15.1 Tender Eligibility Criteria

15.1.1 Eligibility Criteria: -

- 1.1 The contractor must possess the valid electrical contractor license duly renewed for the current year from Any state / Central government.
 - 1.2 The Tenderer should have Government approved at least "A" Class contractor registration. The current year copy of the same should be attached with the Tender.
 - 1.3 Tenderer must have experience of DSITC work of permanent Similar kind of work means indoor/outdoor Digital Multimedia Technology including Projection Mapping/Light & Sound Show/Laser Show in Stone/ Façade/ Building/ Temple/Tourist Place during last Seven Years.
- One Similar work order completed having costing not less than the amount equal to **Rs. 2,10,79,977.6** During the last 7 years (i.e., 80% of tender of tender value)
OR
 - Two Similar work order completed having costing not less than the amount equal to **Rs. 1,31,74,986** During the last 7 years (i.e., 50% of tender of tender value)
OR
 - Three Similar work order completed having costing not less than the amount equal to **Rs. 1,05,39,988.8** During the last 7 years (i.e., 40% of tender of tender value)

Contractor should have received the work order and completed the works during last seven years. Work order & Form 3(A) / work completion certificate / work performance certificate is to be submitted mandatorily and the same issued from Competent authority of End User.

- **Definition of Similar Works:** - Similar kind of work means indoor/outdoor Digital Multimedia Technology including Projection Mapping/Light & Sound Show/Laser Show in Stone/ Façade/ Building/ Temple/Tourist Place during last Seven Years.

1.4 Tenderer should have sound financial capacity and having average annual turnover of at least **Rs. 79,04,991.6** /- during the last three years, ending 31st March of the previous financial year. (i.e.30 % of tender amount).

1.5 Qualified Staff: The Contractor shall have qualified staff with him. Details shall be submitted with the tender.

15.1.2 Qualification will be based on meeting all the following minimum pass / fail criteria regarding the bidder's general and experience, personnel and equipment capabilities and financial position. Experience of similar works & equal or required magnitude as asked in the tender. During last seven years the tenderer should have received the work order and completed the works in their firm / agency name only, in Any Municipal Corporation /Any ULB/ any State / Central Government. Contractor must have to submit the copy of the work order received and works completed during last Seven years. **Tenderer having Subcontract Experience shall not be considered and such tenders will be rejected.**

The bids received under this procedure shall be assessed and evaluated based on the Qualification Criteria and Evaluation Procedure prescribed hereunder.

15.1.3 Assessment of Bids:

Bid applications will normally be assessed using following process. The contract will only be awarded to responsible, financially sound and well experience contractors on the following basis:

- (A) Experience
- (B) Financial Capacity
- (C) Qualified staff

(A) Experience:

The bidder shall be electrical license holder of any state Government, or such license is notified by the any state Government. The license shall be valid during the Tenancy of the contract. Registration should be at least in "A" class.

The tenderer should have received the work order and completed the works in their firm / agency name only, in Any Municipal Corporation / any ULB/ any State / Central Government. A copy of the work order received, and work completed satisfactorily during last Seven years, in any of the above organization must be attached with this tender. The MMC reserves the right to waive minor deviations, if they do not materially affect the capability of a bidder to perform the contract. **Tenderer having Experience of Subcontract shall not be considered and such tenders will be rejected.**

(B) Financial Capacity :

The Tenderer shall have to submit audited annual reports / financial reports of last three financial years. Annual reports shall include the auditor's certification, wherever

necessary, the Employer can make enquiries with the bidder's bankers.

- **The Bid capacity will be evaluated as:**

Bid capacity = $2AN - B$

Where, A = Maximum turnover annually during last 3 years

N = Completion period (in month) / 12 = 12/12 = 1
(12 Months Consider Only for Tender bid Calculation)

B = Value of work of the existing commitments and on-going works to be completed during the next one year

- (C) **Qualified Staff:** The Contractor shall have qualified staff with him. Details shall be submitted with the tender.

15.1.4 Litigation History:

The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years. This should also include such cases, which are in process/progress. A consistent history of awards against the bidder or any partner of a joint venture may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the Authority the tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer / contractor and he will not have any defence for the same.

Disqualification: -

Even though the applicants meet the required Criteria, they are subject to be disqualified if the applicant or any of its constituent partner/s, director/s, have:- Made misleading or false representation in the forms, statements, and attachments submitted; or – been debarred or terminated or blacklisted by Central Govt. organisation / Any State Govt organisation / MMC / Any Municipal Corporation / ULBs etc.

- If any of the directors, partners or proprietors has a Criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- If, any criminal proceeding is pending in any court of law in India against any of the directors, partners, or a proprietor and if any such proceeding culminates into conviction.

15.1.5 Solvency Certificate: -

The Tenderer should submit a Solvency Certificate from a Nationalized / Scheduled Bank of an amount of **Rs. 52,69,994.4 Lakh.** (i.e., 20% of Estimated cost of tender). Bank Solvency should not be Older than One year period from the date of opening of tender. Tenders received without Bank Solvency shall be rejected.

16.0 Evaluation of Tenders

16.1 For evaluation and comparison of bids, the following factors shall be considered.

- i) Qualification criteria for contractor as mentioned in the above clause no: 15 - Eligible Tenderers.
- ii) The costs of procurement of principal element of the work of similar magnitude executed

earlier.

- iii) The time of completion of this work, is essence contract. The work is to be completed within the time schedule given from the date of the work order given during the last seven years ending last day of the month previous to the one in which applications are invited.
- iv) The reliability of the proposed execution of electrical work.
- v) Deviations, if any.
- vi) Technical competence.
- vii) Relative quality of previous jobs.
- viii) Organization set up.
- ix) Financial Capability.
- x) Financial capacity of the contractor.

17.0 Policy for tenders under consideration

- 17.1 Tenders shall be deemed to be under consideration from the opening of tenders, until such time as an official announcement of award is made.
- 17.2 While tenders are under consideration, tenderer and their representatives, or other interested parties, are advised to refrain from contacting by any means any MMC personnel or representatives on matters relative to the tenders under study. The Engineer's Representative, if necessary, will obtain clarification of tenders by requesting such information from any or all the tenderer either in writing or through personal contact, as may be necessary. The tenderer will not be permitted to change the substance of his tender after tenders have been opened. This includes any post tender price revision or major modification as defined in Clause No. 13. Non-compliance with this provision is a cause for disqualification.

18.0 Cost of Tendering

- 18.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and Morbi Municipal Corporation (MMC), hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

19.0 Award of Contract

- 19.1 Notification of award will be made in writing to the successful tenderer.
- 19.2 The contract will be awarded to the technically and financially qualified and responsive tenderer offering the lowest overall evaluated tender or tenders in conformance with specifications. Evaluation of tenders and policy for tenders under considerations, mentioned earlier.
- 19.3 A responsive tender is one which accepts all the terms and conditions of the Tender Documents without any major modifications. A major modification is one which affects in any way the price, quality, quantity or completion of works or which limits in any way, any responsibilities or liabilities of the tenderer or any rights of the MMC, as specified in the

Tender Documents. The MMC may waive any minor informality in a tender which does not constitute a major modification. However, the failure of successful bidder to pay 'Security Deposit' and signing the contract shall constitute sufficient grounds for annulment of the award of contract and forfeiture of the earnest money deposit, in which case the Owner/Engineer may award the contract to the next lowest evaluated responsive bidder. In the event of not finding any such bidders, the employer is empowered to call for new bids.

- 19.4 In case, the tender is found technically responsive, tenderer will be intimated accordingly.
- 19.5 All the tenderers who participate in the tender, should raise all their queries and objections (if any), after the opening of technical bids, and before opening of financial bids.
- 19.6 However, any of the tenderer whosoever will raise the queries or objections after the opening of financial bids, then in such case, it will be considered as a corrupt intentional practise for affecting the tender procedure and pressurise the competent Authority. In such case, such agency will be debarred from the tender procedure for Three years and EMD will be forfeited.
- 19.7 If the queries or objections are raised by person/s, or agency other than the participant agencies, then such queries or objections will not be taken into consideration (at any stage of the tender) and such queries or objections shall be rejected straightway.
- 19.8 **If the tenderer fills the tender price more than 20 % less of the tender value than he has to give all the justification about the quoted price with all supporting documents for the work to execute. Also, he has to give in written on Rs. 300 stamp papers that he will do the work as per tender terms and conditions, maintain quality of work and complete the work in the time limit.**

20.0 Signing of Contract

- 20.1 The successful tenderer shall be required to execute the Contract with MMC as described in clause 1.7.
- 20.2 The person to sign the contract documents shall be the persons as detailed in tender document i.e., signing of tender documents.

21.0 Stamp Duty and Legal Charges

- 21.1 It shall be incumbent on the successful tenderer to pay stamp duty on the contract and legal charges for preparation of the contract agreement.

22.0 Tender Security

- 22.1 Tenderer shall furnish, as part of its Tender, Tender security for the amount as indicated in the form and it shall be submitted in cover with tender.
- 22.2 The Tender security is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture

- 22.3 The Tender security shall be denominated in the currency of the Tender. A bank guarantee issued by a bank acceptable to the Purchaser, in the form provided in the Tender Document.
- 22.4 Any Tender not secured in accordance with above clause no: 22.1 to 22.3 will be rejected by the Purchaser as nonresponsive, pursuant to Clause 22.
- 22.5 Unsuccessful Tenderer's Tender security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of Tender prescribed by the Purchaser
- 22.6 The successful Tenderer's Tender security will be discharged upon the Tenderer executing the Contract & furnishing the performance security.
- 22.7 **The Tender security / performance guarantee may be forfeited:**
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form' or
 - b) in the case of successful Tenderer, if the Tenderer fails:
 - c) to sign the Contract in accordance with Clause 24; or
 - d) to furnish performance security in accordance with Clause 24
 - e) Security deposit shall be converted into performance guarantee and based on penalty clause for non-performing said work, MMC will deduct the amount from performance guarantee.
- 22.8 No interest will be paid on Tender security.

23.0 Period of Validity of Tenders

- 23.1 Tenders shall remain valid for **120 days** after the date of Opening of the Financial Bids. A Tender valid for a shorter period i.e., less than 120 days from Financial Bid Opening date may be rejected by the Purchaser as non-responsive.
- 23.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of made in writing. The Tender security provided under Clause 22 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor permitted to modify its Tender.

24.0 Security Deposit

- 24.1 Within 15 days after the Tenderer's receipt of notification of award of the Contract, the Tenderer shall furnish security deposit to the Purchaser in the amount specified in the Special Conditions of Contract.
- 24.2 The proceeds of the security deposit shall be payable to the Purchaser as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 24.3 The security deposit shall be denominated in Indian Rupees and shall be in the following forms:
- 24.4 A bank guarantee issued by a bank acceptable to the Purchaser, in the form provided in the

Tender Documents or another form acceptable to the Purchaser.

- 24.5 The security deposit will be discharged by the Purchaser and returned to the Tenderer after completion of warranty/guarantee period of LED fixtures. Tenderer's performance obligations, including any warranty obligations, under the Contract.
I.e. Security deposit will released after completion of defect liability period of one year from the date of work completion. Prior to the release of this SD, the contractor shall have to submit a new SD worth 5% of the value of total AV items i.e., 25% of the ordered value for the period of remaining Two years.
- 24.6 Security deposit shall be converted into performance guarantee and based on penalty clause for non performing said work , MMC will deduct the amount from performance guarantee.
- 25.0** Minimum Bid capacity (2AN-B) , Where A=30% of final estimated amount) , N =
Completion period (in month) / 12 = 12/12 = 1 (12 Months Consider Only for Tender bid Calculation), B = 0.

Signature of Tenderer	:	City Engineer (Morbi Municipal Corporation)
Name	:	Morbi Municipal Corporation.
Company's seal	:	Date

SECTION – II

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Tenderer, as recorded in the Contract Form signed by the parties. Including all attachments & appendices thereto and all documents incorporated by reference there in.
- (b) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and / or other materials which the supplier is required to supply and install to the Purchaser under the Contract.
- (d) “Services” means services ancillary to the supply and install of the Goods, such as transportation & insurance, and any commissioning, provision of technical assistance, training and other such obligations of the Tenderer covered under the Contract.
- (e) “The Purchaser” means the Organization purchasing the Goods; and
- (f) “The Tenderer” means the individual or firm supplying and installing the Goods under this Contract.
- (g) The Tenderer shall have to Order and offer the inspection call of Minimum 20 % of tender quantity of all materials within 45 days as per instruction of engineer – in-charge.
- (h) Time Limit for the material procurement shall have to be followed strictly by each Tenderer as per quantity instructed by the Purchaser at regular interval.
- (i) The Tenderer shall have to execute the work in the Chronological order of Suborders given. No Suborder should be left out unexecuted. However, In case of any Emergency / High Priority work, every Tenderer shall have to execute minimum 5 suborders of their total Suborders, as per instruction of the Additional City Engineer (MMC).

2.0 APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Good’s country of origin and such standards shall be the latest issued by the concerned institution.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Tenderer shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Tenderer shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Para 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in Para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Tenderer's performance under the Contract, if so required by the Purchaser.

5.0 PATENT RIGHTS

- 5.1 The Tenderer shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6.0 DELETED

8.0 PACKING

- 8.1 The Tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Good's final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 16, in any subsequent instructions ordered by the Purchaser.

9.0 DELIVERY AND DOCUMENTS

- 9.1 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by the Purchaser in its Scope of Work and the Special Conditions of Contract.

10.0 Deleted

11.0 TRANSPORTATION

- 11.1 Where the Tenderer is required under the Contract to deliver the Goods, FOB,

transport of the Goods, up to and including the point of putting the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Tenderer, and the cost thereof shall be included in the Contract Price.

- 11.2 Where the Tenderer is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Tenderer shall be required to meet all transport and storage expenses until delivery.

12.0 WARRANTY

- 12.1 The Tenderer warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models & incorporate all recent improvements in design & materials unless provided otherwise in the Contract. The Tenderer further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Tenderer, that may develop under normal use of the supplied Goods in the conditions obtaining in India.
- 12.2 Deleted.
- 12.3 The Purchaser shall promptly notify the Tenderer in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Tenderer shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without additional costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- 12.5 If the Tenderer, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Tenderer's risk and expense and without prejudice to any other rights which the Purchaser may have against the Tenderer under the Contract.

13.0 PAYMENT

- 13.1 The method and conditions of payment to be made to the Tenderer under the Contractor shall be specified in the Special Conditions of Contract.
- 13.2 The Tenderer's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by shipping documents submitted and upon fulfilment of other obligations stipulated in the contract.
- 13.3 The currency in which payment is made to the Tenderer under this Contract shall be Indian Rupees.

14.0 DEVIATION IN PAYMENT SCHEDULE

14.1 Tenderer must adhere to payment schedule of MMC outlined in the Special Condition of Contract. Tenders will be evaluated on the basis of this base price.

15.0 Deleted

16.0 CHANGE ORDERS

16.1 The Purchaser may at any time, by a written order given to the Tenderer pursuant to Clause 29, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing.
- (c) The place of delivery and
- (d) The Services to be provided by the Tenderer.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Tenderer's performance of any part of the work under the Contract, adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Tenderer for adjustment under this clause must be asserted within thirty (30) days from the date of the Tenderer's receipt of the Purchaser's change order.

17.0 CONTRACT AMENDMENTS

17.1 Subject to Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18.0 ASSIGNMENT

18.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19.0 DELETED

20.0 DELAYS IN THE TENDERER'S PERFORMANCE

20.1 Delivery of the Goods and performance of Services shall be made by the Tenderer in accordance with the time schedule specified by the Purchaser.

20.2 An unexcused delay by the Tenderer in the performance of its delivery obligations shall render the Tenderer liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and / or termination of

the Contract for default.

- 20.3 If at any time during performance of the Contract, the Tenderer should encounter conditions impeding timely delivery of the Goods and performance of Services, the Tenderer shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Tenderer's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Tenderer's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.0 TERMINATION FOR DEFAULT

- 21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate the Contract in whole or in part:
- (a) **If the Tenderer fails to execute the work as per schedule given herewith from the date of work order as specified in the Contract, the penalty will be charged 2% per week to maximum limit to 10% of the total work order of the particular work. Maximum time to complete any sub order will not more than 75 days.**
- (b) **Municipal Commissioner reserves the rights to terminate the contract during contract period without assigning any reason, if the work is not satisfactory & not as per the tender terms & Conditions.**

22.0 FORCE MAJEURE

- 22.1 Notwithstanding the provision of Clauses 20 & 22 the Tenderer shall not be liable for forfeiture of its performance security, liquidated damages 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.
- 22.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenderer not involving the Tenderer's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Tenderer shall and promptly notify the Purchaser in writing of such condition and the cause thereof, unless otherwise directed by the its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.0 TERMINATION FOR INSOLVENCY

- 23.1 Every contractor shall, unless exempted in writing by the Concerned Engineer,

produce along with his tender a solvency certificate of his financial ability from the collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.

- 23.2 The Purchaser may at any time terminate the Contract by giving written notice to the Tenderer, without compensation to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24.0 TERMINATION FOR CONVENIENCE

- 24.1 The Purchaser, may by written notice sent to the Tenderer, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- 24.2 The Goods that are complete and ready for shipment within 30 days after the Tenderer's receipt notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :

- (a) To have any portion completed and delivered at the Contract terms and prices; and / or
- (b) To cancel the remainder and pay to the Tenderer an agreed amount for partially completed Goods and for materials & parts previously procured by the Tenderer.

25.0 RESOLUTION OF DISPUTES

- 25.1 The Purchaser and the Tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the Contract.

- 26.0 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Tenderer have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract.

26.1 GOVERNING LANGUAGE

- 26.2 The Contract shall be written in the language of the bid, as specified by the Purchaser in the Instruction to Tenders. Subject to Clause 28, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

27.0 APPLICABLE LAW

- 27.1 The Contract shall be interpreted in accordance with the Indian laws.

28.0 NOTICES

- 28.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing (or by telegram / telex / fax and confirmed in writing) to the address specified for that purpose in the Special Conditions of Contract.
- 28.2 Any notice shall be effective when delivered or on the notice's effective date, whichever is later.

29.0 TAXES AND DUTIES

- 29.1 GST will be paid extra as actual.**

30.0 CHILD LABOUR ACT:

- 30.1 No Contractor shall employ any child heaving age 5 years to 14 years, as it is prohibited by the Child Labour Prohibition and Regulation Act, 1986. The Hon. Supreme Court has given certain guidelines and as per the guidelines, if employment of child labour is detected on the site work, the employer i.e., the Contractor shall have to deposit Rs. 20,000/- (Rupees Twenty Thousand only) in the Child Labour welfare Fund. If the employer refuses to deposit, then action will be taken for contempt of Court of the Supreme Court Judgment and also will be prosecuted by the concerned authority.
- 30.2 Because of the breach of any provision of the Child Labour Prohibition and Regulation Act, 1986, by the Contractor and for that Municipal Corporation has to pay any amount, then the Municipal Corporation shall recover the said amount from the Contractor.

31.0 Deleted

32.0 BRAND NAMES

- 32.1 The make of equipment shall be as per attached list. If make of a particular item is not given in the tender, then prior approval of MMC for that make must be required.

33.0 EQUIPMENT FOR EXECUTION

- 33.1 To expedite the execution work, the contractor has to submit a complete list of equipment he proposes to deploy on this work along with the tender. Tenderer not complying with this requirement may be considered non-responsive and his tender is liable to be rejected.

34.0 Warranty

- 34.1 This warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered, erected and commissioned to the

final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contractor.

35.0 EXTRA ITEM OF WORK

- 35.1 The extra work beyond tender item, if required to be executed during course of execution of regular work, that shall have to be carried out by the contractor as per the instructions and satisfaction of the Engineer-in-charge. This will be paid separately as per detail rate analysis made by the department based on market rate or prevalent SOR whichever is less.
- 35.2 If in the interest of the MMC it is necessary to change either any site or the design of the proposed work the Contractor shall carry out the same at his quoted rates without charging any extra and he will be paid at the rates quoted by him and no claim for extra amount for subsequent changes made will be entertained.

36.0 MEASUREMENT OF WORK

- 36.1 The measurements of work will be taken according to the usual method in use in the Morbi Municipal Corporation and no proposals to adopt alternative methods will be accepted. The Concerned Additional City Engineer (MMC)'s decision as to what is 'the usual method in use in the Morbi Municipal Corporation' will be final.
- 36.2 The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-Charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part/reduced rates subject to the approval by the Engineer-in-Charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

37.0 NO CLAIM TO ANY PAYMENT OR FOR RESTRICTION OF WORK: .

- 37.1 In the case of such delay in the supply of materials, Morbi Municipal Corporation shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-Charge to be reasonable to accordance with the circumstances of the case. The decision of the Engineer-in-Charge as the extension of time shall be accepted as final by the Contractors.
- 37.2 Action and compensation in case of bad work :** If, at any time before the expiry of defects Liability, period, it shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials or inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been passed, certified and paid for, the Contractor shall be

bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues, and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials complained of, as the case may be at the risk and expense in all respects of the Contractor should the Engineer-in-charge consider that any such inferior work of materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore, However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the corporation officer.

- 37.3 Recovery:** In case of any half-done work or work not as per specification because of site condition or any other reason beyond control and agreed by the corporation engineer, the proportional rate will be paid to the contractor based on the rate analysis made by the corporation. The percentage recovery in rates shall be calculated based on latest SOR rates / Market Rates.

38.0 Defect Liability Period :

- 37.4 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 Engineer-in-charge shall give the Contractor a notice in writing about the defects and the Contractor shall make good the same within 05 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 the 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) The period shall be 12 months from certified date of completion, either in part of full except AV equipment. All fixture defect liability for 1 years. It may be possible that the defect liability period will be different for deferent sites as per the handing over the work to MMC. This clause will be executed in the case of several site work execution and completed at different time spans.

39.0 SETTING OUT THE WORKS

- 39.1 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer in

charge and for correctness, subject as above mentioned in the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.

40.0 AMENITIES TO BE PRESERVED

- 40.1 The Contractor shall cause the least possible interference with the existing amenities, whether natural or manmade. No tree shall be felled without permission of the Engineer's Representative and clearance of the site shall generally be kept to the minimum necessary for the works and temporary works. Temporary works shall be sited so as to minimize the number of trees to be felled.
- 40.2 The contractor shall ensure the implementation of all necessary measures, including the provision of appropriate signboards and a fluorescent lighting system, to maintain visibility and safety during nighttime operations.

41.0 SAFETY MEASURES AND SERVICES

- 41.1 The Contractor shall be entirely responsible for the safety of all his Technicians, labourers, workmen involved in SITC WORK. Contractor must ensure that the site of work is fully secured prior to the commencement of Work, which shall include required permissions and clearance of all the authorities like department of Roads, traffic, Water Supply and Drainage; Electricity Board, Telephone Company, etc. Wherever necessary and observe the regulations regarding the execution of work in congested areas, heavy traffic areas, etc.
- 41.2 Contractor must inform well in advance to Engineer Incharge of the site prior to commencement of Work of every Suborder. After coordinating with Engineer In charge & on getting permission to work with all necessary safety and security measures, the Contractor shall have to commence the work on each site of each suborder.
- 41.3 Contractor must also ensure utmost security of the citizens near site of work. Reference in these respects shall also be made to the Conditions of Contract and safety provisions but in particular, such measures shall include the following:
- (a) Provision of proper safety and emergency regulations' fire, gas and electric shock precautions, stretchers, first-aid box and fire extinguisher together with rescue facilities generally for each place of working;
 - (b) Provision of efficient safety helmets for all personnel including the Engineer's Representative and each of his staff and any authorized visitors to site;
 - (c) Safe control of water including provision of ample standby generating and pumping plant;
 - (d) Provision and maintenance of safe, sound mechanical equipment, each item of plant having an up-to-date testing certificate;

- (e) Provision and maintenance of safe, sound, ropes, slings, pulleys and other lifting tackle, each appliance having an up-to-date testing certificate where appropriate;
- 41.4 Contractor shall provide and maintain at his own expenses all lights, guards, fencing and necessary watchmen when and where necessary or required by Owner/ Engineer for the protection of the works or for the safety and convenience of those employed on the works and the public. Contractor shall also provide at his cost traffic barricades, men for diverting and controlling traffic, necessary sign boards for diversion of traffic. In the event of failure on the part of Contractor, Owner man with or without notice to Contractor put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such work and procedures as may be adopted by Owner/ Engineer shall be borne by Contractor. Maintenance of adequate warning and general lighting at nights at place of work is essential.
- 41.5 Contractor shall provide all safety equipment like Helmets, shock proof Shoes, Gloves, safety jackets, Fire extinguishers and all necessary equipment's to all the personals involved in the SITC Work.
- 41.6 Liaison Work :
The Contractor shall be totally responsible for obtaining statutory approval from the electrical inspector or any other statutory authority for the entire installation carried out by him unless otherwise specified and agreed. Necessary test reports, drawings & documents shall be submitted by him to electrical inspector. This will be an integral part of the contract and shall not be paid for separately. The contractor shall liaison with local electric supply company for getting power supply and only necessary fees, if any, payable to supply company shall be borne by the Owner.

42.0 LIABILITY OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities of the contractor under Workmen's Compensation Act.

- (a) During the execution / Incomplete Work, if any accident occurs which may result in injury or Death of any person (Contractor's staff or any Citizen) on site, then the contractor must take all immediate necessary measures to minimise the issue.
- (b) At the same time Contractor must inform immediately to the MMC Authorities regarding the incidence.
- (c) Contractor shall be responsible for any Fatal / Non-Fatal incidence which may occur during execution of Work. In case of any death of any person/s, Contractor shall have to deal with all necessary legal proceedings, which may include Police Case, Court Case, Proceedings with Electricity Regulatory Authorities, Compensation as per the govt / Labour Laws / Workmen's

Compensation Act. to the families of the persons affected, etc which are necessary to subside the matter. MMC shall not be responsible for any such accidents / incidences.

- (d) On Completion of Work on every site and prior to leaving the Site, the Contractor has to ensure that the site is completely safe and secured, and see that no wires or cables are left open which might endanger the lives of people. Proper reinstatement Work should be done before completion of Work.
- (e) Contractor must be familiar & equipped with all Labour and other necessary Licenses which are mandatory for the Electrical Works, as fixed by Electrical Regulatory Authorities, and work accordingly in order to ensure the safety of people.

43.0 CLEARING SITE ON COMPLETION

- 43.1 On completion of the Works, the Contractor shall clear away and remove from the site all Constructional Plant, surplus materials, rubbish, Temporary Works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Engineer, failing which he will be penalized as per rules and regulations of the corporation.

44.0 Deleted

Signature of Tenderer:
Name :
Company's seal :
Date :

City Engineer (Morbi Municipal Corporation)
Morbi Municipal Corporation
Date :

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in bracket.
- 1.2 Deleted
- 1.3 During the SITC work OR after completion of SITC work, if it is required to replace / shifting of the Fixture / fittings / cable etc. due to unforeseen circumstances like accident, natural calamities, riots, monkey jumping or during demolition of encroachment/road widening work of MMC, the material will be provided by MMC after producing sufficient and satisfactory evidence and crediting of such materials by contractor and the contractor shall carry out the installation work an an extra cost.

2.0 DEFINITIONS:

- 2.1 The Purchaser or Client is Morbi Municipal Corporation (MMC)
- 2.2 Morbi Municipal Corporation (MMC) shall mean the Purchaser.
- 2.3 ‘Contractor / Supplier’ shall mean individual or firm or company undertaking the work and shall include their legal representative.
- 2.4 ‘Engineer’ shall mean the officer or representative of the Morbi Municipal Corporation (MMC) who may be authorized by Morbi Municipal Corporation (MMC) to carry out the work.
- 2.5 ‘The Engineer’s Representative’ shall mean any Engineer, Consulting Engineer, or Assistant to the Engineer appointed from time to time by the Engineer to perform the duties delegated.

3.0 Deleted

4.0 DELIVERY AND DOCUMENTS:

- 4.1 The Supplier shall mail the following documents to the Purchaser on or before claiming the Payment:
- (a) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
 - (b) Delivery note / railway receipt / truck receipt.
 - (c) Manufacturer’s / Supplier’s guarantee certificate.
 - (d) Inspection Certificate issued by the nominated inspection agency and the Supplier’s factory inspection report; and
 - (e) Certificate of origin.

5.0 PAYMENT:

5.1 Payment for Goods and Services shall be made in Indian Rupees as follows:

5.1.1 For DSITC:

- (a) **On Delivery:** 60% of the contract price shall be paid on receipt of satisfactory Goods and upon submission of the certificates and documents as described in Part III, Section IV Technical Specification.
- (b) **On Installation:** 30% of the contract price shall be paid on installation of the goods; and upon submission of the certificates and documents as described in Part III, Section IV Technical Specification.
- (c) **On Final Acceptance:** The remaining 10% of the contract price shall be paid to the Contractor after testing & commissioning and handing over the work and within thirty (30) days from the date of the Acceptance Certificate for the completion of job order given.
- (d) The time of completion of this work is an essence of contract. Work is to be completed as per the schedule given herewith.

SCHEDULE OF SUB ORDER WORK INITIATION FOR TIME LIMIT				
	Time for Site marking and material mobilization From Sub Order Date	Work completion	Penalty for each day after stipulated time	Remarks
All drawings and single line diagrams (SLDs) shall be submitted for approval within 10 days from the date of commencement of work, and the approval process shall be completed within the first month.	10 Days		If the tenderer fails to execute the work as per schedule given herewith from the date of work order as specified in the Contract, The penalty will be charged 2% per week of the total work order of the particular work.	If there is any objection during execution of 3D projection Mapping. Agency has to submit a letter about objection or site clearance. In such cases time limit for penalty will be considered from sub order initiation schedule only after getting site clearance.
Procurement of all required fixtures shall be completed within 20 Days following the approval of all drawings, counted from the date of commencement of work.	20 Days			
Supply, Installation, Testing, and Commissioning (SITC) of all fixtures, along with the trial run, shall be carried out and completed during the 30 Days from the date of commencement of work	30 Days			

NOTE: ERDA TESTING TIME DURATION WILL NOT BE CONSIDERED IN ABOVE TIME LIMIT.

5.2 Penalty: -

- (a) Penalty will be charged for not supplying nonperforming AV related fitting after getting first intimation. Within 30 days no penalty will be charged, after 30 days, for each week Rs. 3000/- per week will be penalised up to 8 weeks. After that MMC will procure AV related fixture and cost of that fixture and penalty charge will be deducted from the tenderer's security deposit.
- (b) If the Tenderer fails to execute the work as per schedule given herewith from the date of work order as specified in the Contract, the penalty will be charged 2% per week of the total work order of the particular work.
- (c) Also following penalties is to be levied as per the work not carried out as per tender: -

Signature of Tenderer:
Name :
Company's seal :
Date :

City Engineer (MMC)
Morbi Municipal Corporation
Date :

Part - II
Annexure - 1
TENDER FORM

Date :
Contract No. :

To,
City Engineer
Morbi Municipal Corporation
Dr. Ambedkar Bhavan, Gandhi Chowk,
Morbi - 363641

Gentlemen,

Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, Erect & commissioning of Multimedia Show system in conformity with the said Tender Documents for the sum of (_____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within _____ days and to complete delivery of all the items specified in the Contract within / /.

If our tender is accepted we will obtain the guarantee of a bank in a sum not exceeding _____ % of the contractor price for the due performance of the Contract.

We agree to abide by this tender for a period for _____ days from the date fixed for tender opening as per the instructions to Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 tender for and on behalf of (Name of Tenderer)

Annexure -2

TENDER SECURITY FORM

Whereas _____
(hereinafter called “the Tenderer”) has submitted its tender dated _____ for the supply of _____
(hereinafter called “the Tender”) _____
_____ know all _____ of _____
_____ having our registered office at _____
_____ (hereinafter called “the Bank”) are bound up to _____
_____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ .

The Conditions of this obligation are:

- 1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or**
- 2. If the Tenderer having been notified of the acceptance of its tender by the Purchaser, during the period of tender validity:**
 - (a) fails or refuses to execute the Contract Form, if required, or**
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderer.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Annexure - 3

CONTRACT FORM

This Agreement made the _____ day of _____, 20____ between (Name of Purchaser) of (Country of Purchaser) (hereinafter “the Purchaser”) of the one part and (Name of Supplier) of (City and Country of Supplier) hereinafter the “the Supplier” of the other part.

Whereas the Purchaser is desirous that certain Goods and ancillary Services should be provided by the Supplier, viz. (Brief Description of Goods and Services and has accepted a tender by the Supplier for the supply of those Goods and Services in the sum of (Contract Price in Words and Figures) hereinafter “the Contractor Price”).

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement viz.:
 - (a) The Tender form and the Price Schedule submitted by the Tenderer.
 - (b) The Schedule of Requirements.
 - (c) The Technical Specifications.
 - (d) The General Conditions of Contract.
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby will pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed
in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____

Annexure - 4

BANK GUARANTEE Of SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

In consideration of the Municipal Corporation of the city of Morbi (hereinafter to as the corporation) having agreed to exempt _____ (hereinafter referred to as “ the said Contract”) from the demand of earnest money in cash for the due fulfilment of the terms and conditions of the agreement made between the for _____ (hereinafter referred to us “the said agreement”) on production of Bank Guarantee for Rs.

_____ Rupees _____ only. We _____ Bank (hereinafter referred to as “Bank”) do hereby undertake to pay to the corporation as a amount not exceeding Rs. _____ Rupees _____ only on the demand from Corporation.

Any such demand on the bank shall be conclusive as regards as amount due and payable by the bank under this guarantee. However, liability of the bank under this agreement shall restricted to as amount not exceeding Rs. _____ Rupees _____ only.

We the bank further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the validity of the said bid and that it shall continue to e enforceable till all the dues of the Corporation under or virtue of the said agreement have been received by the bank from the Corporation. However unless the demand of claim under the guarantee is made to the bank in writing on or before the _____ (specify the dame) the bank shall be discharged from all liabilities under this guarantee. With the bank further with Corporation shall have fullest liberty, without the concert of the bank without effecting in any manner it obligations herein under to vary and of the terms and conditions of the said agreement or extend time for validity by the said bid from time to time or to postpone for any time for any time or from time to time any of the powers exercisable by the Corporation against the side Contractor and to forebear to enforced any of the terms and conditions relating to the said agreement and the bank shall not be relieved from liability by reason of any such variation, or extension granted to the contractor for any forbearance, at Contractor or by any such matter or thing whatsoever which the law relating to sureties would, but this provision, have the effect of so relieving the Bank.

We _____ the must undertake not to revoke the Guarantee during currency except with the previous concert of the Corporation in writing.

Dated the _____ day of _____ of 20 _____.

For _____ Bank.

Principal (Contractor)

Surety (Bank)

Contract No.

And date of Contract

Annexure - 5

STRUCTURE AND ORGANISATION OF FIRM

1. Name of Applicant
2. Nationality of Applicant
3. Office Address
Telegraphic Address
Telephone No.
Telex No.
Fax No.
E-mail Address
4. Year and location of establishment
5. The Applicant is
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corp.
(if a firm in partnership)
6. **Attach the organization chart showing the structure of the organization including the names of the Directors and position of officers.**
7. Number of years of experience
8. For how many years has your organization / firm been in business of similar work under its present name? What were your fields when your organization was established?
9. **Were you ever disqualified / considered ineligible for similar works?**
10. Whether any new fields were added to your organization? If, so, give details.
11. Were you ever required to suspend execution for period of more than six months continuously after you started? If so, give the name of project and reasons thereof.

12. Whether you ever left the work awarded to you incomplete?
(if so, give name of project and reasons for not completing work?)
13. In how many of your projects penalties were imposed for delays?
(Please give details)
14. In which field of electrical / mechanical engineering do you claim specialization and interest?
15. Give details of equipment's, if any.

Signature of Tenderer:

City Engineer (MMC)

Name :

Morbi Municipal Corporation

Company's seal :

Date :

Date :

Annexure - 6
FORM 'A'
INCOME-TAX CLEARANCE CERTIFICATE

- 1. Names and style (of the Company, Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-Tax and the addresses for the purpose of assessment:**
2. Names and addresses of all Companies, Firms or Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity.
3. The Income-Tax Circle/ Ward/ District in which the applicant is assessed to Income-Tax.
4. The following particulars are to be furnished concerning the Income-Tax Assessments for the preceding four years:
 - (a) The total contract amount received during the preceding four accounting years (give date of the closing day of the year being previous year).
 - (b) Year Total Income-Tax demanded, Tax paid, Balance due Tax assessed Note:
 - (i) Tax in Columns 3 and 4 should include all items viz. Income-Tax, Sales Tax, Surcharges, Excess Profit Tax and Port Tax, etc.
 - (ii) If any tax remains unpaid, the reasons should be explained in an attached statement.
 - (c) In case there has been no Income-Tax assessment in any year, whether returns have been submitted under section 22 (1) or 22 (2) or Tax has been paid in advance under Sections 18(A) (3) of the Act and if so, the amount of income returned for each year and tax for each of the four years mentioned above and the name of Income-tax Circle/Ward/District concerned where such returns have been paid. Give reasons why the income-tax is not assessed.
 - (d) Whether any attachment or certificate proceedings pending in respect of the arrears.
 - (e) The name and address of Branch(es), if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contractor

Registered

No. Address:

Date:

In my opinion, the assesses mentioned above has been doing everything possible to pay the tax demanded promptly and regularly and to facilitate the completion of the pending proceedings.

This will remain valid for one year from the date of issue.

Signature of the Income-Tax officer. / Circle / Ward

Annexure - 7

**DETAILS OF THE WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE TENDERER DURING LAST 7 YEARS
PERIOD**

Sr. No.	Name of Work	Place and Country	Tendered Cost	Date of start	Date of Completion		Principal Features
					Prescribed date of completion	Actual date of completion	

Note : Certificate of satisfactory completion of the work from the owner shall be given for each work.

Signature of the Tenderer with stamp

Name:

Company's seal:

Date:

Annexure - 8

DETAILS OF THE WORKS IN HAND AND WORKS TENDERED FOR AS ON THE DATE OF SUBMISSION OF THE TENDER.

Sr. No	Name of Work	Place and Country	WORKS IN HAND			WORKS TENDERED FOR				Main features of the work
			Tendered Cost	Cost of work remaining to be executed as on date	Anticipated Date of Completion	Tender Cost	Date when decision is expected	stipulated date period Completion	& of	

Signature of the Tenderer with stamp

Name:

Company's seal:

Date:

Annexure - 9

DETAILS OF TECHNICAL PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR THIS CONTRACT.

Sr. No.	Description of Category	Name	Qualification	Professional experience and details of works carried out	Since how long in service with tenderer	Remark

Note: The complete resume of each personnel with qualification and experience shall be furnished separately along with this schedule.

Signature of the Tenderer with stamp

Name:

Company's seal:

Date:

Annexure - 10

INFORMATION REGARDING FINANCIAL CAPACITY OF THE TENDERER.

Sr. No.	Details	Amount	Remarks
1	Solvency		The Tenderer should submit a Solvency Certificate from a Nationalised / Scheduled Bank of an amount of at least 20% amount of the Estimated Cost of the Tender, (i.e 20% of _____ Cr.). Bank Solvency should not be Older than One year period.
2	Annual turnover for last three years: a) Year 2021-22 b) Year 2022-23 c) Year 2023-24		Details of major contracts executed during these years shall be furnished.
3	Price of the biggest job carried out		Certificate from the owner in support of successful completion of work may be furnished.

Signature of the Tenderer with stamp

Name:

Company's seal:

Date:

Annexure - 11

**DETAILS OF THE EQUIPMENT IN POSSESSION OF THE CONTRACTOR AND THE EQUIPMENT
HE PROPOSES TO BRING TO THE SITE FOR THIS WORK**

Sr. No.	Type and Description of the Equipment & Capacity	Age and Approximate Value	Numbers the Tenderer has in possession	Numbers he proposes to bring on to site.

Tenderer hereby confirms that quantity and type of tools he will employ for execution

Signature of the Tenderer with stamp

Name:

Company's seal:

Date:

Annexure – 12

Self-Declaration of Not blacklisted

(On company letterhead)

To,
City Engineer
Morbi Municipal Corporation
Dr. Ambedkar Bhavan, Gandhi Chowk,
Morbi - 363641

Respected Sir,

This is to declare that the company _____ is not blacklisted from last 5 years by any central / state government department / public sector undertaking.

Name of Bidder:

Signature of the bidder with seal

Annexure - 13

Record of Arbitration & Litigation

(On Company Letterhead)

The Bidder shall record chronologically any disputes he has had with any of his previous Clients during the last 7 years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel & Fax	Nature of Dispute					
			Description	Arbitration Litigation	Period From-To	Amount Claimed (lakh Rs).	Result	In favour of Client / Contractor
No Record of Arbitration & Litigation from clients during last 7 years.								

Name:

Date:

Signature:

Designation:

Seal of Company

તો નીચે જણાવેલ બેંકોની શાખાઓની બેંક ગેરંટી સ્વીકારવામાં આવશે. નાણાંખાતા દ્વારા ઉપરોક્ત સંદર્ભમાં જણાવેલ પરિપત્રોની અન્ય તમામ શરતો યથાવત રહેશે.

ANNEXURE – I

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

❖ **All nationalized Banks**

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

1. Commercial Banks :-

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

-
20. South Indian Bank
 21. Tamilnadu Mercantile Bank
 22. Utkarsh Small Finance Bank

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

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

ચીફ એકાઉન્ટન્ટ

PART – III

SECTION – IV

Scope of work

Technical Specifications with Data Sheets

1. METHOD OF MEASUREMENT:

- **Scope:**

Measurement shall include all fixtures, accessories, installation materials, wiring, and associated works as per the approved drawings and specifications.

- **Units:**

Fixture:

Measured as the number of individual luminaires installed and commissioned, irrespective of type or wattage, unless specifically itemized.

Cabling:

Measured by the actual length (in meters) of cable laid and connected, along the final routed path as approved by the Engineer-in-Charge.

Conduits/Pipes:

Measured separately as per length used.

Installation:

Included with fixture or cable measurement, unless otherwise specified.

- **Inclusions:**

Measurement shall include:

- Supply, Transportation, Handling, and storage of all materials.
- Fabrication and installation of mounting brackets or supports.
- Electrical wiring, terminations, connections, and earthing.
- Testing, commissioning, and demonstration of the Multimedia system.
- Concealment of cables and making good the surface as required.

2.0 GENERAL REQUIREMENTS:

- The Multimedia Show system shall be designed, supplied, installed, tested, and commissioned to achieve a visually striking and durable enhancement of the

architectural and landscape features of the project site.

- Fixtures shall be robust, weatherproof, corrosion-resistant, and engineered to withstand site-specific environmental conditions including rain, dust, wind loads, and UV exposure, with a minimum ingress protection (IP) rating suitable for outdoor installations (IP65 or higher where applicable). The design shall ensure energy efficiency, high luminous efficacy, uniform light distribution, and long service life with minimal maintenance requirements.
- All mounting arrangements shall be structurally sound, securely fixed to the façade, or supporting structures, and adjustable to achieve precise aiming and optimum visual effect as per the approved lighting design. Electrical wiring shall be sized appropriately, laid neatly in conduits or underground through Double Walled Corrugated (DWC) pipes as specified, with all terminations, joints, and connections executed using approved methods to ensure safety and reliability.
- Proper earthing and lightning protection shall be provided for all metallic parts to comply with relevant electrical safety codes. The entire system shall include provision for static or dynamic control (e.g., DMX) where specified, with user-friendly interfaces for programming, scheduling, and adjustment of lighting effects. All works shall be carried out by skilled and experienced personnel, strictly following the manufacturer's installation guidelines, approved shop drawings, and instructions of the Engineer-in-Charge.
- The contractor shall conduct thorough testing and commissioning of Multimedia Show to demonstrate full functionality, desired lux levels, and compliance with design intent. On completion, the contractor shall submit as-built drawings, product datasheets, test reports, compliance certificates, operation manuals, and warranty documents, and shall hand over the fully operational system to the client in perfect working condition, free from any defects.

3.0 DRAWINGS AND DATA OF 3D Projection Mapping:

- i) As Built Drawings.
- ii) Mounting details cable entry facilities and weights.

4.0 SCOPE OF WORK FOR SITC & O&M WORK

A. SCOPE OF WORK FOR 3D PROJECTION MAPPING AT MANI MANDIR:

- Supply, installation, testing & commissioning and Three years comprehensive operation and maintenance of all new equipment (as per list of equipment provided and general arrangement shown in Vol- II) of reputed brands with advanced high efficiency essential for the 3D Projection Mapping with effective and enhanced formations and effects for 3 years from the date of successive

inauguration after issue of certificate of operational acceptance by MMC.

- The Bidders shall submit 'as built drawings' pertaining to the project to the MMC.

GENERAL SCOPE OF WORK:

The General Scope of Work of the Project for the Bidder includes the following major components:

- a) Research and conceptual development for implementing Digital Multimedia Technology through 3D Projection Mapping on the front façade of Mani Mandir, Morbi, Gujarat.
- b) Writing scripts, Dramatization of the scripts in first language, seeking approval from the appropriate authority and making necessary amendments as suggested, if any.
- c) To arrange the voices, to provide recording facility. To Use these for the show.
- d) To arrange music (original score), recording, mixing, remixing, etc.
- e) Any kind of special effects if required synchronized with the script/ content.

CONTENT AND ART PRODUCTION:

- a) Visualizing the content as per the concept perceived.
- b) Creating the content i/c videography/chroma shooting/ mapping etc. as per concept.
- c) Submission of necessary documents in form of hard/soft copies in High-Definition format of not less than 1080 x 1920 pixels.
- d) Duration of each of the two shows shall not be less than 30 min. in each language.
- e) The space available to be utilized to the maximum.
- f) Two copies of the cloning of the show in all the three languages shall be submitted after the commissioning and handing over of the show. The aforementioned copies are to be submitted in One-Terabyte Hard disk of Western Digital/Seagate make.

CONTROL ROOM FOR SHOW:

- a) Designing & Construction of the Control room complete with matching interior, Electrical works, lighting, ventilation & Air conditioning with minimum desired capacities, insulation, furniture etc. Control room should be leak proof and with insulation matting as per the relevant electricity rules.
- b) The Bidder shall also consider provision for design & construction site office for self, as well as MMC, storage of spares & standby equipment, storage with complete fire safety and a security fencing/compound wall around such structure.
- c) Designing Control Room complete with all safety arrangements by providing side railing, lighting etc.

MODIFICATION / ALERTIONS:

After the show is soft commissioned, the same will be reviewed by the Steering Committee, if the Steering Committee feels that audio visuals need to be modified for reasons like proper synchronization, clarity of speech, pronunciations etc., the same need to be incorporated without any extra cost before the show is finally commissioned and handed over to the MMC.

ESSENTIAL SERVICES:

The bidder shall provide the essential services like monitor speakers in the control room, Fire Fighting, CCTV for all the installed equipment, cable route markers, danger plates, Earthing etc.

POWER SUPPLY:

The permanent power supply required for the projects shall be arranged by the MMC, as per the design requirement given by the successful Bidder. The supply point shall be located in the Control Room/s of the project/s. However, the Bidder shall arrange the power connection required for construction/installation purposes at his own cost & risk. In case the successful bidder needs alternative power supply to cover the power failures it shall be arranged by the bidder at his own cost.

KEY TECHNICAL REQUIREMENT OF MULTIMEDIA SHOW:

- 1. Projection area should be 23 Mtr. x 3.28 Mtr.
- 2. Designed taking ration 16:9 accordingly. at least Laser DLP Laser Projector.. (25000 ANSI Lumens)

3. The audio sound needs to be at least 7.2 surrounding sound system as per the site requirement and sufficient to provide sound of international decibel level for outdoor show. All whether proof loudspeaker and sub-woofer to be use.
4. The bidder needs to run 2 (Two) shows every day without interruption or breakdown for a minimum of 300 days in a year.
5. Necessary fire safety equipment and other systems as per CFO requirement & statutory requirement will be provided in the audience area as well as in the control rooms and also in the show-grid area.
6. Bidder make separate control room for projector with all related electrical accessories.
7. Seating capacity for minimum 55-60 people
8. The Control Room should be as per the site condition; design should be approved from Department/Consultant.

SCOPE OF WORK:

1. To produce a show/spectacle of the international standard, the Applicant must offer a system whereby the component parts e.g. projectors, effects, video and sound are integrated into a seamless and continuous show / spectacle by a central show control system. This will also ensure simplicity of operation, ease of use and security of operation.
2. Design, supply, installation, commissioning, operation and maintenance of all new equipment of reputed brands with advanced high efficiency essential for the laser show with effective and enhanced formations and effects for 3 years inclusive of 12 months of Defect Liability Period from the date of successive commissioning after the trial run of one month and issue of certificate of operational acceptance by MMC.
3. The Applicant shall design finance and construct the viewer's gallery (seating capacity 55-60 pax) and the control room including the electrical equipment & general lighting for the entire show. Both the components shall be permanent structures, the designing of which shall be done, approved by professional Consultant/ structural engineer this design shall then be approved by MMC.
4. The Applicant shall submit 'as built drawings' pertaining to the show to the MMC.
5. The Applicant shall also submit to MMC the O&M manual and guarantee cards of all the equipment installed for the show.

6. The Applicant has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
7. The Applicant should provide details of the hardware/ equipment's to be provided in an elaborate manner (description, type and make, location already installed)
8. The Applicant should create the show according to following breakup.
9. The show should be created in such way that a show of 30-45 minutes can be run every day.
10. The Applicant shall operate shows during evening for a period of 30-45 minutes per each show as desired by MMC without interruption and breakdown of any reason. The number of shows shall be two per day as desired by MMC and on average the Applicant shall perform 600 shows per annum.
11. The shows shall be organized as per the instructions of MMC and also special shows on the occasions of the Government ceremonies if required.
12. The Applicant shall be responsible for the procurement of all the spare parts during the period of O & M and also defect liability period of 12 months including annual maintenance contract with the manufacturers, Routine and periodic maintenance of entire multimedia laser show etc. such as water filtration system, treatment system, water sump levels and cleaning, motors in the sump, inlet and outlet valves, procurement of fog liquid, minor and major repairs, etc. for efficient running of multimedia laser show system at specified intervals.
13. The Applicant shall be responsible for running of show and in case shows are not run during any day due to reasons attributable to the Applicant, the penal charges will be affected as per the special conditions of the contract.
14. The Applicant shall engage necessary manpower, trained personnel, supervisors for operation and maintenance periods and shall be promptly available at least 4 hours before the show every day.
15. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the multimedia laser show.
16. The Applicant shall cooperate to run the extra shows with prior intimation of two days' notice to be organized for special events for Govt. / any corporate promotions. The charges shall be paid extra on mutually agreed rates based on the show requirement.

17. The Applicant shall obtain relevant insurances suitable for the equipment and O & M as against any damage during the shows and also follow up action with insurance agencies making claims on behalf of MMC in case of damages, etc.
18. The Applicant shall include all consumables, tools and equipment's required during O & M operations.
19. The Applicant shall complete the O & M successfully for 3 years inclusive of 12 months of Defect Liability Period and shall handover all the equipment's installed in good working conditions to MMC for closure of the contract.
20. APPROVALS: The Successful Bidder shall submit all drawings, documents, applications through the committees and pursuing with concerned authorities for approval regarding script, layouts, Viewer's gallery, control room, electricity load, make etc. The concept offered by the bidders shall be with full consideration of the site conditions. The plan submitted by the successful Bidder for approval shall be forwarded through MMC and followed up with its Steering Committee. But the plans have to be modified wherever required as per the requirements of Steering Committee/concerned authorities. The Bidder shall be responsible for getting required approvals from the concerned authorities within a period of 15 (Fifteen) days from issuance of the Work Order by MMC.

DETAILED SCOPE OF WORK:

1. Time limit to complete the capital works including trial run shall be 180 (One Hundred and Eighty) Days as mentioned in work order.
2. Contractor is expected to provide a complete and end-to-end solution to create an ultra-modern and world class light and sound show at Mani Mandir, Morbi.
3. The work is comprehensive in nature and includes all kind of material and labor required to complete the work.
4. The Bidders has the liberty to conceive the project at their own ideas that shall match with the international standards. Bidders are advised to visit the site, get acquainted with working conditions and gather basic information to carry out the work effectively. No dispute on later stage shall be entertained.
5. Basic minimum requirement for this show is depicted elsewhere in tender documents. However, bidder / contractor is at independence to suggest and add more hardware from their side for healthy, effective and flow less performance of the system for contract span of 06 years. Please note that no extra payment shall be made for such addition other than quoted rate.

6. With use on curve screen 3-D mapping, the contractor shall have to create story and infotainment-based light and sound show. All the three shows shall be recorded in at least three different languages: Gujarati, Hindi and English.
7. Please note that the descriptive details of story, script and concept for each show shall be presented well in advance to Department/Consultant. Also, incidents / information presented in the story must be fact based and must have approved proofs for each. A committee constituted by Department/Consultant shall examine the facts and provide sanction to the contractor if found up to the mark. Production of the final show shall be carried out afterwards only. Decision and satisfaction of the committee and Department/Consultant shall be treated as final and will bind contractor.
8. If any discrepancy is found in the script / presentation or if not found up to satisfaction level, contractor shall have to make necessary changes to elevate the show up to the mark and satisfaction of the client. No extra payment shall be made for such activity.
9. If any classified information / dialogue / music with copyright is proposed or used, then contractor must have to take NOC from concern agency/person for its use in proposed show. No extra payment shall be made for this either. Moreover, any legal liability shall be of the contractor only.
10. Bidder has to execute concept, content, curate, calibration, 2D & 3D animation, SFX, specially composed soundtrack and multimedia technology etc. with 3D projection mapping depicting (Approved by client) principles with minimum duration of 30-45 minutes of the show.
11. The bidder / successful contractor may suggest innovative ideas regarding the proposed show and its acceptance and success among the citizens.
12. The electricity required to create and run this project shall be provided by the Department/Consultant. For installation/erection of electrical loads, electricity on tip of a cable shall be provided. Every other terminal installation (Fuse, MCB, Panel) etc. shall be the responsibility of the contractor.
13. Mani Mandir is a heritage structure. Therefore, the contractor must take utmost care for building structure and its surfaces. Contractor must have to take prior approval for any installation needed to be hang on building structure of the temple. If any damage occurred by the contractor while executing this work then the damage shall be completed on risk and cost of the contractor. Moreover, penalty-based action shall be taken.
14. Any necessary approval / NOC /Certificates required to commission and run this show shall be obtained by contractor only.

15. Department/Consultant may add wireless headphones system of multilingual language to aid spectators of language other than the language of the show. Offered system of L&SS shall be capable of supporting such a system.
16. Dedicated earthing stations shall be in scope of contractor.
17. Liaisoning with any government/semi-government department related to this work during entire contract period shall be responsibility of contractor.
18. Contractor shall be responsible to construct / fabricate / provide decorative and suitable to enclosures for each speaker and/or other components placed / hanged outside. This activity shall be completed under guidance and suggestions from principal architect of the project.
19. Equipment's/material used for this work shall be brand new, efficient and from approved vendors' list only. However, contractor has to take prior approval of the client / consultant for equipment's /material proposed for this work. Contractor shall have to submit detailed technical specifications/ information/ technical data sheet / brochures to Department/Consultant for approval.
20. Contractor may take relevant insurances suitable for the equipments / installations to be made made against damage / safety etc. Entire premium shall be paid by the contractor.
21. The erection work shall be carried out with best workmanship and relevant rules of each work. If any deficiency / poor workmanship is found by the client, contractor shall have to refurbish / re-erect the part or the entire work.
22. Construction of the control room shall be in scope of the contractor, and it is included as basic minimum requirement. Control room may be designed and fabricated as elevated MS structure. Utmost care shall be taken to define the inside space of the control room so as to accommodate all the equipment's with ease of access and operation. However, the size, layout, construction, fabrication shall be best in the class. Principal architect, client and consultant will approve the design / MOC / Layout and placement of the control room.
23. The prices filled in should be inclusive of all applicable duties, levies, loading, unloading, transportation, every type of labor & other unforeseen charges including all Except GST.
24. Contractor shall have to get acquainted with all the safety rules and strictly follow them for carrying out this work. MMC shall not be responsible for any kind of fatal / non-fatal accident(s) occur to any person associated with this work. All the legal and other liabilities under such a situation shall be of contractor only.

25. Contractor shall also have to follow fire safety rules and provide necessary equipment (Fire Extinguishers) at his own cost and for the safety of the installations.
26. Necessary barricading / scaffolding etc. required for this work shall be in scope of work of contractor.
27. The persons of the agency shall be covered by the Rules and Regulations of the Department to carry out the work, which may change from time to time and they should follow the instructions given by the nominated officers of the Department from time to time.
 - a. The agency shall abide by all the rules and regulations, codes and conducts of the employer's laid down by the Government from time to time.
 - b. In the case of damaged parts by any person or stolen or thefts of parts of structure, the agency is responsible for those parts and fully recovered from the agency. The agency shall within 24 hours of happening of such, intimate in writing to the Engineer-In-Charge in the event of such happening. After discussion with Engineer-In-Charge, the agency (The person who has signed the agreement) shall have to file F.I.R. for the above on behalf of Engineer-in-Charge to concerned police station with the representative of Engineer-In- Charge. The agency shall have to present at the time of hearing in the court for the theft case. For failure to file F.I.R. for the above work.
 - c. Check the indication lamps on all local panels.
 - d. Check the control panel connection/terminal joints.
 - e. Tightening of loose connections of cables in panels and attend to Overheating terminals
 - f. Routine checking of all electrical panel
 - g. No load operation of electrical panels for their satisfactory operation at the time of taking load.
 - h. Checking and re-fixing the loose wire with proper insulation at any place i.e, main dam, and all other place not envisage.
 - i. Check the all MCB on power line and ensure closing of panel board covers and to entry of dust and moist.

- j. Main control panel, sub distribution panel, local control panel, and connecting cable should be checked and repaired if necessary.
- k. Overhauling of control panel, replacement of defective components in the panel like contactors, relays, single phasing prevention, fuses, indicators, push button, switches, MCB any other items found defective.
- l. Check the overload relays and limit switches for proper functioning

B. ALL INCLUSIVE (COMPREHENSIVE) ANNUAL OPERATION AND MAINTENANCE OF 3D PROJECTION MAPPING: -

1. Operation and Maintenance contract shall be of total 3 (Three) Years [after successful and satisfactory commissioning and trial run.]
2. Operation and maintenance (here and after refer as O&M) contract is comprehensive in nature and includes skilled technicians and semi-skilled helper, material, security, safety, insurance etc.
3. No rates other than quoted shall be payable to contractor.
4. Contractor shall have to depute at least 02 personnel (01 Skilled technician + 01 Semiskilled technicians cum helper) for daily operation of the show as well as routine maintenance and repair.
5. Both the skilled technicians must have an experience in similar work field for at least 03 (Three) years in the field. They must have kudos knowledge in operating the installed system, dynamic lighting, operating consoles, dimmer racks, DMX controllers, music system etc.
6. Further, semi-skilled technician must have earned a degree of electrician / wireman from relevant and approved institute and should have an experience of at least 02 (two) years in the field. He must have a knowledge regarding HT/LT electrical system, electrical panels, control panels, dimmer racks, wiring, protection etc.
7. The contractor shall be responsible to adjust weekly off of each employee deputed. But under no circumstances, less than 03 operators shall be tolerated.
8. Contractor shall have to follow all the relevant rules of labor and other laws related to such type of work. Department/Consultant shall not at all be responsible for any breach of the law.
9. Providing training to operate the show to designate employees of Department/Consultant on regular intervals shall also be the part of the scope of work.

10. Contractor shall be responsible for security of the installation of this project. Under no circumstances, Department/Consultant be made responsible for any theft/damage occurred to the installations.
11. If required, contractor may take insurance for the installation of this project. However, all the premium payment and other liabilities shall be of contractor only.
12. This work is comprehensive in nature. That is why all the maintenance / repair / replacement shall be responsibility and liability of contractor.
13. Under any circumstances, the show must not be off-air for more than 07 (Seven) days in a row, else strict penalty/recovery-based actions shall be taken.
14. Any minor / major repair/replacement shall be completed as per schedule depicted elsewhere in tender documents. Else appropriate penalty as described under head "penalty criteria" shall be imposed on contractor.
15. Revenue earned from the show shall be property of Department/Consultant.
16. The contractor shall be responsible for providing the "service module" of any part / console / controller / projector if taken for repair outside of the campus of the fort. All the efforts should be put so that the show doesn't stay off air.
17. All the replaced parts must resemble and perform as original.
18. Bidder shall have to quote the rate of comprehensive operation and maintenance as per scope of work as per month basis. Subsequent calculations shall be made by Department/Consultant for entire period.
19. Agency has to care electricity cost for testing & commissioning for all the electricity requirement till the project is handed over to the client.
20. During the SITC Work, it will be in the scope and responsibility of the Contractor to re-instate the civil structure if any damage is done during execution.

Operation and Maintenance (O&M): Item wise Description

1. Laser Projection System:

- Daily inspection of laser modules for alignment, clarity, and output power.
- Cleaning of laser optics and housing to remove dust/moisture buildup.
- Firmware and software updates for laser control system.
- Calibration of laser scanning units to maintain show accuracy.

- Replacement of damaged diodes, lenses, or cooling fans as required.

2. Audio System (Speakers, Amplifier, Mixers):

- Testing sound clarity and volume levels across all zones.
- Checking and tightening all cable connections.
- Amplifier heat dissipation and fan cleaning.
- Replacement of damaged diaphragms, cables, or connectors.
- Firmware updates for digital mixers and processors.

3. Video Projection System (Projectors, Screens, Media Servers):

- Routine testing of control consoles, DMX controllers, and playback servers.
- Backup of show programming and configuration files.
- Checking UPS and power backup systems.
- Air-conditioning maintenance for equipment room.
- Ensuring all safety and security measures are functional.

4. Control Room Equipment

- Routine testing of control consoles, DMX controllers, and playback servers.
- Backup of show programming and configuration files.
- Checking UPS and power backup systems.
- Air-conditioning maintenance for equipment room.
- Ensuring all safety and security measures are functional.

5. Power & Electrical Distribution System

- Inspection of power panels, breakers, and RCDs.
- Tightening of all electrical connections.
- Load balancing to prevent overcurrent situations.
- Replacement of damaged cables or connectors.

6. Show Automation & Synchronization Systems

- Checking timecode synchronization between audio, video, and lighting.
- Testing trigger systems and backup control pathways.

- Software updates for automation controllers.
- Replacement of defective relay modules or sensors.

7. Safety Systems

- Inspection of laser safety interlocks and beam masking.
- Checking fire extinguishers and emergency shutdown systems.
- Staff training on emergency response procedures.

8. General O&M Activities

- Monthly preventive maintenance report submission.
- On-site technical staff presence during shows.
- Emergency breakdown response within agreed SLA.
- Spare parts inventory management.
- Annual performance audit and optimization.
 - On Successful Completion of Supply, Installation, testing & Commissioning work as per the Tender, it will be in the scope and responsibility of the Bidders to get the entire Installation and Commissioning Work verified and Certified by the PMC/ Consultant, and same has to be informed to MMC in Written.
 - Comprehensive O&M will start from the date of certification of Completion of SITC Work by Consultant/PMC.
 - The Successful Bidders shall be responsible for the procurement of all the necessary original spare parts for the entire Installation done by him during the entire period of O & M of 3 years, from the Original Equipment Manufacturers.
 - Bidders shall have to carry out routine preventive maintenance and repairing during the Comprehensive O&M period of 3 years.
 - The Bidders shall have to arrange and deploy necessary men power & trained personnel, with required qualification and experience as specified in the tender.
 - In the event of any Breakdown, the Bidders shall have to arrange for more necessary technical experts and other required staff in order to resume the System.
 - Any repairs are to be attended on top priority for effective show without any

compromise on the performance of the illumination.

- It is mandatory for the Bidders to prepare detailed Electrical Drawings of the Entire Installation indicating Cabling Work of Lighting Luminaires, DMX Controllers, Connectors, Decoders, encoders, Splitters etc.
- Penalty for O&M, after commissioning and on the commencement of the O&M work, if the Show remains in non-working condition for more than 24 hrs, then penalty Rs. 5000/- per day to up to maximum ceiling of Rs. 50,000/- per month will be applicable
- If after 3 years of O&M period completed MMC may be extent minimum 1 year (Only operation) then bidders have to ready to do the work as per the last year O&M payment condition.
- Operation and Maintenance: Before the Works are taken over Bidders shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the MMC to operate, maintain, adjust and repair all parts of the Works. The manuals and drawings shall be in the ruling language, and in such form and three numbers as stated in the Contract. Unless otherwise agreed, the Works shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to MMC.
- The manpower specified here with are to be deployed for routine normal days However, additional manpower required at site shall be provided for any major event/festivals/Gov. function/Carnival etc., as & when required by MMC at no additional cost.
- For breakdown repairing more require parsons are to be deployed at site.
- **Insurance:**
- "As per government regulations, all insurance policies must be duly completed and compliant with the stipulated guidelines to ensure legal validity and full coverage protection."

5.0 HANDING OVER / TAKING OVER:

After completion of works and tests specified above, the various installations of the project can be taken over by the contractor showing every as work man ship as per tender terms & condition to the employer on the site as and when these are ready in all respects.

6.0 LIST OF APPROVED VENDORS: -

SR.	ITEM	APPROVED MAKE
1	CABLES	GLOSTER / RR CABLE// KEI WIRE & CABLES/FINOLEX / POLYCAB / HAVELLS/AVOCAB/RAINBOW (RAINBOW)
2	FLEXIBLE WIRE/CABLE	GLOSTER / RR CABLE// KEI WIRE & CABLES/FINOLEX / POLYCAB / HAVELLS
3	CABLE SOCKET	HMI (ISI MARKED) / COMMET / DOWELL'S / ALCON
4	SMC JUNCTION BOX Size: (300 X 200 X 100 mm)	CLIPSAL / SINTEX / HANSEL / EPP / EVEREST / PUSHTRON (SUMIP) / S GREEN COMPOSITE / SHASHWAT/ ESCO / INDO
5	TIME SWITCH	L&T / INDO ASIAN / THEBEN / C & S / Asian
6	CONTACTORS	ABB / SIEMENS / CROMPTON / L & T/ C&S / SCHINDER
8	SMTPN	SOR (GoG, R&B Dept) CAT 6
9	DWC PIPE	R & B SOR APPROVED
10	PROJECTOR	BARCO, CHRISTIE, DP
11	AUDIO	BOSE, HARMAN, TW AUDIO

Signature of Tenderer:

Name:

Company's seal:

Date:

City Engineer (MMC)

Morbi Municipal Corporation

Date:

7.0 GENERAL AND SPECIAL CONDITION FOR BIDDER: -

Definitions

1. Applicable Law: the laws and any other instruments having the force of law in India and the State of Gujarat as applicable from time to time during the period of contract.
2. Contract: The Contract signed by the Parties to which the General Conditions (GC) are attached
3. Commencement Date: the date specified in the Special Conditions as the date for commencement of the Works.
4. Conditions: these Conditions of Contract, General and Special.
5. Contract Agreement: document recording the terms of the Contract between the Employer and the Bidders.

6. Contract Price: the sum stated in the Letter of Acceptance as payable to the Bidders for the execution of the works.
7. Bidders: the person whose Tender has been accepted by the Employer and the legal successors in the title to the Bidders but not (except with the consent of the Employer) any assignee of the Bidders.
8. Bidders' Equipment: all appliances or things of whatsoever nature required for the purposes of the works
9. Data Sheet: such part of the Instructions to Bidders(s) used to reflect specific country and assignment conditions.
10. Day: calendar day
11. "Effective Date" the date on which this Contract comes into force and effect.
12. "Foreign Currency" any currency other than the currency of the India's country.
13. "GC" General Conditions of Contract.
14. "Government" the Government of Gujarat, India.
15. "MMC" Morbi Municipal Corporation.
16. "Local Currency" the currency of the Indian country.
17. "Member" any of the entities that make up the joint venture/consortium/association, and "Members" all these entities.
18. "Party" means successful selected Bidders, as the case may be, and "Parties" both of them.
19. "Personnel" professional and support staff provided by the Bidders or by any Sub-Bidders and assigned to perform the works or any part thereof; "Foreign Personnel" such professional and support staff who at the time of being so provided had their domicile outside the beneficiary's country; "Local Personnel" such professionals and support staff who at the time of being so provided had their domicile inside the beneficiary's country; and "Key Personnel" the personnel referred to in above clause.
20. "SC" the Special Conditions of Contract by which the GC may be amended or supplemented.
21. Sub-bidders: any person or entity to whom/which the Bidders subcontracts any part of the works.
22. "Third Party" any person or entity other than the Government, the MMC, the Bidders or a Sub-Bidders.

23. "Total Project Cost" is equal to the total agreed fees payable to the Bidders for providing the works, pursuant to this contract.
24. "In writing" communicated in written form with proof of receipt.
25. "Defects Liability Certificate (3 year)" the certificate to be issued by the Employer/consultant to the Bidders in accordance with above clause.
26. "Defects Liability Period" 36 months following hand over, during which the Bidders is responsible for making good defects
27. "Employer" the client and the legal successors in title to the Employer and any assignee of the Employer.
28. "Letter of Acceptance" the formal acceptance by the selected agency of the Tender incorporating any adjustments or variations to the Tender agreed between the selected agency and Bidders.
29. "Performance Security" the security to be provided by the Bidders in accordance with for the due performance of the Contract.
30. "Plant" machinery, apparatus, materials and all things to be provided under the contract for incorporation in the works.
31. "Site" the place or places, provided or made available by the Employer where work is to be done by the Bidders or to which equipment is to be delivered, together with so much of the area surrounding the same as the Bidders shall with the consent of the Employer use in connection with the works otherwise than merely for the purposes of access.
32. "Sub bidders" any person (other than the Bidders) named in the Contract for any part of the works, or any person to whom any part of the Contract has been subcontracted with the consent of the Employer, and the Sub bidders' legal successors in title but not any assignee of the Sub bidders.
33. "Tender" or Proposal the Bidders' priced offer to the Employer for the execution of the works.
34. "Time of Completion" the time stated in the Special Conditions for completing the works from the Commencement Date unless extended in accordance with tender Clause
35. "Works" all plant to be provided and work to be done by the Bidders under the Contract.
36. Headings: The headings shall not limit, alter or affect the meaning of this contract.

37. Notices: Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address specified in the tender.
38. Authority of Member in Charge to be inform to MMC.
39. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the MMC, or the Bidders may be taken or executed by the officials specified in the Tender.
40. Taxes and duties
41. The Bidders, Sub-Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
42. Fraud and Corruption
43. Definitions: It is the MMC's policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the MMC. For the purpose of this provision, the terms set forth below as follows:
44. "Corrupt practice" the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Public Procurement process or in contract execution.
45. "Fraudulent practice" a misrepresentation or omission of facts in order to influence a Public Procurement process or the execution of a contract.
46. "Collusive practices" a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels.
47. "Coercive practices" harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
48. MMC will cancel and terminate the Contract if it determines that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of that Contract.

49. MMC will sanction the Bidders, including declaring the Bidders ineligible, either indefinitely or for a stated period of time, to be awarded an MMC- financed contract if it at any time determines that the Bidders has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an MMC-financed contract.
50. Performance Security: The successful Tenderer shall have to execute Contract Agreement with MMC (within 20 days from the date of receipt of work order) and pay security deposit worth 5% of the given order value in the form of Demand Draft / Pay Order / Bankers Cheque / Bank Guarantee, in favour of Municipal Commissioner, Morbi, Payable at Morbi. If the successful Tenderer wish to submit a Bank Guarantee, must submit it in the prescribed format as given in the tender, and this bank guarantee should have validity of minimum of 40 month from any bank as per mention in annexure -I.
51. Commencement, completion, modification and termination of contract Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the MMC’s notice to the Bidders instructing the Bidders to Supplying, Installing, Testing and Commissioning of project Illumination. This notice shall confirm that the effectiveness conditions, if any, listed in the Tech 3 have been met.
52. Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the tender, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
53. Commencement of Works: The Bidders shall begin undertaking the work as not later than the 20 days after signing of the contract.
54. Expiration of Contract: Unless terminated earlier pursuant to relevant clause mentioned in tender, this Contract shall expire at the end of such time period after the Effective Date as specified in the tender.
55. Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make,

and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

56. Modifications or Variations: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the MMC is required.
57. Force Majeure
58. For the purposes of this Contract, “Force Majeure” an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
59. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Bidders or such Sub-bidders or agents or employees, nor (ii) any event which a diligent Bidders could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its.
60. The failure of Bidders to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Bidders affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.
61. Measures to be taken
62. Bidders affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

63. Bidders affected by an event of Force Majeure shall notify the MMC of such event as soon as possible, and in any case not later than twenty-one (21) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
64. Any period within which Bidders shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Bidders was unable to perform such action as a result of Force Majeure.
65. During the period of their inability to perform the works as a result of an event of Force Majeure, the Bidders, upon instructions by the MMC, shall either: demobilize, in which case the Bidders shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MMC, in reactivating the works; or
66. Continue with the works to the extent possible, in which case the Bidders shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
67. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause
68. The MMC may, by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fails to perform any of its obligations under this Contract, including the carrying out of the scope of work, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.
69. Termination by the MMC: The MMC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs of this Clause. In such an occurrence the MMC shall give a not less than thirty (30) days' written notice of termination to the Bidders s, and sixty (60) days' in case of the event of Force Majeure
70. If the Bidders fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to relevant Clause in Tender, within thirty (30) days of receipt of such notice of suspension or within such further period as the MMC may have subsequently approved in writing.

71. If the Bidders becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
72. If the Bidders, in the judgment of the MMC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
73. If the Bidders submits to the MMC a false statement which has a material effect on the rights, obligations or interests of the MMC.
74. If, as the result of Force Majeure, the Bidders is unable to perform a material portion of the works for a period of not less than sixty (60) days.
75. **If the MMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. On the event of repeated failures of performance and Obligations as per Tender, MMC will issue 3 notices to the Agency, and thereafter MMC may terminate the entire Contract, with the effect of losses incurred by MMC. In such case, BID Security and Performance Security will be forfeited and Agency shall be blacklisted.**
76. Termination: By the Bidders
77. The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the MMC, such notice to be given after the occurrence of any of the events specified in paragraphs of this clause.
78. If the MMC fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute within thirty (30) days after receiving written notice from the Bidders that such payment is overdue.
79. If, as the result of Force Majeure, the Bidders is unable to perform a material portion of the works for a period of not less than sixty (60) days.
80. If the MMC fails to comply with any final decision reached as a result of arbitration.
81. If the MMC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the MMC of the Bidders' notice specifying such breach.
82. Cessation of Rights and Obligations: Upon termination of this Contract pursuant to relevant Clause in Tender, or upon expiration of this Contract hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations

as may have accrued on the date of termination or expiration,(ii) the obligation of confidentiality set forth in Clause hereof, (iii) the Bidders' obligation to permit inspection, copying and auditing of their accounts and records, and(iv) any right which a Bidders may have under the Applicable Law of the Government of Gujarat.

83. Cessation of Works: Upon termination of this Contract by notice of either Party to the other, the Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the MMC, the Bidders shall proceed as provided.
84. Payment upon Termination
85. Upon termination of this Contract pursuant to hereof, the MMC shall make the following payments to the Bidders:
86. Remuneration for works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and Except in the case of termination pursuant to paragraphs through hereof, reimbursement reasonable cost incidental to the prompt and termination of this Contract including the cost of the travel of the Personnel and their eligible dependents.
87. Standard of Performance
88. The Bidders shall undertake the Scope of Work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the works, as faithful adviser to the MMC, and shall at all times support and safeguard the MMC's legitimate interests in any dealings with bidders, Sub-bidders or Third Parties.
89. The Bidders shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, erect, test and commission the Plant and carry out the Works within the Time for Completion. The Bidders shall also provide all

necessary bidders' Equipment, superintendence, labour and, except as stated in Special Conditions, all necessary facilities, therefore.

90. Setting Out
91. The Bidders shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labour for such purposes.
92. If, at any time during the execution of the Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Bidders shall rectify the error. The Bidders shall bear the cost of rectifying the error.
93. Law Governing Works: The Bidders shall perform the works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-bidders, as well as the Personnel of the Bidders and any Sub- bidders, comply with the Applicable Law. The MMC shall notify the Bidders in writing of relevant local customs, and the Bidders shall, after such notification, respect such customs.
94. Conflict of Interests: The Bidders shall hold the MMC's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
95. The payment of the Bidders hereof shall constitute the Bidders' only payment in connection with this Contract and, the Bidders shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidders shall use its best efforts to ensure that any Sub-bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
96. Furthermore, if the Bidders, as part of the Scope of Work, has the responsibility of advising the MMC on the procurement of goods, works, the Bidders shall comply with the MMC's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the MMC. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the MMC.
97. Bidders and affiliates not to be otherwise interested in Project: The Bidders agrees that, during the term of this Contract and after its termination, the Bidders and any entity affiliated with the Bidders as well as any Sub- bidders and any entity affiliated

with such Sub-bidders, shall be disqualified from providing goods, works or services resulting from or directly related to the Bidders' works for the preparation or Installation, Commissioning of the Project.

98. Prohibition of conflicting activities: The Bidders shall not engage, and shall cause their Personnel as well as their Sub-bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
99. Confidentiality: Except with the prior written consent of the MMC, the Bidders and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the works, nor shall the Bidders and the Personnel make public the recommendations formulated in the course of, or as a result of, the works.
100. Liability of the Bidders: Subject to additional provisions, if any, set forth in the SC, the entire and collective liability of the selected Bidders arising out of, or relating to this agreement will be to the extent of the agreed final total Fee as quoted by the Bidders.
101. Insurance to be taken out by the Bidders: The Bidders (i) shall take out and maintain, and shall cause any Sub-bidders to take out and maintain, at their (or the Sub-bidders', as the case may be) own cost but on terms and conditions approved by the MMC, insurance against the risks, and for the coverage's specified in the TENDER, and (ii) at the MMC's request, shall provide evidence to the MMC showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
102. Bidders' Actions Requiring MMC's Prior Approval: The Bidders shall obtain the MMC's prior approval in writing before taking any of the following actions:
103. Any change or addition to the Personnel listed as key professionals under the Terms of Reference.
104. Subcontracts: MMC will not permit sub-contracting of any part of the assignment as per the Terms of Reference. In special circumstances that may require the Bidders to subcontract work to an extent and with such experts and entities, MMC may at its sole discretion consider such subcontracting. The Bidders shall have to obtain MMC's prior approval for such subcontracting. Notwithstanding such approval, the Bidders

shall retain full responsibility for the works. In the event that any Sub-bidders are found by the MMC to be incompetent or incapable in discharging assigned duties, the MMC may request the Bidders to provide a replacement, with qualifications and experience acceptable to the MMC, or to resume the performance of the works itself. Any other action that may be specified in the Tender.

105. Reporting obligations: The Bidders shall submit to the MMC the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Terms of Reference. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.
106. Documents prepared by the Bidders to be the property of the MMC: All the drawings, specifications and documents as instruments of assignment are the property of the MMC whether the project for which they are made are executed or not. The Bidders shall be deemed the author of these documents.
107. Equipment, vehicles and materials furnished by the MMC: Equipment and materials made available to the Bidders by the MMC, or purchased by the Bidders wholly or partly with funds provided by the MMC, shall be the property of the Morbi.
108. MC and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the MMC Can inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the MMC's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the MMC in writing, shall insure them at the expense of the MMC in an amount equal to their full replacement value.
109. Equipment and materials provided by the Bidders: Equipment or materials brought by the Bidders and the Personnel and used either for the Project or personal use shall remain the property of the Bidders or the Personnel concerned, as applicable.
110. Bidders Personnel and Sub bidders: The Bidders shall employ and provide such qualified and experienced Personnel and Sub-bidders as are required to carry out the works.
111. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Works of each of the

Bidders' Key Personnel are described in Terms of Reference. If any of the Key Personnel has already been approved by the MMC, his/her name is listed as well.

112. The Key Personnel and Sub-bidders listed by title as well as by name in Terms of Reference and the Technical Proposal made by the Bidders and accepted by MMC are hereby approved by the MMC. In respect of other Personnel which the Bidders proposes to use in the carrying out of the works, the Bidders shall submit to the MMC for review and approval a copy of their Curriculum Vitae (CVs). If the MMC does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the MMC.
113. Working hours, overtime, leave, etc.
114. The Bidders and his professional staff at the project site shall work as per the work schedule agreed with the MMC and shall provide their services on all days except weekends and public holidays.
115. The Key Personnel shall not be entitled to be paid for overtime and the Bidders' remuneration shall be deemed to cover these items. All statutory leave provided to bidders' personnel shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Works.
116. Removal and/or Replacement of Personnel
117. Except as the MMC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidders shall provide as a replacement of a person of equivalent or better qualifications.
118. If the MMC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the MMC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the MMC. Any of the Personnel provided as a replacement as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Bidders may wish to claim as a result of such replacement, shall be subject to the prior written

approval by the MMC. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the MMC may otherwise agree, (i) the Bidders shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

119. Resident Project Manager: The Bidders shall ensure that at all times during the Bidders 's performance of the Works for the assignment under this Contract, a resident project manager, who has been identified as the Project Manager as per the Terms of Reference, acceptable to the MMC, shall take charge of the performance of such Works.
120. Obligation of the MMC
121. Assistance and exemptions: MMC shall assist the Bidders and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for undertaking the Scope of Work as per the Terms of the Reference.
122. Access to Site: The MMC warrants that the Bidders shall have, free of charge unimpeded access to all land at the Project site in respect of which access is required for the performance of the Works. The MMC will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidders and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidders or any Sub-bidders or the Personnel of either of them.
123. Change in the Applicable Law related to taxes and duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidders in performing the Works, then the remuneration and reimbursable expenses otherwise payable to the Bidders under this Contract shall be increased or decreased accordingly by agreement

between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts.

124. Services, facilities and property of the MMC.
125. The MMC shall make available to the Bidders and the Personnel, for the purposes of the works and free of any charge, the services, facilities and property described in the Terms of Reference and the Data Sheet.
126. In case that such services, facilities and property shall not be made available to the Bidders as and when specified in Terms of Reference and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidders for the performance of the Works, (ii) the manner in which the Bidders shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidders.
127. Payment: In consideration of the Works performed by the Bidders under this Contract, the MMC shall make to the Bidders such payments and in such manner as is provided by this Contract.
128. Counterpart Personnel
129. The MMC shall make available to the Bidders free of charge such professional and support counterpart personnel, to be nominated by the MMC with the bidder's advice, if specified in Terms of Reference and the Data Sheet.
130. If counterpart personnel are not provided by the MMC to the Bidders as and when specified in Terms of Reference and the Data Sheet, the MMC and the Bidders shall agree on (i) how the affected part of the Works shall be carried out, and (ii) the additional payments, if any, to be made by the MMC to the Bidders as a result thereof.
131. Professional and support counterpart personnel, excluding MMC's liaison personnel, shall work under the exclusive direction of the Bidders. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidders that is consistent with the position occupied by such member, the Bidders may request the replacement of such member, and the MMC shall not unreasonably refuse to act upon such request.
132. Payment to the Bidders
133. Cost estimates; Ceiling amount

134. The Bidders shall be paid a total fee as quoted under the Financial Proposal and accepted by the MMC. Such payment will be only in Indian Rupees. The total price will be for the entire scope of Works to be provided by the Bidders as per Terms of Reference.
135. Except as may be otherwise agreed, payments under this Contract shall not exceed the total price quoted by the Bidders and accepted by the MMC.
136. If the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Bidders in order to cover any necessary additional expenditures not envisaged as per the Terms of Reference and the Data Sheet and the lump sum price above, the ceiling or ceilings, as the case may be, shall be increased by the amount or amounts, as the case may be, of any such additional payments. Such increase shall be agreed mutually.
137. Currency of Payment: All payments will be made in Indian Rupees
138. Billing and Payment.
139. Within the number of days after the Effective Date specified in the tender, the MMC shall cause to be paid to the Bidders advance payments in Indian currency as specified in the tender. When the tender indicates advance payment, this will be due after provision by the Bidders to the MMC of an advance payment guarantee acceptable to the MMC in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the completion of work at each of the sites, and (ii) to be in the form as may be prescribed by the MMC.
140. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Works, or after the end of each time intervals otherwise indicated in the Tender, the Bidders shall submit to the MMC, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable for such month, or any other period indicated in the Tender.
141. The MMC shall pay the bidder's statements within thirty (30) days after the receipt by the MMC of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidders, the MMC may add or subtract the difference from any

subsequent payments. Interest at the annual rate of State Bank of India Prime Lending Rate shall become payable by MMC as from the above due date on any amount due by, but not paid on, such due date.

142. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the MMC. The Works shall be deemed completed and finally accepted by the MMC and the final report and final statement shall be deemed approved by the MMC as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the MMC unless the MMC, within such ninety (90) day period, gives written notice to the Bidders specifying in detail deficiencies in the Works, the final report or final statement. The Bidders shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the MMC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidders to the MMC within thirty (30) days after receipt by the Bidders of notice thereof. Any such claim by the MMC for reimbursement must be made within twelve (12) calendar months after receipt by the MMC of a final reports and a final statement approved by the MMC in accordance with the above.
143. All payments under this Contract shall be made to the accounts of the Bidders specified in the Tender. With the exception of the final payment, payments do not constitute acceptance of the Works nor relieve the Bidders of any obligations hereunder.
144. Fairness and Good Faith
145. Good faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
146. Operation of the Contract : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating

unfairly, they will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

147. Settlement of Disputes

148. Amicable Settlement: If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days of receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, below clause shall apply.

149. Dispute Resolution: Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably may be submitted by either Party for settlement in accordance with Morbi jurisdiction.

150. Extension of Time for Completion: The Bidders may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

151. Extra or additional work ordered. The failure of the MMC to full fill any of his obligations under the Contract, Delay by any other bidders engaged by the MMC, Force Majeure. The Bidders shall not be entitled to claim any extra cost if extension of time is given beyond the above reasons.

152. Delay in Completion: If the Bidders fails to complete the Works within the time for completion by the bidders, the liquidated damages shall be affected

153. As detailed in special conditions. The MMC shall within a reasonable time give the Bidders notice of his intentions for effecting the liquidated damages.

154. Taking Over: The Works shall be taken over by the MMC when they have been completed in accordance with the Contract and Taking-Over Certificate/ operational acceptance of facilities has been issued or deemed to have been issued.

155. Taking-Over Certificate: The Bidders may apply by notice to the MMC of Taking Over Certificate/ Operational acceptance of facilities not earlier than 14 days before the Works will in the bidder's opinion be complete and ready for taking over. The MMC shall within 28 days after the receipt of the bidder's application either: issue the Taking-Over Certificate/ Operational acceptance of facilities to the Bidders stating the

date on which the Works were complete and ready for taking over, or Reject the application giving his reasons and specifying the work required to be done by the Bidders to enable the Taking-Over Certificate to be issued. If the MMC fails either to issue the Taking-Over Certificate / Operational acceptance of facilities or to reject the bidder's application within the period of 28 days MMC shall be deemed to have issued the Taking-Over Certificate / Operational acceptance of facilities on the last day of that period.

- 156. Defects after Taking Over
- 157. Defects Liability Period: Where any part of the Works is taken over separately from the Works the Defects Liability Period for that part shall commence on the date it was taken over.
- 158. Making Good: The Bidders shall be responsible for making good any defect in Defects or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either any defective materials, workmanship or design, or any act or omission of the Bidders during the Defects Liability Period.
- 159. The Bidders shall make good the defect or damage as soon as practicable and at his own cost.
- 160. Notice of Defects: If any such defect appears or damage occurs, MMC shall forthwith notify the Contract thereof.

City Engineer (MMC)
Morbi Municipal Corporation