



Madurai Corporation

CGF 2021 - 22

Package - 19

Tender Document

MADURAI CITY MUNICIPAL CORPORATION

**MADURAI
TENDER DOCUMENT**

TECHNICAL BID

REF. NO.	:	E2 / Est. No. 670 / 21-22 (Package -19)
NAME OF THE WORK	:	Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.
TENDER PUT VALUE (IN LAKHS)	:	Rs.98.51
E.M.D.AMOUNT	:	Rs.98,510/-
NO OF COVERS	:	TWO COVER SYSTEM
PERIOD OF DOWN LOADING OF BID DOCUMENT	:	24.03.2022 to 07.04.2022 UPTO 15:00 HRS
LAST DATE AND TIME FOR RECEIPT OF BID	:	07.04.2022 TIME : 15.00 HRS
TIME AND DATE OF OPENING OF BIDS	:	07.04.2022 TIME : 15.30 HRS
PLACE OF OPENING OF BIDS	:	Aringar Anna Maligai Madurai City Municipal Corporation Madurai -2.
OFFICER INVITING BIDS	:	Commissioner Madurai City Municipal Corporation, AringarAnnaMaligai Tallakulam, Madurai -2.

Madurai City Municipal Corporation

“Capital Grant Fund – 21-22”

Tender Notice

Name of work :

Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.

No. of Cover : Two cover system

1. The bid documents will be available from **24.03.2022 to 07.04.2022, 3.00PM** The bid document can be downloaded from the website, <http://www.tenders.tn.gov.in>, free of cost.
2. Amount of Earnest Money Deposit will be 1% of the value put to tender for a **Rs.98,510/-** (Original EMD copy must be submitted to the office, while submitting the tender otherwise the submitted bids will considered as non-response)
3. **Period of contract is 6 months.**
4. Any additional / further details and conditions related to these works can be had from the office of the respective Commissioners of Corporations and Commissioners/s of Municipalities
5. Important dates :
 - a. **Last Date and time for submission of bid document: 07.04.2022 at 3.00PM**
 - b. **Date and time of opening of the Technical Bid Document: 07.04.2022 at 3.30PM**
7. **In the event of specified date for submission of bids is declared a holiday, bids will be received and opened on the next working day at the same time and venue.**
8. Other details can be seen in the bid documents.
9. Bidders must sign and submit the qualification criteria table (Annexure 1.1) while submitting tender otherwise the bids submitted will be considered as non response and if the document submitted by the bidder found to be fake legal action will be initiated without any further enquiry.

ANNEXURE 1.1

15th CFC 2021-22 QUALIFICATION CRITERIA TABLE

Sl. No.	Qualification criteria	Evidence/Proof of the document with page no	Bidders Reply whether submitted qualification criteria with Page no
			Yes / No
1.	Earnest Money Deposit Whether Earnest Money Deposit at 1% of the contract value of work put to tender in the form of Banker's cheque, Demand Draft enclosed? (EMD in any other form will not be accepted)		
2.	Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the Bidder		
3.	The Bidder should be at least a CLASS I for contractor for value above Rs.75.00Lakhs and above Rs.30Lakhs and upto Rs.75Lakhs CLASS II currently registered with any State Government Department / Board / Government Undertaking. If the successful bidder is not a registered contractor / firm in Madurai City Municipal Corporation, he/they shall get himself / them-self registered as contractor in appropriate CLASS in Madurai City Municipal Corporation before concluding agreement.		
4.	Whether copy of Certificate of registration as Class I and II contractor and above, with proof for its currency enclosed?		
5.	Whether Proof for being in the Civil Engineering construction field at-least for the past Five year in the field of road construction (2016-17 to 2020-21) enclosed?. (Bidder should submit the audited balance sheet for the last five years. and proof for the works executed in the last 5 years)		

Sl. No.	Qualification criteria	Evidence/Proof of the document with page no	Bidders Reply whether submitted qualification criteria with Page no
			Yes / No
6.	Whether Proof for having an annual minimum financial turnover of not less than 75% of the value put to tender in a financial year in the preceding "Five" (2016-17 TO 2020-21) enclosed?		
7.	Whether proof for having satisfactorily completed BT Road Work(s) of not less than 50% of the value put to tender under a "single agreement" in any one of the preceding "Five" (2016-17 TO 2020-21) for Government Department/ Board / Government Undertaking enclosed?		
8.	Value of work on hand for a period of Six months		
9.	Whether the proof/details of availability of Contractor's Major Equipment's proposed for carrying out the works enclosed? [The contractor for BT road works Should own Paver Machine and Centralized mixing plant, with Pneumatic roller and 4no of Tipper lorry & bitumen boiler etc lease agreement as prescribed in tender document enclosed]		
10.	Whether the latest TIN return enclosed?		
11.	All copy of certificates in support of the above should be attested by Notary Public Officers.		

Sl. No.	Qualification criteria	Evidence/Proof of the document with page no	Bidders Reply whether submitted qualification criteria with Page no
			Yes / No
12.	<p>Each bidder should further demonstrate:</p> <p>The tenderers shall have the following minimum construction equipments Tools and Plants exclusively available for this work– (50% own and balance 50% under lease with the applicant). It may also be noted that the tools and plants manufacturing year should preferably be within 7 years and in good conditions. The condition of vehicle should be certified by the chartered accountant. This details should be furnished in Annexure “C” of the bid document</p>		
	Name of the Equipment		
	For B.T Roads		
a	Central Mixing Plant - 1No		
b	Paver Machine - 1No		
c	Tipper Lorry - 4Nos		
d	Pneumatic roller - 1No		
e	Vibratory Roller - 1No		
f	Static Roller - 1No		
g	Vehicle Mounted Mechanical Sprayer -1No		
h	Water Lorry - 2Nos		
	Embankment		
a	Excavator - 1No		
b	Loader -1No		
c	Water Lorry - 1No		
d	Roller 8 -10 Tonne -1No		

Sl. No.	Qualification criteria	Evidence/Proof of the document with page no	Bidders Reply whether submitted qualification criteria with Page no
			Yes / No
13.	<p>Bid Capacity Criteria: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the value put to Tender. The available bid capacity will be assessed at the time of Technical evaluation of Bids itself with reference to value put to Tender. In case of the Bidders who do not satisfy the requirement of the Bid Capacity, their bids will be treated as non-responsive and their price bids will not be opened.</p> <p>Assessed Available Bid capacity = $(A*N*1.5 - B)$</p> <p>where</p> <p>A = Maximum value of engineering works executed in any one year during the last five years (updated to 2021-2022 price level at 6% per annum) taking into account the completed as well as works in progress.</p> <p>N = Number of years prescribed for completion of the works for which bids are invited=6 Months.</p> <p>B = Value at 2021-2022 price level at 6% per annum, of existing commitments and on-going works to be completed during the next 36 months.</p>		

Bidders must sign and submit the qualification criteria table (Annexure1.1) while submitting tender otherwise the bids submitted will be considered as non response and if the document submitted by the bidder found to be fake legal action will be initiated without any further enquiry.

Date

Signature of bidder with Seal:

INVITATION FOR BID (IFB)

SECTION -1
INSTRUCTIONS TO BIDDERS (ITB)

SECTION -1
INSTRUCTIONS TO BIDDERS (ITB)
Table of Clauses

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3	Eligible bidders		24	Price Bid Opening
4	Qualification of the bidder		25	Process to be confidential
5	Cost of Bidding		26	Clarification of bids
6	Site Visit		27	Correction of errors
			28	Evaluation and comparison of bids
			F. Award of Contract	
B. Bid Documents			29	Award Criteria
7	Content of Bid Documents		30	Employers right to accept any Bid and to Reject any or all Bids
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11	Documents Comprising the Bid			
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21	Withdrawal / Modification of Bids			

A. General

1. Scope of Bid

1.1 The Commissioner, Madurai City Municipal Corporation (referred to as Employer in these documents) invites bids for the works (as defined in these documents and referred to as "the works") detailed in the table given in IFB.

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Clause 13 of Section 2.

2. Name of work

Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.

3. Eligible Bidders

3.1 All bidders shall furnish their qualification details as in Annexure table 1.1 based on which eligibility will be decided.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

4. Qualification of the Bidders

4.1. A.

1. The Bidder should be at least a CLASS I contractor, currently registered with any State Government **Department/Board/Government Undertaking**.
2. The Applicants should have been in the Civil Engineering Construction field at-least for the past Five years .in the field of road construction (2016-17 to 2020-21). He should submit the audited balance sheet for last five years and proof for the works executed in the last 5 years.
3. Should have an annual minimum financial turnover of not less than 75% of the value put to tender in a financial year in the preceding "Five" years (2016-17 to 2020-21).
4. Satisfactorily completed BT (or) BT and Paver block road work(s) of not less than 50% of the value put to tender under a "**single agreement**" in any one of the preceding 'three" years (2016-17 to 2020-21)for Government Department/ Board/ Government Undertaking.

B) All copy of certificates in support of the above should be attested by Notary Public Officers not below the rank of Executive Engineer

C) Each bidder should further demonstrate:

The tenderers shall have the following minimum construction equipments Tools and Plants exclusively available for this work– (50% own and balance 50% under lease with the applicant). It may also be noted that the tools and plants manufacturing year should preferably be within 7 years and in good conditions. The condition of vehicle should be certified by the chartered accountant. This detail should be furnished in Annexure "C" of the bid document.

Sl. No	Name of the Equipment	Quantity
	For B.T Roads	
1	Central Mixing Plant	1 No.
2	Paver Machine	1 No.
3	Tipper Lorry	4 Nos.
4	Pneumatic roller	
5	Vibratory Roller	1 No.
6	Static Roller	1 No.
7	Vehicle Mounted Mechanical Sprayer	1 No.
8	Water Lorry	2 Nos.
	Embankment	
1	Excavator	1 No.
2	Loader	1 No.
3	Water Lorry	1 No.
4	Roller 8 -10 Tonne	1 No.

Necessary Certificate should be obtained from the Assistant Executive Engineer concerned regarding working conditions of tools and plants as stated in the Special conditions for Plant and Machineries.

D) Evidence to be produced:

- OWNERSHIP of the Paver machine or its LEASE from a lawful owner for use at any time during the period of contract is a must. If the bidder owns a Paver machine, he should furnish a copy of the RC book of the Paver machine, duly attested by a Notary Public, as proof of title. If the bidder is leasing in a Paver machine, he should furnish (i) a copy of the RC book of the lessor's Paver machine, duly attested by a Notary Public, as proof of title of the lessor and (ii) the original of an agreement with the lessor with 2 independent witnesses and duly attested by a Notary Public on Rs. 20/- value non judicial stamp paper allowing the use of the Paver machine at any time during the period of contract. Non production of any of these documents shall result in summary rejection of the bid.
- The bidder should either furnish proof of ownership of a hot mix plant or a letter from a Hot mix plant operator for showing a firm tie-up arrangement for the supply of Hot mix required for the contract. The Hot mix shall be delivered at the work site at 120° c
- Sworn in Affidavit and Chartered Accountant's Certificate stating the details of equipments, tools and plants available with the applicant with make, year of purchase, capacity, present working condition of the equipment etc.,

If the Tool sand plants are proposed to be taken on lease or already on lease with the applicant, the source, from which the Tools and plants have been taken on lease or proposed to be taken on lease with proof, should be furnished

4.2 Even though the bidders meet the qualifying criteria, they will be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

5 Cost of Bidding

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

6 Site visit

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

B. Bid Documents

5. Content of Bid Documents

- 6.1** The set of bid documents comprises of the documents listed in the table below and addenda issued in accordance with Clause (if any)

Invitation for Bids

Section	1	Instruction to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Bill of Quantities

7. Clarification on Bid Documents

- 7.1** A prospective bidder requiring any clarification of the bidding documents may notify Commissioner in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Commissioner will respond to any request for clarification which he received earlier than 48 hours prior to the opening of the tender.

- 7.2** Deleted

8. Amendment to Bid Documents

- 8.1** At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents. All such changes will also uploaded in the relevant websites.
- 8.2** Any addendum/ corrigendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 8.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

PREPARATION AND SUBMISSION OF BIDS

Sealing and Marking of Bids

The intending bidder should submit tender in two cover system. The cover containing EMD, qualification and information etc., shall be super scribed as “Technical Bid”. Another cover containing the duly filled in tender schedule shall be super scribed as “Price Bid”. Both these covers shall be put in a single big envelope and shall be submitted.

The Cover super scribed as “Technical Bid” will be opened first. The Price Bid cover will be opened only if the document required in the Technical Bid cover viz., EMD, work experience etc., are found in order as per the tender conditions. If Technical Bid is not submitted with these particulars, the Price Bid cover will not be opened and the tender will be rejected and returned to the bidder “un opened”.

The inner and outer envelopes shall

- (a) be addressed to the Employer at the following address:

The Commissioner,
Madurai Corporation
Aringar Anna Maligai, Tallakulam,
Madurai-625002.

- (b) Bear the following identification: **E2 / Est. No. 670 / 21-22 (Package -19)**

Name of Work: Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24

1. Language of the Bid
 - 1.1 All documents relating to the bid shall be in the English language.
- 2 Documents comprising the Bid along with EMD
 - 2.1 The bid submitted by the bidder shall comprise the following:

First Cover – Technical Bid

- (a) Bid Security/EMD
- (b) Technical Documents
- (c) Qualification Information Form and Documents;

Second Cover – Financial Bid

Priced Bill of quantities

3. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
4. Bid Validity

4.1 Bids shall remain valid for a period not less than (90 days) Ninety days.

For any clarification contact:-

The Commissioner,
Madurai Corporation
Aringar Anna Maligai, Madurai
e-mail Address : commr.madurai@tn.gov.in
Contact No: 0452-2532412

Each envelope shall carry the name and address of the Bidder prominently.

5. The "Technical Bid Envelope" shall NOT contain the following:

Schedule of Prices of the Bid Document constituting the Lump Sum Bid Price.

Any indication either direct or indirect or implicit or explicit or implied regarding the Bid Price or its break up details or any other related price indication etc. shall be a cause for outright disqualification of the entire Bid.

6. The "Price Bid Envelope" shall contain the following in the sequence indicated below. This shall be submitted as two copies – 1 original and 1 copy.

Covering letter

The Bid Price for the work with each page signed, dated and stamped with the seal of the Firm.

Apart from the Schedule of Prices and Annexure duly filled in, Bidders shall not enclose any other documents or statements that influence the price except discount/rebate letter. In such an event the Board shall summarily disqualify the Bidder and reject the Bid.

7 Bids must be received by the Employer at the address specified above not later than 3.00 PM on **07.04.22**. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

8. Late Bids

Any Bid submitted in person after date **07.04.22** 3.00 PM. on the due date will not be accepted. Similarly, any bid received by post after 3.00 PM. on the due date will not be accepted and will be returned unopened to the bidder. Hence, the bidders are requested to submit their bid well in advance i.e., before 3.00 PM. as per the Server Clock on the dead line / extended deadline date and time of bid submission.

9. Bid Prices

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

9.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities / "A" Schedule along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates

and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

9.3 The rates quoted by the Contractor shall be basic rates Only the applicable state and central taxes will be followed appropriate.

9.4 Price Adjustment Clause as per the relevant provisions of G.O. 227, MAWS, Dt. 23.11.2009 is applicable for the tenders of value of Rs.1 cr and above, even if the contract period is for less than 1 year. This GO will be applicable for all Contracts of value of Rs.1 crore and above

10. Currencies of Bid and Payment

10.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

11. Bid Validity

11.1 Bids shall remain valid for a period not less than **90 Days** after the deadline date for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected as non-responsive.

11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders to extend the period of validity for a specified additional period. The bidder shall consider the same for a period not exceeding addition **thirty days**.

11.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

12. Earnest Money Deposit

12.1 The Bidder shall furnish, as part of his Bid, Earnest Money Deposit at 1% of the contract value of work put to tender in the form of Demand Draft Drawn in favour of Commissioner, Madurai City Municipal Corporation payable at Madurai EMD remitted in any other form will not be accepted. The Bidders must submit the Original EMD Copy to the Office before the due date and time Otherwise the bid submitted will be considered as non response.

12.2 Any bid not accompanied by an acceptable EMD and not secured as indicated in Sub-Clauses 15.1 above shall be rejected by the Employer as non-responsive.

12.3 The EMD of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 14.1.

12.4 The EMD may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to enter into an agreement.

13. No Alternative Proposals by Bidders

13.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. No alternatives will be considered.

14. Format and Signing of Bid

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

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

14.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

14.4 Deleted.

15. Withdrawal / Modification of Bids

15.1 Bidders may modify their bids by giving notice in writing before the deadline prescribed in Clause 19.

15.2 No Bidder's shall be allowed to withdrawn after submission.

15.3 No bid may be modified after the deadline for submission of bids.

15.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 15.

15.5 Bidders may offer discount to or modify the prices of the bids by submitting the bid modifications in accordance with this clause, or include in the original bid submission.

E. Bid Opening and Evaluation

16. Bid Opening

16.1 The **Tender Inviting Authority** will open all the Bids received (except those received late), including modifications made pursuant to Clause 21, in the presence of the Bidders or their representatives who choose to attend at **15.30. hours 07.04.2022** at Madurai City Municipal Corporation office. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

16.2 Envelopes marked "**WITHDRAWAL/ MODIFICATION**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.

16.3 The Bidders' names, the Bid withdrawals/ Modifications, the presence or absence of Bid security, and such other details as the **Tender Inviting Authority** may consider appropriate, will be announced by the **Tender Inviting Authority** at the opening. Bids sent pursuant to Clause 21 that are not opened and read out at bid opening will not be considered for further

evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to bidders.

- 16.4** The **Tender Inviting Authority** shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.3.

17. Examination of Technical Bids and Determination of Responsiveness

- 17.1** Prior to the detailed evaluation of Technical Bids, the Tender Scrutiny Committee will determine whether each Bid (a) meets the eligibility criteria defined in Clause 22; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bid documents.

- 17.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- 17.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

18. Price Bid Opening

- 18.1** The **Tender Inviting Authority** shall notify those bidders whose technical bids did not meet the minimum qualification criteria or were considered non responsive, indicating that their price bids will be returned unopened after the award of the contract. The Employer shall simultaneously notify the technically qualified bidders indicating the date time and place set for opening of price bids.

- 18.2** The price bids shall be opened by the **Tender Inviting Authority** in the presence of bidders representatives who choose to attend. The name of the bidders, quoted bid prices, discounts offered or modification if any shall be read aloud and the **Tender Inviting Authority** shall prepare minutes of the price bid opening.

19 Process to be Confidential

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

20 Clarification of Bids

- 20.1** To assist in the examination, evaluation, and comparison of Bids, bidder may be asked to clarify Bid, including breakdowns of the unit rates. The request for clarification and the

response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the **Tender Scrutiny Committee** in the evaluation of the Bids

20.2 Subject to sub-clause 26.1, no Bidder shall contact the **Employer** or his subordinates on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring out additional information, it should be done in writing.

20.3 Any effort by the Bidder to influence the **Tender Inviting Authority** or any other person involved in the process of the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

21. Correction of Errors

21.1 Bids determined to be substantially responsive will be checked by the **Tender Inviting Authority** for any arithmetic errors. Errors will be corrected by the Employer **as follows**:

(a) where there is a discrepancy between the rates in figures and in words, **the rate whichever is less** will govern; and

(b) where there is a discrepancy between the unit and the line item total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

21.2 The amount stated in the Bid will be adjusted by the **Tender Inviting Authority** in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected and the Bid security may be forfeited in accordance with Sub-Clause 15.4 (b).

22. Evaluation and Comparison of Bids

22.1 The **Tender Inviting Authority** will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.

22.2 In evaluating the Bids, the **Tender Scrutiny Committee** will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors

(b) making an appropriate adjustments for any other acceptable variations, deviations; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered

22.3 The **Tender Inviting Authority** reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

22.4 In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as **Security Deposit**. The successful tenderer will be called upon to pay for an amount equivalent to 2% of the contract value (which includes 1% Earnest Money Deposit already paid) within 15 days from the receipt of Letter of Acceptance.

F. Award of Contract

23. Award Criteria

- 23.1** Subject to Clause 31, the employer will award the Contract to the Bidder whose Bid has been determined to be **substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price**, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

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

- 24.1** Notwithstanding Clause 29, the Municipal/ Corporation Council reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer 's action.

- 24.2** Negotiation of rates will be made only with the lowest Bidder for reducing the quoted rates

25. Notification of Award and Signing of Agreement

- 25.1** The Bidder whose Bid has been accepted will be notified of the award prior to expiry of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 25.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of an security deposit in accordance with the provisions of Clause 28.4.
- 25.3** The Agreement will incorporate all terms and conditions to be executed between the employer and successful bidder. It shall be signed within 15 days following the issue of Letter of Acceptance and delivered by successful bidder.
- 25.4** If the successful bidder is not a registered contractor / firm in Madurai City Municipal Corporation, he/they shall get himself / them-self registered as contractor in appropriate CLASS in Madurai City Municipal Corporation before concluding agreement.
- 25.5** Upon the furnishing by the successful Bidder of the Security Deposit, if any the Commissioner will promptly notify the other Bidders that their Bids have been unsuccessful.

26. Corrupt or Fraudulent Practices

- 26.1** The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows :

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition or furnishing of false and fabricated documents
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question:
- (i) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. Further, Criminal proceedings will also be initiated against the Bidder/ Contractor.

SECTION 2

ADDITIONAL CONDITIONS OF CONTRACT

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Sl. No.	Description	Sl. No.	Description
	A. General		C. Quality Control
1	Definitions	23	Identifying Defects
2	Interpretation	24	Tests
3	Language and Law	25	Correction of Defects
4	Engineer's Decisions	26	Uncorrected Defects
5	Delegation		D. Cost Control
6	Communications	27	Bill of quantities
7	Other Contractors	28	Payments
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10	Employer's Risks	31	Retention
11	Contractor's Risks	32	Liquidated damages
12	Contractor to construct the works	33	Cost of Repairs
13	The works to be completed by the intended completion date		E. Finishing the contract
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22	Early Warning		

SECTION 3

Additional Conditions of Contract

A. General

1. Definitions

1.1

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

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause.34.1 of section 2.

The **Contract** is the contract between the Employer or his representative and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

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

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period of 1 year for BT roads and 2 years for Paver block roads from the completion of whole of the work.

Employer is Commissioner/ Executive Officer of the Madurai City Municipal Corporation/ Corporation

The Commissioner , Madurai City Municipal Corporation or in his absence City Engineer authorized by Employer is responsible for inviting tender, handling process, clarify issued related to tenders, signing of agreement and supervising the execution of the works and administering the Contract.

The **Tender Inviting Authority** is Commissioner , Madurai City Municipal Corporation

The **Tender Scrutiny Committee** is the committee of officers which will open, scrutinize and evaluates the bids.

Engineer means the City Engineer who is the designated project engineer for the Special Roads Programme

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

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Clause 13 of Section 2. The Intended Completion Date may be revised only by the **Commissioner** by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for in Madurai City Municipal Corporation/ Corporation in the Works.

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

The **Site** is the area defined as the road specified in the bid document. The date of handing over of the site is the date on which the work order is issued.

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

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

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

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the **Tender Inviting Authority**.

2. Interpretation

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

2.2 If sectional completion is specified in the Clause 13 of Section 2, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

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

- (1) Agreement

- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Conditions of Contract including Additional Conditions of Contract
- (5) Specifications
- (6) Drawings and
- (7) Bill of Quantities

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the "English" only.

4. Engineer's Decisions

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

5. Delegation

- 24.1 The **Employer** may delegate any of his duties and responsibilities to other people.

6. Communications

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

7. Other Contractors

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

8. Personnel

- 8.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Annexure 'A' of Section 3, to carry out the functions stated in the Schedule or other personnel approved by the **Commissioner**. The **Commissioner** will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 8.2 If the **Commissioner** asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9. Employer's and Contractor's Risks

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

10. Employer's Risks

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

11. Contractor's Risks

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

12. Contractor to Construct the Works

- 12.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of **City Engineer**.

13. The works to be completed by the Intended Completion Date

- 13.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program and complete the work as follows.
In case of Black Topping (BT) Roads, the following milestones have to be met

- a. Minimum one third of the value of work should be completed by the end of the 1st month, and
- b. Work should be completed in all respects by the end of the 3rd month.

If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work (in relation to the two milestones) will be levied per day till their completion.

The period of completion shall be 6 months from the date of issue of Work Order to the successful contractor.

14. Approval by the City Engineer

- 14.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the **City Engineer**, who is to approve them if they comply with the Specifications and Drawings.
- 14.2** The Contractor shall be responsible for design of Temporary Works.
- 14.3** The **City Engineer's** approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 14.4** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the **City Engineer**, before their use.

15. Safety

- 15.1** The Contractor shall be responsible for the safety of all activities on the Site.

16. Discoveries

- 16.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the **Commissioner** of such discoveries and carry out the **Commissioner's** instructions for dealing with them.

17. Access to the Site

- 17.1** The Contractor shall allow the **Commissioner** and any person authorized by the City Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

18. Instructions

- 18.1** The Contractor shall carry out all instructions of the **Commissioner**, which comply with the applicable laws where the Site is located.

B. Time Control

19. Program

- 19.1** Within the time stated in the Clause 13 of Section 2, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 19.2** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 19.3** The Contractor shall submit to the **Commissioner**, for approval, an updated Program at intervals no longer than the period stated in the Clause 13 of Section 2. If the Contractor does not submit an updated Program within this period, the **Commissioner** may withhold the amount stated in the Clause 31 of Section 2 from the next payment certificate and

continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

- 1.4 The **Commissioner's** approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

20. Delays Ordered by the Employer

- 20.1 The **Commissioner** may instruct the Contractor to delay the start or progress of any activity within the Works.

21. Management Meetings

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

22. Early Warning

- 22.1 The Contractor is to warn the **Commissioner** at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works.
- 22.2 The Contractor shall cooperate with the **Commissioner** in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

23. Identifying Defects

- 23.1 The **City Engineer** shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The **City Engineer** may instruct the Contractor to search for a Defect and to uncover and test any work that the **City Engineer** considers may have a Defect.
- 23.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the **City Engineer** and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

23.3 The contractor shall permit the State Quality monitoring Agency to check the contractor's work and notify the **City Engineer** and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement

24. Tests

24.1 If the **City Engineer** instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

25. Correction of Defects

25.1 The **Commissioner** shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Clause 31 of Section 2. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

25.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the **Commissioner's** notice.

26. Uncorrected Defects

26.1 If the Contractor has not corrected a Defect within the time specified in the **Commissioner's** notice, the **City Engineer** will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

Note:- Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

D. Cost Control

27. Bill of Quantities

27.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the contractor.

27.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

28. Payments

28.1 Part or complete Payment will be made EVERY MONTH by the Corporation Commissioner based on the OUTTURN of satisfactory completion of work in the PREVIOUS MONTH and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the M.Book.

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

29. Tax

29.1 The rates quoted by the Contractor shall be deemed to be basic rates only the applicable state and central taxes will be followed appropriate.

30. Currencies

30.1 All payments shall be made in Indian Rupees.

31. Retention

31.1 The Employer shall retain a sum equivalent to 5% of the value of the each bill as retention money from each payment due to the Contractor.

31.2 Out of the 5% of the retention amount, on issue of completion certificate for the work 2.5% will be released to the Contractor while the balance 2.5% will be retained during defect liability period (1 year for BT Roads and 2 years for Paver block). The retained 2.5% will be released by the Commissioner, after ensuring no liability in connection with work executed.

32. Liquidated Damages

The Contractor shall full fill two milestones viz.,

In case of Black Topping (BT) Roads, the following milestones have to be met.

- a. Minimum one third of the value of work should be completed by the end of the 1st month, and
- b. Work should be completed in all respects by the end of the 3rd month.

If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work (in relation to the two milestones) will be levied per day till their completion.

If the work is not completed even 45 days after the 3 months period, the contract is liable for summary cancellation, Security deposit forfeited and contractor black listed.

However, as earlier mentioned, the employer can cancel the contract if the work is not executed as per the contract in the intermediate period also.

33. Cost of Repairs

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

E. Finishing the Contract

34. Completion

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

35. Taking Over

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

36. Termination

- 36.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 36.2** Fundamental breaches of Contract include, but shall not be limited to the following:

- a) the **Commissioner** gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the **City Engineer**
- b) the Contractor does not maintain a security which is required;
- c) the Contractor has not completed even 45 days after the contract period
- d) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

- 36.3** If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

37. Payment upon Termination

- 37.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the **City Engineer** shall issue a certificate for the value of the work done up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Clause 13 of Section 2. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

38. Property

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

39. Force Majeure Event

- 39.1** No party is eligible to terminate the agreement due to force majeure events.

40. Legal Provisions

- 40.1** Bidder shall abide all statutory legal provisions made in relevant Laws./ Acts / Rules including but not confined to the Child Labour Act, Factories Act, Industrial Disputes Act, etc. The Employer has the right to take action to invoke the Revenue Recovery Act to recover any amount due, wherever necessary.

40.2 Risk Insurance

The work executed by the contractor under this contract shall be maintained by the contractor's risk until the work is taken over by the Commissioner. The Government should not be liable to pay for any loss or damages occasioned by (or) arising out of fire, flood, volcanic eruptions, earthquake, or other conclusion of nature and all other natural calamities risk arising out of fact of God during such period and that the option whether to take insurance coverage (or) not to take such risks is left to the contractor.

41. Caution boards: "CAUTION: WORK IN PROGRESS ROAD CLOSED"

Warning Notices shall be placed at points in the neighborhood of the work where other roads join and cross the road and at such points as may be directed to enable motorists, cyclists, or vehicular traffic to avoid the obstructed road by taking alternative routes, extra cost will not be paid for any incidental items.

42. Tender Transparency Act

The Tamil Nadu Tender Transparency Act will be applicable for this tender.

SECTION - 4

Formats of Qualification Information

1. Qualification Information

The Applicant shall include with the Qualification schedule, details in the prescribed Proforma vide Annexure “A” to “H”.

- | | |
|--------------------|---|
| I. Annexure ‘A’ | - Structure and Organization |
| II. Annexure ‘B’ | - Financial Capability Statement |
| III. Annexure ‘C’ | - Plant and Equipments |
| IV. Annexure ‘D’ | - Work experience (works completed) |
| V. Annexure ‘E’ | - Details of Abandonment of work Litigation / debarring done |
| VI. Annexure ‘F’ | - Affidavit on Non-judicial stamp paper |
| VII. Annexure ‘G’ | - Undertaking to abide by modified terms and Conditions, if any |
| VIII. Annexure ‘H’ | - Details of Technical Personnel under Regular Employment with the Applicant. |

Annexure “A”

STRUCTURE AND ORGANISATION

1	Name of the Bidder	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone/ Fax Number / E-mail ID	:	
4	Local office (if any) address with Phone/ Telex / Fax Number	:	
5	Mainline of Business [such as (Civil) Engineering Contractor / General Engineering Contractor/ Electrical Engineering Contractures, should be specified.]	:	
6	Name, position, status, capacity etc, of the Key personnel/ [directors of the company (Attach organization chart showing the structure of the company/firm)]	:	
7	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed/ Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	

ANNEXURE “B”

FINANCIAL CAPABILITY

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H. No.	:			
3	TIN Number	:			
4	Annual turn over as per Income Tax returns filed for the past five years	:	TAX YEAR	Figures (Rs.)	Words (Rs)
		:	2016-2017		
		:	2017-2018		
		:	2018-2019		
		:	2019-2020		
		:	2020-2021		
5	Annual turn over as per audited statement of account duly certified by the Chartered Accountant during the preceding Five years (Attach attested copy of balance sheets)	:	TAX YEAR	Figures	Words
		:	2016-2017		
		:	2017-2018		
		:	2018-2019		
		:	2019-2020		
		:	2020-2021		
6	Working Capital				
	I. Balance in bank account (Rs.)	:			
	II. Unutilized overdraft / Credit facility in the Nationalized / Scheduled bank (Rs.)	:			

ANNEXURE "C"

DETAILS OF CONSTRUCTION EQUIPMENTS, TOOLS & PLANTS, VEHICLES THAT COULD BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF APPLICANT:

Sl.No.	Name of equipment/ Tools and plants/vehicles	Total requirement for this work	Equipments owned by the Applicant			Equipments currently Under lease, available with the Applicant			Equipments proposed to be taken on lease		
			Number	Year of purchase make and capacity	Present working condition	Number	Year of Manufacture Make & Capacity	Present working condition	Number	Year of Manufacture, Make & Capacity	Present working condition
	For B.T Roads										
1	Central Mixing Plant	1 No.									
2	Paver Machine	1 No.									
3	Tipper Lorry	4 Nos.									
4	Vibratory Roller	1 No.									
5	Static Roller	1 No.									
6	Vehicle Mounted Mechanical Sprayer	1 No.									
7	Water Lorry	2 Nos.									
	Embankment										
1	Excavator	1 No.									
2	Loader	1 No.									
3	Water Lorry	1 No.									
4	Roller 8 -10 Tonne	1 No.									

Note: For the equipments currently under lease with the Applicant, date of expiry of lease period shall be furnished

ANNEXURE "D"

DETAILS OF BT ROAD WORK(S) OF NOT LESS THAN 75% OF THE VALUE PUT TO TENDER UNDER A "SINGLE AGREEMENT" IN ANY ONE OF THE PRECEDING 'FIVE" YEARS (2016-17 TO 2020-21) TO FOR GOVERNMENT DEPARTMENT/BOARD/GOVERNMENT UNDERTAKING

NAME OF BIDDER :

Sl. No.	Type and Nature of work	Location Village/ Town/ Taluk / District/State	Name and designation of the employer/ owner	Value of work as per Agreement Rs.	Agreement Number	Stipulated period of contract as per agreement	Date of commencement of the work	Date of actual completion of work	Reasons for delay in completion (If any)	Actual value of work executed as per final payment	Quality of work done
1											
2											
3											
4											
5											
6											
7											

Note: a)Certificate issued by the Engineer -in - charge (not below the rank of Executive Engineer/ Project Engineer) of each of the work is to be appended.

Dated Signature of the applicant with seal

ANNEXURE “E”

**INFORMATION REGARDING CURRENT LITIGATION /DEBARRING
/EXPELLING OF APPLICANT OR ABANDONMENT OF WORK
BY THE APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration/
Litigation relating to any contract works Yes/ No

(b) If Yes, Details thereon

2.(a) Has the Applicant or any of it's constituent
partners been Debarred/Expelled by any agency
during the Yes/ No
Last “Five” years

(b) If yes, Details thereon

3. (a) Has the Applicant or any of it's constituent Partners
Failed to complete, any contract work during the past Yes / No
“Five” years.

(b) If yes, give details thereon

Dated Signature of Applicant with seal

Note: If any information in this Annexure is found to be incorrect or concealed, the
bid will be summarily rejected & price tender will not be opened.

ANNEXURE “F” AFFIDAVIT

**(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly
Certified by Notary Public)**

1. I/We the under signed so lemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/ our knowledge
2. I/We the undersigned do here by certify that neither my/our firm/company nor any of it's constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last “Five” years.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated/rescinded, due to breach of contract on my/our part, during the last “Five” Years.
4. I/We the undersigned authorize(s) and request any bank/person/firm/corporation/Government Departments to furnish pertinent information deemed necessary and requested by the Tender Inviting Authority----- Madurai City Municipal Corporation,.....District to verify the statement made by me/us to assess my/our competence and general reputation.
5. I/We, the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me/us may be requested by the Tender Inviting Authority ----- Madurai City Municipal Corporation, Madurai.....District and agree(s) to furnish such information/ clarification with in “SEVEN” Days from the date of receipt of such request from the Tender Inviting Authority -----Madurai City Municipal Corporation Madurai District.

Dated Signature of Applicant with Seal:

(To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note:- In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company) (Date)

The above named deponent as understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at-----and signed before me on this day of

(Seal)

(Signature of the Notary Public)

ANNEXURE “G”

UNDER TAKING

Undertaking should be furnished in a Twenty Rupees on-Judicial Stamp paper with the Qualification Application and certified by the Notary Public.

I/We

the applicant do hereby undertake that I/we will abide by the terms and conditions if any modified by the Tender Inviting Authority -----Madurai City Municipal Corporation in the contract conditions subsequent to submission of Qualification Annexure/price tender or subsequent to execution of the agreement.

Place:

Date:

Signature of the bidder with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at ----- and signed before me ----- on this day of -----.

Place:

Date:

Signature of the Notary Public with Seal

I/We

the applicant do hereby undertake that

I/we will abide by the terms and conditions set forth in the tender document and am willing to undertake the New construction/ up gradation of roads Nos. in Package No. I Corporation of Madurai District under at the rate as given in the price bid cover.

Place:

Date:

ANNEXURE "H"

Details of Technical Personnel Under regular employment of the applicant who can be made available exclusively for this work

Name of Bidder:

Sl. No.	Designation	Name	Educational Qualification	Underregular employment with Applicant since	TotalSpan of Experience	Salary being paid	Remarks
1	B.E Civil (or) equivalent Degree holder with 5 years experience (or) not less than two retired Sub Divisional Officer (Assistant Executive Engineer or Assistant Divisional Engineer)	1					
		2					
		3					
		4					
		5					
		6					
		7					
		8					
2	Diploma holders in Civil Engineering with 2 years of the experience (or) Four Retired Junior Engineers.	1					
		2					
		3					
		4					
		5					
		6					
		7					
		8					

**Model Letter of Acceptance,
Model Form of Agreement,
and
Model Work Order**

Letter of Acceptance

From
Commissioner,
Madurai City Municipal Corporation,
AringarAnnaMaligaiTallakulam,
Madurai-2

To
Name and Address of the Successful
Bidder

Sub:- **Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.**

Ref:- 1. Your Tender dated on
2. Corporation Council Resolution No. -----dated-----

1) This is to notify you that your Bid dated for execution of the **Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.**

Ref. No : **E2 / Est. No. 670 / 21-22 (Package -19)**

for the Contract Price of Rupee _____ [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders' is hereby accepted.

2) You are hereby requested to furnish Security Deposit for an amount equivalent to 2% of the contract value (which includes Earnest Money Deposit already paid) within 15 days from the receipt of this Letter of Acceptance. In terms of clause 30 of the tender document, the Security Deposit should be valid up to 30 days from the date of expiry of Defects Liability Period. You are also required to execute an agreement for fulfillment of the contract in a Rs. 20/- Judicial Stamp Paper. If you fail to remit the required Security deposit and execute the agreement within 15 days, your tender is liable for cancellation and EMD forfeited without notice.

3. You are informed that this is only the letter of acceptance of your bid. **Formal work order for the work will be issued on remitting the 2% Security Deposit and execution of agreement.**

Commissioner
Madurai City Municipal Corporation

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____
_____ [Commissioner /
Executive Officer] of the one part and

_____ [name and address of contractor] (hereinafter called
“the Contractor”) of the other part.

Whereas the Commissioner is desirous that the Contractor execute “Improvement
/laying**Madurai**
Corporation , Ref no :..... (hereinafter called “the Works”) and the
Commissioner has accepted the Bid by the Contractor for the execution and completion of such
Works and the remedying of any defects therein, at a contract price of
Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and treated as part and parcel of this Agreement, viz.:

- i) Tender Document including the Contractor's Bid Documents and all other documents furnished by the bidder and submitted as part of the Bid;
- ii) Conditions of contract (including Additional Conditions of Contract);
- iii) Specifications;
- iv) Drawings;
- v) Bill of Quantities;
- vi) Letter of Acceptance;
- vii) Work Order (to be issued)

5. Detailed conditions agreed in the tender document form part of the agreement. The services to be performed, timelines to be met with, penalty clauses for non-performance, and the other stipulations will be as furnished herein:

- i. **Contract Period:** The Contract period is for 6 months from the date of issue of work order to the successful contractor.
- ii. **Payment Schedule:** Part or complete Payment will be made every month by the Municipal Commissioner/ Executive Officer / Corporation Commissioner based on the outturn of satisfactory completion of work in the previous month and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the M.Book.

iii. Milestones and Liquidated Damages: The work will have two milestones

In case of Black Topping (BT) Roads, the following milestones have to be met

- a. Minimum one third of the value of work should be completed by the end of the 1st month, and
- b. Work should be completed in all respects by the end of the 3rd month.

If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work (in relation to the two milestones) will be levied per day till their completion.

- iv. **Machineries:** The bidder should own or lease Paver Machine and tie up with a Hot Mix plant in respect of the BT roads. The Hot Mix shall be delivered at the work site at 120°

C. The detailed list of Machineries as detailed in the Tender document shall be made available at the work site.

- v. **Retention Money:** The Corporation/Madurai City Municipal Corporation shall retain a sum equivalent to 5% of the value of the each bill as retention money from each payment due to the Contractor. Out of the 5% of the retention amount, on issue of completion certificate for the work 2.5% will be released to the Contractor, while the balance 2.5% will be retained during defect liability period (ie., 1 year for the BT Roads and 2 years for the Paver block Roads). The retained 2.5% will be released by the Commissioner /Executive Officer, after ensuring no liability in connection with work executed.
- vi. **State Quality Monitors:** In order to ensure quality of the work, Third party checks and inspections by the State Quality Monitors will be taken up. Any defects pointed out by the State Quality monitors shall be attended by the Contractor at his own cost and rectified.
- vii. **Fraudulent Practices :** If it is found any time during the tender process, award of contract, or during the contract period, that the Contractor has furnished false certificate or if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, getting the contract or in the executing the Contract, the Contract will be summarily terminated and Criminal Proceedings will be initiated.
- viii. **Price Adjustment Clause:** Price Adjustment Clause as per G.O. 227 , MWS, dt. 23.11.2009 is applicable for the tenders of Rs.1.00 crore and above, even if the contract period is less than 1 year.
- ix. **Termination of the Contract:** If the work is not completed even 30 days after the contract period, the contract is liable for summary cancellation
- x. **Defect Liability Period:** The defect liability period is 1 year for the BT roads and 2 years for Paver block roads.

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

The Common Seal _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer (Commissioner / Executive Officer)

Binding Signature of Contractor _____

Work Order

From

To

Commissioner
Madurai City Municipal Corporation
AringarAnnaMaligaiTallakulam,
Madurai-2.

Name and Address of the Successful Bidder

Sub:-

Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24

- Ref:-
1. Your Tender dated on
 2. Municipal/Corporation Council Resolution No. -----dated-----
 3. Letter of Acceptance_____ dated_____
 3. Your Agreement dated-----

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITB clause 30 and signing of the contract agreement for the **Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.** of the said works in accordance with the contract terms and conditions. The Contract Period is 6 months from the date of issue of work order. (from the date of issue of work order).

You are hereby instructed to proceed with the execution of the above said work in accordance with the conditions stipulated as per the agreement. Your attention is drawn to the following specific conditions for strict compliance:

1. **Contract Period:** The Contract period is for 6 months. (If the work order is issued earlier, 6 months' time for BT roads will commence from 2021, and for the Paver block roads from the date of work order) from the date of issue of Work Order to the successful contractor.
2. **Payment Schedule:** Part or complete Payment will be made every month by the Municipal Commissioner/ Executive Officer / Corporation Commissioner based on the outturn of satisfactory completion of work in the previous month and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the M.Book.

3. Milestones and Liquidated Damages: The work will have two milestones

In case of Black Topping (BT) as Roads, the following milestones have to be met

- a. Minimum one third of the value of work should be completed by the end of the 1st month, and
- b. Work should be completed in all respects by the end of the 3rd month.

If there is default in meeting either or both these deadlines, Liquidated damages @ 0.1% of the unfinished value of work (in relation to the two milestones) will be levied per day till their completion.

4. **Machineries:** The bidder should own or lease Paver Machine and tie up with a Hot Mix plant in respect of the BT roads. The Hot Mix shall be delivered at the work site at 120° C. The detailed list of Machineries as detailed in the Tender document shall be made available at the work site.
5. **Retention Money:** The Corporation/Madurai City Municipal Corporation shall retain a sum equivalent to 5% of the value of the each bill as retention money from each payment due to the Contractor. Out of the 5% of the retention amount, on issue of completion certificate for the work 2.5% will be released to the Contractor, while the balance 2.5% will be retained during defect liability period (ie., 1 year for the BT Roads). The retained 2.5% will be released by the Commissioner /Executive Officer, after ensuring no liability in connection with work executed.
6. **State Quality Monitors:** In order to ensure quality of the work, Third party checks and inspections by the State Quality Monitors will be taken up. Any defects pointed out by the State Quality monitors shall be attended by the Contractor at his own cost and rectified.
7. **Fraudulent Practices :** If it is found any time during the tender process, award of contract, or during the contract period, that the Contractor has furnished false certificate or if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, getting the contract or in the executing the Contract, the Contract will be summarily terminated and Criminal Proceedings will be initiated.

8. **Price Adjustment Clause:** Price Adjustment Clause as per G.O. 227, MAWS Dept. dt. 23.11.2009 is applicable for the tenders of Rs.1.00 crore and above, even if the contract period is less than 1 year.
9. **Termination of the Contract:** If the work is not completed even 30 days after the contract period (3 months period), the contract is liable for summary cancellation
10. **Defect Liability Period:** The defect liability period is 1 year for the BT roads.

Commissioner
Madurai City Municipal Corporation

Madurai City Municipal Corporation

Tender Document

PRICE BID

NAME OF THE WORK : **Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24**

OFFICER INVITING BIDS : Commissioner,
Madurai City Municipal Corporation,
Tallakulam
Madurai-2

Price Bid Date:

Invitation for Bid No.....

To:

The Commissioner,
Madurai City Municipal Corporation,
Tallakulam
Madurai-625002

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bid Documents.

(b) We offer to execute in conformity with the Bid Documents for the work of

Improvement / Laying
..... Madurai City
Municipal Corporation.

(c) The total price of our Bid, excluding any discounts offered in item (d) below is

- (i) In figures:-Rs...../-
- (ii) In Words:-Rupees

(d) The discounts offered are

- (i) In figures:-Rs...../-
- (ii) In Words:-Rupees

(e) The net price of our bid, after discount offered in (d) above is

(i) In figures:-Rs...../-

(ii) In Words:-Rupees.....only

(f) Our Bid shall be valid for a period of **365 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

(g) If our Bid is accepted, we commit to remit Security Deposit in accordance with the Bid Documents within the stipulated time.

Schedule Of Rates And Approximate Quantities

- 1) The quantities given here are those upon which the item rate tender cost of the work is based, but they are subject to alternations, omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates quoted below are those governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the Standard Specifications for roads and bridges with the MOST specifications and other condition of specifications of the contract.
- 2) It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings, or as may be ordered from time to time by the Engineer in charge and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted are for the finished works in situ and complete in every respect.
- 3) The description given in Schedule - A are to indicate the item of work only and need not be construed as full specification. The quoted rate shall be for carrying out the item as per standards and specifications described in the relevant MOST specification. The contractor shall take no advantage of any apparent error or omission in the Schedule - A description.
- 4) The Tenderers should quote their rates for the quantity and units specified under metric units under Schedule 'A'.
- 5) The contractor should sign all the pages of schedule 'A' enclosed in the tender document without any omission. Otherwise the tender will be liable for rejection as per the rules.

Commissioner,
Madurai City Municipal Corporation

SECTION 5
TECHNICAL SPECIFICATIONS

Technical specifications

Following provisions :
is made in this
estimate

1. Picking the existing old B.T. surface upto 50 mm thick including labour charges etc, complete as per standard specification.
2. Providing and laying ,spreading and compacting graded stone aggregate to wet mix macadam (WMM) specification including premixing the material with water at OMC in mechanical mix plant carriage to mixed material by tipper to site laying in uniform layers with paver in sub base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per clause 406 of MORTH specifications.
3. Providing and laying Prime coat of 7 kgs/10 sqm over the WMM surface treated with primer using 7 kgs of bituminous Emulsion for 10 square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as Prime coat manually etc., complete as per 502 of MORTH Rev V Specifications.
4. Providing and laying tack coat of 2.5 kgs/10 sqm over the WMM surface treated with binder using 2.5 kgs of bituminous Emulsion for 10 square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually etc., complete as per 503 of MORTH Rev V Specifications.
5. Providing and laying 50mm consolidated thick Dense Bituminous Macadam using 0.24cum of 26.50-13.20mm, 0.25 cum of 13.20-2.36mm and 0.23 cum of 2.36mm & below and with 53.20Kgs of VG30/VG40 bitumen for premixing per 10sqm including cost and conveyance of all materials to CMP site, heating the bitumen and aggregate to required temperature and mixing the min. required temperature in central hot mix plant 20-30 ton capacity, conveying the mix by tipper trucks to worksite, spreading the mix to uniform thickness of 50mm with paver to the specified grades and cross sections and compacted by Vibratory / Pneumatic Roller to the required density etc., including labour for attending to paver at site etc., including hire charges and fuel charges for 20- 30t CMP with bitumen boiler, tipper trucks, Paver Finisher /9m paver finisher, Vibratory / Pneumatic rollers and all other tools and plant required, including fuel and all other incidental charges etc., complete as per specification using CMP as per clause 505 MORTH Rev-5.
6. Providing and laying Bituminous Concrete to 30mm thick using 0.13 cum of 19.00 - 9.50mm graded metal, 0.17cum of 9.50 -2.36mm and 0.26cum of 2.36mm & below metal by adding the shredded plastic 10% of Bitumen

quantity 4.02kg($50.30 \times 10\% = 5.03\text{kg}$) shredded plastic waste over the aggregate heated to 170 degree celsius in the Central hot mix plant ,mixed well with 46.28kgs of hot bitumen VG30 bitumen (160 degree celsius) 60/70 grade for premixing per 10sqm to lay 30mm compacted thick of bituminous concrete including cost and conveyance of all materials to CMP site, heating the bitumen and aggregate to required temperature and mixing the minimum required temperature in central hot mix plant 20-30ton capacity conveying the mix by tipper trucks to paver site, spreading the mix in required temperature for uniform thickness of 30mm with mechanical paver to the specified grades and cross sections and consolidated by 80-100 KN Vibratory Roller/ Pneumatic Roller to the required density etc., including labour for attending to paver to site etc., including hire charges and fuel charges for 20-30t CMP with bitumen boiler, tipper trucks, Paver Finisher / 9m paver finisher, Vibratory / Pneumatic roller and all other tools and plants required, including fuel and all other incidental charges etc., complete as per specification using CMP as per clause 507 of MORTH Rev-5 Specifications.

7. Providing and laying of hot applied thermoplastic compound 2.5mm thick including reflective glass beads @250gm/m² area thick of 2.5mm as per IRC 35.The Finished surface to be level,uniform and free from holes complete as per the specification.
8. Manufacturing, Supply & Fixing of Retro-Reflective Road Name Sign Board single arrow of size 1.00x0.5m size made out of wide angle cube corner micro prismatic grade sheeting confirming to IRC_67:2010 & Type XI standards of ASTM D 4956-09 specification and fixed over 2mm thick Aluminum sheet back support frame of 25x25x3mm MS angle frame supported by 32 NB Stainless Steel pipe all around and 65 NB pipe vertical post firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 30cmx30cmx45cm etc. completed. The information message shall be made out of cut letters in Blue Color transparent overlay film as per IRC 67-201 Guidelines, 7 years pre qualification warrantee for Retro Reflective sheeting from the original sheeting manufacturer & 1 certified copy of three years outdoor exposure report from an independent test lab for the product offered shall be submitted by the contractor.
9. Providing and laying conveyed gravel filling including cost and conveyance of gravel to the work site and stacking them to the standard departmental metric gauge for pre-measurements, spreading, watering and compacting the mix in layers of thickness not exceeding 100mm

compacted thickness by 80-100 KN power roller rolling to achieve the required dry density including labour charges for spreading and hire charges and fuel charges for power roller, water sprinkler and all other tools and plant, etc., complete as per clause 305 of MOST specification.

10. Providing and fixing reflective road studs of 'category A' Raised pavement markers made out of poly carbonate / methyl methacrylate / ABS moulded body conforming to ASTM D 788 and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face with retro reflectance and chromaticity values conforming to ASTM D4280. The reflective raised pavement markers shall also conform to the MORTH circular No RW / NH. 33023/10/ 97-D0.111 dt 11.06.97. The height, width and length shall not be less than 15 mm, 90 mm and 100 mm and with minimum reflective area of 13 Sq.cm on each side and the slope to the base shall be 35 +/- 5 degree. Each reflector shall have a CIL not less than values specified in Table 2 of said MORTH circular. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2mm and height not less than 30 +/- 2 mm) from the body is to be a minimum value of 500 Kgf. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer. The marker shall support a load of 13635 Kg tested in accordance with ASTM D4280 and conforming to IRC 35 - 2015 guidelines and MORT&H specification 804 etc., complete.
11. Goods and services Tax (GST 12%).
12. Manual workers general welfare fund TNCWW Board , Chennai(1%).
13. Provision for petty Supervision charges and contingencies and other unforeseen items.

BT ROADS

EARTH WORK EXCAVATION

Earth work excavating and depositing on bank with initial lead of 10m & initial lift of 2m in Sand, silt or other loose soil, wet sand or silt not under water, light black cotton soil sandy loam and ordinary soil including excavated earth (SS20A)

Construction of gravel shoulders with approved material (having minimum CBR value of 20%) as per Table 400.1 of MORTH ,including compaction of original ground, conveyance of material to site, spreading, grading to the required slope and camber, watering and compacting to meet requirements of Clause 401.4 of MORTH specifications, including hire charges of machinery used, labour etc., complete as per standard specifications and directions of Engineer-in-charge.

Collection, Supply and filling of Well Gravel in layers of well rammed watered and compacted etc., complete complying with standard specification.

CONSTRUCTION OF GRANULAR BASE COURSE AND SUB-BASE

Providing of Granular Sub base using Grade I materials of table 400 -1 of Morth with minimum CBR 30 spreading in uniform layers with motor grader on prepared surface, mix in by place method at OMC and compacting with Vibratory Roller to achieve the desired density including all labour charges etc, complete as per technical specification and as directed by the departmental officers. Morth - Rev V No. 111,112,401,900

Providing, Laying, Spreading and compacting graded stone aggregate to Wet Mix Macadam for 150mm thick specification including premixing the material with water at OMC in mechanical mix plant carriage of mixed material by tipper to site laying in uniform layers with pavers in sub base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density, including all cost conveyance of materials and labour charges etc. complete as per MORTH 406 specifications and as directed by departmental Engineer.

BITUMINOUS PAVEMENT COURSES

Providing and laying tack coat of 7Kgs/10Square meter over the WMM surface treated with binder using 2Kgs of bituminous emulsion for 10 SqM area. Including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually, etc., complete as per 503 of MORTH Rev V specifications.

Providing and laying tack coat of 2kgs/10 sqm over the BT surface treated with binder using 2 kgs of bituminous Emulsion (RS) for 10square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually etc., complete as per 503 of MORTH Specifications

Providing and laying tack coat of 2.5 kgs/10 sqm over the WMM surface treated with binder using 2.5 kgs of bituminous Emulsion (RS) for 10square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually etc., complete as per 503 of MORTH Rev-5 Specifications

Providing and laying 50mm consolidated thick Dense Bituminous Macadam using 0.24cum of 26.50-13.20mm, 0.25 cum of 13.20-2.36mm and 0.23 cum of 2.36mm & below and with 53.20Kgs of VG30/VG40 bitumen for premixing per 10sqm including cost and conveyance of all materials to CMP site, heating the bitumen and aggregate to required temperature and mixing the min. required temperature in central hot mix plant 20-30 ton capacity, conveying the mix by tipper trucks to worksite, spreading the mix to uniform thickness of 50mm with paver to the specified grades and cross sections and compacted by Vibratory / Pneumatic Roller to the required density etc., including labour for attending to paver at site etc., including hire charges and fuel charges for 20- 30t CMP with bitumen boiler, tipper trucks, Paver Finisher /9m paver finisher, Vibratory / Pneumatic rollers and all other tools and plant required, including fuel and all other incidental charges etc., complete as per specification using CMP as per clause 505 MORTH Rev-5

Providing and laying Bituminous Concrete to 30 mm thick using 0.13 cum of 19.00-9.50mm, 0.17 cum of 9.50-2.36mm and 0.26 cum of 2.36 and below with 45.27kgs of VG30 bitumen for premixing per 10sqm and 5.03kg shredded plastic waste over the aggregate heated to 170 degree Celsius in the central hot mix plant, mixed well with 45.27 kgs of hot bitumen (160 degree Celsius) 60/70 grade for premixing per 10 sqm, to lay 30mm compacted thick of Bituminous Concrete including the cost of material (the cost of municipal plastic waste obtained by the contractor from the municipality will be recovered) and conveyance of all materials to site , cost of heating the aggregate and mixing the shredded plastic with the hot

aggregate and heating the bitumen to required temperature and mixing them in required temperature in central hot mix plant 20-30 tonne capacity. conveying the mix by tipper trucks to paver site, spreading the mix to uniform thickness of 40mm with mechanical paver to the specified grades and cross sections and consolidated by 8-10 tonne vibratory / Pneumatic roller to the required density etc., including labour for attending to paver to site etc., including hire charges and fuel charges for 20-30 CMP with bitumen boiler, tipper trucks, Paver finisher, Vibratory / Pneumatic roller and all other tools and plant required, including fuel and all other incidental charges etc., complete as per specification using CMP as per clause 507 of MORTH Rev-5

BITUMINOUS ROAD WORKS

1. The prevailing bituminous roads specifications as per MORTH, IRC, IS, SSRB and circular prepared by Engineer from time to time, shall hold good for the flexible pavement portion of this tender.
2. The contractors shall note that in case of the failure of test samples, on receipt of test reports of the samples sent to the laboratory, the corresponding work to which such substandard results pertain, shall stand rejected provisionally and payment if any, made before shall be recovered from the contractor's bill. Acceptance of such work, with or without rectification, full/part release of the payment, shall be referred to the Engineer whose decision shall be final and binding on the contractors.

MAINTENANCE

There shall be a defect liability for 5 years period (60 months) for CC pavement. If during this period concrete road fails due to (1) development of cracks (2) spalling of edges (3) erosion of concrete surface etc. the action as decided by the Engineers shall be taken against the contractors. In case of development of structural cracks/full depth cracks, the panel between the contraction joints shall be replaced. In case replaced slab, a defect liability of such works. The decision of the Engineer will be final and binding on the contractor. The rectification of defects shall be carried out as directed by Engineer. During this period dressing of joints complete in all respect shall have to be done free of cost at least once in a year, preferably in the month of April or May or as directed by the Engineer, under Municipal supervision.

GENERAL

1. The tenders shall submit a list of equipment, machinery possessed by them, which are required for execution of the works.
2. The contractor when called upon will take up the additional work in the vicinity of this work and complete the same at the rates, terms and conditions of this tender without claiming any compensation and work shall be completed within the time period allotted to this tender.
3. The labour huts for the CC road works may be permitted on work site in consultation with the respective Zonal Officers and subject to the following conditions.
 - a) The labourer's hutments will be completely isolated from the public by providing a tin sheet fencing around them.
 - b) They will be specifically identified by Municipal staff by numbering them suitably.
 - c) Adequate toilet and batching facilities will be provided for them inside this fencing.
 - d) The contractors will strictly observe that laborers will use these toilets and batching facilities and no unhygienic conditions are created at site.
 - e) In case, any of the above conditions is violated. Such hutments will be removed by the division AE/JE without giving any notice to the contractor in consultation with the Executive Engineer in-charge of the work.
 - f) Such hutments will be removed by the contractors within 7 days of the completion of the work.
4. The tenderer, shall submit PERT/CPM chart and monthly progress reports will be applicable to the works costing Rs.50 lacks.
5. The contractor shall obtain and maintain an electric connection at their cost at the site for lighting as well as for operating machineries.
6. The contractors shall obtain and maintain the telephone at site at their cost.
7. Clause 5 firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.

Clause 5(A) If it is found that firms as described in clause 5 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.

Clause 5(b) If it is found that closely related persons as clause 5 have submitted separate tenders/quotations under different names of firms/establishments and/or if such establishments/firms though they have different addresses, are managed or governed by the same person/persons jointly or separately, such tenders shall be liable for action as in clause No.5 (A) including similar action against the firms/establishments concerned.

Clause 5© If after award of contract it is found that the accepted tender violated any of the clauses 5, 5(A) or 5(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms/establishments.

8. The tender may be considered incomplete, irregular and invalid unless,
9. It is signed by the proprietor, named managing partner of all partners or by the party or parties stating specifically their position and status at the following three places.
10. The printed undertaking addressed to the Municipal Commissioner,
11. The schedule of quantities and rates
12. The specifications
13. The names and addresses of all the partners are given in the space provided therefore
14. Income tax certificate and solvency certificate are produced along with the tender
15. A certified copy of Sales Tax registration certificate is produced along with the tender
16. The authority letter from manufacturer, if agents/tenderer have submitted the tender, is produced
17. Past performance report is furnished, and
18. The drawings, literature, brand name, make, year of manufacture ISI registration no. etc as applicable are furnished
19. The information/documents stipulated in clause 18 are submitted

Jurisdiction of Courts

In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Chennai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Chennai only”.

1. The tenders should note the change in description of the specifications of the water proofing paper provided as a separation membrane, between concrete pavement slab and the sub-base in the relevant item.
2. After completion of the work, the contractors shall submit two sets of completion drawings showing therein the details of work executed including the details of SWD and their diameters, water mains laid, locations of ducts, manholes and water entrances etc. as directed by the Engineer Such plans shall be mounted on canvas cloth.

APPENDIX

TABLE 1

INDIAN STANDARDS (IS AND IRC) FOR CONCRETE PAVEMENT CONSTRUCTION AND QUALITY CONTROL

1. MATERIALS

Items	Specifications	Method of test	Sampling
Cement	IS 8112 (Gr. 43) IS 12269 (Gr.53)	IS 4031 (Pt.1 TO 14) IS 4032	IS 4879
Aggregate coarse & Fine	IS 383	IS 2386 (Pt.1 TO 8)	IS 2340
Water	IS 456		
Admixture for concrete	IS 9103		
Performed fillers for expansion joints	IS 1838 (Pt. 1&2)	IS 10566	
Hot applied sealing compound for joints	IS 1834		
Poly sulphide base joint sealant			
One part grade	IS 11433 (Pt.1)	IS 11433 (Pt.2)	
Two parts grade	IS 12118 (Pt.1)	IS 2118 (Pt.2)	
Standard sand for testing of cement	IS 650	IS 8142	
Test sieving			
Concrete mix design	IS 10262 IRC 44 IRC 59		
Concrete Strength			IS 516
Splitting tensile strength of concrete cylinders			IS 5816
Concrete sampling and analysis			IS 1199
Setting time			IS 8142
Permeability			IS 3085
Abrasion resistance accelerated			IS 9284
Strength testing			IS 9013 IRC 85
Ready-mixed concrete	IS 4926		
1. MATERIALS			
Precast concrete Krebs	IS 5758		
Precast concrete cable cover	IS 5820		
Concrete porous pipe for under drainage	IS 4350		
II TEST APPARATUS AND EQUIPMENT			
Flow table for cement tests		IS 5512	
Vicat apparatus		IS 5513	
Le Chatelier Apparatus		IS 5514	
Air permeability apparatus plain type		IS 5516	
Lea and hurse type		IS 5536	
Jointing apparatus for testing cement		IS 10078	
Vibrating machine for casting standard cement mortar cubes		IS 10080	
Planetary mixer user in tests of cement and puzzolana		IS 10890	

Items	Specifications	Method of test	Sampling
Moulds for use in tests of cement and concrete		IS 1008	
Test sieves		IS 460 iPt.1&2)	IS 430 (Pt.3)
Aggregate crushing value 10% fines apparatus		IS 9376	
Aggregate impact value apparatus		IS 9399	
Machine for abrasion testing of coarse aggregate		IS 10070	
Measurement of length change of hardened cement paste, mortar and concrete		IS 9459	
Apparatus for determining constituents of fresh concrete		IS 7325	
Concrete slump apparatus		IS 7320	
Compaction factor apparatus		IS 5515	
Vee bee consist meter		IS 10510	
Table vibrators for consolidating concrete		IS 7246	
III CONSTRUCTION EQUIPMENTS			
Tools and equipments for concrete road construction		IRC 43	
Industrial sieves		IS 2405 (Pt 1 & 2)	
Portable swing weigh batcher for concrete		IS 2722	
CONCRETE MIXERS			
Batch Type		IS 1791	IS 4634
Pan mixers		IS 12119	
Transit mixers and agitators		IS 5892	
CONCRETE VIBRATORS			
Immersion type	IS 2505	IS 11389	IS 3558
Pan vibrators	IS 3366		
Screed board vibrators	IS 2506	IS 6923	IS 11993
Concrete batching & mixing plant	IS 4925		
Concrete spreaders	IS 7242		
Concrete paver	IS 7245		
Concrete finishers	IS 7251		
IV CONSTRUCTION			
Construction of concrete pavement	IRC 15		
Lean cement concrete base/sub-base	IRC 74		
Curing cement concrete pavement	IRC 84		
Installation of joints in concrete pavements	IS 6509		
Sealing of joints in concrete pavements	IRC 57		
Construction in hot weather	IRC 61		
	IS 7861 (Pt.1)		
Construction in cold weather	IRC 91		
	IS 7861 (Pt.2)		
Quality control for construction of Roads and Runways	IRC SP 11		

APPENDIX 1

TABLE 2

MINIMUM TEST FREQUENCIES FOR QUALITY CONTROL OF CONCRETE ROAD CONSTRUCTION

Item	Test	Control criterion	Frequency
APPROVAL OF SOURCE OF SUPPLY OF MATERIALS			
Cement	Physical and chemical test	IS 8112	Once for each source supply for approval of the source and subsequently when warranted by change in quality/in case of doubt
Coarse & fine aggregates	-Do- (including soundness and alkali reactivity)	IS 383	-Do-
Water	Chemical Test	IS 456	-Do-
Expansion Joint Filler board		IS 1838	-Do-
Joint Sealing compound		IS 1834	-Do-
DURING CONSTRUCTION MATERIAL			
Cement received	Strength	IS 8112	For each lot of cement
Coarse & fine aggregate	Gradation	IS 383	For each lot of aggregate received
	Moisture content	IS 383	Regularly as required subject to a minimum of 2 tests per day
Coarse aggregates	Los Angeles abrasion value/aggregate impact value	IS 383	Once on every change of source
Flakiness Index		IS 383	- Do-
Elongation Index		IS 383	- Do-

APPENDIX 1

TABLE 3

ADDITIONAL QUALITY CONTROL CRITERIA AND TOLERANCES

		Criteria	Tolerance
Sub grade / Sub base under Lean concrete base		Full Compaction K Value 5.5 kg/M ³	No minus tolerance
Lean concrete base		Grade M 10	Tolerance level for characteristic strength assessment 1 in 15
		Surfacing unevenness under 3 m straight edge	Not more than 10mm
		Curing 7 days or till laying of concrete slab is laid earlier	
Cement pavement	Concrete	Quality concrete Grade M 35	Tolerance level for characteristic strength assessment in 15
		Workability 25mm (slump) maximum	No tolerance
		Curing 14 days curing by pending with water and wethessain cloth curing for the day of casing (prior to starting curing by ponding)	14 days curing by ponding with water
Dowel Bar		Length and dia	Should not be smaller then stipulated value
		Placement with equal length vis-à-vis center line of the joint	= 4.5 m
		Horizontal & Vertical alignment including that of dowel cap	As specified in relevant item

APPENDIX 1

TABLE 4

MINIMUM TEST FREQUENCIES FOR QUALITY ASSURANCE/ACCEPTANCE OF CONCRETE ROAD CONSTRUCTION

	Lean Concrete Base	Cement Concrete pavement
Strength recovering cores		Six 100mm dia cores per site as specified in relevant clauses
Surface evenness	3 longitudinal lines (as for quality control)	3 longitudinal line (as for quality control) as specified in relevant clauses.
Surface defects/defects reflected on the surface	Full surface	Full surface

" A " Schedule

“A” Schedule

Renewal of BT Surface (For UGD & Water Supply Cutting Restoration) @ For Nethaji Main Street (Unique Code 115024R00524) and Suriyaganthi poo Main street (Unique Code 115024R02499) in Ward No: 24.

Ref. No.: E2 / Est. No. 670 / 21-22 (Package -19)

Sl.No	Qty		Description of Work	Per		Rate (Rs in Figures & Words)	Amount
1	1884.00	m3	Preparing the Existing surface to laying the road to proper gradient and remove the loose soil without damage the water supply pipes the rate inclusive of all charges such as earth work and remove the same 2Km away from the site etc, complete as per standard specifications.	1	m3		
2	138.00	m3	Earth work excavation in all kinds of soil except hard rock requiring blastering inclusive of shoring, strutting and boiling out water wherever necessary etc., complete.,	1	m3		
3	138.00	m3	Providing and laying ,spreading and compacting 0.396 m3 of 45-22.40mm & 0.528 m3 of 22.40-2.36mm & 0.396m3 of 2.36mm and below metal graded stone aggregate to wet mix macadam (WMM) soecification including premixing the material with water at OMC in mechanical mix plant carriage to mixed material by tipper to site laying in uniform layers with paver in sub base / base course on well prepared surface and compacting with vibratory roller to achive the desired density complete as per clasue 406 of MORTH specifications.	1	m3		

Sl.No	Qty		Description of Work	Per		Rate (Rs in Figures & Words)	Amount
4	1097.00	m3	Providing and laying Prime coat of 7.00kgs/10 sqm over the WMM surface treated with primer using using 7 kgs of bituminous Emulsion for 10 square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as prime coat manually etc., complete as per 502 of MORTH Rev V Specifications.	1	m3		
5	6366.00	m2	Providing and laying tack coat of 2.50kgs/10 sqm over the prime surface treated with binter using 2.50 kgs of bituminous Emulsion for 10 square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually etc., complete as per 503 of MORTH Rev V Specifications	1	m2		
6	6366.00	m2	Providing and laying tack coat of 2.00kgs/10 sqm over the prime surface treated with binter using 2.00 kgs of bituminous Emulsion for 10 square meter area including cost of bituminous binder, including labour charges for applying the required quantity of bituminous binder as tack coat manually etc., complete as per 503 of MORTH Rev V Specifications	1	m2		

Sl.No	Qty		Description of Work	Per		Rate (Rs in Figures & Words)	Amount
7	319.00	m3	Providing and laying 50mm consolidated thick Dense Bituminous Macadam using 0.24 cum of 26.50-13.20mm, 0.25cum of 13.20-2.36mm and 0.23cum of 2.36mm & below and with 53.20 kgs of VG30/VG40 bitumen for premixing per 10sqm including cost and conveyance of all materials to CMP site, heating the bitumen and aggregate to required temperature and mixing them in required temperature in central hot mix plant 20-30 ton capacity, conveying the mix by tipper trucks to work site, spreading the mix to uniform thickness of 50 mm with paver to the specified grades and cross sections and compacted by vibratory/pneumatic Roller to the required density etc., including labour for attending to paver at site etc., including hire charges and fuel charges for 20-30 t CMP with bitumen boiler, tipper trucks, Paver Finishers/9m Paver finisher, Vibratory/Pneumatic rollers and all other tools and plant required, including fuel and all other incidental charges etc., complete as per Specification using CMP as per clause 505 MORTH Rev-5	1	m3		

Sl.No	Qty		Description of Work	Per		Rate (Rs in Figures & Words)	Amount
8	191.00	m3	Providing and laying Bituminous Concrete to 30mm thick/40mm tk using 0.13 cum of 19.00-9.50mm, 0.17 cum of 9.50-2.36mm and 0.26 cum of 2.36 and below with 50.30 kgs of VG30/VG40 bitumen for premixing per 10sqm including cost and conveyance of all materials to CMP site, heating the bitumen and aggregate to required temperature and mixing them in required temperature in central hot mix plant 20-30 ton capacity, conveying the mix by tipper trucks to paver site, spreading the mix to uniform thickness of 40mm with mechanical paver to the specified grades and cross sections and consolidated by 8-10 tonne Vibratory/Pneumatic Roller to the required density etc., including labour for attending to paver to site etc., including hire charges and fuel charges for 20-30 t CMP with bitumen boiler, tipper trucks, paver finisher / 9m paver finisher, vibratory / pneumatic roller and all other tools and plant required, including fuel and all other incidental charges etc., complete as per specification using CMP as per clause 507 of MORTH Rev-5	1	m3		
9	40.00	m2	Supply of FRC Manhole 600mm size dia cover with frame including cost of conveyance loading fixing the same etc complete	1	m2		

Sl.No	Qty		Description of Work	Per		Rate (Rs in Figures & Words)	Amount
10	2.00	Nos	Providing and laying of hot applied thermo plastic compound 2.50mm tk including of 2.50mm exchanging of surface applied glass beads as per IRC :35 the finished surface to level uniform and free from sticks and hole etc,complete. (Edge line)	1	Nos		
Add G.S.T 12 %							

(Rupees...

Challan No. :

Contractor's Signature

Mobile No:

Contractor Class & Registration No:

Address :