

MADURAI CITY MUNICIPAL CORPORATION MADURAI

CONTRACT NO. : E3 / 05887/ 22

NATIONAL COMPETITIVE BIDDING

BID DOCUMENT

FOR

OPERATION AND MAINTENANCE OF ZONE – 5

STREET LIGHTS IN MADURAI CORPORATION FOR

ONE YEAR

NAME OF WORK:

**OPERATION AND MAINTENANCE OF ZONE – 5 STREET
LIGHTS IN MADURAI CORPORATION FOR ONE YEAR.**

CONTRACT NO : E3 / 05887/ 22

PERIOD OF SALE OF BIDDING DOCUMENT : 13.06.2022 to 27.06.2022, 3.00PM

VALUE OF WORK PUT TO TENDER: Rs.41.03 lakhs

BIDSECURITY: 1% OF VALUE OF WORK PUT TO TENDER

LAST DATE AND TIME FOR RECEIPT OF BIDS: 27.06.2022, 3.00PM

DATE AND TIME OF OPENING OF TECHNICAL BIDS : 27.06.2022 at 3:30pm

PERIOD OF CONTRACT : 12 MONTHS

OFFICER INVITING BIDS : The Commissioner

**PLACE OF OPENING OF BIDS : The Commissioner
Madurai City Municipal Corporation,
Madurai**

CONTENTS

Sl. No.	Description	Page No.
1	Invitation for Bids	
2	Instructions to Bidders	
3	Forms of Bid and Qualification Information	
4	Conditions of Contract	
5	Special Conditions of Contract	
6	Forms of Securities	
7	Bill of quantities	
8	Annexure -I	
9	Appendix 1 to 9	
10	Annexure - II & III	
11	Format I and II	

1. INVITATION FOR BIDS (IFB)

MADURAI CITY MUNICIPAL CORPORATION
NOTICE INVITING TENDER

LOCAL COMPETITIVE BIDDING

Sealed Bids are invited from the eligible bidders for the following work. Bidding will be conducted through Local Competitive Bidding procedures of Madurai City Municipal Corporation under two cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

Sl.No	Name of work and Tender No.	Bid security (Rs. In Lakh)
1	OPERATION AND MAINTENANCE OF ZONE – 5 STREET LIGHTS IN MADURAI CORPORATION FOR ONE YEAR Contract No: E3 / 05887/ 22	1% of Tender Put Value
2	Consortium bids are not acceptable For all other conditions/instructions please refer Bid documents	
3	Value of work put to tender	Rs. 41,03,000/-
4	EMD	Rs.41,100 /-
5	Sale Period	13.06.2022 to 27.06.2022, 3.00PM
6	Due date and time for submission of bids	27.06.2022, 3.00pm
7	Time and date of opening for bids	27.06.2022, 3.30pm
8	Contract Period	<u>12 Months</u>
9	Availability of bid document in person	Madurai City Municipal Corporation, Madurai
10	Address for information and clarifications and for submission of bids	The Commissioner Madurai City Municipal Corporation, Madurai.

The Commissioner,
Madurai Corporation,

2: INSTRUCTIONS TO BIDDERS (ITB)

02: Instructions to Bidders

Table of Clauses	P.No	P.No
A. General	E. Bid Opening and Evaluation	
1. Scope of Bid	23. Bid Opening	
2. Source of Funds	24. Process to be Confidential	
3. Eligible Bidders	25. Clarification of Bids & contacting Employer	
4. Qualification of the Bidder	26. Examination of Bids and Determination of Responsiveness	
5. One Bid per Bidder	27. Correction of Errors	
6. Cost of Bidding	28. Currency for Bid Evaluation	
7. Site Visit	29. Evaluation and Comparison of Bids	
B. Bidding Documents	30. Preference for domestic bidders	
8. Content of Bidding Documents		
9. Clarification of Bidding Documents		
10. Amendment of Bidding Documents		
C. Preparation of Bids	F. Award of Contract	
11. Language of Bid	31. Award Criteria	
12. Documents Comprising the Bid	32. Employer's Right to Accept any Bid and to Reject any / all Bids	
13. Bid Prices	33. Notification of Award & Signing of Agreement	
14. Currencies of Bid and Payment	34. Performance Security	
15. Bid Validity	35. Advance Payment and Security	
16. Bid Security	36. Adjudicator	
17. Alternative Proposals by Bidders	37. Corrupt or Fraudulent Practices	
18. Format and Signing of Bid		
D. Submission of Bids		
19. Sealing and Marking of Bids		
20. Deadline for Submission of Bids		
21 Late Bids		
22 Modification and Withdrawal of Bids		

A General

1. Scope of Bid

The Madurai Municipal Corporation (referred to as Employer in these documents) invites bids for

OPERATION AND MAINTENANCE OF ZONE – 5 STREET LIGHTS IN MADURAI CORPORATION.

- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the NIT.
- 1.3 Throughout these Bidding documents, the terms bid and Tender and their derivatives (bidder / Tenderer, bid/tendered, bidding/Tendering, etc) are synonymous and day means calendar day. Singular also means plural.
- 2 **Source of Funds** - Eligible payment under the contract for works will be made by Madurai City municipal corporation

3. Eligible Bidders

This Invitation for Bids is open to all eligible bidders of National Level. Payment will be made only in Indian Rupees.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 37.1.

4. Qualification of the Bidder

All bidders shall provide in Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

All bidders shall include the following information and documents with their bids in Forms of Bid and Qualification Information.

- (a) Copies of original documents defining the constitution or legal statutes, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of contracted works performed during the qualifying period.
- (c) Experience in works of a similar nature and details of work carried out during the qualifying period and details of works under way or contractually committed and clients who may be contacted for further information on those contracts.
- (d) Proof of registration of the firm or company under Companies Act should be enclosed.
- (e) Latest Income Tax Clearance Certificate and GST Registration Certificate.
- (f) Qualifications and experience of key management and technical personnel proposed for the Contract.
- (g) List of equipment available with the bidder for maintenance of the project should be furnished.
- (h) The bidder should have been registered with Employee State Insurance (ESI) and Employee Provident Fund (EPF) Authorities for depositing ESI and PF contributions and the returns for EPF, ESI for the last two years (2019-20 & 2020-21) are to be furnished.

- (i) Nos. of Staff registered under ESI & EPF separately details of ESI and EPF no. allotted must be provided.
- (j) The bidder should provide valid labour license from the Regional Labour Commissioner / issued by appropriate registering authority.
- (k) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years ie., from 2016-17 to 2020-21.
- (l) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (m) Authority to seek references from the Bidder's bankers;
- (n) Information regarding any litigation, current or during the last eight years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (o) The proposed methodology and program of Operation & Maintenance, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of work within the stipulated period of completion
- (p) All the credentials furnished by the bidders towards satisfying the qualification criteria shall be duly certified by a "Notary Public".
- (q) The credentials to meet the qualification criteria for Sl. No :- 4.5 A 2 and 3 below shall be from the Client / Employer. No self - certification will be accepted.
- (r) If the bidder is debarred or banned in Central Government, Department/Undertaking/ organization or any State/ Union territory/ Department Undertaking/ Organisation, the bidder shall submit an affidavit/ declaration about the details and status of such debarment

4.4.1 Bids submitted by a Joint venture (JV) will not be accepted.

A. To qualify for opening of price bid, each bidder should have performed executed the following

S. No.	Description	Minimum required
		Qualification
1	Must have achieved in any one financial year 2016-2017 to 2021-22 Financial Turnover not less than the amount given (Rs.41.03.Lakhs)	100% of the value of the work put to tender = Rs.41.03 Lakhs
2	Should have maintained at least 15000 LED lamps and 1000 numbers of streetlight controllers in Local Bodies / PSU (Public Sector Unit) having experience to handle CCMS (Central Control Monitoring Station)	1 work
3	Should have vehicles with hydraulic ladder for maintaining the street light (owned with valid RC book)	2 Nos.

For item in Sl. No. 2 The experience / performance certificate should be issued by an officer not below the rank of Executive Engineer. If the above required Certificate is not provided, the bidders are not eligible to participate the bid.

- The bids of the contractors, whose previous performance is found to be poor /not satisfactory, will not be taken up for evaluation.
- Financial turnover and cost of completed works of previous years shall be given weight age of 6% per year based on rupee value to bring them to 21-22 price level.
- Bidders shall submit a technical capability of the bidders in handling the assignment. The said proposal shall consist of:
- Detailed work plan describing the work plan for the O&M, Schedule and methodology proposed for operation & maintenance of the Electrical works
- The minimum experience of handling similar work shall be 12 months of similar assignment and incase of additional experience in the field
- Profile of the firm/company-A brief note on the profile of the firm and company and list of personal who has engaged in this assignment

The financial bid of the bidder shall be opened after satisfying the departmental requirements as stated above.

MADURAI CITY MUNICIPAL CORPORATIONSCOPE OFWORK

1. INTRODUCTION

The city of **MADURAI** is spread in an area about 257.04 sq.km with a population of about 16.43 LAKHS according to Census 2001. The total number of Street lights in the Madurai City Municipal Corporation is as follows:

Operation and maintenance of street lights including routine breakdown maintenance and preventive maintenance work

Details of light in ZONE – 5 :

Sl.No	Description	Total No.of Lights
1	20WLED	
2	40WLED	
3	60WLED	
4	90WLED	
5	120WLED	
6	200 WLED	
	Total lights	

S.No	Switch details	Qty
1	Single Phase controllers	
2	Three Phase controllers	
	Total	

2. GEOGRAPHICAL AREA OF THE PROJECT

The Project area covers the **ZONE 5 CORE AREA** of Madurai City Municipal Corporation.

3. FACILITIES TO BE PROVIDED TO THE BIDDER:

The entrepreneur shall be provided all data and technical information regarding the existing street lighting system in the corporation.

4. MAIN OBJECTIVES OF TENDER

- Improve the Operation and Maintenance of Streetlights
- To keep all streetlight sin burning condition hrough out theyear

5. EXPECTATIONS FROM ENTREPRENEUR:

- The entrepreneur is expected to abide by the rules and regulations for streetlighting, labor law or any other relevant law of central/state/Government /TNEB(TANGEDCO) as may be applicable during the project duration and for safety of human life.
- The entrepreneur shall have to comply with the existing as well as future rules and regulations issued for effective streetlighting system.
- The entrepreneur is required to operate and maintain all the existing streetlights implemented under smart city (only Labour) and existing streetlights implemented under other funds which including all LED, its fittings, its drive, its spool and its lights, existing UG cables, existing switch boxes with fuse and existing poles so that there is 100% burning of lights.
- The Entrepreneur has to maintain all the CCMS/ Streetlight controller in the project area, the bidder is responsible for communication of all the controllers, SIM Card cost has to be borne by the bidder. All the materials for CCMS/Streetlight controller has to get from OEM manufacturer only.
- The Entrepreneur has to update the lamp data regularly in the CCMS web software.
- The Entrepreneur has to change the Scheduled ON/OFF time of controllers/timers switch within 24 hours upon instructions from Engineer in charge from corporation officials failing which Rs.1000/- day for each ward will be levied as penalty.
- The entrepreneur is required to do the survey of existing lights, number the poles and Service connections accordingly.

6. DISPUTES

In case of any dispute regarding the agreement and program, the decision of the Commissioner, Madurai City Municipal Corporation will be final. However, if the firm service provider is not satisfied, it may opt for adjudication. Both the parties on mutual consent will appoint the adjudicator and his decisions shall be binding on both.

7. SCOPE OF WORK

Responsibility of ESCO:

- As the ESCO has implemented the energy efficiency measures in Madurai City Municipal Corporation under SMART CITY MISSION. All the Streetlights are under warranty of 1 year. ESCO has to give necessary spares for the rectification of lamps to corporation.

Responsibility of O & M Bidder:

- The O&M Bidder has to provide only necessary manpower and vehicles for the rectification of lamps under SMARTCITY MISSION.
- The O&M Bidder will get the necessary spares from the corporation/ESCO for the rectification of streetlights.
- The O&M Bidder has to provide consumable materials like insulation tapes and necessary wires for the rectification of lamps.
- The entrepreneur is required to operate and maintain all the existing street lights implemented under smartcity (only Labour) and existing streetlights implemented under other funds which including all LED, its fittings and its drives so that there is 100% burning of lights for all the days in a year in burning condition, duly by following regular routine maintenance, breakdown maintenance and preventive maintenance aspects including repairs & replacement works, for all parts & accessories etc. Complete, in the bid documents as detailed.
- In O&M of street lights, all the new materials used to replace the existing materials shall be of the same rating only, i.e. a defective 120W LED should be replaced by only a new 120W LED and not by any other lamp such as a 70W LED.
- The O&M bidder shall replace only LED lamps and shall not use any other type of lamps like SVLs.
- The Entrepreneur has to maintain all the CCMS/ Streetlight controller in the project area, the bidder is responsible for communication of all the controllers, SIM Card cost has to be borne by the bidder. All the materials for CCMS/ Streetlight controller have to get from OEM manufacturer only.
- The Entrepreneur has to update the lamp data regularly in the CCMS web software.
- The Firm is to supply and lay the U.G cables as required by the Madurai City Municipal Corporation. All materials that are supplied should be ISO/ISI certified, the same shall be reimbursed as per the final rate of contract.
- The entrepreneur has to maintain a Control room, help lines and an office for this purpose.
- The firm has to maintain the underground cable/feeder pillar in case of divider poles.
- Firm has to carry out the work without causing inconvenience to the public.

- The successful entrepreneur is to conduct a Survey to find out existing lights, mark the poles and service connections
- The firm has to return any material owned by the Corporation that is removed during the Contract Period.
- The Firm shall, furnish to Madurai City Municipal Corporation a statement containing the list of complaints, along with a short description of the nature and cause of each complaint recorded by the public, Madurai City Municipal Corporation Inspectors and all other complaints recorded at the Complaint Desk of the Contractor and the action taken by the Contractor to rectify each complaint along with the bill

8. One Bid per Bidder

- a. Each bidder shall submit only one bid by himself. A bidder who submits or participates in more than one bid will be disqualified.

9. Cost of Bidding

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

10. Site visit

- a. 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 Electrical. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

11. Content of Bidding Documents

- a. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:
 - i. Invitation for Bids
 - ii. Instruction to Bidders
 - iii. Forms of Bid and Qualification Information
 - v. Conditions of Contract
 - vi. Forms of Securities
 - vii. Bill of Quantities
- b. Of the three sets of the bidding documents supplied, two sets should be completed and returned with the bid.

12. Clarification on Bidding Documents

- a. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by Mail / e-mail / Facsimile at the Employer's address indicated in the Invitation For Bids. The Employer will respond to any request for clarification, which he receives from prospective bidders. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

- b. Pre-bid meeting - Deleted

13. Amendment of Bidding Documents

- a. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- b. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- c. 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 20.2 below.

Preparation of Bids

14. Language of the Bid

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

15. Documents comprising the Bid

- a. The bid submitted by the bidder shall comprise the following:

First Cover

- i. Bid Security;
- ii. Technical Bid
- iii. Qualification Information Form and Documents;
- iv. The Bid (in the format indicated in Forms of bid, Qualification Information and letter of acceptance)

Second Cover

- v. Priced Bill of Quantities;

And any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sl.No. iii and vi of Sub-Clause 8.1 shall be filled in without exception.

The Bids must be accompanied with the prescribed Bid security amount in a separate envelope kept in the Technical bid envelope. The first cover with Bid Security cover and Technical Bid cover shall be written on the cover as —Technical Bid and —Bid Security. The second cover with the Financial Bid shall be written on the cover as —Financial Bid.

- b. Bidders bidding for this Contract together with other Contracts stated in the NIT to form a Package will so indicate in the bid together with any discounts offered for the award of more than one Contract.

16. Bid Prices

- a. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- b. 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 Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the 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.
- c. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- d. The rates and prices quoted by the bidder shall be fixed for the duration of the contract period of twelve months and shall not be subject to adjustment on any account. However, escalation will be provided @ Ten % per annum, for the extended period. If the contract is extended by the Corporation Mutually agreed by the both parties beyond the original contract period of 12months.

4. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in "Indian Rupees"(INR)

15. Bid Validity

Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

16. Bid Security

The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in clause 4 of NIT for this particular work. This bid security shall be in favor of the Commissioner, Madurai Municipal Corporation and may be in one of the following forms:

- Bank draft or Pay Order drawn on any Nationalized/scheduled Bank in favor of The Commissioner, Madurai City municipal Corporation payable at Madurai

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

The Bid Security of unsuccessful bidders will be returned as promptly as possible upon award of contract. Employer shall pay no interest on the bid security.

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

16.1 The Bidders shall summarily rejected if any of the following comes to the notice of the Tender inviting Authority before the issue of LOI.

The Bidder shall Summarily rejected if they have left any work incomplete or have been terminated by any local body or Government institutions.

If the Bidder has failed to complete pay ESI , PF dues in any man power supply contract under any local body or Government institutions.

Non responsive tender/ Rejection of tender.

The bids may not be accepted, if the entrepreneur:-

- a) Offers conditional bids.
- b) Submits in complete tender.
- c) Does not enclose earnest money deposit DD/Bankers/Cheque along with the tender document.
- d) Does not submit the tender on or before the stipulated date and time to the designed tendering authority.
- e) Does not submit the tender in prescribed format of general information and key information.
- f) Does not enclose supporting documents/attachments required for verification.
- g) Does not submit duly signed documents/attachments.
- h) Does not submit Undertaking & Affidavit in prescribed format on appropriate stamp papers.
- i) Experience/ performance certificate of street light maintenance, CCMS, Street light controllers does not submit in the Technical Bid

16.2 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after submission of bid.
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27;

or

- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17. Format and Signing of Bid

The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these Instruction to Bidders, bound with the volume containing the Forms of Bid and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them the original shall prevail.

The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clauses 4.2. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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 the person or persons signing the bid shall initial such corrections.

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.

Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The tender shall be submitted in two (2) parts viz. PART - A and PART - B. Each part shall be placed in an independent sealed envelope. Each part shall be labeled as follow

PART -A : TECHNICAL TENDER ENVELOPE

Contract No. : **E3 / 05887/ 22**

Name of Work: OPERATION AND MAINTENANCE OF ZONE – 5 STREET LIGHTS IN MADURAI CORPORATION FOR ONE YEAR

Due date/time **27.06.2022, 3.00PM**

PART - B : PRICE TENDER ENVELOPE

Contract No. : **E3 / 05887/ 22**

Name of Work: **OPERATION AND MAINTENANCE OF ZONE – 5 STREET LIGHTS IN
MADURAI CORPORATION FOR ONE YEAR**

The contents of each of the two (2) envelopes shall be as described in the subsequent clauses. For all further references, these envelopes will be referred to briefly as:

- Technical Tender Envelope
- Price Tender Envelope
- The envelope containing Part A and the envelope containing Part B shall be placed inside an outer envelope and shall be labeled as follows:

**Tender for : OPERATION AND MAINTENANCE OF ZONE – 5 STREET LIGHTS IN
MADURAI CORPORATION FOR ONE YEAR**

This envelope contains two (2) independent sealed envelopes as follows:

PART-A : Technical Tender Envelope

PART -B : Price Tender Envelope

Contract No. : E3 / 05887/ 22

Due date & time : 27.06.2022, 3.00PM

The envelope shall be addressed to

**The Commissioner,
Madurai City Municipal Corporation,
Madurai**

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

The Technical Tender Envelope shall contain the following in the sequence indicated below. The technical tender shall be submitted in two copies.

- i. Covering letter
- ii. Performance Certificate obtained from the clients as per Qualification Information
- iii. The Bid Security
- iv. Letter of Tender / Contractor's Bid with full signature of the Authorized signatory and Seal
- v. Declaration by the Tenderer that his Tender is without any technical and commercial deviations in the format of the letter enclosed with the Tender.
- vi. Proof of registration of the firm or company under Companies Act should be enclosed.
- vii. Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Tender and all subsequent communication

- viii. Documentary evidence of unambiguous fulfillment of eligibility criteria for Tendering
- ix. Latest Income Tax Clearance Certificate and GST Registration Certificate.
- x. Tender document signed by the authorized signatory.
 - xi. List of equipment available with the bidder for maintenance of the project should be furnished.
 - xii. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - xiii. Information regarding any litigation, current or during the last eight years, in which the Bidder is involved, the parties concerned, and disputed amount;
- xiv. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price
 - xv. Full technical description of the items and services proposed by the Tenderer including makes.
 - xvi. Details of manpower proposed for the Project Management and Site Management including qualification and experience of the personnel.
 - xvii. Work methodology and plan.
 - xviii. Confirmation of performance guarantee in accordance with Clause 34 of ITB of the Conditions of Contract.
 - xix. Confirmation of the commercial terms and conditions. **There shall be no reference to the price**
 - xx. Any other technical details

The "Technical Tender Envelope" shall not contain the following:

- i. Schedule of Prices of the Tender Document constituting the Lump Sum Tender Price.
- ii. Any indication either direct or indirect or implicit or explicit or implied regarding the Tender Price or its break up details or any other related price indication etc. shall be a cause for outright disqualification of the entire Tender.

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

- i. Covering letter
- ii. The Tender Price for the work with each page signed, dated and stamped with the seal of the Firm.

- iii. Apart from the Schedule of Prices and Annexure duly filled in, Tenderers shall not enclose any other documents or statements that influence the price. In such an event the Board shall summarily disqualify the Tenderer and reject the Tender.

The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

The **inner** and **outer** envelopes shall

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

**The Commissioner,
Madurai City Municipal corporation,
Madurai .**

- (b) Bear the following identification:

- Bid for[name of contract]
- Bid Reference No.[insert number]
- Do not open before ... [time and date for bid opening, as per Clause20]

In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause21.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20 Deadline for Submission of the Bids

Bids must be received by the Employer at the address specified above not later than **3.00 PM on**

27.06.2022

In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Modifications and Withdrawal of Bids

Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

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

Modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission before the dead line prescribed in Clause 20.

No bid may be withdrawn after submission of bid.

D. Bid Opening and Evaluation

23. Bid Opening

The Employer will open the technical tender envelope of all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend after 3.00 p.m. on the date and the place specified in Clause 20. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

DELETED

The Bidders' names, Bid modifications and withdrawals, the presence or absence of Bid

security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Bids (and modifications) sent pursuant to Clause 22 that are not opened and read out at bid opening will not be considered for further

evaluation regardless of the circumstances. Withdrawn bids will be returned un-opened to bidders. The Price tender envelope will not be opened on the same day but on another day in the presence of the qualified Tenderers or their authorized representatives. The date and time of opening the Price tender envelope will be advised to the qualified Tenderer in writing.

The Employer shall prepare a tender opening form indicating all the information's disclosed to those present in accordance with Sub-Clause 23.3.

Two cover bidding procedure will be adopted and will be processed as detail below:

Bids (in two covers) must be delivered to the address given below on or before 3.00PM /15.00 Hrs, **Office time on 27.06.2022**. The first cover (Technical Tender envelope) will consist of Bid Security and a Technical Bid in two separate covers without any reference to prices and the second cover (Price Tender envelope) will consists of Price Bid only.

Late Bids and Bids without Bid security will be summarily rejected.

The First cover will be opened in the presence of bidders' representatives who choose to attend at the address given below and office time **at 3.30 p.m.** Following the evaluation procedures by the employer on the bid security and the technical qualification contained in the first cover, the employer will subsequently open the second cover (Price Tender envelope) of the Bidders who meet the minimum acceptable qualification criteria and who has submitted a technically responsive bid. Only the price bids of those bidders whose bids are found technically responsive and acceptable will be opened on the date and time to be intimated later and the price bids will be evaluated.

24. Process to Be Confidential

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

25. Clarification of Bids and contacting the Employer

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing 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 Employer in the evaluation of the Bids in accordance with Clause 27.

Subject to sub-clause 25.1, no Bidder shall contact the Employer 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 additional information to the notice of the Employer, it should do so in writing.

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

26. Examination of Bids and Determination of Responsiveness

Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4.5; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

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

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.

27. Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer 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, lower of the two will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security shall be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid evaluation

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

29. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27; or
- (b) making appropriate adjustments for any other acceptable variations, deviations; and

- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 22.5.

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

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

30. DELETED

E. Award of Contract

31. Award Criteria

Subject to Clause 32, 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.

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

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

The bid shall be summarily rejected if

- i) the bidder is founded to be failed to complete / left out any work as incomplete or have been terminated by any local body or Government organization / Institution.
- ii) the bidder is founded to be failed to pay full / arrears of ESI, EPF dues in any manpower contract executed under any local body or Government organization / Institution.
- iii) the bidder is founded to be debarred or banned in Central Government, Department/Undertaking/ organization or any State/ Union territory/ Department Undertaking/ Organization, the bidder shall submit an affidavit/ declaration about the details and status of such debarment.

33. Notification of Award and Signing of Agreement

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

execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

The Agreement will incorporate all agreements between the Employer and the successful Bidder. On payment of the performance security by the successful bidder, the Employer will issue an unfilled document to the bidder who has to arrange for affixing the special adhesive stamp for a value not less than Rs.20/- and produce it back to the Employer. The Employer will then prepare complete set of document in which the Employer and successful bidder will sign. The exercise should be complete within 15 days from the date of receipt of Letter of Acceptance.

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

34 Performance Security

Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount to be calculated as per Clause 34.5

- i) An irrevocable bank guarantee in the form given in Forms of Securities
- ii) In the shape of NSC/KVP/Post Office Time Deposits valid for the required Contract period and pledged in favour of The commissioner, Madurai municipal corporation and shall have the necessary transfer endorsement of the Post Office.
- iii) Certified cheque/Bank Draft in favour of Madurai City municipal corporation payable at Madurai

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder 's option, by a Nationalized / Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

The value of performance Security to be remitted for O & M shall be 5% of the accepted bid value of O&M

35 Advance Payment and Security

DELETED.

36. Adjudicator

The Employer proposes that **Thiru.**_____be appointed as Adjudicator under the Contract, at a daily fee of Rs..2000/- plus boarding, lodging, travelling expenses at actual. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by The President, Institution of Engineers (Tamilnadu State Center) Chennai at the request of either party.

37. Corrupt or Fraudulent Practices

The Employer requires that Bidders observe the highest standard of ethics during the evaluation 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 evaluation process or in contract execution; and
- (ii) —fraudulent practice means a misrepresentation of facts in order to influence the evaluation process or the execution of a contract to the detriment of the Employer 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 Employer of the benefits of free and open competition.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

Furthermore, Bidders shall be aware of the provision stated in the sub-clause 59.2 of the Conditions of Contract.

3. FORMS OF BID AND QUALIFICATIONINFORMATION

Table of Forms:

- CONTRACTOR'S BID
- QUALIFICATIONINFORMATION
- NOTICE TO PROCEED WITH THEWORK
- AGREEMENTFORM

Contractor's Bid

Description of Works : OPERATION AND MAINTENANCE OF ZONE – 5
STREET LIGHTS IN MADURAI CORPORATION FOR
ONE YEAR

Contract No : **E3 / 05887/ 22**

To Address : The Commissioner
Madurai City Municipal Corporation
Madurai

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price stated in the Financial Bid.

We accept the appointment of **Thiru.**_____as the Adjudicator.(OR)

We do not accept the appointment of _____as the Adjudicator and propose instead that
_____be appointed as Adjudicator whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, —Prevention of Corruption Act, 1988).

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity

(if none, state —nonell)		

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our current income tax and sales tax clearance certificates.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:

Name of Bidder : _____
Address : _____

Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of pre-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder [Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid
[Attach]

Annual financial turnover achieved in the last five years.
(in Rs.Crores)

Sl. No.	Year	Financial turnover (Rs. in Lakhs) *
1	2016-2017	
2	2017-2018	
3	2018-2019	
4	2019-2020	
5	2020-2021	

- Attach a Certificate from Chartered Accountant along with Audited BalanceSheet.

1.2.1. NETWORTH

DELETED

Works performed by the Bidder as prime contractor on works of a single Contract during the period from 2016-17 to 2020-21 as detailed below:-

Project Name	Name of the Employer *	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay, if any and work completed

* Enclose certificate(s) from Engineer(s)- in- charge.

(a) Similar nature of work executed by the Bidder as Prime Contractor (in the same name and style) during the period from. (2016-17 to 2020-21)

Sl.No.	Contract No. and Name of the Project	Description of the work	Name of the employer with full address	Value of the contract(Rs. In lakhs)	Date of issue of work order and stipulated period of completion	Actual date of completion	Reason for the delay, if any in completing the project

@ The item of Work for which data is requested should fully satisfy with that specified in ITB clause 4.5

*Enclose certificate(s) from Engineer(s) - in -charge.

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

A) Existing commitments and on-going works

Sl. No.	Contract no. and Name of the Project	Description of work	Name of the Employer with full address	Value of the contract (Rs. In lakhs)	Date of issue of work order and stipulated period of completion	Value of works remaining to be completed (Rs. In lakhs)	Anticipated date of completion

B) Works for which Bids already submitted.

Description of work (1)	Place and State (2)	Name & Address of Employer (3)	Estimated Value of works (Rs. Lakhs) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)

Qualification and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-clause 4.3 (e) and 4.5 (B) (b) of Instructions to Bidders and sub clause 9.1 of Conditions of Contract.

Position	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
	As Described in the SCC Clause 5,			

Note: One Electrical Engineer in item above should possess—CII Certificate issued by _____.

Proposed subcontracts and firms involved. (Refer ITB Clause 4.3(j))

Sections of the works	Value of subcontract	Subcontractor (name and address)	Experience in similar Work

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

Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents. (Sample format enclosed)

Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing present status

DELETED

Proposed work method and schedule.

2.0 **DELETED**

ADDITIONAL REQUIREMENTS

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

BANK CERTIFICATE

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

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

Tenderer

DECLARATION BY BIDDER

This is to certify that the firmis not debarred/ blacklisted in Central Government, Department/Undertaking/ organization or any State/ Union territory/ Department Undertaking/ Organisation except for the following:

Seal

Signature of the bidder

LETTER OF ACCEPTANCE

To,

.....
.....

.....
.....

Sir,

SUB:

Ref:

This is to notify you that your bid dated for **Operation and Maintenance of ZONE – 5 Street Lights in Madurai Corporation for one year** for the accepted contract amount of Rs. (including GST) as corrected and modified in accordance with the instruction to bidders is hereby accepted by Madurai Corporation.

You are requested to furnish Performance Security within 28 days for the value of Rs..... crore which should be valid upto.....In accordance with the conditions of the contract, using for that purpose the Performance Security Form.

The receipt of this LOA may be acknowledged immediately.

**Commissioner/Special Officer
Madurai City Municipal Corporation**

Bidders should provide any additional information required to fulfill the requirements of clause 4 of the Instruction to Bidders, if applicable.

**Issue of Notice to proceed with the work
(Letterhead of the Employer)**

_____(Date)

To

_____(Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract for the Work of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

Agreement Form

This agreement, made the _____ day of _____ year _____,
, Between Madurai Municipal Corporation and [name and address of Employer] (hereinafter called —the Employer) and _____
_____[name and address of contractor] (herein after called —the Contractor or of the other part).

Whereas the Employer is desirous that the Contractor execute the **Operation and Maintenance of ZONE – 5 Street Lights in Madurai Corporation for one year**

Contract No: **E3/Est.No.05887 /2022** , (hereinafter called—the Works) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Instruction to Bidders(ITB)
 - iii) Notice to proceed with the works;
 - iv) Contractor 's Bid;
 - v) Conditions Of Contract (General and Special);
 - vi) Specifications (General and Special)

- vii) Bill of Quantities; and
- viii) Any other document such as replies to queries , clarification issued by the department and such confirmation given by the bidder which are accepted by the board and all the Addendum issued as forming part of the contract.
- ix) Safety and preventive measures and digest of labour laws
- x) Instruction to bidders

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

The Common Seal of

was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

4. CONDITIONS OF CONTRACT

Conditions of Contract		Table of Contents	
A. General	Page No.	C. Quality Control	page.No
1. Definitions		30. Identifying Defects	
2. Interpretation		31. Tests	
3. Language and Law		32. Correction of Defects	
4. Engineer's Decisions		33. Uncorrected Defects	
5. Delegation			
6. Communications			
7. Subcontracting			
8. Other Contractors			
9. Personnel			
10. Employer's & Contractors' Risks			
11. Employers' Risks			
12. Contractors' Risks			
13. Insurance			
14. Site Investigation Reports			
15. Contractor to Construct the Works			
16. The works to be completed by the Intended Completion Date			
17. Approval by the Engineer			
18. Safety			
19. Discoveries			
20. Possession of the Site			
21. Access to site			
22. Instructions			
23. Disputes			
24. Procedure for Disputes			
25. Replacement of Adjudicator			
B. Time Control			
26. Extension of the Intended Completion Date			
27. Delays Ordered by the Engineer			
28. Management Meetings			
29. Early Warning			
		D. Cost Control	
		34. Bill of Materials	
		35. Changes in the Quantities	
		36. Variations	
		37. Payments for Variations	
		38. Cash Flow Forecasts	
		39. Payment Certificates	
		40. Payments	
		41. Tax	
		42. Currencies	
		43. Price Adjustments	
		44. Retention	
		45. Securities	
		46. Cost of Repairs	
		E. Finishing the Contract	
		47. Completion	
		48. Taking Over	
		49. Final Account	
		50. Operating and Maintenance Manuals	
		51. Termination	
		52. Payment upon Termination	
		53. Property	
		54. Release from Performance	
		F. Contract Data	

Conditions of Contract

A. General

1. Definitions

Terms, which are defined in the **Special Conditions of Contract**, though not defined in the Conditions of Contract, keep their defined meanings. Capital initials are used to identify defined terms.

The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Special Conditions of Contract.

Bill of Quantities means the priced and completed Bill of Quantities to be submitted by the Bidder.

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

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

The Special Conditions of Contract defines the documents and other information, which comprise the Contract.

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 named in the Special Conditions of Contract and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

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

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

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

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

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

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

The Site is the area defined as such in the Special Conditions of Contract.

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 to be submitted by the Bidder and any modification or addition made or approved by the Engineer.

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

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

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

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Special Conditions of Contract.

2. Interpretation

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 Engineer will provide instructions clarifying queries about the Conditions of Contract.

If sectional completion is specified in the Special Conditions of Contract, 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).

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

- (1) Agreement
- (2) Invitation for Bids(IFB)

- (3) Instruction To Bidders(ITB)
- (4) Letter of Acceptance, Notice to proceed with the works
- (5) Contractor's Bid
- (6) Conditions of Contract (General and Special)
- (7) Specifications (General and Special)
- (8) Bill of Quantities and
- (9) Any other document listed replies to queries, clarification issued by the department and such confirmation given by the Bidder which are accepted by the Board and all the Addendum issued as forming part of the Contract.
- (10) Safety and preventive measures and digest of Labour Laws (**Madurai municipal corporation**)

3. Language and Law

- The language of the Contract and the law governing the Contract are stated in the ITB.

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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. Subcontracting

The Contractor may subcontract with the approval of the Engineer but shall not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

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 as referred to in the Special Conditions of Contract, 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.

9. Personnel

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Special Conditions of Contract to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

If the Engineer 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.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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 Employer's country, 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.

12. Contractor's Risks

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 responsibilities of the Contractor.

13. Insurance

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

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Material and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and

recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

14. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Special Conditions of Contract, supplemented by any information available to the Bidder.

15. Contractor to Construct the Works

The Contractor shall Operate & Maintain the Electrical works in accordance with the Specification.

The basic centerlines, reference points and benchmarks will be fixed by Employer.

The Contractor shall establish at his cost, at suitable points, additional reference lines, benchmarks as may be necessary. The Contractor shall remain responsible for the sufficiency and accuracy of all his benchmarks and reference lines. He shall take precautions to see that the lines, points and benchmarks fixed by Employer are not disturbed by his work and shall make good any such damage.

16. The Works to Be Completed by the Intended Completion Date

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

17. Approval by the Engineer

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

The Contractor shall be responsible for design of Temporary Works.

The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

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

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

18. Safety

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

19. Discoveries

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

20. Possession of the Site

The Employer will give possession of all parts of the Site to the Contractor. However, if possession of a part is not given by the date stated in the Special Conditions of Contract it cannot be taken as a reason for delay in start of the relevant activities and it will not be considered a Compensation Event.

21. Access to the Site

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

22. Instructions

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

23. Disputes

If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

24 Procedure for Resolving Disputes

The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

The Adjudicator shall be paid daily at the rate specified in the Special Conditions of Contract together with reimbursable expenses of the types specified in the Special Conditions of Contract and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

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

25. Replacement of Adjudicator

Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Instruction to Bidders at the request of either party, within 14 days of receipt of such request.

B. Time Control

26. Extension of the Intended Completion Date

The Engineer shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work.

The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Delays Ordered by the Engineer

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings

Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

29. Early Warning

The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay in the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

B. Quality Control

30 Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

31. Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

All pipes, specials, electrical and mechanical items shall be subjected to Third Party inspection at the cost of Employer. The Contractor shall provide all necessary details such as manufacturer's/supplier's address and location of the manufacturing site well in advance to the Employer for such purpose.

32. Correction of Defects

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Special Conditions of Contract-Part-6. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

33. Uncorrected Defects

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

C. Cost Control

34. Bill of Quantities

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

35. Changes in the Quantities

If the final quantity of the work done, differs from the quantity in the Bill of Quantities for the particular item the payment will be made as per actual quantity executed..

36. Variations

All Variations shall be included in updated Programs produced by the Contractor.

37. Payments for Variations

The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

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

38. Cash flow forecasts

When the Program is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

39. Payment Certificates

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

Payments will be made to the Contractor under the certificates to be issued at reasonably frequent intervals by the Engineer. Based on the certificate of the Engineer, an intermediate payment will be made by the Engineer of a sum equal to 95 percent of the value of work subject to the conditions deducting all dues towards recovery of

advances, interests, fines etc., as per terms of contract and for the cost of materials, if issued, at the term stipulated in the agreement. The balance of 5 percent will be withheld as Retention Money and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Engineer on the completion of the entire works, the Contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the Contract except performance security and Retention money equal to 2.5% of the total value of the work done provided there is no recovery or forfeiture. No certificate of the Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the Contractor from his liability to make good defects as provided by the contract. The Contractor when applying for a certificate shall prepare a sufficiently detailed bill based on the original figures or quantities and rates in the Bill of Quantities to the satisfaction of the Engineer to check the claim and issue the certificate. The certificates as such of the claims mentioned in the application as are allowed by the Engineer shall be issued within fourteen days of the applications. No application for a certificate shall be made within fourteen days of a previous application.

The Engineer shall determine the value of work executed.

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

The value of work executed shall include the valuation of Variation.

The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

If for any reason, the Contractor or his authorised agent is not available and/or the work is suspended by Employer, recording of measurements will be done by Employer without the presence of the Contractor or his authorised representatives and the Employer shall not entertain any claim from the Contractor for any loss on this account. If the Contractor or his authorised agent or representative does not remain present at the time of such measurements, after the Contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the Contractor.

Payment for the work done by the Contractor will be based on measurements recorded at various stages of the Work. The Contractor or his authorised agent, or representative shall be present at the time of recording of each set of measurements and sign the measurement book or level/field book in token of their acceptance.

40. Payments

Payments shall be adjusted for deductions for advance payments, retention and other recoveries in terms of the contract and deduction at source of taxes as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer.

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

Payment will be made by the Employer as indicated in the Special Conditions of Contract-Financial provisions

41. Tax

The rates quoted by the Contractor shall be **deemed to be inclusive of the sales, services, Value Added Tax and other taxes and duties etc** that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any statutory variations in duties/taxes, which takes effect from a date subsequent to the due date for receipt of tender, shall be to Madurai corporation account.

If any refund is received by the contractor in respect of duties or taxes with regard to this Operation & Maintenance work (for materials and services) such a refund should be passed on fully to **Madurai municipal corporation**. To this effect the contractor shall furnish a certificate along with each bill.

42. Currencies

All payments shall be made in Indian Rupees.

43. PRICEADJUSTMENTS

Price adjustment is not applicable under any circumstances for the contract period since this is a fixed price contract. However, escalation will be provided @ 4% per annum for the extended period if the contract is extended by the Board beyond the original contract period.

44. Retention

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

2.50 % of the total value of the Works executed by the Contractor less deduction if any will be paid to the Contractor along with the final bill.

Any recovery advised by the Employer shall be recovered from any bill or money retained from this Contract.

45. Securities

Performance security shall be furnished within 14 days from the date of issue of Letter Of Acceptance. In case of failure of the Contractor to furnish the required performance security for O & M Contract within the stipulated time, Employer shall encash the Bid Security furnished at the time of submission of bid. The performance security for O & M Contract shall be valid until 6 months from the date of handing over the works to the Employer on completion of O & M period

46. Cost of Repairs

During the O & M period, the minor repairs to be attended immediately by the Contractor. Also the spares as per Bill Of Quantities should be replaced as and when required within 3 days from the date of issue of notice to attend the defects failing which the defects will be rectified by engaging other agencies at any cost and that cost will be recovered from the Contractor's money available with the employer and the balance alone will be paid when it is due.

D. Finishing the Contract

47. Completion

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

48. Taking Over

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion of Operation & Maintenance work.

49. Final Account

The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

50. "As Built" Drawings / O&M Manuals

If up dated O&M Manuals are required, the Contractor shall supply them by the dates stated in the Clause -5 of Technical Specifications.

If the Contractor does not supply the manuals by the dates, or they do not receive the Engineer's approval, the Engineer shall withhold the amount of Rs.10, 000/- from payments due to the Contractor.

51. Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract by giving seven days notice.

Fundamental breaches of Contract include, but shall not be limited to the following:
the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (a) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (b) the Contractor does not maintain a security which is required;
- (c) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Special Conditions of Contract; and
- (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
- (e) Failure of the contractor to achieve two successive milestones.

For the purpose of this paragraph:—corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution. —Fraudulent practice means a misrepresentation of facts in order to influence a evaluation process or the execution of a contract to the detriment of the Employer, 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 Employer of the benefits of free and open competition.

When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

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.

52. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less 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.

Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

53. Property

61.1 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.

54. Release from Performance

54. 1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

OPERATION AND MAINTENANCE OF LED STREET LIGHTS

1. THE TASKS AND TERMS AND CONDITIONS WITH RESPECT TO OPERATION & MAINTENANCE OF STREETLIGHTS

Period of Contract:

The operation and maintenance of street lights will be the responsibility of the private Service Provider for the entire period of contract from date of handing over. The Operation & Maintenance responsibility includes preventive maintenance, routine maintenance & break-down maintenance, the details of these maintenance works to be undertaken on part of the private service provider is given in the Scope of Work. The action period of contract will be for Three years from the start date.

Time of Attendance of O&M repairs and replacement:

The private service provider shall attend to the repair and replacement of existing streetlights within the specified time, i.e. within 48 hours on receipt of the complaint. He should devise a system of communication acceptable to the Employer and ensure continuous liaison.

Possession of attendance vehicles:

The private service provider should possess the required vehicles fixed with ladder for transport of men and material to attend repairs and maintenance of RC books in case of own vehicles or Lease agreement in case of hired vehicles should be attached along with the tender.

In case, if the corporation is having Lift make Equipment (ie) street light ladder vehicle be on hire, the same can be hired by the Private Service provider. The hire charges as fixed by the employer will be recovered from the private service provider at the time of monthly payment. The hire charges (excluding fuel charges, driver's salary) will be recovered from the private service provider as follows:

- | | |
|---------------------------------|-------------------|
| a. LMV mounted with ladder | - Rs.400 per day |
| b. Jeep mounted with Sky lifter | - Rs.2000 per day |
| c. Manual operated ladder | - Rs.50 per day |

2. PRIVATE SERVICE PROVIDERS' OFFICE

Location of office with modern communication facilities:

The private service providers should establish an office with telephone and Computer system with UPS and modern arrangements at a convenient location with proper storing facilities so as to carry out approved tasks effectively. He should maintain a complaint register in his office and zonal offices/wards and unit offices.

Maintenance of master register for poles:

The private service provider shall prepare ward-wise master register comprising of pole number, type of fitting, area and cost of lights, list of parts replaced on repairs, date of replacement and average cost of replacement of lights in the pole, etc..

Maintenance of FAULT Register:

The private service provider shall maintain a FAULT register in his office indicating EB faults or other faults, which attribute to the breaking of lighting service to public including jumper faults and section faults

3. TOOLS

The private service provider should provide the necessary tools as listed below to each batch of wiremen and helpers as listed below:

1. Waist rope
2. Cutting Player
3. Tester
4. Screwdriver
5. Raincoat
6. Hand Gloves
7. Hammer
8. Spanner Set (or) Monkey Spanner

4. Replacing of Wires running from switch box to the lamps:

The wires running from the Switch box to the lamps shall be replaced by the Bidder at his cost.

5. ADDITIONAL RESPONSIBILITIES OF PRIVATE SERVICE PROVIDER

Attendance of non-burning lights:

The private service providers shall make necessary arrangements to collect the list of non-burning lights from Zonal Offices/wards and Unit offices at 8:00 AM daily. He should

also corroborate the entries in the complaint register maintained in his office and attend to all rectification works within 48 hours of the registration of complaints. The employers reserve the right to see the rectification reports monthwise.

Switching ON & OFF of Streetlights

Currently, Madurai City Municipal Corporation has installed the web based streetlight controller for ON/OFF of switch points under smart city. The switching ON and OFF of the streetlights shall be carried out by O&M contractor. Wherever new switches have been erected the O&M contractor is responsible to install new streetlight controller for ON & OFF the Street lights and the charges shall be claimed as per the final rate of contract.

5.2. Non Burning due to some fault in Controller Unit

If the street lights are not burning because of the Controller unit, then an SMS will be sent to the control room maintained by the ESCO and the same will be sent to the mobile phone of the O&M contractor personnel directly. If there is a problem in the Controller unit, all the streetlights connected to that unit will switch off. Also, in some cases, due to overloading, cable faults and due to short circuit, the controller unit will trip and the lights will be switched off. The O&M Contractor shall be responsible to rectify all the complaints so received within a period of 48 hours and failing to do so penalty will be levied. The O&M Contractor is responsible for the SIM card cost in the controller; the contractor has to maintain the communication of controller device not less than 98%.

Both the ESCO and O&M Contractor should maintain a Streetlights complaint call centre to receive streetlight complaints. The complaints received by both the Contractors will register in the complaints logbook and the same should be immediately communicated to the O&M Contractor. The complaints received shall be rectified within a period of 48 hours. All the log books should be maintained in the computer and should be sent to Corporation daily by e-mail. The O&M Contractor shall rectify all the complaints related to controller.

DUTIES OF SUPERVISOR OF PRIVATE SERVICE PROVIDER

The Supervisor should co-ordinate with the corporation as also with the staff of the Private Service Provider and TNEB. The supervisor should make necessary arrangements to get the complaints rectified through the subordinate based on his previous day area visit and also based on the complaints directly received from the Public. For this purpose, total area of the city/town will be divided in circles/zones in consultation with the ULB. They should go around the area in the evening whether all the lights are in burning condition. They should

verify the entries by the wiremen / helpers for its correctness. Supervisors are the men responsible to contact and coordinate with TNEB office for transformer switching ON and OFF arrangement while attending the fault in the area and make appropriate entries in the fault register on attendance off aults.

6. REQUIREMENT OF EMPLOYEES & QUALIFICATION

The private service provider shall organize minimum manpower as described below:

Designation	Nos.	Qualification
Manager	1 No	Adequate experience in administration and field
Lighting superintendent / Supervisor	1 No	Diploma in Electrical Engineering, Mechanical Engineering/ITI with 5 years adequate experience in this field
1) Wiremen	1 No for every 1800 lamps	ITI with 1 Year experience
2) Helper	1 No for every 1800 lamps	ITI or Certificate with one Year Experience in
Operator	1 No	+2 passed with work Experience

PRIVATE SERVICE PROVIDER – RISK

All risks of loss or damage of physical property and of personal injury and death which arises during and in consequences of the performance of the contract, will be at the responsibility of the private Service Provider. The employer shall not be held responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the period of contract and they shall be covered by an adequate insurance by Private Service Provider.

7. PRIVATE SERVICE PROVIDER RESPONSIBLE FOR HIS

ESTABLISHMENT The employer has nothing to do with the establishment of Private Service

Provider and the private Service Provider is solely responsible for all matters connected with his establishment

8. INSURANCE

The Employer has nothing to do with the establishment of Private Service Provider and the private service provider is solely responsible for all matters connected with his establishment.

9. COMPLIANCE TO ACTS & RULES OF OTHER DEPARTMENTS

All the works shall be done in accordance with Indian Electricity Act and Rules and also as per TNEB regulations as amended from time to time.

10. IDENTITY CARD FOR EMPLOYEES

Identification Cards shall be provided to the employees of private service provider jointly signed by the employer or his authorized officer and the Service provider. A stamp size photo should be affixed in the identity card. The employees should be instructed to wear the identity card while on duty.

11. RESPONSIBILITY FOR REGULAR INSPECTION

The private service provider shall be responsible for regular inspection and proper daily maintenance of street lights in the areas assigned to them, including preventive maintenance, routine and breakdown maintenance works inclusive of all repairs and replacements.

12. TIME FOR ATTENDING COMPLAINTS AND PENALTIES FOR DEFAULT

The O&M Contractor shall maintain details of complaints received, time and date of receipt and rectification of fault. The O&M Contractor shall replace the lamps or rectify the defect/fault within 48 hours of complaint received.

In case if he

fails to comply with the above, the penalty will be levied as follows:

1. All LED lights – Rs.25/Light/Day

For the above penalty to be levied, a complaint should have been unresolved by the O&M contractor for more than 48 hours and such non-burning lights need to be listed pole-wise.

The O&M Contractor shall maintain details of all complaints received, time and date of receipt and rectification of fault.

The O&M Contractor should keep a minimum of 98% of the lights in burning condition. If he fails to do so, the Madurai City Municipal Corporation will levy penalty on the monthly bill. The Madurai City Municipal Corporation will estimate the average non-burning percentage equal to $(98\% - \text{actual burning}\%)$ percentage and the same will be deducted from the O&M

contractor's monthly bill. For the above penalty to be levied, the Madurai City Municipal Corporation will not furnish pole-wise details of non-burning lights.

It is empirical that the O&M contractor shall inform the Madurai City Municipal Corporation of any changes in lamp type or of any additional lamps that may be installed in existing service connections or if any lamps are removed from the existing service connections. For all new lamps and lamps of different wattage that the O&M contractor installs, it is mandatory that the O&M contractor gives prior notification to the Madurai City Municipal Corporation.

13. JUMPER FAULT/UG Cable fault

All Jumper Section and UG cable faults shall be rectified with the assistance of TNEB for which the Contractor is exempted from Penalty only when produced the Certificate from EBAE/ADA at the discretion of Commissioner, Madurai City Municipal Corporation.

14. MAINTAINING POLES AND FITTINGS

Numbering: All the poles with light fittings should be numbered before taking over by the private service provider with ward no and pole no. All fittings should also be numbered when dismantled for fault rectification.

Frequency of Joint Inspection:

The joint inspection job includes among other activities, periodic inspection by staff of Private Service Provider along with corporation staff, in such a way that every light is inspected once in 30 days minimum whether it is burning or not.

Maintenance work during windy/rainy seasons:

Special attention during rainy/windy seasons should be given to replace defective lights or rectify loose contacts in wiring and fitting/ fixtures.

Repositioning of arms:

It is the duty of the private service provider to position the lamp arms and fitting whenever it is dislocated due to winds or rains or due to other reasons. Lamp glass should be cleaned periodically to remove accumulated dust, if any.

Maintaining pedestals:

Broken / Damaged cement concrete footings and pedestals shall be repaired and all pedestals of the poles shall be painted in Yellow and Black band at least once in a Year.

M.S. Tubular poles:

The private operator shall provide aluminum paint to tubular M.S. poles including the bracket and to the supporting angle of the bracket at least once in two years. The right to advertise in the lamp posts is solely vested with the corporation. All registers should be maintained as to when each pole was painted.

Removal of bushes, thorns, herbs, etc

Growth of bushes/herbs shall not be allowed in and around the street poles. The private service provider should maintain the street light poles by removing threads, banners and pruning of tree branches around the fittings for uninterrupted illumination as and when required.

Maintenance to be done throughout the year

The private service provider is responsible for the upkeep of the street lights on all days throughout the year including holidays.

The private service provider shall not stop operation and maintenance of street lights as part of any agitation, strike, etc. Being an essential service, stringent criminal action shall be taken against the Private Service provider for any such act. His contract will be liable to be terminated and performance security and other deposits are liable to be forfeited in case of default/lapse in proper maintenance of street lights.

15. Free Maintenance of Website

Madurai City Municipal Corporation has a state-of-the-art website on street light maintenance. The Service Provider shall attend to all complaints received through the website and also update the website in consultation with corporation officials. Private Service Provider may maintain a separate website at his own cost during the Period of Contract, if he wishes so.

16. Maintenance of Quality Standards in Materials supplied by the Contractor

The private Service Provider shall use only approved ISI/ISO quality spares, fittings, lamps, chokes, capacitors and materials.

17. Loss due to riot etc:

Private Service Provider will not be held responsible for missing luminaries (Street light fittings) on account of riot, vandalism, etc.

18. Maintenance of new street lights installed within the contract period

All new street lights installed in this corporation or by any other Contractor within the contract period of 1 years will have to be maintained by the Private Service Provider under the same conditions as the other street lights until the end of the contract period.

19. Occurrences beyond control of private service provider

In an unlikely case of mass fusing out of lamps / burning out of SV lamps or any other associated accessories in the circuit for reasons attributable to short circuit of any other system failure which is beyond the control of Private Service Provider, he shall not be held responsible.

20. Termination in case of breach of contract

In case of any breach of contract by the private Service provider, the Employer reserves the right to cancel/ terminate this contract with 2 months notice. The maintenance work for the left out period shall be taken up by the corporation through any other agency at the original contractor's risk and cost.

21. Bidders to work only in the area allotted

The private Operator should not undertake, suo motto, any work in any other area which is not included in the operation & maintenance contract, without prior permission from the Employer.

22. Dispute redressal mechanism

For any dispute arising out of this contract, the Dispute Redressal Mechanism shall be as per Clause 26 under Condition of Contract.

23. ADHERANCE TO TNEB/CEA/CORPORATION/LABOR ACTS/RULES

The private service providers should adhere to the provisions of Acts/Rules of

TNEB/CEA/ CORPORATION /Labor Laws/Acts/Rules in force, as of date, without fail.

24. COMPLIANCE TO ACTS & RULES OF OTHER DEPARTMENTS

All the works shall be done in accordance with Indian Electricity Act and Rules and also as per TNEB regulations as amended from time to time.

25. PAYMENT

The payment against the inspected goods shall be payable to the Firm within 30 days from the date of receipt of Goods in the concerned Stores of the corporation.

26. IDENTITY CARD FOR EMPLOYEES

Identification Cards shall be provided to the employees of private service provider jointly signed by the employer or his authorized officer and the Service provider. A stamp size photo should be affixed in the identity card. The employees should be instructed to wear the Identity card with uniforms while on duty.

27. SPECIAL CONDITIONS

1. Purchase certificate for Choke, Wire/cables, Igniter, and ballast should be produced and samples should be checked randomly by the departmental officers in periodically before passing the payment.
2. Bidder should provide copper Cables as per EB Rules and norms for all UG Service and overhead lines.
3. All wiring works from pole to switch, switch to bulb and over head main should be executed by the O&M contractor.
4. The Bidder should supply and erect timer switch for ON and OFF the new lighting Service Connections whenever the corporation requires.

ADDITIONAL CONDITIONS FOR SUPPLY AND ERECTION OF NEW LIGHTS IN EXISTING POLES

28. THE TASKS AND TERMS AND CONDITIONS WITH RESPECT TO SUPPLY AND ERECTION OF NEW LIGHTS

Period of Contract:

The supply and erection of new street lights, light fittings, will be the responsibility of the

private Service Provider for those items to be supplied by it against the work order issued to it by the corporation during the entire period of contract from date of handing over. The action period of contract will be for Three years from the start date. The Madurai City Municipal Corporation reserves the right to purchase the new lights, light fittings, from the Private Service Provider or from any other Contractor as and when required by it.

Issue of Work Order for each batch

The private Service provider will be issued a Work order by the corporation for each batch in which the required number and type of lamp fittings will be specified. The private service provider shall supply and erect the lights only as replacement for lights that are damaged due to accidents/natural calamities/etc. The rates for each Work Order will be calculated on the basis of the rates quoted in the tender.

Delivery Time

The private service provider will be issued a separate work Order for the Supply and Erection of new lamp fittings, etc. for each batch. The Service Provider shall deliver the items in the Work order within 30 days from the date of issue of Work Order to the Stores of the corporation.

Erection

The items of supply after delivery to the Stores of the corporation will be inspected by the concerned officials of the corporation. After inspection, the lamp fittings have to be erected by the Private Service Provider in the lamp posts as instructed by the corporation. The Erection Charges have to be borne by the Private Service Provider and hence, the bidder is requested to include all costs before bidding. No extra cost will be given by the corporation.

Guarantee Period

The goods supplied other than LED fittings by the Private Service Provider shall be guaranteed by the Firm for the period of 1 Year from the date of Supply of the goods.

29. Maintenance of Quality Standards in Materials supplied by the

Contractor The private Service Provider shall use only approved ISI/ISO quality spares, fittings, lamps, chokes, capacitors and materials

**ADDITIONAL CONDITIONS OF
CONTRACT**

ADDITIONAL CONDITIONS OF CONTRACT

1. Labour:

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

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require. Salient Features of Some Major Labour Laws applicable to Establishments engaged in Building and Other Construction Work:

- a) Workmen Compensation Act 1923:
- b) Payment of Gratuity Act 1972:
- c) Employees P.F. and Miscellaneous Provision Act 1952:
- d) Maternity Benefit Act 1951:
- e) Contract Labour (Regulation & Abolition) Act 1970:
- f) Minimum Wages Act 1948:
- g) Payment of Wages Act 1936:
- h) Equal Remuneration Act 1979:
- i) Payment of Bonus Act 1965:
- j) Industrial Disputes Act 1947:
- k) Industrial Employment (Standing Orders) Act 1946:
- l) Trade Unions Act 1926:
- m) Child Labour (Prohibition & Regulation) Act 1986:
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:
- o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996)
- p) Factories Act 1948:

2. Arbitration (GCC Clause 18.3)

The procedure for arbitration will be as follows:

- a) In case of Dispute or difference arising between the Employer and a domestic disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators - one each to be appointed by the Employer and the Contractor and the third Arbitrator shall be chosen

by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and

(b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/ The International Centre for Alternative Dispute Resolution (India), both in case of the Foreign Contractors as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative

Dispute Resolution (India) making such an appointment shall be furnished to each of the parties.

c) Arbitration proceedings shall be held at Madurai City in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

e) Where the value of the contract is Rs. 50 millions and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

FORMS OF FORMATS

Forms of Formats IS
Formats Ward No

Format–A Master Register

S. No.	Street Name	1x15w LED	1x20wLED	1x40wLED

List of Non-burning Lights

Date of Survey: Name of Person:

Format–B

Sl. No.	Name of Street	Ward No.	Pole No.	Nature of Existing Light	Nature of Repair	

Format –

CList of Materials Replaced from Poles

Sl. No.	Name of Street	Ward No.	Material Received from Poles	From Pole No.	Signature of Person Returning of ULB Staff	Remaining

The above details were checked in field and found correct.

Necessary deductions made in the bill of quantities towards the salvage value.

AE/JE/Corporation

Authorized Signatory

‘A’ schedule

"A" Schedule

Name of Work : Operation and Maintenance of ZONE – 5 Street Lights in Madurai Corporation for one year.

Ref. No. : E3 / 05887/ 22

Sl. No	Qty		Details of Work	Per		Rate (Figure in Words)
1	3904.00	No	Operation and Maintenance for 20W LED per annum	1	No	
2	515.00	No	Operation and Maintenance for 40W LED per annum	1	No	
3	103.00	No	Operation and Maintenance for 60W LED per annum	1	No	
4	422.00	No	Operation and Maintenance for 90W LED per annum	1	No	
5	201.00	No	Operation and Maintenance for 120W LED per annum	1	No	

Sl. No	Qty		Details of Work	Per		Rate (Figure in Words)
6	41.00	No	Operation and Maintenance for 200W LED per annum	1	No	
7	330.00	No	Operation and Maintenance of 1 HP street light controller per annum	1	No	
8	1.00	No	Operation and Maintenance of 3 HP street light controller per annum	1	No	
9	89.00	No	Operation and Maintenance of Manual switches for street light per annum	1	No	
GST 12%						

Challan No. :

Mobile No:

Contractor Class & Registration No:

Address :

Contractor's Signature