

# AHMEDABAD MUNICIPAL CORPORATION

MAHANAGAR SEVA SADAN – CENTRAL ZONE



-- AUTHORITY --

DY. MUNICIPAL COMMISSIONER (CENTRAL ZONE)  
"Central Zone Zonal Office", B – Wing, Sardar Patel Bhavan,  
Danapith, Ahmedabad-380001.

Web site: [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) Email: [info@ahmedabadcity.gov.in](mailto:info@ahmedabadcity.gov.in)

TENDER NOTICE No.— 01/ 2026-27 / CENTRAL ZONE

**Name of work:** મધ્યઝોન જામલપુર વોર્ડના રાયખડ , મીરઝાપુર તથા જુના જામલપુર વિસ્તારના રોડ સ્ટોર ખાતે તથા ડ્રેનેજ મેન્ટેનન્સ ની રોજ બરોજ ની આવતી ફરીયાદોના નિકાલ માટે કડીયા, મજુરો, તથા છોટા હાથી ટાઈપ વ્હીકલ સપ્લાય કરવાના કામ. (એ.આર.સી.)

## BID DOCUMENT

**Tender Invited on Behalf of AMC, Central Zone.**

Assistant Manager, Central Zone,  
Central Zone Zonal Office", B – Wing,  
Third Floor, Sardar Patel Bhavan,  
Danapith, Ahmedabad-380001.

**AHMEDABAD MUNICIPAL CORPORATION****Notice inviting Tender**

Competent authority on behalf of Municipal Commissioner of A.M.C. invites percentage rate sealed tenders from interested contractors for the following work at different locations within the limit of A.M.C.

1	Name of work	મધ્યઝોન જમાલપુર વોર્ડના રાયખડ , મીરઝાપુર તથા જુના જમાલપુર વિસ્તારના રોડ સ્ટોર ખાતે તથા ડ્રેનેજ મેન્ટેનન્સ ની રોજ બરોજ ની આવતી ફરીયાદોના નિકાલ માટે કડીયા, મજુરો, તથા છોટા હાથી ટાઈપ વ્હીકલ સપ્લાય કરવાના કામ. (એ.આર.સી)
2	Estimated Tender Amount	<b>Rs.29,99,343.50</b>
3	Tender fee (Non refundable)	<b>Rs.1,500.00</b> (Demand Draft in favour of Municipal Commissioner, Ahmedabad)
4	Time Limit	<b>12 Months</b>
5	Download of Tender Documents	Tenders from the website <a href="http://www.nprocure.com">www.nprocure.com</a> or shall be down loaded mentioned <b>AS PER TENDER NOTICE INVITED</b>
6	Required registration	Register " <b>E-1</b> " class having in Road Works in PWD in Govt. R&B / CPWD / AMC or equivalent register with any other state Govt. or institutions.
7	Earnest Money Deposit (Bid security) (1 % of Estimate put to tender)	<b>Rs.29,993.00</b> (Demand Draft / pay order / Bank Guarantee in favour of Municipal Commissioner, Ahmedabad is to be submitted as prescribed as below. Demand Draft/Bank Guarantee shall be from approved list of AMC of banks and the issuing branch of bank guarantee shall be of Ahmedabad city only and it should be valid for for 180 days. ( As Per AMC finance Dept . Circular No. 5 Dt. 5/5/2007 & F.D. Circular No. 29 Dt. 7/8/2010 & attched ANNEXURE - 1 finance dept.circular No-40 Dt.05/11/2020. E.M.D. shall be submitted physically along with the Physical Submission when applicable.
8	Submission of EMD and Tender Fees	Tender Fee & EMD should Submitted physically along with tender documents as described in the invitation of tender should be submitted to <b>Assistant Manager- Central Zone, 3rd Floor, B – Wing, Sardar Patel Bhavan, Danapith, Ahmedabad-380001.</b> Bid submitted without bid security & tender fee shall be treated as non responsive and shall be summarily rejected.
9	Mode of sending the Tender Documents	The whole tender shall be submitted by two modes. <ul style="list-style-type: none"> <li>• Whole tender shall be submitted only on <a href="http://www.nprocure.com">www.nprocure.com</a> website as per Schedule mentioned in <b>Notice inviting Tender.</b></li> <li>• Tender Fee, EMD, technical bid and other relevant PQ Documents as per check list given in tender shall be submitted physically in two copies (Original &amp; duplicate) in sealed envelope as per Schedule mentioned in <b>Notice inviting Tender.</b></li> </ul>
10	Last date of receiving Tenders.	<b>As per Notice inviting Tender / Addendum / Corrigendum.</b> The tenders received after latest schedule date and time will not be entertained under any circumstances.
11	Submission of Price Bid	The Price bid shall be submitted online only. The bidder shall fill Item rate in BOQ <b>online only until specified.</b> <b>Price Bid shall be submitted physically duly signed &amp; seal without</b>

		mentioning quoted rated, else it shall be considered as rejected.
12	Opening of Technical bid	<b>As per Notice inviting Tender / Addendum / Corrigendum.</b>
13	Tender validity period	<b>120 days</b> from the last date of submission of Tender.
14	Security Deposit	5 % of Contract Value to be submitted in the form of (Demand Draft / pay order / Bank Guarantee in favour of Municipal Commissioner, Ahmedabad. Bank Guarantee shall be from approved list of AMC of banks as per attached ANNEXURE - 1 finance dept. latest circular. and the issuing branch of bank guarantee shall be of Ahmedabad City only. The validity of the Security Deposit shall be up to valid till 90 days beyond Date of completion of work. The Security Deposit shall be payable in 10 days (for tenders upto Rs.10.0 Lacs) or 15 days (for tenders of Rs.10.0 Lacs and above) from date of receipt of LOI failing which interest @ 4% per annum will be charged by AMC.
15	Deductions from Running Bills	
a.	Retention Money	<b>2 % amount of each Running Bill</b> shall be deducted as a Retention Money. Such retention money shall be released in the final bill of the said work.
b.	Labour welfare cess	<b>Labour welfare cess</b> as per the Act, 1996 (non refundable) shall be deducted from each running bill.
16	Defect & Liability Period	Not applicable in this case. If applicable than refer condition of contract attached over rule as per form B-1 published by Government.
17	Compensation for Delay	10 % of the actual balance work after Time limit expired.
18	GST condition	This rate shall be without GST. As Per New slab GST 18% Additional paid when finally estimate approval. as per circular no.38 Dt.21.11.2022

**Note:**

- All the circulars which were published by Authorities of AMC time by time will be applicable on said Tender and bound to bidder with out any condition.
- Conditional tenders will not be accepted in any case. Municipal Commissioner reserves the rights to reject any or all the tenders without assigning any reasons thereof.
- The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

**Seal and Signature of the Bidder**

**Date:**

**Deputy City Engineer  
Ahmedabad Municipal Corporation**

**(On contractor's Letter Head / certified with Stamp and Sign with Contact Detail)**

**TENDER DECLARATION FORM**

To,

Deputy City Engineer  
Central Zone,  
Ahmedabad Municipal Corporation,  
Ahmedabad.

**Name of Work:-** મધ્યઝોન જમાલપુર વોર્ડના રાયખડ , મીરઝાપુર તથા જુના જમાલપુર વિસ્તારના રોડ સ્ટોર ખાતે તથા ડ્રેનેજ મેન્ટેનન્સ ની રોજ બરોજ ની આવતી ફરીયાદોના નિકાલ માટે કડીયા, મજુરો, તથા છોટા હાથી ટાઈપ વ્હીકલ સપ્લાય કરવાના કામ. (એ.આર.સી)

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents of above mentioned project comprising of Notice Inviting tenders, Articles of Agreement, Scope of work, Definition of terms, notes Instructions/Information to Bidder, Condition of Contract, special condition of contract, Appendices, Specifications, Bill of Quantities, furnished by AHMEDABAD MUNICIPAL CORPORATION.

I/We do hereby offer to execute and complete the whole of the work within the time specified all in accordance with the specification, designs, drawing and instruction in writing referred to in the said document and with such materials as mentioned for, at the respective rates which I/we have quoted in the Price Bid or at such other rates as may be fixed under the provisions of these conditions.

In the event of this tender being accepted I/We agree to enter into an agreement and when required, execute the contract, according to your form 1 of agreement as or in default where of I/we bound myself/ourselves to forfeit the "Earnest Money Deposit."

I/We understand that if I/We shall not enter in agreement within fifteen days or as decided by AMC from the date of receipt of letter of acceptance, you will forfeit the earnest money paid by me/us and take necessary action as deemed fit.

I/We have enclosed a Demand Draft / Bank Guarantee as an "Earnest Money Deposit", for the sum as mentioned in NIT, the full value of which is to be absolutely forfeited to the Employer If I/We fail to commence the work specified. Otherwise the Employer shall retain the said sum, as on account of such Security Deposit as provided for in the aforesaid documents.

I/We agree not to employ sub-contractors other than those that may be approved in accordance with conditions in the aforesaid documents.

I/We understand that Municipal Commissioner is not bound to accept the lowest or any tender, which are received. I / We also understand & agree that Municipal Commissioner Reserves the right to allot number of tenders to successful bidders at his sole discretion in case if I / We am/are lowest in more than one tender.

I/We am/are bound to execute the job if the work order is issued within 120 days from the date of opening of the tender.

I am bound to execute the work by maintaining all Quality aspects/parameters mentioned in the tender terms and conditions. I am also bound to submit all supporting Genuine Original documents as and when asked and if any discrepancy found in such documents as well as in the executed Work with respect to Quality/Quantity at any stage of work or even after completion of work, it will be solely my Responsibility. I am bound to prove originality of all documents submitted

by me and if any Documents found false/fake then Municipal Commissioner/AMC has right to take any action/penalty/punishment against me.

I am also bound that if I/we, indulged into any malpractice and/or used any inferior quality and/or the construction of road is found to be of an inferior quality under this contract than in such case Municipal Commissioner/AMC has right to debar/ blacklist permanently.

**Yours faithfully**

**Date:**

**Seal and Sign of Contractor**

## SECTION I INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1. Scope of Bid

1.1 Competent authority on behalf of The Municipal Commissioner, Ahmedabad Municipal Corporation (referred to as Employer in these documents) invites sealed bids for the construction of works (as defined in these documents and referred to as “the work”) detailed in the table given in the Invitation for Bid (hereinafter called as IFB.) from competent bidder. The bidders may submit bids for the works detailed in the table given in IFB.

#### 2.0 Source of Funds

Ahmedabad Municipal Corporation has arranged the fund for this project.

#### 3.0 Eligible Bidders

3.1 The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in this tender.

3.2 All bidders shall provide Qualification Information and Forms of Bid mentioned in the Clause-14. An agency that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.3 Any entity which has been declared as non-performing by NHAI / GoG / AMC or the firms those are blacklisted/ debarred for specified period by AMC, Government of Gujarat, Government of India or any other entity controlled by it, would not be eligible to submit the Bid.

#### 4.0 Qualification of the Bidder

4.1 **Requires registration:-** Register as per Notice Inviting Tender having in Road Works in PWD in Govt. R&B / CPWD / AMC or equivalent register with any other state Govt. or institutions.

#### 5.0 DISQUALIFICATION

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

- Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from AMC work etc.
- Tampered the bid document in any manner.
- Colluded with other prospective bidders for this work to arrive at quoted prices for the purpose of restricting competition.
- Indulged in inducement of any official of AMC and/or their consulting engineer and other advisors in any manner whatsoever.
- Proposal not submitted in accordance with this tender.
- During validity of the proposal, or its extended period, if any, the bidder changes his commercial terms.
- The bidder qualifies the proposal with his own conditions.
- Proposal is received after due date and time.
  - Commercial proposal is enclosed with the same envelope as technical proposal
  - The envelope does not show on the outside the reference of bid and thus gets opened before the due date of opening.

- The E.M.D. is not deposited in full and in the manner as specified in the clause of Earnest Money Deposit.
- The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- The tender documents received are not duly signed by authorized person.
- The validity of tender is less than what is stated in the tender.
- Any of the page or pages of tender is/are removed or replaced.
- Any condition which affects the cost.
- If it is joint venture.

**5.1 Debarment / Black listing**

Notwithstanding the above, the Employer may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms statements etc. for the period to be decided by the Employer.

**6.0 Cost of Bidding**

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

**7.0 Site Visit**

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**8.0 Bidders shall not have any dispute or claim for any kind of compensation in case of,**

- If the quantity stipulated in the tender items varies or the scope of work changes and thereby total amount of work increases / decreases up to any extent.
- If the works get delayed / postponed for some administrative / technical decision whatsoever.
- If the items stipulated in the tender shall not be executed as per site condition/ requirements. No claim shall be entertained for the same.
- No idle charges shall be paid to contractor for machinery and man power if remain idle and no claim shall be entertained for the same.

**B. BIDDING DOCUMENTS**

**9.0 Content of Bidding Documents**

**9.1** The set of bidding documents comprises the documents listed below and addendum (if any) issued.

1. Notice inviting e-Tender
2. Special conditions of Contract
3. Instructions to Bidders
4. Qualification Information
5. Conditions of Contract
6. Technical Specifications
7. Forms of Bid
8. Bill of Quantities

- The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, forms, Annexes in the bid document. Failure to comply with the requirements of bid documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

**10.0 Amendment of Bidding Documents**

- 10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- 10.2** Any addendum thus issued shall be part of the bidding documents and shall be placed on website [www.nprocure.com](http://www.nprocure.com) The prospective bidder shall refer to website to check any addendum before 24 hours of opening of bids. AMC will not give any advertisement for the same.
- 10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.
- 10.4** Prospective bidders should attach the addendum made for the work & if fails to do so than also the changes made through such addendum shall be applicable & bound to the bidder.

**C PREPARATION OF BIDS**

**11.0 Language of the Bid**

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

**12.0 Documents comprising bid**

The bid submitted by the bidder shall be in two separate parts.

- Technical Bid
- Financial Bid

To qualify for award of the contract, each bidder must submit the following documents along with bid:

- Tender Fee
- EMD
- Required Registration Certificate
- Other requested documents
- Any other material / information required to be submitted in accordance with these Instructions to Bidders (ITB)

Failure to submit these certificates/documents shall make the bid non-responsive.

Above original documents in physical form in two copies, one marked as "original" and other marked as "Duplicate", shall be submitted in a sealed envelope by 18:00 Hrs on the date of physical submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, Bid due date and time, Name and address of the bidder"

**13.0 Bid Prices**

- The contract shall be for the whole works as described in Bill of Quantity based on the percentage rate in the Bill of Quantities submitted by the bidder..
- 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, except otherwise stated in the Bid document. Employer will not compensate the bidder (contractor) for any change in duties, taxes and other levies payable by the contractor under the contract and any other reasons.
- The percentage rate and bid price quoted by the bidder shall be fixed up to the completion of Work and shall not be subject to adjustment on any account, except where expressly specified, otherwise, in the contract.

**14.0 Currencies of Bid and Payment**

The currency of bid and payment shall be in Indian Rupees. All payments shall be made in Indian Rupees.

**15.0 Bid Validity**

**15.1** Bids shall remain valid for 120 days from last date of submission of tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

**15.2** In exceptional circumstances, prior to expiry of the bid validity (120 days), 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 or by cable. 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.

**16.0 Earnest Money / Bid Security**

**16.1** The Bidder shall furnish, a Bid Security of the amount as shown in the Table of IFB as part of his bid, in the form of Demand Draft / pay order / Bank Guarantee in favour of Municipal Commissioner, Ahmedabad valid for 120 days.

**16.2** The issuing branch of the bank guarantee shall be of Ahmedabad City only.



અમદાવાદ મ્યુનિસિપલ કોર્પોરેશન  
મહાનગર સેવા સદન  
સરદાર પટેલ ભવન, દાણાપીઠ, અમદાવાદ-૩૮૦૦૦૧.

નાણાં ખાતુ,  
સરકયુલર નંબર : ૪૦  
તારીખ : ૦૫/૧૧/૨૦૨૦

સંદર્ભ :- નાણાંખાતાના સરકયુલર નં. ૪૮-તા.૨૯/૦૧/૨૦૧૨, ૫૮-તા.૧૬/૦૩/૨૦૧૨, ૧૪-તા.૦૪/૦૬/૨૦૧૩, ૦૩-તા.૧૩/૦૫/૨૦૧૪, ૨૧-તા.૨૯/૦૫/૨૦૧૫, ૫૬-તા.૧૯/૦૯/૨૦૧૬, ૧૮-તા.૨૩/૦૫/૨૦૧૭, ૧૮-તા.૨૯/૦૫/૨૦૧૮, ૧૨-તા.૨૨/૦૭/૨૦૧૯, ૨૬-તા. ૨૫/૧૧/૨૦૧૯, ૨૧-તા.૧૯/૦૬/૨૦૨૦.

આથી તમામ ખાતાના વડા અધિકારીશ્રીઓ/એકાઉન્ટન્ટશ્રી તથા બિલકલાર્કશ્રીને જણાવવામાં આવે છે કે, સિક્યુરિટી ડીપોઝિટ તેમજ અર્નેસ્ટમની ડીપોઝિટ સ્વીકારવા બાબતે રાજ્ય સરકારશ્રી દ્વારા મંજૂર થયેલ બેંકોની યાદીમાં નાણાં વિભાગના જી.આર. નં. EMD/10/2020/42/DMO Dt. 19/10/2020 મુજબ સુધારો કરી નવી યાદી બહાર પાડવામાં આવેલ છે.

રાજ્ય સરકારશ્રીના નાણાં વિભાગના જી.આર. નં. EMD/10/2020/42/DMO Dt. 19/10/2020 દ્વારા સિક્યુરિટી ડીપોઝિટ તેમજ અર્નેસ્ટમની ડીપોઝિટ માટે મંજૂર થયેલ બેંકોની યાદી અંગે ડે.મ્યુનિ.કમિશનરશ્રી(નાણાં)ની મળેલ મંજૂરીના ઠરાવ ક્રમાંક ૧૩૮ તા.૨૯/૧૦/૨૦૨૦ મુજબના સંદર્ભ પરિપત્ર પ્રસિધ્ધ થયા તારીખ બાદથી તા.૩૧/૦૩/૨૦૨૧ સુધી અથવા રાજ્ય સરકારશ્રી દ્વારા આ બાબતે અન્ય જી.આર પ્રસિદ્ધ કરવામાં આવે ત્યાં સુધી એનેક્સર-I માં જણાવેલ બેંકોની બેંકગેરંટી સીક્યુરિટી ડીપોઝિટ તથા ઈ.એમ.ડી. સ્વરૂપમાં સ્વીકારવામાં આવશે. જેની ખાસ નોંધ લેવા આથી જણાવવામાં આવે છે.

**ANNEXURE-I**

A. Guarantee issued by following banks will be accepted as SD/EMD on permanent basis.  
❖ All nationalized Banks

B. Guarantee issued by following banks will be accepted as SD/EMD for the period up to March- 03, 2021.

1. Commercial Banks :-

1. Axis Bank
2. HDFC Bank
3. ICICI Bank
4. IndusInd Bank
5. Kotak Mahindra Bank
6. RBL Bank
7. YES Bank

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

1. Nutan nagrik Sahakari Bank Ltd
2. The Ahmedabad Mercantile Co-Operative Bank Ltd
3. The Kalupur Commercial Co-operative Bank Ltd
4. The Mehsana Urban Co-operative Bank Ltd
5. The Gujarat State Co-Operative Bank
6. Sarswat Bank

સહી: ચીફ એકાઉન્ટન્ટ

- 16.3** Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4** Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.
- 16.5** (a) The bid security of the unsuccessful bidders, except for L1, L2 and L3 bidders will be returned as promptly as possible.  
(b) The bid security of the successful bidder, along with second and third lowest tenders, will be returned when the successful bidder has furnished the required security deposit and signed the agreement.
- 16.6** The Bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required security deposit.
- 16.7** The Bid Security shall be forfeited,
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;  
b) 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 security deposit.  
(iii) commence the work after signing the agreement within 15 days
- 16.8** No interest shall be paid by the owner on any tender guarantee. The issuing branch of the bank guarantee shall be of Ahmedabad City only.
- 16.9** Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act applicable to that particular state of Indian Union, where executed.
- 16.10** The executing officers of the bank Guarantee for Earnest Money Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. etc.
- 16.11** Each page of the bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Bank.

#### **D. SUBMISSION OF BIDS**

##### **17.0 Sealing and Marking of Bids**

- 17.1** The bidder shall submit the Technical Bid only. The Bid shall be sealed in separate envelopes and the three sealed envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-

##### **Envelope 1:-**

- Tender fee -
- Bid Security

##### **Envelope 2:-**

- Complete Tender Document with all necessary qualification related documents (in two copy)

Above two envelopes shall be kept in one envelope and it should be marked as "Technical Bid" and sealed. This Outer envelope should mention the name of firm of bidder, his address, contact details & name of the work.

- 17.2** The inner and outer envelopes
- a) Shall be addressed to the Employer at the following address:

**Assistant Manager- Central Zone,  
3rd Floor, B – Wing, Sardar Patel Bhavan,  
Danapith, Ahmedabad-380001.**

c) Bear the following identification:

Indicate the name and address of the bidder.

- 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.

#### **18.0 DEADLINE FOR SUBMISSION OF THE BID**

**18.1** Complete Bids (including Technical bid and necessary documents) must be received by the Employer at the address specified in bid information not later than the date indicated on the face sheet of the document. 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 Bidder is further required to submit Documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in NIT, at the following address:

**Assistant Manager- Central Zone,  
3rd Floor, B – Wing, Sardar Patel Bhavan,  
Danapith, Ahmedabad-380001.**

**18.2** AMC assumes no responsibility for inability of a bidder to submit bids through (n) procure e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid- Submission". AMC shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

**18.3** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with respective Clause, 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.

**18.4** All bidders are requested to see the website of (n) procure for amendment / corrigendum if any.

**18.5** Any Bid received by the Employer after the deadline prescribed in NIT will be rejected and returned unopened to the bidder.

#### **19.0 Late Bids**

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

#### **20.0 NOTIFICATION OF AWARD & 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 writing, facsimile or e-mail 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 Security Deposit in accordance with the provisions of Clause.

The agreement will incorporate all correspondences between the Employer and the Successful Bidder. It will be signed by the Employer and the Successful Bidder.

#### **21.0 SIGNING OF CONTRACT AGREEMENT**

21.1 The Employer and the successful bidder shall enter into a Contract Agreement within 28 days after the successful bidder (hereinafter called the Contractor) receives the Letter of Acceptance, unless they agree otherwise, subject to furnishing the security deposit before signing the Agreement with the Employer.

21.2 Upon issue of 'Letter of Acceptance' to the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Earnest Money Deposit / Bid Security.

**22.0 SECURITY DEPOSIT**

22.1 Within 15 days of receipt of the Letter of Acceptance, the Successful Bidder shall deliver to the Employer a security deposit in the form of Bank Guarantee for an amount equivalent to 5% of the Contract Price valid for the period of valid till 90 days beyond Date of completion of work. The Security Deposit shall be payable in 10 days (for tenders upto Rs.10.0 Lacs) or 15 days (for tenders of Rs.10.0 Lacs and above) from date of receipt of LOA failing which interest @ 4% per annum will be charged by AMC.

22.2 The security deposit shall be in the form of a Bank Guarantee in the name of the Employer, from Ahmedabad branch of any Banks mentioned in the clause no. 16.2 of these tender documents.

22.3 This security deposit shall be released only after the clearance of final bill including pre & post Audit.

22.3 Interest @ 4 % per annum shall be deducted from contractor in case of late submission of security deposit or late renewal of bank guarantee for the number of days delayed for submission or discontinuity of the bank guarantee.

22.4 Bank Guarantee to be submitted in the prescribed format enclosed and shall be same verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.

22.5 Failure of the Successful Bidder to comply with the requirements of Sub-Clause 22.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

22.6 In case of any contract amendment during execution of the contract enhancing value of the contract the BG value shall be enhanced accordingly. Validity of BG shall be commercial terms and conditions of the tender.

22.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever may be deducted from Security Deposit. Also in the event of the Contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.

22.8 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in- Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer – in – charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.

22.9 The Bank Guarantee shall be extended within the expiry dates wherever activities as per contract are not completed in all respects.

22.10 The Security Deposit less any amount due shall, on demand, be returned to the contractor after 45 days of completion date / Final Bill paid date which ever is later. No interest on the

amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

22.11 The successful bidder to whom 'LOA' has been issued shall enter into an agreement at Employer's office within 15 days of LOA.

**23.0 Advance Payment and Security**

The Employer will not provide any advance payment.

**24.0 Dispute Review Expert**

In case of all the disputes, decision of the Municipal Commissioner, Ahmedabad shall be final and binding to the bidder.

**25.0 LITIGATION HISTORY**

The applicant should provide accurate information on litigation and/or arbitration resulting from Contractors completed or under execution by him over last five years. If the details of Litigation History are hidden by the Bidder and later on it comes to the knowledge of the Employer, the Bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

**DETAILS OF COMPLETED / ONGOING LITIGATION / ARBITRATION**

<b>Year</b>	<b>Name of Project</b>	<b>Employer</b>	<b>Value of the Project (Rs.)</b>	<b>Reasons/Details for litigation/arbitration</b>	<b>Remarks showing Present Status</b>

- The bidder shall furnish separate table for individual project.
- The above information shall be supported with necessary documents otherwise the same shall be treat as null and void.
- A consistent history of arbitration awards? Judgments against the applicants or any partner of a joint venture may result in disqualification for proposed work.
- If the details of litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

**Seal and Signature of the Bidder**

**Date:**

**Deputy City Engineer  
Ahmedabad Municipal Corporation**

## SECTION – II

### GENERAL CONDITIONS OF CONTRACT

#### **1.0 Liquidated Damages**

**1.1** If the Contractor fails to complete the works within the original or extended time limit, the Contractor shall pay penalty of 10% of amount of actual remaining work. The amount of work for which the scope of contractor is reduced shall not be considered for the calculation of Liquidated Damages.

**1.2** Conditions mentioned in the AMC Finance Department Circular AMC no. 18 Date: 23/05/2017 and all latest Circulars shall be applicable.

#### **2.0 Retention Money**

**2 %** amount of each Running Bill shall be deducted as a Retention Money. Such retention money shall be released in the final bill of the said work. AMC reserves right to deduct any amount to compensate the poor performance of the contractor i.e. poor quality or abandoned / incomplete work.

#### **3.0 Subcontracting**

**3.1** Except where expressly specified in the Contract, the Contractor shall not subcontract any portion of Work without the approval of the Employer's Representative. Any subcontracting shall not relieve the Contractor from any contractual obligations or responsibility under the Contract.

**3.2** The Contractor shall not be required to obtain consent for a subcontract for which the name of the subcontractor and scope of works activities to be performed by him is already stated in the contract or supply of material or engagement of labour.

#### **4.0 Personnel**

**4.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Bid document 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.

**4.2** If the Engineer asks the Contractor to remove a person, without assigning reasons thereof, for his misconduct or inadequacy of technical skills and experience, who is a member of the Contractor's staff or his work force, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**4.3** No residential accommodation is allowed at the site of work. The labour huts shall not be erected on the site of work and contractor shall make his own arrangements to provide such accommodations as per the rules of the local bodies. He shall make his own arrangements for housing, stores, field office etc. He shall submit a site layout plan indicating the location of various site facilities to be created by him at his cost for the execution of work. The Owner shall in no way be responsible for any delay on this account and no claim on this account whatsoever shall be entertained. All Basic amenities shall be provided by the Contractor to Labours as per the prevailing labour Laws.

#### **5.0 Safety**

**5.1** The Contractor shall have full regard throughout execution, completion and defects liability period to following safety aspects and shall take all necessary steps to ensure that danger to safety is avoided all the time in respect of,  
Safety of the works

- Safety of the Contractor's employees and all the persons directly or indirectly engaged by him for the works
  - Safety of all the employees including persons working on other contracts of Employer at the same site of the Employer and Engineers employees engaged at work site.
  - Any authorized third party persons on the site.
  - Contractor's plant and equipment
- 5.2** The Contractor shall provide and maintain at his costs all lights, guards, fencing, warning signs, barricading, and cones; when and where necessary, or required by Engineer in Charge or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or other.
- 5.3** The Contractor shall take all reasonable steps to protect the environment on and off the site and avoid damage or nuisance to persons or property of the public and others arising as a consequence of his method of operation.
- 5.4** The Contractor shall maintain in good condition all work throughout execution, completion, and defects liability period. The contractor shall be responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes.
- 5.5** All the scaffolding work, wherever required for the execution of work, shall be provided by the contractor. Nothing extra shall be payable on this account. It shall be provided strictly with double scaffolding system with all the accessories etc. with adjustable suitable working platforms to access the areas, with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to scaffolding.
- 5.6** All temporary warning/ caution boards display shall be provided and displayed during day as well as night time by the contractor, wherever required and as directed by the Engineer.
- 5.7** Arrangement of temporary water and electricity and telephone connection required, by him, shall be made by the Contractor at his own cost and also necessary permissions directly from relevant Owners shall be obtained by him under intimation to the Owner. Also all initial and running charges and security deposit, if any in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules and byelaws in this regard.
- 5.8** In any case if any fatal accident (major or minor) occurs due to poor safety precautions, the same shall be completely contractor's responsibility. All the losses due to such accidents and expenses of legal matters shall be borne by contractor.
- 5.9** The Contractor shall be responsible for maintenance and watch and ward of the complete installation and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Owner against any claim arising out of pilferage / theft, damage, penalty etc. whatsoever on this account.
- 5.10** The Contractor shall depute Site Engineer & skilled workers as required for the work. Necessary protective and safety equipments shall be provided to them by the Contractor at his own cost and used at site.
- 6.0 Contractor to keep site clean:**  
During the execution of the work, the Contractor shall keep the site clean. All wreckage rubbish, excess materials, temporary works no longer required will be removed from site immediately.
- 7.0 Clearance of site on completion:**

The Contractor shall clear away and remove all Contractors equipment, surplus materials, rubbish, temporary works of every kind.

**A. COST CONTROL**

**8.0 Bill of Quantities**

- a. The schedule-B shall contain Memorandum showing items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- b. The quantities stated in the schedule B are estimated quantities. The Contractor shall be paid only quantities calculated after taking measurements of executed work. The rate stated in the schedule B for each item of work shall apply. The works shall be measured by the Contractor jointly with the authorized representative of the Engineer and all particulars required by the representative of the Engineer shall be supplied by the contractor.
- c. The work shall be measured net. No allowance for general or local custom, working space etc. is to be made.

**9.0 Variations**

**9.1** The Engineer in Charge shall have power to make any variation of form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- Increase or decrease the quantity of any work up to any extent included in the contract,
- Omit any such work,
- Change the character or quality or kind of any such work,
- Execute additional work of any kind necessary for the completion of the Works or
- Change any specified sequence or timing of construction of any part of work.

**9.2** No such variation shall in any way vitiate or invalidate the contract, but the effects, if any, of all such variations shall be valued in accordance with the following sub clauses. Provided that where the issue of an instruction to vary the Works is necessitated by some default or breach of contract by contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

**9.3** The Contractor shall not make any such variation without an instruction of the Engineer. No instruction is required for quantities varying from those provided for the items in the contract schedule B.

**10 Extra Items**

**10.1** The basis for the valuation of variations for addition to the Contract Price shall be as follows in the same order of priority.

- a) Variations in the quantities of work in schedule of quantities shall not vitiate the contract.
- b) The contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge.
- c) Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- d) The price variations on extra item will not be given.
- e) In case of other non tender items following procedure shall apply.

**10.2** If any extra item crops up during the progress of work the same shall be carried out by the Contractor and he shall be paid at the rate fixed by Employer which shall be fixed as lowest of the rates derived by rate analysis based on the following three methods. , the priority of the documents forming the Contract shall be as follows:

- (i) If the extra item is included in the S.O.R. of Road & Building Department, Year 2013-14, the rate of extra item shall be that rate and premium (above or below) quoted by

contractor.

(ii) Rate analysis based on prevailing Govt. of Gujarat's SOR rates.

(iii) Rate analysis based on current market rates. This shall be based on

- The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Contractors profit.
- The overheads shall be taken at 5 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery, and equipment, the cost of all temporary and incidental works.

**10.3** In case of the rate is to be derived from prevailing market rate, the Contractors profit shall be taken at 10 % of the final rate derived.

**10.4** In the event of disagreement, the Engineer in Charge shall fix such rates and prices as are, in his opinion appropriate and shall notify the Contractor accordingly with a copy to the Employer.

**10.5** The Engineer shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Employer, the Contractor, and the Engineer.

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

## **11 Payments**

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

11.2 If an amount certified is increased in a later date certificate due to corrections in previous certificates or as a result of an award from disputes review experts, Contractor shall be paid such amount only. The Contractor shall not be paid any interest upon such delayed payment.

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

11.4 All payments shall be made in Ahmedabad.

## **12 Taxes and duties**

12.1 The rates are inclusive of all the prevailing taxes and duties of the Central, State and Local Governing bodies prevailing on the date of award of the contract. The Contractor will have to pay all such taxes and duties for the performance of this Contract. The Employer will deduct from the Contractor's monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law.

12.2 The Contractor shall keep himself fully informed of all acts and laws of the Central & State and local Governing bodies, all orders, decrees of bodies, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed, and anything related to carrying out the work. All the bye-laws lay down by AMC/AUDA and any other local bodies while executing the work shall be adhered to. All taxes of local bodies shall be borne by the contractor. The Contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for the material, plants, equipments etc. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. He shall protect and indemnify the Owner and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree,

whether by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

**13.0 Labour Welfare Cess**

As per circular No. GHR/2005/04/CWA/2004/841/M-3 dt. 3/1/05 and G.R. No. CWA/2004-1831-M(3) dt. 9/12/05 issued by G.O.G. (non-refundable) shall be deducted from every bills which shall be deposited to Govt. Labour Department for Labour welfare fund.

**14.0 Currencies**

All payments shall be made in Indian Rupees.

**15.0 Advance Payment**

No Advance Payment shall be made.

**16.0 Cost of Repairs**

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

**B. FINISHING THE CONTRACT**

**17.0 Completion**

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

**18.0 Termination**

18.1 The Employer shall be entitled to terminate the contract if the contractor:

- (a) Fails to carry out any obligation under the contract.
- (b) Without reasonable excuse fails –
  1. To commence the works on site within the period stated in the Appendix to Bid after receipt by him of a Notice to this effect from the Engineer/Employer after signing the agreement or
  2. To proceed with the works, or any section thereof, within 28 days after received notice
  3. Has failed to comply with a notice issued or an instruction issued within 28 days after having received.
  4. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract.
  5. Sub-contracts the works or assigns the contract without the specific prior written permission of the engineer.
  6. Has failed to furnish the required securities or extension thereof in terms of the contract.
  7. Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or event.

18.2 In any of these events or circumstances, the Employer may, upon giving 14 days notice to the contractor, terminate the contract and expel the contractor from the site. However, in the case of sub-paragraphs (h), the Employer may be notice terminate the contract immediately.

18.3 The Employer's decision to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise.

- 18.4 After termination, the Employer may complete the works and/or arrange for any other entities to do so. The Employer and these entities may then use any goods, contractor's documents and other design documents made by or on behalf of the contractor.
- 18.5 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 18.6 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
  - (b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) The contractor fails to fulfill requirements;
  - (d) 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;
  - (e) the Contractor does not maintain a security which is required;
  - (f) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data;
  - (g) 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.
  - (h) For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 18.7 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.
- 18.8 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 18.9 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 and handover the site to the Employer including all materials and plant and equipment existing there upon.

**19.0 Contractor's own responsibility**

The contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions, and alignment of all parts of the structures as per instructions given to him. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the Engineer in charge.

**20.0 Overpayment & Underpayment**

- 20.1 Whenever any claim Fifths payment of a sum to the Municipal Corporation arises out of or under this Contract against the contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Municipal Corporation or from any sum due to the contractor with the Municipal Corporation (which may be available with Municipal Corporation), or from his retention money, or he shall pay the claim on demand. The Municipal Corporation reserves the right to carry out post payment

audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

20.2 The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by the Contractor.

20.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Municipal Corporation from the contractor by way of all the means prescribed above or if any under payment is discovered by the Municipal Corporation, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the Municipal Corporation on any other contract account whatsoever.

#### **21.0 Materials obtain from dismantling**

If the contractor, in the course of execution of work is called upon to dismantle any part for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of the A.M.C. and will be disposed of as per instruction of Engineer-in-charge in the best interest of the A.M.C.

#### **22.0 Dispute to be referred to Arbitrator**

The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred an independent Arbitrator appointed by AMC as far possible in consultation with the agency if it is necessary and such disputes shall be settled in accordance with the arbitration and conciliation Act. 1996.

- (i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause –5.
- (ii) The reduction in rates made by the Engineer-in-charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.
- (iii) The rate of part of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-charge under clause 14 and the rates for which is to be determined under the said clause 14.
- (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-charge under clause 15 and/or amount of compensation payable to the contractor under the said clause for loss in respect of such materials.
- (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of this failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
- (vi) The reduction of rates as may be fixed by the Engineer-in-charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimates and assessed under clause 23.

- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirement of the Engineer-in-charge in case where there are no specifications.
- (ix) The awards declared by the arbitrator shall be speaking award giving reasons and calculations to every item of claims. The decision will have to be implemented by all the concerned.
- (x) In case of dispute leading to the contractor or Ahmedabad Municipal Corporation approaching on Court of Law. It shall be within the jurisdiction where the site of work is situated.

The reference to arbitration proceeding under this clause shall not:

- i) Entitle the contractor to stop the Affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance, of notice given to the contractor under clause 15.
- iii) Progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

**23.0 Drawings and Photographs of the Works**

**23.1** The contractor shall do photography/ videography of the site as and when asked by AMC. No separate payment will be made to the contractor for this. . The contractor shall have to submit the same in hard copy as well as soft copy as and when demanded by the AMC.

**23.2** No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken, or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ videography shall be published or otherwise circulated without the approval of the Engineer in writing.

**Seal and Signature of the Bidder**

**Date:**

**Deputy City Engineer  
Ahmedabad Municipal Corporation**

## અમદાવાદ મ્યુનિસિપલ કોર્પોરેશન

### કામ માટેનું ટકાવારી દરવાણું ટેન્ડર અને કોન્ટ્રાક્ટ

#### ટેન્ડર માટેની શરતો

- (૧) અ:- આ ટેન્ડર જે તે વર્ગના અમદાવાદ મ્યુનિ.કોર્પોરેશન અથવા કેન્દ્ર અથવા રાજ્ય સરકારની માન્ય યાદીના કોન્ટ્રાક્ટરો ભરી શકશે. ગર્વમેન્ટના માન્ય કોન્ટ્રાક્ટરે અમદાવાદ મ્યુનિ.કોર્પોરેશનમાં માન્ય કોન્ટ્રાક્ટરોની યાદીમાં રજીસ્ટ્રેશન કરાવવાનું રહેશે.
- બ:- માન્ય શ્રેણીના કોન્ટ્રાક્ટર તરીકે નોંધણીનું પ્રમાણપત્રની સ્વ પ્રમાણીત કરેલ નકલ ટેન્ડર સાથે જોડવાની રહેશે.
- ક:- ટેન્ડરની લાયકાત
- કામ જવાબદાર ટેન્ડર તેમજ જે ટેન્ડર સુચવેલ કોન્ટ્રાક્ટરની શ્રેણી આવતા હોય તેમજ કામ કરવા સક્ષમ હોય તેમને જ આપવામાં આવશે. કામ આપતા પહેલા કોન્ટ્રાક્ટરે કામ સંતોષકારક તેમજ ટાઈમ લીમીટમાં પુરૂ કરવા જરૂરી સવલત, અનુભવ, ક્ષમતા અને ફાયનાન્સીયલ રીસોર્સ રજૂ કરવાના રહેશે.
- ડ:- અમદાવાદ મ્યુનિસિપલ બોર્ડ ઠરાવ નં - ૩૮૩૬, તા. ૨૫/૧૧/૨૦૧૧ થી મળેલ મંજૂરી અનુસાર તથા સીટી.ઈજનેર સરક્યુલર, નં - ૧૭, તા. ૦૮/૧૨/૨૦૧૨ મુજબ અમદાવાદ મ્યુનિસિપલ કોર્પોરેશનમાં કોન્ટ્રાક્ટર રજીસ્ટ્રેશન ફી, રીન્યુઅલ ફી તથા અપગ્રેડેશન ફી અને માપદંડો ધ્યાનમાં રાખી તે મુજબ અમલ કરવાનો રહેશે.
- ઈ. ટેન્ડર ભરતા પહેલા ટેન્ડરે સાઈટ નિરીક્ષણ કરી લેવું. ટેન્ડર કામના પ્રકાર, હયાત રસ્તા, પાણી માર્ગ, સંચાર અને વપરાશના બીજા રસ્તાઓથી સંતુષ્ટ હોવાનું માની લેવામાં આવશે. ટેન્ડરે કામને સાઈટ અને બિલ્ડીંગ (કે જે કામ કરવા, કામ પુરૂ કરવા તથા કામના મેઈટેનન્સ માટે બનાવેલ હોય) તેમજ ટેન્ડરે આ સાઈટના કામ માટે, બિલ્ડીંગ માટે, યાર્ડ, ડીપો માટેની જગ્યા પોતાની રીતે મેળવી લેવાની રહેશે. (ટેન્ડરનું કામ કરવા, કામ પુરૂ કરવા તથા કામના મેઈટેનન્સ માટેની જગ્યા)
- (૨) આ કામની સમય મર્યાદા મેમોરેન્ડમ (નોટીસ ઈન્વાઈટેડ ટેન્ડર) માં જણાવેલ પ્રમાણે ની રહેશે.
- (૩) ટેન્ડર વેલીડિટી પિરીયડ મેમોરેન્ડમ (નોટીસ ઈન્વાઈટેડ ટેન્ડર) માં જણાવેલ પ્રમાણે ની રહેશે.
- (૪) ટેન્ડર ભરતી વખતે અર્નેસ્ટમની ભરવાની રહેશે.
- (૫) ટેન્ડર ફોર્મ
- ટેન્ડર ફોર્મ અને અનુસૂચિમાંની દરેકે દરેક ખાલી જગ્યા ટેન્ડર ભરનારે ભરેલી આ સાથે મોકલેલા દસ્તાવેજ પરત કરવાના રહેશે.
- (૬) કોન્ટ્રાક્ટરોએ નીચેની બાબતો કાળજીપૂર્વક વાંચવા વિનંતી છે.
- (૧) કોઈ કંપનીને નામે ટેન્ડર લેવામાં આવ્યું હોય તો કંપની વતી ટેન્ડર પર સહી કરનાર વ્યક્તિને અધિકૃત કરતું મુખત્યારનામું ટેન્ડર સાથે રજૂ કરવાનું રહેશે.

- (૨) મ્યુનિ.કોર્પોરેશનના પ્રવર્તમાન નિયમો અનુસાર અનેસ્ટમની ભરવાની રહેશે. અને ટેન્ડર સાથે બીડવાની રહેશે.
- (૩) કોન્ટ્રાક્ટરે ઈન્કમટેક્સ સંબંધિત પાન નંબર તથા બેંક ડીટેઈલ આપવાની રહેશે.
- (૪) કોન્ટ્રાક્ટર પાસે અગાઉના અનુભવા અંગેના પ્રમાણપત્રોની નકલ ટેન્ડર સાથે રજુ કરી શકશે.
- (૫) ટેન્ડર શરતો અને સ્પેશીફીકેશન તથા ભાવ પત્રકના દરેક પાના અને વિગતો પર કોન્ટ્રાક્ટરે સહી કરવી.
- (૬) તમામ સુધારા, છેકછાક અને ઘુંટેલા લખાણ પર કોન્ટ્રાક્ટરે ટુંકી સહી કરવી.
- (૭) છેકછાક:-

ટેન્ડર ભરનારને જણાવવામાં આવે છે કે ટેન્ડર દીસ્તાવેજોના લખાણમાં કોઈ છેકછાક કે ફેરફાર કરવા દેવાશે નહિ અને આવી કોઈ છેકછાક કે ફેરફાર લેવાશે નહિ, તેનાં લખાણમાં કોઈ ભુલ હોય તો તેના પર ન ઘુંટેલા ખોટા લખાણ કે આંકડા પર છેકો મારીને તેના સાચું લખાણ કે આંકડા સ્પષ્ટ ઉકલે તે રીતે લખવા. પ્રત્યેક સુધારા પર ટુંકી સહી કરવી.

- (૮) અ:- ટેન્ડર રજુ કરતાં પહેલા ખાસ કરીને ટેન્ડરમાં દર્શાવેલ સુચનાઓનું પાલન કરવામાં આવ્યું નહિ હોય તો ટેન્ડર અમાન્ય ગણવામાં આવશે તેની નોંધ લેવા વિનંતી છે. વળી આ ફોર્મનું મુખપૃષ્ઠ અને કોન્ટ્રાક્ટરોના માર્ગદર્શન માટે સામાન્ય નિયમો અને સુચનાઓ પણ કાળજીપૂર્વક વાંચવા વિનંતી છે.

- (૧) કોઈપણ કારણ દર્શાવ્યા સિવાય કોઈપણ કે બધા ટેન્ડરો અસ્વીકારવાનો હક્ક અબાધિત રહે છે.
- (૨) ટેન્ડરે બોલપોઈન્ટ પેનના બદલે શાહીવાળી પેનથી ભરેલા ટેન્ડરો તુરંત જ અમાન્ય ગણવામાં આવશે.

બ:- ઉપરની બાબતો ઉપરાંત ટેન્ડર નીચેના સંજોગોમાં તરત અમાન્ય ઠરવાને પાત્ર થશે.

- (૧) ટેન્ડર ભરનાર, નિયત કામ અથવા કામ માટે મંજૂર કરેલ અથવા ભાવ પત્રકના કોઈ કોડ અથવા પદ્ધતિ અથવા વિગતોમાં મુકેલ શરત અથવા સુધારામાં કોઈ ફેરફાર સુચવતા હોય.
- (૨) ટેન્ડરનું કોઈ પાનું કે પાના કાઢી નાંખ્યું/નાંખ્યા હોય કે બદલ્યું / બદલ્યા હોય.
- (૩) બધા સુધારા વધારા અથવા ચોંટાડેલી કાપલીઓ ઉપર ટેન્ડર ભરનારે ટુંકી સહી ન કરી હોય.
- (૪) ટેન્ડરમાં તેમણે કોઈ છેકછાક કરી હોય, અને
- (૫) ટેન્ડર ભરનાર અથવા પેઢીની બાબતમાં દરેક ભાગીદાર અથવા તે અંગેનું મુખત્યારનામું ધરાવનાર વ્યક્તિ સહી ન કરે અથવા ટેન્ડરમા તે માટે રાખવામાં આવેલી જગ્યામાં સહી/સહીઓ ઉપર કોઈ સાક્ષીએ સાખ કરી ન હોય.

ક:- શરતી ટેન્ડર સ્વીકારવામાં આવશે નહીં.

ડ:- ટેન્ડર સ્વીકારવું, રદ કરવું, કોને આપવું અને કયા ભાવથી આપવું તે અંગે મ્યુનિ. કમિશ્નરશ્રીનો નિર્ણય આખરી રહેશે. કોઈ કારણસર જો કોન્ટ્રાક્ટરને કામ ન આપી શકાય તો તે અંગે કોન્ટ્રાક્ટર કોઈપણ પ્રકારનો નુકશાની કે વળતરનો હકકદાવો કરી શકશે નહિ કે કાયદાકીય કાર્યવાહી આ અંગે થઈ શકશે નહિ. ટેન્ડર મંજૂર થયાનો અર્થ કામ આપી દેવાનું છે તેવો થઈ શકશે નહિ. શરતી ટેન્ડર સ્વીકારવામાં આવશે નહીં.

(૯) વિસંગતિ અને હિસાબ જોગ:

હાથ ધરવાના કામોની બાબત દર્શાવતા ભાવ પત્રકમાંના જથ્થા અને રકમની કોઈપણ ભુલચુક નીચેના નિયમો અનુસાર સરભર કરવામાં આવશે.

- (૧) ટેન્ડર ભરનારે દરના ખાનામાં જણાવેલ શબ્દો અને આંકડા વચ્ચે કોઈ અસંગતિના કેસમાં શબ્દોમાં જણાવેલ રકમ માન્ય રાખવામાં આવશે.
  - (૨) એકમ દર અને જથ્થાના ખોટા ગુણાકારના કારણે કામની બાબતો દર્શાવતી ભાવ પત્રકના ખાનામાંથી રકમમાં ભુલ જણાય તો એકમ દર માન્ય રાખવામાં આવશે અને દરના આધારે ગુણાકાર સુધારવામાં આવશે.
  - (૩) એકમના ખાનામાંથી તેમજ આગળ ખેંચતા સરવાળાની તમામ ભુલો સુધારવામાં આવશે.
  - (૪) બાબતો અથવા સરવાળા સામે પુરે આંકડે કરેલ કોઈ પણ બાબત ધ્યાનમાં લેવામાં આવશે નહિ.
- (૧૦) અ:- કામનો પ્રોગ્રેસ સમયમર્યાદા મુજબ કરવાનો રહેશે. આ સમયમર્યાદા ૧૦ લાખ સુધીના કામ માટે એલ.ઓ.આઈ. આપ્યા તારીખથી ૧૦ દિવસ તથા ૧૦ લાખ થી ઉપરનાં કામ માટે એલ.ઓ.આઈ. આપ્ય તારીખથી ૧૫ દિવસથી શરૂ થયેલ ગણવામાં આવશે. તથા તે દરમ્યાન કામની ૫% લેખે ડીપોઝીટ ભરી કરારપત્ર કરવાનો રહેશે.

ટેન્ડરમાં કોન્ટ્રાક્ટર દ્વારા ભરેલા ભાવ તમામ પ્રકારના જે તે પ્રવર્તતા સરકારી ટેક્ષ સહિતના ભાવ ગણવામાં આવશે. અને તેમાં ચાલુ કામ દરમ્યાન જે કોઈ ફેરફાર થશે તેનો વધારો ચુકવવામાં આવશે નહિં.

- બ:- સક્ષમ સત્તા દ્વારા રૂા. ૧૦,૦૦,૦૦૦.૦૦ (દસ લાખ) સુધીના ટેન્ડરની મંજૂરીનો ઠરાવ પાડ્યા બાદ (LOI) આપવામાં આવશે ત્યાર બાદ દિન - ૧૦ માં સિક્યોરીટી ડીપોઝીટ જમા કરાવવાની રહેશે. સિક્યોરીટી ડીપોઝીટ મોડી ભરવાના કિસ્સામાં મ્યુનિ.કોર્પોરેશનમાં પ્રવર્તમાન નિયમ અનુસાર કાર્યવાહી કરવામાં આવશે.
- ક:- મંજૂર થયેલ ટેન્ડરની સમયમર્યાદામાં કામગીરી પૂર્ણ ન થાય તો મેમોરેન્ડમ (નોટીસ ઈન્વાઈટેડ ટેન્ડર) માં જણાવેલ પ્રમાણે મંજૂર થયેલ સમયમર્યાદા બાદના ખરેખર બાકી કામની રકમના મહત્તમ ૧૦% લેખે (લીકવીડીટી ડેમેજીસ) પેનલ્ટી વસુલ કરવામાં આવશે.
- ડ:- એ.આર.સી. ટેન્ડરમાં મંજૂર થયેલ જુદા જુદા અંદાજ પૈકીના કામો વર્ક ઓર્ડર મળેથી શરૂ કરવાના રહેશે.
- ઈ:- એ.આર.સી. ટેન્ડરમાં અલગ અલગ અંદાજની મંજૂરી મળ્યેથી માત્ર સિવિલ કામગીરીના કામ પ્રમાણે અંદાજ રકમ મુજબ સમયમર્યાદા ગણાશે.

(૧) રૂા. ૧,૦૦,૦૦૦.૦૦ સુધીના કામો માટે ૧ માસ

(૨) રૂા. ૧,૦૦,૦૦૦.૦૦ થી ૩,૦૦,૦૦૦.૦૦ સુધીના કામો માટે ૨ માસ

(૩) રૂા. ૩,૦૦,૦૦૦.૦૦ થી ૫,૦૦,૦૦૦.૦૦ સુધીના કામો માટે ૩ માસ

(૪) રૂા. ૫,૦૦,૦૦૦.૦૦ થી ઉપરના કામો માટે ૧૨ માસ

(૧૧) અ:- ચુકવણી:-

ટેન્ડર ભરનારે એ વાત સમજી લેવાની રહેશે કે તેણે ટાંકેલા દર પુરાં થયેલા કામ માટેના છે અને તેમાં મજૂરી, પાલખ, પ્લાન્ટ, દેખરેખ, સરવીસ-કામગીરી, વીજળી, રોયલ્ટી અને ઓક્ટ્રોય વગેરે અંશે તમામ ખર્ચનો તથા જરૂર જણાય તો અને ત્યારે રાતપાળીના કામને લેવા બધા વધારાના ખર્ચનો સમાવેશ થશે અને ટાંકેલા ભાવ કે દર કરતા વધારાની કોઈ ચુકવણી અંગેના તેમના કોઈ દાવા ધ્યાનમાં લેવાશે નહીં અને ટેન્ડર ભરનાર ખોટી રજૂઆતને કારણે અથવા કોઈ વ્યક્તિએ (પછીતે બાંધકામ વિભાગનો કર્મચારી હોય કે ન હોય) તેમને આપેલી માહિતીને આધારે પાછળથી કોઈ દાવાદ રજૂ કરવા હકદાર રહેશે નહીં. તેમનું ટેન્ડર ભરવા તથા તેમાં જુદા જુદા ભાવ અને દર ભરવા માટે જરૂરી એવી તમામ માહિતી પોતાના પક્ષે ન મેળવી શકવાને કારણે પોતે ટેન્ડર રજૂ કરવાને લીધે અથવા તેમાંથી ઉભા થતા કોઈ જોખમ કે જવાબદારીમાંથી છટકી શકશે નહીં. સદર કામમાં કોઈ પણ જાતના બાંધકામના મટીરીયલ ઉપર ભાવ વધારો આપવામાં આવશે નહિં.

- બ:- કોન્ટ્રાક્ટરોને પેમેન્ટ / રનીંગ બીલ મ્યુનિ. કમિશ્નરશ્રીના જે તે પ્રવર્તમાન નિયમ મુજબ કરવામા આવશે. તથા મ્યુનિ. કમિશ્નરશ્રી/સીટી ઈજનેરશ્રી ના જે તે વખતનાં સરક્યુલર પ્રમાણે કામગીરી/અમલ કરવા બિન શરતી બંધનકર્તા રહેશે.
- ક:- કોન્ટ્રાક્ટરના દરેક રનીંગ બીલમાંથી કોન્ટ્રાક્ટરને ચુકવવાની થતી કુલ રકમ ઉપર (ટેન્ડર મુજબનું પેમેન્ટ + એક્ટ્રા આઈટમ) ૨ % લેખે રીટેનશન મની કાપવામાં આવશે જે ફાઈનલ બીલમાં પરત આપવામાં આવશે.
- ડ:- રાજ્ય / કેન્દ્ર સરકારશ્રીના વખતોવખતના કાયદા મુજબ જે કોઈ રકમની કપાત કરવાની થશે તે મુજબ કોન્ટ્રાક્ટરના બીલમાંથી કપાત કરવામા આવશે.
- (૧૨) એ:- કરાર સંબંધી દસ્તાવેજો કરારના અગત્યના ભાગ ગણાશે અને તે સઘળા સહીતના કરાર સમગ્ર કામને લાગુ પડશે.
- બી:- ટેન્ડરમાં દર્શાવેલ કામ સંબંધી દસ્તાવેજમાં દર્શાવેલ વિગતમાં વિસંગતતાના કિસ્સામાં નીચે દર્શાવેલ ક્રમાનુસાર દસ્તાવેજમાં દર્શાવેલ વિગત ગ્રાહ્ય રાખવામાં આવશે. કરાર સંબંધી દસ્તાવેજો કરારના અગત્યના ભાગ ગણાશે અને તે સઘળા સહીતના કરાર સમગ્ર કામને લાગુ પડશે.
- (એ) એકમ અને કદ:-
- (૧) ડ્રોઈંગ
- (૨) ટેન્ડર ફોર્મનું ભાવપત્રક
- (૩) સ્પેશીફિકેશન
- ડ્રોઈંગમાં કદ, આકાર, આંકડા કદાય ખોટા હોય તો માપેલા કદ, આકારને અનુસરવું
- (બી) વર્ણન:-
- (૧) ડ્રોઈંગ
- (૨) ટેન્ડર ફોર્મની અનુસુચિ-બી
- (૩) સ્પેશીફિકેશન

ભુલ ભરેલા કે ખોટા વર્ણનના કિસ્સામાં આ સંબંધી ઉપરીકક્ષાએ વિસંગતતા અંગેની નોંધ મુકી એડી.સીટી એન્જનીયર / ડે.મ્યુનિ.કમિશનરશ્રીની મંજુરી મેળવવામાં આવશે અને તે મુજબ કરવામાં આવેલ નિર્ણય અંતિમ ગણવામાં આવશે.

- (૧૩) ટેન્ડરરે ડ્રોઈંગ કે સ્પેશીફિકેશનમાં રહેલી કોઈ ક્ષતિ કે ખામીનો ગેરલાભ લેવાની કોશિશ ન કરવી અને ઈજનેર ઈનચાર્જ પ્લાન તથા સ્પેશીફિકેશનની ક્ષતિઓ સુધારવી તથા તેનું સાચું અર્થઘટન કરાવવું.
- (૧૪) આ ઉપરાંત અ.મ્યુ. કોર્પો. ના જનરલ કોન્ટ્રાક્ટ કન્ડીશન પણ માન્ય રાખવાની રહેશે.
- (૧૫) એકી વખતે એક કરતા વધુ જગ્યાઓએ કામ શરૂ કરવાનો વર્ક ઓર્ડર મળે તો કામ એક સાથે જ બધે શરૂ કરવું પડશે.
- (૧૬) ચાલુ કામે સર્વિસ લાઈનને નુકશાન ન થાય તે રીતે કામ કરવાનું રહેશે. જો કોઈ સર્વિસ લાઈનને નુકશાન થશે તો તેની સંપુર્ણ જવાબદારી (જાનમાલ) કોન્ટ્રાક્ટરની પોતાની રહેશે. સાઈટ ઉપર કામ દરમ્યાન મજૂરો કે જનતાના કોઈ માણસના જાનમાલ ને નુકશાન થાય તેની જવાબદારી કોન્ટ્રાક્ટરની રહેશે. પોલીસ ફરિયાદ થાય તો તેની જવાબદારી પણ કોન્ટ્રાક્ટરની રહેશે. ભેખડ ઘસી ન પડે તેની જવાબદારી પણ પોલીસ ફરિયાદમા કોન્ટ્રાક્ટરની રહેશે. ભેખડ ઘસી ન પડે તે માટે સલામતીના પગલા (જેવા કે દોરડું બાંધી મજૂર ખાડામાં ઉતારવા, સોરીંગ અને સ્ટ્રીટીંગ કરવા વિગેરે) લીધા વગર મજૂરને ખાડામાં ઉતારશે તો કોન્ટ્રાક્ટર જ પોલીસ ફરિયાદમા જવાબદાર રહેશે અને મ્યુનિ.કોર્પોરેશનનો કોઈપણ સ્ટાફ આના માટે જવાબદાર રહેશે નહિ. આટલું સમજીને જ ટેન્ડર ભરવું. મજૂરોનો વિમો પણ ઉતારવો.
- (૧૭) મટીરીયલ્સ કે બીજા ટેસ્ટીંગ રીપોર્ટ કોન્ટ્રાક્ટરે પોતાના ખર્ચે કોર્પોરેશન જણાવે તે જગ્યાએ કરાવવાના રહેશે. મટીરીયલ્સ લાવવા કે લઈ જવાનો સંપુર્ણ ખર્ચ કોન્ટ્રાક્ટરે ભોગવવાનો રહેશે.
- (૧૮) સ્થળ પરિસ્થિતિ / જરૂરીયાત મુજબ કામ કરાવતા ટેન્ડરના આઈટમના જથ્થામાં વધ ઘટ થાય તો નિયમ અનુસાર તે અંગે કામ કરવા કોન્ટ્રાક્ટર બંધાયેલા છે.
- (૧૯) સાઈટ પર લાવવામાં આવેલ માલ સામાન રીજેક્ટ કરવામા આવે તો તુરંત દિન ૧માં પરત લઈ જવાનો રહેશે. અન્યથા તેની નુકશાનની જવાબદારી કોન્ટ્રાક્ટરની રહેશે.
- (૨૦) કોન્ટ્રાક્ટરને જે કોન્ટ્રાક્ટ આપવામાં આવે છે. તેમા સરકારશ્રીના પ્રવર્તમાન નિયમ મુજબ પી.એફ/લેબર એક્ટ તથા મજૂરો તથા સ્ટાફની વીમા પોલીસી લઈને તેના કાયદાનુ પાલન કરવાનું રહેશે તથા આ અંગે મ્યુનિ.કોર્પોરેશન દ્વારા જે માહિતી માંગવામાં આવે તે આપવાની રહેશે. મે.મ્યુનિ.કમિશનરશ્રીના સરક્યુલર મુજબ જરૂરી બાંહેધરી પત્રક આપવાનું રહેશે.
- (૨૧) કોઈપણ કાયદાકીય લીટીગેશન અમદાવાદ શહેરની કોર્ટમા રહેશે.
- (૨૨) માલ જે તે સ્ટોર્સ ઉપર અથવા સાઈટ ઉપર લોકોને નડતર ન થાય તે રીતે સુચના મુજબ ઉતારવાનો તેમજ ગોઠવવાનો રહેશે.
- (૨૩) કોઈ પણ સરકારી કરવેરા ભરવાની તમામ જવાબદારી કોન્ટ્રાક્ટરની રહેશે.
- (૨૪) કોન્ટ્રાક્ટર દ્વારા ટેન્ડરમા દર્શાવેલ સ્પીશીફિકેશન મુજબ સ્ટાન્ડર્ડ મટીરીયલ્સ સ્પેશીફિકેશન મુજબ લાવવાના રહેશે.તથા ટેસ્ટીંગ કરાવવાનું રહેશે.તથા અ અંગે પ્રવર્તમાન મ્યુનિ.કોર્પોરેશના નિયમોનુ પાલન કરવાનું રહેશે.
- (૨૫) આ ટેન્ડરમાં જો કોઈ આઈટમ રહી ગઈ હોય તો તે અથવા સ્થળ સ્થિતી મુજબ ટેન્ડરમાં સમાવેશ ન હોય તેવી વધારાની કામગીરી કરવાની થાય તેવા કિસ્સામાં મ્યુનિ.કોર્પોરેશના પ્રવર્તમાન નિયમ

- અનુસાર વધારાની આઈટમના ભાવ નક્કી કરવામાં આવશે અને તે મુજબ ચૂંકવણી કરવામાં આવશે.
- (૨૬) ચાલુ કામ દરમ્યાન પ્રોટેક્શનની સંપુર્ણ જવાબદારી કોન્ટ્રાક્ટરની રહેશે. જેમાં પીપડા, દોરડા ભયસુચક બોર્ડ, પ્લાસ્ટીક પટ્ટી, વિ. કોન્ટ્રાક્ટરે લાવવાનું અને સાચવવાનું રહેશે. અને કોઈપણ અકસ્માત થશે તો તેની સંપુર્ણ જવાબદારી કોન્ટ્રાક્ટરની રહેશે.
- (૨૭) સ્થળ ઉપર ચાલુ કામગીરી દરમ્યાન કામ કરનાર કોન્ટ્રાક્ટરના મજૂર / કર્મચારી અથવા અન્ય વ્યક્તિના અકસ્માતના કિસ્સામાં લેબર એક્ટ મુજબ કરવાની થતી કાર્યવાહી તથા પોલીસ કાર્યવાહીની જવાબદારી કોન્ટ્રાક્ટરની રહેશે.
- (૨૮) જો સ્ટાફ સૂચના આપે તે મુજબ સૂચના પોથી કોન્ટ્રાક્ટરે રાખવાની રહેશે. તેમાં દરરોજ કરેલ કામગીરી તથા અધિકારીઓએ કામ સુધારવા કે પ્રોગ્રેસ વધારવાના નોંધ કરેલ હોય તો તેનું કોમ્પ્લાયન્સ આપવાનું રહેશે આવી નોંધના જવાબ ન થયે કે તે પ્રમાણે સ્થળ ઉપર અમલ ન થયે કોન્ટ્રાક્ટરને પેનલ્ટી કરવાની સત્તા એડી.સીટી એન્જનીયરશ્રીને રહેશે.
- (૨૯) દરેક આઈટમના સ્પેશીફિકેશન અમદાવાદ મ્યુનિસિપલ કોર્પોરેશનનાં મંજૂર થયેલ તથા માન્ય રાખેલ સ્પેશીફિકેશન શરતો મુજબ રહેશે જે આઈટમમાં સ્પેશીફિકેશન ન હોય તેવા સંજોગોમાં એડી.સીટી.એન્જનીયરશ્રીનો નિર્ણય આખરી રહેશે.વોટરીંગ કરવામાં નહિ આવે કે દરરોજ વધારાનો ડેબરીઝ ઉપાડવામાં નહિ આવે તો કોન્ટ્રાક્ટરના ખર્ચે અને જોખમે વગર નોટીસે વોટરીંગ કરાવવામાં તથા ડેબરીઝ ઉપાડવામાં આવશે અને બીલમાંથી રકમ કાપી લેવામાં આવશે.
- (૩૦) લેબર વેલ્ફેર ફંડ માટે હાલમાં રાજ્ય સરકારશ્રીએ કરેલ હુકમ મુજબની રકમ બીલમાંથી કાપી લેવામાં આવશે.
- (૩૧) ચોમાસાનો પીરીયડ તા.૧૫ જુન થી ૧૪ ઓક્ટોબર સુધીનો ગણવામાં આવશે. આ સમય દરમ્યાન કોન્ટ્રાક્ટર દ્વારા કામગીરી કરી શકાય તેમ ન હોય તો તે મુજબની ટાઈમ લીમીટ વધારી આપવામાં આવશે.
- (૩૨) સેલ્સ ટેક્ષ / વેટ નંબર / પી.એફ. કોડ નંબર / પાન નંબર / જી.એસ.ટી. નંબર વિગેરે કોન્ટ્રાક્ટરે ફરજિયાત આપવાના રહેશે.
- (૩૩) નામદાર કોર્ટ દ્વારા કરેલ હુકમ તેમજ નિર્દેશોનું ચુસ્તપણે પાલન કરવાનું રહેશે. જેમાં ડ્રેનેજ ને લગતાં કામ માં કોઈપણ સંજોગોમાં મશીન હોલ / ગટર માં માણસને ઉતારવો નહીં તેમજ મેન્યુઅલ સ્ક્રેવજંગ અંગેની માર્ગદર્શિકા નું પાલન કરવું.
- (૩૪) સદર ટેન્ડરની આઈટમોના ભાવો નાણા ખાતાના સરક્યુલર નં.૩૮, તા.૨૧/૧૧/૨૦૨૨ તથા સક્ષમ સત્તાની મળેલ મંજૂરી મુજબ જીએસટી સિવાય ગણતરીમાં લેવામા આવેલ તથા પ્રવર્તમાન નિયમ મુજબ જીએસટી ચુકવવા પાત્ર થશે. જે ધ્યાને લઈ તમામ બિડ્સે ટેન્ડરો ભરવાના રહેશે.
- (૩૫) સદર ટેન્ડર અંતર્ગતના કામ સંલગ્ન અ.મ્યુ.કોર્પો.માં પ્રવર્તમાન તમામ નિયમો/સરક્યુલરો લાગુ પડશે, તેમજ વખતો વખત થનાર સુધારાઓ પણ લાગુ પડશે. જેની નોંધ લઈ ટેન્ડરો ભરવાના રહેશે.

- (૩૬) સદર ટેન્ડર એ.આર.સી. પ્રકારનુ છે આપને સોંપવામાં એટલે કે આપ દ્વારા ભરવામાં આવેલ કામગીરીના જથ્થા મુજબ સમય મર્યાદા નક્કી કરી જે તે સક્ષમસત્તાની અલગ અલગ અંદાજની મંજૂરી મળ્યેથી વર્ક ઓર્ડર આપવામાં આવશે અને સમય મર્યાદામાં કામગીરી પૂર્ણ કરવાનુ યુસ્ત પાણે પાલન કરવાનુ રેહશે
- (૩૭) સદરહુ કામમાં વોર્ડમાં જરૂરીયાત મુજબ ઓછામાં ઓછી ટેન્ડરની શરત મુજબ મંજૂર થનાર ટેન્ડર પૈકી અલગ અલગ અંદાજની મંજૂરી મેળવવામાં આવતી હોઈ, ઓછામાં ઓછી એક સાથે (૫ નંગ ટેમ્પા સાથે ઓછામાં ઓછા ૨૫ કામદાર, ફિટર-૨ અને કડીયા-૨) સાથે દશ જગ્યાએ જરૂરીયાત મુજબ કામગીરી શરૂ કરવાની શરતે અને તે પ્રમાણે મેનપાવર, મશીનરી, મટીરીયલ્સ તેમજ નાંણાકીય જોગવાઈની પુરતા પ્રમાણમાં વ્યવસ્થા કરી જે તે ટેન્ડરે ટેન્ડર ભર્યા પૂર્વે આગોતરૂ આયોજનની તૈયારી સાથે કામગીરી કરવાની થાય છે.

## એકરારનું ફોર્મ

- (૧) હું/અમે આથી એકરાર કરું છું/કરીએ છીએ કે આ ટેન્ડર રજૂ કરતાં પહેલાં મેં/અમે સ્થળની મુલાકાત લીધી છે અને કામને લગતા માલસામાન, મજૂરી અને બીજી બાબતોને લગતી સ્થાનિક પરિસ્થિતિની જાત-માહિતી મેળવી છે.
- (૨) હું/અમે આથી એકરાર કરું છું/કરીએ છીએ કે આ કોન્ટ્રાક્ટરોની શરતો વિગતો અને ટેન્ડરને લગતા દસ્તાવેજો કાળજીપુર્વક અભ્યાસ કર્યો છે અને તે મુજબ તેનો અમલ કરવા સંમત છું/છીએ.

કોન્ટ્રાક્ટરની સહી અને સિકકા

તારીખ :

## AHMEDABAD MUNICIPAL CORPORATION

ENGINEERING DEPARTMENT

### DETAILED SPECIFICATION

**ITEM NO:-1 Supplying, labour for break down repairing work for activities like patch work, kacha work, nibhada rainstatement work, block repairing, cc repairing, GT connection, ch/mh repairing, gully trap construction, water pipe line related work excavation, disliting, removing debris from trench back filling etc. comp. as directed by Eng.in charge. (a) Mason 2nd class (b) Labour charges - Mazdoor (Female) (c) Labour charges - Mazdoor (male)(d) Fitter**

Supplying, labour for break down repairing work for activities like patch work, kacha work, nibhada rainstatement work, block repairing, cc repairing, GT connection, ch/mh repairing, gully trap construction, water pipe line related work excavation, disliting, removing debris from trench back filling etc. comp. as directed by Eng.in charge.

Measurement shall be paid in No basis.

**ITEM NO :2 Supplying Electric Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc. Complete as Directed. (No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work. Allowed only for break down work)**

This item relates to Supplying Electric Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc. Complete as Directed. (No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work. Allowed only for break down work)  
M/s. shall be on Shift. basis.

All work should be done as per instruction of Engg. in charge.

**ITEM NO : 03 Supplying Electric Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc. Complete as Directed. (No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work. Allowed only for break down work)**

This item relates to Supplying Electric Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc. Complete as Directed. (No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work. Allowed only for break down work)  
M/s. shall be on Shift. basis.

**Item No. 04: Hiring of three wheeler carrier(Chakdo riksha (tempo) considering 8 hr working day hour includind Driver**

Provdg. and supplying (Chakdo riksha (tempo) type vehicle during day and night shift at road store incl. fuel and driver and charges etc.comp. as dire.( shift for 8 hrs.)

The Mode of measurement and rate for item shall be given as per one shift basis.

**Item No. 5: Supplying good quality River sand in Municipal Store. inclu.. Loading unloading As dire. By engg. Incharge.Sand should be good quality & free from all organic & other impuntes. The work in general is carried out as per inst. of engg. in charge.**

Supplying good quality River sand in Municipal Store. inclu.. Loading unloading As dire. By engg. Incharge.shall

Sand shall be medium/coarse natural sand, clean, well graded, hard, strong, durable and gritty. Sand particles should be free from injurious amounts of dust, clay, kankar nodules, soft or flaky particles of shale, alkali, salts, organic matter loam, mica or other deleterious substances and shall be got approved from the Engineer-in-charge. The sand shall not contain more than 8% of silt as determined by field test and 3% by laboratory test , if necessary the sand shall be washed to make it clean. All sand to be used for plaster, brickwork , concrete shall be strictly sieved by 4.75 mm seive.

**Testing Standards :**

**A. Silt Content :**

Sampling : Test shall be carried out for every 150 m<sup>3</sup> of sand. The sample taken for testing shall weigh 10 Kg.

Results : Permissible content shall be 3% in laboratory test & 8 % in field Test.

**B. Fineness Modulus :**

Sampling : Sampling shall be as in A.

Results :

Fine sand : 2.2 to 2.6 shall be used as earth filling in plinth, zari, etc.

Medium sand : 2.6 to 2.9 shall be sued for Brickwork and plaster.

Coarse sand : 2.9 to 3.2 shall be used for concrete.

In general, the fineness modulus of sand shall not be less than 2.5 and shall not exceed 3.0. A sand having a fineness modulus more than 3.2 will be unsuitable for making satisfactory concrete.

**C. The sieve analysis of sand shall be as under**

<b>IS Sieve Designation</b>	<b>% By weight Passive sieve</b>	<b>IS Sieve Designation</b>	<b>% By Weight passive sieve</b>
4.75 mm	100	600 Micron	30 – 100
2.36 mm	90 – 100	300 Micron	5 – 70
1.18 mm	70 – 100	150 Micron	0 – 50

The Mode of measurement and rate shall be given as per one cubic meter basis.

**Item No. 6:-Providing and supplying bag of 53 grade opc cement as in good condition to use purchase from the market in amc store incl. loading, unloading and stacking as directed by engg. Incharge (market rate)**

Providing and supplying bag of 53 grade ordinary portland cement like ultratech, jk laxmi, ambuja brand as in good condition to use purchase from the market in amc store incl. loading, unloading and stacking as directed by engg. Incharge and relevant other specification apporeved by R & B guide line

The Mode of measurement and rate shall be given as per one No. basis.

**Item No. 7: Supplying grit size of 6.3 to 10 mm size at AMC Road Store incl.loading unloading grit shall consist of crushed or broken stone and be hard strong dense,durable clean from dust of proper gradation and free from skin on coating likely to preven proper adhension.**

Supplying grit size of 6.3 to 10 mm size at AMC Road Store incl.loading unloading.

Grit shall consist of crushed or broken black trap stone and be hard, strong, dense, durable clean of proper gradation and free from skin or coating likely to prevent proper adhesion of mortar. Grit shall generally be cubical in shape and as far as possible flaky elongated pieces shall be avoided. It shall generally comply with the provisions of IS : 383 Unless special stone of particular quarries is mentioned, grit shall be obtained from the best black trap or

equivalent hard stone as approved by the Engineer-in-charge. The grit shall have no deleterious reaction with cement.

The grit shall conform to the following gradation as per sieve analysis:.

<b>IS Sieve Designation</b>	<b>% By weight Passive sieve</b>	<b>IS Sieve Designation</b>	<b>% By Weight passive sieve</b>
12.50 mm	100 %	4.75 mm	0 – 20%
10.00 mm	85 – 100	2.36 mm	0 – 5%

The crushing strength of grit will be such so as to allow the concrete in which it is used to build up the specified strength of concrete.

The necessary tests for grit shall be carried out as per the requirements of IS : 2386 (parts I to VIII) , as per instructions of the Engineer-in-charge. The necessity of test will be decided by the Engineer-in-charge.

The Mode of measurement and rate shall be given as per one cubic meter basis.

અમદાવાદ મ્યુનિસિપલ કોર્પોરેશન

મધ્યલોન- ઈજનેર ખાતુ

પાણી, ડ્રેનેજ, પેવીંગ, રીઈસ્ટેટમેન્ટના કોન્ટ્રાક્ટરે ખાસ વાંચવા અને ધ્યાનમાં રાખવાની બાબત નીચે મુજબ છે.

“આ કામના દરેક આઈટમના જથ્થામાં શૂન્ય થી બરસો ટકાની વધઘટ થવા સંભવ છે. કોઈ આઈટમનો ભાવ વધારો આપવામાં આવશે નહિ. એક જ કોન્ટ્રાક્ટરે એક જગ્યાએ તમામ કામગીરી પાણી, ડ્રેનેજ, પેવીંગ, રીઈસ્ટેટમેન્ટ વિ. તમામ કામગીરી કરવાની છે. અમુક વખતે માત્ર પાણીના વ્યક્તિગત કનેક્શનો જ બદલવાના પ્રસંગો ઉભા થશે અને અમુક વખતે માત્ર મેનહોલ/ ચેમ્બરને ફરતે કાચ નાંખેલું પ્લાસ્ટર કરવાનું થાય તેવું પણ બનશે. અમુક જગ્યાએ જુના પથ્થર જ ફરીવાર રીઈસ્ટેટ કરવાના થશે કે માત્ર આસ્ફાલ્ટ રોડ ગ્રાઉટીંગ - રીઈસ્ટેટ કરવાનો થશે. તેવી દરેક આઈટમમાં વધઘટ થાય કે આઈટમ એક્ઝીક્યુટ ન થાય તેવું પણ બનશે. આના માટે કોઈપણ પ્રકારની વળતરની માંગણી કરવાની રહેશે નહિ કે ભાવ વધારો, પણ આપવાનો થશે નહિ. તેના માટે પુરતાં સાધનો અને મજૂરો હોય, એક સાથે અનેક જગ્યાઓએ કામ કરવાની ક્ષમતા હોય તેમણે જ વિચારીને ટેન્ડર ભરવું. મજૂરો નથી કે ગામડે જતા રહ્યા છે કે હોળી, નવરાત્રી, દિવાળી, લગ્ન સીઝન કે અન્ય તહેવારોમાં કે પ્રસંગોમાં મજૂરો આવતા નથી તેવા કે બીજા કોઈપણ બહાના હેઠળ કામ બંધ રાખી શકાશે નહિ અન્યથા રોજના રૂ. ૨૫૦.૦૦ની વધારાની પેનલ્ટી કામ બંધ રહે કે સૂચના કરતા ઓછા મજૂરો આવે તેને લીધે કરવામાં આવશે.”

Seal and Signature of the Bidder

Date:

Deputy City Engineer

Ahmedabad Municipal Corporation

**SECTION – IV**  
**AHMEDABAD MUNICIPAL CORPORATION**  
**ENGINEERING DEPARTMENT (CENTRAL ZONE)**  
**BILL OF QUANTITY**

<b>ENGINEERING DEPARTMENT (CENTRAL ZONE)</b>					
ESTIMATE					
<b>Name of work: -</b>		મધ્યઝોન જમાલપુર વોર્ડના રાયખડ , મીરઝાપુર તથા જુના જમાલપુર વિસ્તારના રોડ સ્ટોર ખાતે તથા ડ્રેનેજ મેન્ટેનન્સ ની રોજ બરોજ ની આવતી ફરીયાદોના નિકાલ માટે કડીયા, મજુરો, તથા છોટા હાથી ટાર્પ વ્હીકલ સપ્લાય કરવાના કામ. (એ.આર.સી)			
<b>Item No.</b>	<b>Quantity</b>	<b>Item</b>	<b>Rate</b>	<b>Per</b>	<b>Amount</b>
1	15.00	Hiring of Tractor with trolley considering 8 Hrs. As working Day hours inclu. Driver (GWSSB SOR-2022-23 Section-2E-Miscellaneous Item No.7)	2104.09	Day	31561.35
2	750.00	P/S chota hathi type vehical during day and night shift at road store incl. fuel and driver and helper charges etc.(8hr/shift)	856.24	shift	642180.00
3	0.00	Supplying, labour for excavation of all types of soil at any depth including excavation of asphalt pavement of any thickness, demolition of brick work in CM of any proportion including stacking of serviceable materials and disposal of unserviceable material etc. comp. as directed.			
a	3599.00	Mazdoor at day /night (As per min.wages circular of GOG)	493.00	No.	1774307.00
b	510.00	Makadam/ supervision/Fitter at day / Night	640.00	No.	326400.00
C	355.00	Mason	633.00	No.	224715.00

**Ahmedabad Municipal Corporation**

4	0.00	Extra rate over item of excavation of earth for excavation of asphalt pavement / RCC of thickness up to 0.20 meter including demolishing the asphalt carpet, metal,s oiling/cutting Reinforcement etc.comp. with stacking the material as directed. (Based on Previously approved rate by C E sir )			0.00
a	3	up to 0.20 meter thickness (By Manual)	71.10	Smt	180.15
			<b>Total Rs.</b>	<b>:-</b>	<b>2999343.50</b>

**Seal and Signature of the Bidder**  
**Date:**

**Deputy City Engineer**  
**Ahmedabad Municipal Corporation**