

TENDER FOR

Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

:: TENDER DOCUMENT ::

AHMEDABAD JANMARG LIMITED First Floor, Dr. Ramanbhai Patel Bhavan, Ahmedabad Municipal Corporation Zonal Office, Usmanpura, Ahmedabad 380013 Phone No. - (079) 27543743

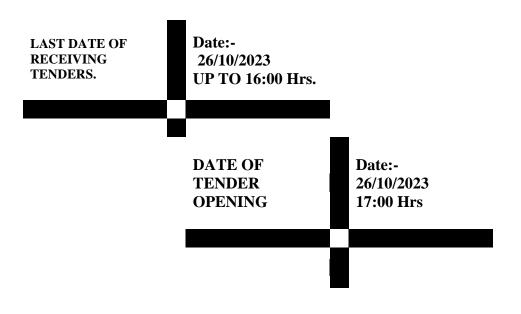
Tender Notice

TENDER FOR **Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.** Ahmedabad Janmarg Limited invites percentage rate sealed tenders from interested contractors for Tender document for **Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.**in Ahmedabad city. Interested Parties may download tender document from A.M.C. website <u>www.ahmedabadcity.gov.in</u> from **11/10/2023 to 26/10/2023** and submit it in a sealed envelope as specified by 16:00 hrs, Date: **26/10/2023** to the General Manager AJL, Ground Floor, Dr. Ramanbhai Patel Bhavan, Usmanpura, Ahmedabad -380013.

Executive Director- AJL

TENDER DOCUMENT

Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.



TENDER DOCUMENTS

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Ground Floor, Dr. Ramanbhai Patel Bhavan, Ahmedabad Municipal Corporation Zonal Office, Usmanpura, Ahmedabad 380013 Phone No. – (079) 27543743

TENDER NOTICE

1	Name of work	TENDER DOCUMENT For Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.	
2	Time Limit	12 months.	
3	Eligibility Criteria	Register "E-2" class in PWD in Govt. R&B/CPWD/AMC or equivalent registration with any other state Govt/institutions.	
4	Estimated Cost put to tender	Rs.3,85,716.00	
5	Earnest Money Deposit	Rs.3858.00/- Demand Draft or pay order in favour of Ahmedabad Janmarg Limited payable at Ahmedabad/Bank Guarantee) To be submitted as prescribed in 7.0 below. Demand Draft or Bank Guarantee shall be from Nationalized Bank and approved banks by A.M.C (Ref. Cl.15 information to Tenderer) and valid for 120 days.	
6	Tender fee (Non refundable)	Rs.708/-(Including 18% GST) (Demand Draft in favour of Ahmedabad Janmarg Limited payable at Ahmedabad.)	
7	Submission of EMD and Tender Fees	In separate sealed cover each for EMD and Tender Fees along with Tender as described in the invitation of tender and submitted 26/10/2023 by 4.00 PM in the office of the Authority at First Floor, Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura, Ahmedabad 380013.	
8	Tenders issue date	Tenders from the AMC website <u>www.ahmedabadcity.gov.in</u> shall be down loaded Dt. 11/10/2023 to Dt. 26/10/2023.	
9	Last date of receiving Tenders.	Dt:- 26/10/2023 up to 16:00 Hrs . only. The tenders received after this date and time will not be entertained under any circumstances.	
10	Date of Opening	Qualification Bids shall be opened on 26/10/2023 at 5.00 PM in the office of Authority at First Floor, Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura, Ahmedabad 380013	
11	Mode of sending the Tender Documents	Document shall be submitted in sealed envelope systems By RPAD/Speed post/ Hand Delivery/ Courier in sealed covers as described in submission of the tender.	
12	Terms, Condition, & Specification	All general condition of contract of form B1 condition of contract shall be applicable. Except Whenever specified Specification.	

Conditional tenders will not be accepted. Ahmedabad Janmarg Limited reserves the rights to reject any or all the tenders without assigning any reasons thereof.

Seal and Signature of the Bidder

General Manager

Ahmedabad Janmarg Limited

Date:

INFORMATION TO TENDERERS

	INFORMATION TO TENDERERS				
	Name of Work:	Providing and fixing Median Marker & Tree Guard			
-		sign in diff BRTS Route in Ahmedabad Janmarg Ltd.			
	Tender:	Documents with General Conditions and Technical Specifications with BOQ.			
1	Estimated cost	Rs3,85,716.00			
2	Earnest Money	Rs.3858/- to be submitted in the form of D.D. or pay order in favor			
	Deposit	of Ahmedabad Janmarg Limited payable at Ahmedabad. valid for 120 days.			
3	(A) Security	Total 5% of Tender Amount in form of D.D or Bank Guarantee			
	Deposit/Performance Security:	within 15 days after LOA given. This will be released after 6 months of final bill.			
	(B) Retention	Retention @ 2% of the value of work done will be deducted			
		from each RA bill. It will be released along with release of payment of Final Bill			
4	Mode of sending the	By RPAD/ Speed Post/ Hand Delivery/ Courier Main Cover			
	Tenders	Contains Separate cover of EMD, Separate cover for Tender Fees			
		and Separate cover of Tender In duplicate.			
		Tender shall be submitted to General Manager AJL, First Floor,			
		Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura,			
		Ahmedabad 380013. On or before .			
5	Tender validity	120 days from the date of submission of the tender			
	period:				
6	Time of Completion:	Total time limit for the work is 12 months after 15 days from the			
		date of work order. Contractor shall have to carry out works as			
		per instruction of engineer in charge.			
7	Penalty for not	If contractor fails to work within 48 hour after given			
	attending work	instruction from in-charge officer by telephonic, SMS, written			
		penalty of Rs. 1000/- per day will be imposed.			
8	Last date of receipt:	Dt <mark>26/10/2023. up to 16:00 Hrs</mark> .			
9	Water, Electricity	Contractor shall have to make his own arrangements for water and			
		electricity for the purpose of construction work at site at his own			
		expense.			
10	Tenders, which do not	fulfill all or any of condition or are submitted incomplete in any			
	respect or are condition	onal tenders, will be rejected. Chairmen Ahmedabad Janmarg			
Ì	Limited reserves the	rights to reduce/increase the scope of work and contract without			
	assigning any reason thereof.				
11	No price escalation will be paid/ recovered for the works mentioned in the Tender.				
12`	No advance for machinery or materials will be given.				
13	Mobilization advance will not be given.				

Seal and Signature of the Bidder

General Manager

Ahmedabad Janmarg Limited

Date:

Invitation for Bid (IFB)

1. The **AHMEDABAD JANMARG LIMITED**, (hereinafter called "the Employer") invites sealed bid from reputed and qualified bidders for the construction of Works detailed in the Table below:-

Sr.	Name of Works	Approximate value	Bid Security	Completion
No.		of works (Rs.)	(Rs.)	Period
1	Providing and fixing Median Marker&Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.	Rs.3,85,716.00	Rs.3858/-	12 months.

2. Tender (a complete set of bidding document) fee shall be **Rs. 708/-** (Including 18% GST) in the form of Demand Draft / Pay Order from any Nationalised Bank in favour of Ahmedabad Janmarg Limited, Ahmedabad, payable at Ahmedabad, which shall be non refundable. **The fees shall be paid at the time of submitting the tender.**

3. Interested bidders shall download the tender documents from AMC's website **www.ahmedabadcity.gov.in** up to 26/10/2023, 16.00 Hrs tender fee as mentioned in clause 2 above shall be paid by the bidder at the time of bid submission.

4. All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Ahmedabad and drawn in favour of Ahmedabad Janmarg Limited, Ahmedabad. Bid Security will have to be in any one of the forms as specified in Clause 15 of ITB (Instructions to Bidders).

5. All Bids must be delivered to **General Manager, Janmarg** in the office of Authority at Ground Floor, Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura, Ahmedabad 380013 not later than **16:00 hrs on 26/10/2023**.

6. The Bids will be opened at 17:00 hrs on 26/10/2023, at the office General Manager, Janmarg in the office of Authority at Ground Floor, Dr.Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura, Ahmedabad 380013 in the presence of bidders or their representatives who choose to attend. In the event of the specified date of bid submission/opening being declared a holiday for the Employer, the bids shall be received /opened on the next working day at the same place and the same time.

Section I – INSTRUCTIONS TO BIDDERS (ITB)

A. General 1. Scope of Bid

"AJL" shall mean Ahmedabad Janmarg Limited, a 100% subsidiary of Ahmedabad Municipal Corporation (AMC). Also an entity incorporated as a company under The Companies Act, 1956 for the purpose of planning, establishment, implementation, management, supervision and control of the Bus Rapid Transit System (BRTS) in Ahmedabad city and its authorized successors and assigns at all times.

"AMC" shall mean Ahmedabad Municipal Corporation established in July 1950 under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of the city of Ahmedabad.

"Authority" means Ahmedabad Janmarg Limited (AJL) / Ahmedabad Municipal Corporation (AMC).

The Ahmedabad Janmarg Limited hereinafter called "the Employer" invites bids for the construction of works (as defined in these documents, hereinafter referred to as "the Works") detailed in the table given in the IFB.

1.2 The Works consist of:

Scope of work Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in

Ahmedabad Janmarg Ltd.

- 2. Source of Funds
- 2.1 **The expenditure on these Works will be met by** AHMEDABAD JANMARG LIMITED

3. Eligible Bidders

- 3.1 This invitation for bids is open to bidders who has necessary bid capacity and who meet the following requirements:
 - A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practice.
 - The bidders shall have a registration with State PWD, and/or CPWD for <u>"E-2" class</u> and or equivalent. If contractor is not registered with AMC in the relevant class, on award of contract he shall be required to register himself with AMC within 3 month's time.

Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4. Eligible Material, Equipment and Services

- 4.1 At the Employer's request, the bidder having offered the lowest evaluated financial bid may be required to provide evidence of the origin of materials, equipment, and services to the satisfaction of the Employer.
- 4.2 For purposes of Sub Clause 4.1, "origin" means the place where the materials are mined, grown, produced or manufactured; similarly for equipments and from where the services are provided.

5. Qualification of the Bidder

To be qualified for award of Contract, bidders shall:

a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

b) Have adequate experience, financial capacity, adequate available bid capacity and technical capability to undertake the Contract. Confirmation of these matters may involve the updating, verification and reassessment of information, which may previously have been considered during pre qualification.

c) The bidder shall submit the following information on eligibility and qualification duly updated including any changes since pre qualification:-

FORM 1

General information

All individual firms must complete the information in this form. Nationality information shall be provided for all owner(s) or applicant(s) that are partnership or individually owned firms.

1 Name of firm :

2 Head office address :

.....

.....

3 Local office addresses (if any) :

.....

4 Telephones/ Contact :

5 E-mail addresses :

6 Place of incorporation/registration :

7 Year of incorporation/registration :

- current contract commitments/works in progress
- ➢ financial data
- > Additional information regarding litigation, debarment, arbitration, etc.
- ➢ Affidavit.
- (d) Submit proposed methodology in sufficient detail and programmed of construction backed with equipment planning and deployment duly supported with broad output calculation and quality assurance procedures proposed to be adopted justifying the adequacy of the bidder's proposal to meet the technical specification and the completion of work within the stipulated period of completion.

5.3 Disqualification

Even though the Bidders may meet the above criteria, they are subject to be disqualified for any of the following reasons:

a) Misleading or false representation in the forms, statements and attachments submitted.

- b) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- c) Has been identified by the Employer as poor performer in implementation of ongoing AMC works.

5.4 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. One Bid per Bidder

6.1 Each bidder shall submit only one bid per contract package either by himself or as a partner in a joint venture. A bidder who submits or participates in more than one bid for a contract package will be disqualified.

7. Cost of Bidding

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

8. Site Visit

- 8.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility 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.
- 8.2.1 The bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. Bidding Documents

9. Contents of Bidding Documents

9.1 The set of bidding documents listed below:

9.2 Document

Section I	Instruction to Bidders (ITB)
Section II	General Conditions of Contract
Section III	Form of Bid and Appendix to Bid
Section IV	Technical Specifications

Section V Forms Section VI Bill of Quantities (BOQ)

9.2 The bidder is expected to examine carefully the contents of all the above bid documents. Failures to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clause 26 and 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

C. Preparation of Bids

10. Language of Bid

10.1 The bid, and all correspondence and documents related to the bid exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

11 Documents comprising the Bid

11.1 The bids shall be submitted in hard copy and two copies, one marked as "original" and other marked as "Duplicate", both of which comprise the following documents:-

Tender Document:-

- i) Bid Security for an amount as specified in the Invitation for Bids (IFB).
- ii) Information as specified.
- iii) Tender fees as specified in the Invitation for Bids (IFB).

The Tender Document shall be hard bound and all pages machine numbered. Bid security shall be furnished in "Original" set of Document.

i)	Form of Bid and Appendix to Bid	1
	(SectionIII) –	duly filled in and signed on each page
ii)	Priced Bill of Quantities -	duly filled in by percentage above or
	(Section-VI)	below and signed on each page

Each part shall be separately sealed and marked in accordance with the sealing and marking. In case of any ambiguity the "Original" set of document shall prevail.

- 11.2 The documents listed under Section III, V, for Bid Security of Sub Clause 9.2 shall be filled in without exception in the given format.
- 11.3 The bidder shall prepare and submit **two copies** of the bid.
- 11.4 The following documents are deemed to be part of Tender Invitation for Bids (IFB)
 Instructions to Bidders (ITB)
 General Conditions of Contract
 Technical Specifications

12. Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in bidding documents, based on the percentage rate amount in the Bill of Quantities submitted by the bidder.
- 12.2 The bidder shall fill in percentage rate above or below and total amount (**both in figures and words**) for overall items of the Works provided in the Bill of Quantities along with total bid price derived after application of percentage above or below (**both in figures and words**).

Items (for which rate has been provided) against which no quantity is entered will be paid for by the Employer on actual measurement onsite when executed.

Crossing out, initialing, dating and rewriting, if any, shall make corrections.

The percentage and amount (both in figures and words) filled in Form of Bid in Section II by the Bidder shall be laminated and any corrections shall be made by initialing dating and re-writing, which shall also be laminated.

All pages of the Bill of Quantities shall be initialed.

- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as of the date 28 days prior to the deadline for submission of the bids, shall be included in the rates and prices and the total bid price submitted by the bidder and the evaluation and comparison of bids by the Employer shall be made accordingly.
- 12.4 The percentage rate and amount quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of method of price adjustment clause in Appendix to Bid form of Section V.

13 Currencies of Bid and Payment

- 13.1 The rates and the prices shall be quoted by the bidder entirely in Indian Rupees
- 13.2 All payments including advances, if any, shall be made in Indian Rupees.

14 Bid Validity

- 14.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the deadline date for bid submission specified in Clause. The Employer as non-responsive shall reject a bid valid for a shorter period.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. 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 the period of the extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The bidder shall furnish as part of its Bid, a Bid Security in the amount as stipulated in the Invitation for Bid (IFB) for particular work(s). The Bid Security shall be drawn in favor of Ahmedabad Janmarg Limited payable at Ahmedabad, and may be in one of the following forms:
 - a) Bank Guarantee from any Approved Bank to Employer.

The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the Section VI of Bid Document.

b) Demand Draft issued by any Approved Bank. The lists of Approved Banks are mentioned below.

List of Approved Banks for the Purpose of Providing Bid Security/Performance Security/Tender Fee

With reference to List of Banks declared by Government of Gujarat, Finance Department vide No. FDR/GR No. EMD/04/2022/0002/DMO dtd. 20.05.2022 and as per Circular No. 10,Date:-01.06.2022 of Finance Department Ahmedabad Municipal Corporation dated 01.06.2022, all bank guarantee and D.D. of concern Branches listed in List of approved Banks for EMD and bank guarantee for Security Deposit shall be accepted of Branches of Ahmedabad and Gandhinagar City only.

List of Approved Banks for the Purpose of Providing Bid Security/Performance Security/Tender Fee

A15.1 (A) Guarantee issued by following banks will be accepted as SD/EMD on permanent **basis.**

1) All nationalized banks

A15.2 (B)Guarantees issued by following banks will be accepted as SD/EMD for theperiod up to March- 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1.Commercial Banks :-

- 1. A U Small Finance Bank
- 2. Axis Bank
- 3. City Union Bank
- 4. DBS Bank India Limited
- 5. DCB Bank
- 6. Equitas Small Finance Bank
- 7. Federal Bank
- 8. HDFC Bank
- 9. ICICI Bank
- 10. IndusInd Bank
- 11. Kotak Mahindra Bank
- 12. RBL Bank
- 13. Standard Chartered Bank
- 14. Tamilnadu Mercantile Bank
- 15. Ujjivan Small Finance Bank

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

- 1. The Ahmedabad Mercantile Co-operative Bank Limited
- 2. Kalupur Commerical Co-operative Bank Limited
- 3. Nutan nagrik Sahakari Bank Limited
- 4. Rajkot Nagarik Sahakari Bank Limited

- 5. Saraswat Co-operative Bank
- 6. Saurashtra Gramin Bank
- 7. The Gujarat State Co-Operative Bank
- 8. The Mehsana Urban Co-operative Bank Limited
- 9. The Surat District Co-operative Bank
- 10. The Surat Peoples Co-operative Bank
- 15.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 28 days beyond the validity of the bid.
- 15.3 Any bid not accompanied by an acceptable bid security and not secured as indicated in Sub Clause 15.1 and the Employer as non shall reject 15.2 above –responsive.
- 15.4 The Bid Security of the unsuccessful bidders, except for L1, L2 and L3 bidders, will be returned as promptly as possible as but not later than 28 days after the expiration of the period of bid validity.
- 15.5 The Bid Security of the successful bidder, along with second and third lowest tenders, will be returned when the bidder has furnished the required performance security and signed the agreement.
- 15.6 The Bid Security may be forfeited
 - a) If the bidder withdraws his bid during the period of bid validity;
 - b) If the bidder does not accept the correction of his bid price, pursuant to Clause 26;
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to
 - i) Furnish the required Performance Security or
 - ii) Sign the Agreement.

16. Alternative Proposals by Bidders - Deleted

17. Formats and Signing of Bid

- 17.1 The bidder shall prepare two copies of the documents comprising the bid as described in Instructions to Bidders.
- 17.2 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.
- 17.3 The bid shall contain no alterations, omissions 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 all such corrections.
- 17.4.1 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures.

17.4.2

D. Submission of Bids

18. Sealing and Marking of Bids

18.1.1 The bidder shall submit the Technical and Financial Bid in one volume. This volume shall be sealed in envelope along with the separate sealed envelopes of tender fee and bid security. These envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-

Outer Envelope:

Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

Bid Reference Number: Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

Inner Envelope

Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

Tender document (In one volume)

- i) Bid Security in a separate sealed envelope marked "Bid Security"
- ii) Tender fee in a separate sealed envelope marked "Tender fee"

18.2 The inner and outer envelopes shall

a) Be addressed to the Employer at the following address:

General Manager AJL, First Floor, Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura Ahmedabad 380013. Gujarat.

b) Bear the following identification:

Bid for Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd."

TO BE OPENED ONLY IN PRESENCE OF THE EVALUATION COMMITTEE

c) Indicate the name and address of the bidder.

18.3 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.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Employer at the address specified above not later than the time and date specified in the IFB.
- 19.2.1 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

21. Modifications and Withdrawal of Bids

- 21.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or the Employer prior to the deadline for submission of bids receives withdrawal. Any MODIFICATIONS in respect of tender document shall be submitted in separate sealed envelope duly marked so.
- 21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as appropriate.
- 21.3 No bid shall be modified by the bidder after the deadline for submission of bids.
- 21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the Bid Security pursuant to Clause 17.

E. Bid Opening and Evaluation

Opening of Tender (Bid)

- 22.1 The Employer will open the outer envelope of all the bids received for the package (except those received late) containing the sealed Tender volume and announce the names of (i) bidders, (ii) bidders who have submitted modification of Tender bids, and (iii) bidders who have given notice for withdrawal of their bids in the presence of bidders or their representatives who choose to attend on the date and time mentioned in the IFB. In the event of specified date of bid opening being declared as a holiday for the Employer, the Tender will be opened at the appointed time and location on the next working day.
- 22.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened and shall be returned.

- 22.3 Envelopes marked Tender volume shall then be opened. The Employer at the opening will announce bidder's names, 'Modification of Tender', the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each bid and such other details, as the Employer may consider appropriate.
- 22.4 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 22.5 The Employer shall prepare besides the record of bid opening, minutes of the Bid opening, including the information disclosed to those present in accordance with Sub Clause 25.3 hereof.

23. Examination of Tender and Determination of Responsiveness of Tender.

- 23.1 Prior to evaluation of Tender volume, the Employer will determine whether the bid is accompanied by the required Bid Security.
- 23.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in the form, the bid shall be rejected by the Employer as non-responsive and the Tender volume will be returned to the bidder.
- 23.3 Subject to confirmation of the Bid Security by the issuing bank, the Tender volume accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the bid shall be rejected as non-responsive and no further evaluation carried out.
- 23.4 The tender volume will further be examined to determine whether the bid has been properly signed, meets the eligibility and qualification criteria, has the required available bid capacity, is accompanied by the requisite certificates, undertaking and other relevant information specified in the bid documents and is substantially responsive to the requirement of the bidding documents and provides any clarification for ascertaining the correctness of the information/details that the Employer may require pursuant to Clause 30.
- 23.5 If the Tender volume is not substantially responsive, it will be rejected by the Employer and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

24. Opening of Tender

- 24.1 The Tender volume shall be opened for evaluation and award.
- 24.2 Tender volume of the bidders whose bid capacity has already been exhausted on award of package(s) prior to the package under consideration shall not be opened and returned unopened to the bidder.
- 24.3 The Employer will open the Tender volume of those bidders whose document has been determined to be substantially responsive in accordance with Clause 26, and who have the required available bid capacity, in presence of the bidders or their representatives who choose to attend on the date intimated to such bidders. In the event of specified date of Tender volume opening being declared a holiday for Employer, the 'Tender volume' shall be opened at the appointed time and location on the next working day.
- 24.4 Tender volume of the bidders whose bid capacity has already been exhausted on account of award of packages prior to this proposal will not be opened for further evaluation and will be returned to the bidders.
- 24.5 The names of the bidders whose Tender volume is found to be substantially responsive, the bid prices, the total amount of each bid, any discount, 'modifications of B.O.Q and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening of the Tender volume. Any bid price, which is not read out and recorded at the bid opening, will not be taken into account in Bid Evaluation.
- 24.6 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 24.7 The Employer shall prepare besides the record of bid opening, minutes of the Tender volume opening including the information disclosed to those in accordance with Sub-Clause 27.4.

25. Examination of Bids and Determination of Responsiveness of Bid

- 25.1 The Employer will determine responsiveness of each Tender volume with respect to filled percentage above or below of total amount of Priced Bill of Quantities, Technical Specifications, Drawings and other relevant requirement of bidding documents.
- 25.2 A substantially responsive Tender volume is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Tender volume.
- 25.3 If the Tender volume 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.

26. Correction of Errors

26.1 Tender volume determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the figures and words, for % and amount, the figure in words will govern and
- ii) Where there is discrepancy in total amount arrived by addition of percentage (above or below), the amount arrived by addition percentage (above or below) as written in word shall govern.
- 26.2 The amount stated in the Form of 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 of bid, his bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 15.

27. Evaluation and Comparison of Tender volume

- 27.1 The Employer will evaluate and compare only those Tender volumes which are determined to be substantially responsive in accordance with Clause 28 and qualified for award of Contract in accordance with Clause 5.
- 27.2 In evaluating the Tender volume, the Employer will determine for each Tender volume the evaluated Bid Price by adjusting the Bid Price as follows:
 - a) Making any correction for errors pursuant to Clause 29;
 - b) Making appropriate adjustments to reflect any price modifications offered in accordance with Clause 24.
- 27.3 The estimated effect of the price adjustment provision under method of price adjustment mentioned in Appendix to Bid Form of Section V applied during the period of implementation of the Contract, shall not be taken into account in Bid evaluation
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of the items of the Works 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 construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 37 be increased up to an additional 5 (five) per cent at the expense of the successful bidder to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
- 27.5 A bid, which is unrealistically lower then estimate and which the bidder, could not substantiate satisfactorily, may be rejected as non-responsive.

28 Clarification of Bids

- 28.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for authentication the correctness of the information/details furnished by him in his bid. Such request by the Employer and the response by bidder shall be in writing or by cable/fax, 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 arithmetical errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.
- 28.2 Subject to Sub Clause 31.1, no bidders shall contact the Employer on any matter relating to his bid from the time of bid opening to the time contract is awarded.
- 28.3 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 his bid.

29. Process to be Confidential

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

F. Award of Contract

30. Employer's Right to accept any Bid and Reject any or all Bids

30.1 Notwithstanding Clause 33, the Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to 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.

31. Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable/fax and confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") shall name the sum which 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 Conditions of Contract termed "the Contract Price").
- 31.2 The notification of award will constitute the formation of the Contract.

32. Signing of Agreement

- 32.1 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer will direct him to submit the Performance Security and attend the Employer's office on a date determined by the Employer for signing the Form of Agreement.
- 32.2 Within 28 (twenty eight) days of the date of signing the Form of Agreement, the successful bidder shall, if required, have the same engrossed, have the correct amount of stamp duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed on behalf of the successful bidder to the Employer.

33.0 Corrupt or Fraudulent Practices

- 33.1 The Employer will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Employer will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AHMEDABAD MUNICIPAL CORPORATION if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
 - i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of

value to influence the action of any such official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

Seal and Signature of the Bidder

General Manager

Date:

Ahmedabad Janmarg Limited

Section II - CONDITIONS OF PARTICULAR APPLICATION

- 1. The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule.
- 2. The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the bidder and to allow proper evaluation, will rest entirely on the Bidder.
- 3. All information has to be typed or hand written legibly. All pages of the Bid have to be initialed by the bidder
- 4. ALL INFORMATION HAS TO BE SUBMITTED IN THE PRESCRIBED FORMAT ONLY. Projects for which incomplete information has been provided will not be considered for evaluation. The Bidder may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm) except Vol. V.
- 5. The scope of work, project description mentioned in the document is indicative and is likely to change during detail design.
- 6. Conditional tenders will not be accepted.
- 7. AJL's decision for selection or rejection of the offers shall be final and binding to all.
- 8. Bidder should provide information as mentioned in the prescribed forms for Road projects. Information other than that related to Road projects shall not be considered for evaluation.
- 9. If Chairmen AJL is convinced that the Bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said Bidder will be liable for disqualification / rejection at any stage.
- 10. Proof for fulfillment of eligibility criteria should be submitted along with Tender volume. If the Tender volume is submitted without valid documents and without proof of eligibility criteria will be rejected.
- 11. Those who do not meet with the eligibility criteria need not submit the Tender document.
- 12. Tenders, which do not fulfill all or any of condition or are submitted incomplete in any respect or are conditional tenders, will be rejected.
- 13. Chairmen AJL reserves the rights to reduce/ increase the scope of work and contract without assigning any reason thereof.
- 14. Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expense.
- 15. If the contractor fails to execute the said works within prescribed time limit, the said work will be carried out at the risk and cost by other contractors with 15 % supervision charges as may be decided by the Executive director AJL.

16. Safety and Signage

Contactor has to arrange for the complete safety of the persons working for project, users of the road i.e. public and vehicles also. All the arrangements of traffic drums, metal / fiber cones, traffic blinkers, traffic signs as per design, safety tapes etc. to be arranged at site.

Necessary florescent marking on traffic signs to be provided so that it should be visible at night. During night working hours safety in charge personnel's shall be provided with florescent jackets.

17. Tax, Duties on Materials

All charge on account of G.S.T, service tax etc. on material procurement or any other component for the works from any source shall be borne by the contractors.

Rates of all item are Exclusive of GST, so GST will be paid as per prevailing rates at time of payments.

- 18. Contractor shall make arrangement **Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.** on site as per instruction of engineer in charge.
- 19. Quantity shown in BOQ is approximate nature. Work on site will be carried out as per requirement accordingly quantity may vary.

Contractor will inform to carry out **Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd..** by telephonic ,phone SMS or instruction in writing.

Contractor shall kept sufficient stocks of material. If contractor fails to complete the work, as above schedule, penalty will be imposed as mentioned in 8 - Compensation for delay - Information to tenders.

Seal and Signature of the Bidder

General Manager

Date:

Ahmedabad Janmarg Limited

Section III

A: FORM OF BID

(The Appendix forms part of the Bid. Bidders are required to fill up all the blanks in the form of Bid)

Name of the contract: Providing and fixing Median Marker & Tree Guard sign in diff

BRTS Route in Ahmedabad Janmarg Ltd.

To, General Manager AJL First Floor, Dr. Ramanbhai Patel Bhavan, AMC Zonal Office, Usmanpura Ahmedabad 380013. Gujarat.

Dear Sir,

 Having examined the Conditions of Contract, Specifications, Bill of Quantities, No._____ for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Bill of Quantities, for the sum of Rs______ (Rupees______)

)

My/our offer works out as under:		
Amount put to tender	Amount put to tender Rs.	
Add% above	Deduct	% below
%(in words)	%(in words)	
Net Amount	Net Amount	
In figure: Rs	In figure: Rs	

- 2. We acknowledge that the Appendix to Bid forms part of our Bid.
- 3. We undertake, if our Bid is accepted, to commence the Works on Site within the period stated in the Appendix to Bid hereto after receipt of an order of the Engineer's notice to commence, and to complete and deliver the sections and the whole of the Works comprised in the Contract within the period stated in the Appendix to Bid hereto.
- 4. If our Bid is accepted, we will furnish Performance Security (ies) in the form of Bank Guarantee(s) to be jointly and severally bound on us in accordance with the Conditions of Contract.

- 5. We agree to abide by this Bid for the period of one hundred and twenty (120) days after the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. We understand that you are not bound to accept the lowest or any Bid you may receive.
- 8. All the partners of our Joint Venture are legally and severally bound by this Bid1.
- 9 Chairmen AJL, has right to reject any or all bids without giving any reason.

Dated this day of	2016
Signature	
behalf of	duly authorised ² to sign Bid for and on
Address (in block capitals)	
Name of Witness	
Occupation of the Witness	
Address of Witness	
Signature of Witness	

- **1.** To be deleted if the bidder is not a Joint Venture.
- 2. Certified copy of Power of Attorney/Authorization for signature shall be furnished by the Bidder in accordance with Clause 20 of Instruction to Bidders (Section I).

Seal and Signature of the Bidder

General Manager

Date:

Ahmedabad Janmarg Limited

APPENDIX TO BID

Sr No.	Items	Conditions of Contract Clause/ Sub	Particular Conditions for this Contract	
		Clause		
1	Earnest Money Deposit		Rs. 3858/-	
2	Amount of Security Deposit(Performance Security)		Total 5% of Tender Amount in form D.D or Bank Guarantee within 15 days after LOA given. This will be released after final bill.	
3	Tender validity period		120 days from the date of submission of the tender	
4	Address		 The Employer is : Chairmen AJL First Floor,Dr. Ramanbhai Patel Bhavan,AMC Zonal Office,Usmanpura Ahmedabad 380013. Gujarat. Name of authorized Representative/Engineer-in-charge: General Manager AJL 	
5	Language ability of Contractor's representative		English	
6	Time for commencement of works		15 days	
7	Time of completion		12 Months	
8	Amount of liquidated damages		0.1 % of contract price per day delay	
9	Limit of liquidated damages		10 % of contract price.	
10	Deduction of Retention Money from each RA Bill		Retention 1. @ 2% of the value of work done will be deducted from each RA bill. It will be released along with release of payment of Final Bill.	
11	Place of Arbitration		Ahmedabad	
12	Language of Arbitration		English	
`13	Notice to Employer and Engineer		Chairmen, AJL or his duly appointed authority	
14	Method of Price Adjustment for cement		Not applicable	
15	Amount to be deducted from each bill for labour welfare fund (non- refundable)	Welfare cess act 1996		

Seal and Signature of the Bidder

General Manager

Secton-IV TECHNICAL SPECIFICATIONS

This section gives technical specifications for execution of works. Relevant Items from Building Specifications of R & B shall also apply with these specifications.

TECHNICAL SPECIFICATIONS

<u>NOTE:- All Indian Standards mentioned are to be considered as latest version</u> <u>available on the date of submission of financial bid and during the execution of</u> <u>works.''</u>

Notes:

- 1) Any discrepancy arising out of a conflict between the specifications as mentioned in this chapter and the Bills of Quantities, shall be brought to the notice of the Consultants, Engineer in charge prior to execution and clarification sought for the same.
- 2) All works of repair and maintenance shall be carried out in a manner to achieve the finishes, line, levels, slopes and surfaces to match the finishes of the existing Bus shelter and should be carried out as per the best Engineering practices. The works carried out shall not in any case look patchy and shall not hamper the structural stability of the existing Bus shelter/building nor shall affect the character of the existing Bus shelter/building.
- 3) The works are to be carried out in heavy traffic conditions and hence safety or every worker and general public and adjacent properties shall be strictly taken care.
- 4) The contractor shall barricade the Bus shelter whenever required and all safety measures shall be adhered to while the execution of the works.
- 5) Finishes or makes shall match the makes and finishes of the original construction tender document unless if not mentioned specifically in Technical Specifications and Bills of Quantities.

SPECIFICATIONS OF MATERIALS – CIVIL

This section gives detail specifications for mainly used materials, for other materials refer Building Specifications.

DETAILED GENERAL TECHNICAL SPECIFICATIONS FOR BUILDING WORKS FOR ALL TENDER ITEMS

Source: Gujarat Book Stores (P) Ltd. B-20, District shopping center , sector 21, Gandhinagar, Or the Above Building Technical Specification can be Available from Ahmedabad Municipal Corporation web side: <u>www.egovamc.com.and www.ahmedabadcity.gov.in</u>,

Mode of Mesurement should be as per IS 1200

Item No.1:- Providing and fixing 3M or Avery Dennison brand Median Marker or equivalent made of tough impact resistant injection moulded thermoplastic body confirming to ASTM D256 Standards having flourecent micro prismatic sheeting of 100 mm dia conforming to type- XI as per ASTM D4956 Standerds on both side the Median Marker. The Slope of reflective surface shall be 15 degrees to base. The Median Markers shall be fixed to the concrete surface using the adhesive and screws as per procedure recommended by the manufacture and as per direction of Engineer in charge (S.O.R - 2015-16)**Mode of Measurement (Nos.)**

for Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

Seal and Signature of the Bidder Date:

General Manager Ahmedabad Janmarg Limited.

SECTION – V

FORM OF BID SECURITY (BANK GUARANTEE)

Where as M/s..... (Hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the term and conditions of tender for the work of.....

.....

- 1. Therefore. We hereby affirm that -we are guarantors on behalf of the Tenderer up to total rupees......(in words......) Rs. (in figures) and we undertake to pay to Municipal Commissioner, Ahmedabad Municipal Corporation, A' bad Specified tip to his first written demand, without demur without delay and without the necessary of a previous of judicial or administrative procedures and without the necessity of a previous of judicial or administrative procedures and without the necessity to prove to the Bank the defects or short comings or debits of the contractor any sum within the limit of Rs....
- 2. We further agree that the Guarantee herein contemned shall remain in full force and effect during the period that would be taken for the acceptance of tender. However unless a demand of claim under this guarantee is made on its in writing on or before the (Date to be specified will not be less than 120 days from the stipulated date of receiving the tender) we shall be discharge from all liabilities under the guarantee thereafter
- 3. We undertake not to revoke the guarantee during it currency except with the previous consent of the Municipal Commissioner, Ahmedabad Municipal Corporation, A' bad in writing.

4. We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer or of the Bank.

Date:

Signature & Seal of Guarantor

Bank Address

- 5. The contractors shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.
- 6. Copies of certificate as regards previous experience, if any, must accompany the tender.
- 7. List of approved banks ALL NATIONLISED BANKS

Seal and Signature of the Bidder

General Manager

Date:

Ahmedabad Janmarg Limited

SECTION VI

TENDER

Name of Work: Providing and fixing Median Marker & Tree Guard sign in diff BRTS

Route in Ahmedabad Janmarg Ltd.

PART	DESCRIPTION	AMOUNT Rs.
	Providing and fixing Median Marker & Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.	Rs 3,85,716.00
	Estimated Tender Amount	Rs 3,85,716.00

Contractor's quoted Rate: -

.....% Above

OR

.....% Below

+

_

Net Tender Amount Rs.

(RupeesOnly)

Seal and Signature of the Bidder

General Manager

Ahmedabad Janmarg Limited

Date:

Ahmedabad Janmarg Limited BRTS PROJECT

Bill of Quantity

Name of Work: - Providing and fixing Median Marker&Tree Guard sign in diff BRTS Route in Ahmedabad Janmarg Ltd.

Sr.No.	Qty	Description	Rate	Per	Amount
1		Providing and fixing 3M or Avery Dennison			
		brand Median Marker or equivalent made of			
		tough impact resistant injection moulded			
		thermoplastic body confirming to ASTM			
		D256 Standards having flourecent micro			
		prismatic sheeting of 100 mm dia			
		conforming to type- XI as per ASTM D4956			
		Standerds on both side the Median Marker.			
		The Slope of reflective surface shall be 15			
		degrees to base. The Median Markers shall			
		be fixed to the concrete surface using the			
		adhesive and screws as per procedure			
		recommended by the manufacture and as per direction of Engineer in charge (S.O.R -			
	1200	2015-16)	321.43	Nos	385716.00
	1200	2015-10/	521.45		
				Total	3,85,716.00

Seal and Signature of the Bidder Date:

General Manager Ahmedabad Janmarg Limited