



SURAT MUNICIPAL CORPORATION

LIGHT & ENERGY EFFICIENCY CELL

YEAR- 2019– 2020

E-Tender (Online) Notice No: ACE (Ele.)/Light &EEC/02/2019-20, Work No.01

NAME OF WORK: - SITC of LED indoor luminaries at various utilities and offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

| TECHNICAL BID | |
|-------------------------------------|---|
| Publishing Authority: | Additional City Engineer (Ele/ Ele & Mech) |
| Inviting Authority: | Executive Engineer, Light & Energy Efficiency Cell |
| Concern Office: | 3 RD Floor, 117, Main Office Building, Surat Municipal Corporation, Muglisara, Surat- 395 003. |
| Phone: | 0261- 2423751 to 56 Ex- 271, 498 |
| E-mail: | exen.electrical@suratmunicipal.org , |
| Type: | E-tender (website: https://smc.nprocure.com) |
| e-Technical & Price -bid Submission | |
| e- Technical & Price Bid (online): | From 09/09/2019 to 17/09/2019 @ 06:00 PM |
| e-Price-bid Submission | |
| e-Price Bid (online): | To be submitted on or before 17/09/2019 @ 06:00PM |
| Technical-bid Submission | |
| Tech-bid Submission (Hard Copy): | From 17/09/2019 to 27/09/2019 @ 05:00 PM |
| To be submitted to: | The Chief Accountant, Accounts Department, 2 nd Floor, Main Office Building, Surat Municipal Corporation, Muglisara, Surat- 395 003. |

**I N D E X**

| Technical Bid | | |
|----------------------|--|------------------|
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I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation



**SURAT MUNICIPAL CORPORATION
Light and Energy Efficiency Cell**

Online Tender Notice No. ACE (Ele.)/Light & EEC/02/2019-2020

Tender(s) are invited for the ~~facade lighting~~ ^{following} work at various location(s) within Surat City through online process on <https://smc.nprocure.com> from experience agencies.

| Sr. | Name of Work | [1] | Downloading of tender documents. |
|-----|---|-----|--|
| | | [2] | On line Tender submission (Last date). |
| | | [3] | Submission of Tender fee, EMD & other documents etc. in hard copy. |
| | | [4] | Tender Fee in Rs. |
| | | [5] | EMD in Rs. |
| | | [6] | Class of bidder. |
| [1] | SITC of LED indoor luminaires at various utilities and offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings. | [1] | 09.09.2019 to 17.09.2019 |
| | | [2] | 17.09.2019 |
| | | [3] | 27.09.2019 |
| | | [4] | ₹.1,008.00 |
| | | [5] | ₹.7,000.00 |
| | | [6] | Manufacturer / Authorized Distributor / Dealer / Supplier. |
| [2] | SITC of street light system on Katargam Ved Darwaja Fly Over Bridge. | [1] | 09.09.2019 to 17.09.2019 |
| | | [2] | 17.09.2019 |
| | | [3] | 27.09.2019 |
| | | [4] | ₹.2,688.00 |
| | | [5] | ₹.33,600.00 |
| | | [6] | Experienced. |

- Tender documents are available on <https://smc.nprocure.com>
- Bidders have to submit price bid in Electronic format only on <https://smc.nprocure.com> website till the last date & time for submission. **Offers in physical form shall not be accepted in any case.**
- Submission of Tender fee, EMD & other documents etc. in hard copy to Chief Accountant, Surat Municipal Corporation, Mugalsarai, Surat **by R.P.A.D. / Speed Post only** during the date and time mentioned as above. Surat Municipal Corporation shall not be responsible for any postal delay.
- The Surat Municipal Corporation (S.M.C.) reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:-

"(n) Code solutions – A division GNFC Ltd."

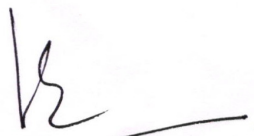
403, GNFC Info tower, Bodakdev, Ahmedabad – 380 054, Gujarat (India)

Tel: +91 26857316/17/18 Fax: + 91 79 26857321 E-mail: nprocure@gnvfc.net Web-site: www.nprocure.com

Toll Free: 1800-233-1010 (Ext. 501 & 512)

For further particulars contact above office / or visit on following websites:

www.nprocure.com / www.smc.nprocure.com


Additional City Engineer (E / E & M),
Surat Municipal Corporation.



CHECK LIST OF DOCUMENTS FURNISHED ONLINE/ HARD COPY

(MOST IMPORTANT)

| Sr. No. | Particulars | To be submitted with Tech-bid | | Please mark as for Submission |
|---------|--|-------------------------------|----------------------|-------------------------------|
| | | file to be attached online | Hard copy submission | |
| (1) | Forwarding Letter for Tender Fee, EMD, list of documents furnished etc.* | No | Yes | |
| (2) | a) Tender Fee*in form of DD or pay order in favour of “Municipal Commissioner, Surat Municipal Corporation” payable at any nationalized or Scheduled Bank situated at Surat. | YES | DD/ PO | |
| (3) | b) EMD*in form of DD or pay order in favour of “Municipal Commissioner, Surat Municipal Corporation” payable at any nationalized or Scheduled Bank situated at Surat. | YES | DD/ PO | |
| (4) | GST registration certificate* | Yes | No | |
| (5) | PAN No.* | Yes | No | |
| (6) | PF Registration* | Yes | No | |
| (7) | Professional tax registration (EC/ RC) certificate | Yes | No | |
| (8) | Valid electrical contractor license and also with MOU of manufacturer / authorized distributors / dealer (if Contractor quote the tender) | Yes | No | |
| (9) | M.O.U. on Rs.100 /- stamp paper with Valid electrical contractor license holder. (if Manufacturer / Authorized distributor / dealer quote the tender) | Yes | Yes | |
| (10) | Valid electrical contractor license. (if Manufacturer / Authorized distributor / dealer quote the tender as per above point No. 9) | Yes | No | |
| (11) | Professional tax registration (EC/ RC) certificate* | Yes | No | |
| (12) | Partnership agreement / Partnership deed / Power of Attorney for bidding the tender documents etc. (if applicable) * | Yes | No | |
| (13) | Solvency Certificate without which such tenders are liable to be rejected. Solvency certificate from bankers of | Yes | No | |



| | | | | |
|------|---|------------|----|---------------------|
| | Nationalized/Scheduled bank for the 20% of Tender Amount. ((Valid for not less than 4 Months from date of tender opening) Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner. * | | | |
| (14) | Certificate showing financial turnover of last three years [2016-17, 2017-18, 2018-19] * Average financial turnover should be at least 30% of total estimated cost. | Yes | No | LAST 3 YEARS |
| (15) | A list of all completed works must be furnished along with satisfactory work completion certificates* | Yes | No | |
| (16) | A list of work on hand must be furnished * | Yes | No | |
| (17) | Latest Authorisation certificate / document issued by manufacturing company for bidding this tender. | Yes | No | |
| (18) | Technical specifications / details / literatures, dimensional drawings etc related to LED luminaries to be offered in this tender | Yes | No | |
| (19) | Technical support Letter showing warrantee by LED manufacturer* | Yes | No | |
| (20) | Scan copy of IES file generated from LM 79 test report from UL or NABL approved third party laboratory test report. | Yes | No | |
| (21) | Scan copy LM 80 Report by LED Chip Manufacturer. | Yes | No | |
| (22) | Scan copy of the test carried out for Total Luminous lux, Luminous Intensity Distribution, Electrical Power, Luminous Efficacy (calculation), Colour Characteristics– Chromaticity, CCT & CRI etc. as per IES LM 79/IS 16106-2012 | Yes | No | |
| (23) | 11. Scan copy of UL or NABL approved laboratory test report for all type test should be furnished for ITEM of luminaries with the technical bid. | Yes | No | |
| (24) | Addenda corrigendum(s) duly sealed/ signed (if applicable) * | Yes | No | |
| (25) | Special Terms and Conditions (Sealed & Signed) Tender document page no. 73* | Yes | No | |



| | | | | |
|------|--|-----|-----|--|
| (26) | Contractor's/ Bidder's Undertaking/ Certificate Page no. 71* | Yes | Yes | |
| (27) | ANNEXURE: I to III and IV to XIV Page nos. 93 to 107* | Yes | No | |
| (28) | ANNEXURE-IVAFFIDAVIT (On Rs. 100/- stamp paper) | Yes | Yes | |
| (29) | Addenda Corrigendum | Yes | No | |
| (30) | CHECK LIST* | Yes | No | |

Note: -

- (1) All technical bid document(s)/ details should be duly sealed & signed as required.
- (2) In case of the deviation in the authorization letter by the manufacturer & forwarding letter; the price bid of such bidder will not be opened.
- (3) All certificates/ financial documents should be signed by relevant authority/ authorized person/ authorized signatory.
- (4) Any condition(s) mention regarding any technical details or prices in any document(s)/ forwarding letter; price bid of such bidder will not be opened.
- (5) * MARKED DOCUMENTS/ TECH-BID PAPERS MUST BE SUBMITTED IN ONLINE / HARD COPY SUBMISSION AS DEMANDED IN ABOVE TABLE OR ELSE THE PRICE BID OF SUCH BIDDER WILL NOT BE OPENED.

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE TENDERER: -



IMPORTANT INSTRUCTIONS TO TENDERERS

1. LANGUAGE

Bidders are required to furnish all information and documents as called for in this document in English language. Any printed literature furnished by the bidder may be in other than language (Gujarati & Hindi), provided that such literature is accompanied by an authentic English translation, in which case, for the purpose of interpretation of the document, the English version will govern.

DEVIATION IN TECHNICAL SPECIFICATION OR COMMERCIAL TERMS LIKE TERMS OF PAYMENT, COMPLETION PERIOD ETC. WILL NOT BE ALLOWED. SUCH DEVIATION (S), IF OFFERED WILL CAUSE THE REJECTION OF TENDER(S) OUTRIGHTLY.

2. TENDERERS TO READ AND NOTE CAREFULLY:

At his own expenses and prior to submitting his tender, each tenderer shall

- a) Examine the Contract Documents
- b) **Contractor has familiarize himself with different locations to be accumulate for erection, testing and commissioning scope.**
- c) Familiarize himself with all central, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and Correlate his observations, investigations, and determinations with the requirement of the tender documents.
- d) The documents/ appendices/ annexures/ statements should be completed legibly in ink, checked in responsible manner, signed, stamped and returned together with the tender security Bond by the tenderer.

All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the text of any of the documents or else the tender shall be rejected forfeiting the EMD.

RIGHTS OF SMC

Bidders are informed that SMC is neither under any obligation to select any bidder nor to assign any reason for either qualifying or disqualifying any bidder. SMC reserves its right to reject lowest bidder offer. SMC is also not under any obligation to proceed with the project or any part thereof.

At any time prior to opening of price proposals, SMC either on its own initiative or in response to clarifications requested by any prospective bidder may modify the document by issuing an amendment by cable/ fax/ e-mail, etc. to all bidders.

SMC reserves the right to reject any proposal in following cases:

- i. At any time, a material misrepresentation is made or uncovered.
- ii. The bidder does not respond promptly and exhaustively to requests for supplemental information required for the evaluation of the proposal within the time allowed.



[1] **EARNEST MONEY DEPOSIT: -**

- (A) Each tender must be accompanied by a receipt of deposit as tender guarantee (Earnest money deposit) of the **amount mentioned in Memorandum**, in the form of crossed Demand Draft/ Pay Order of Nationalized/ Scheduled Bank acceptable to Corporation drawn in favour of the "Municipal Commissioner, Surat Municipal Corporation" payable at Surat. The tender bond shall be valid for a period of not less than 180 days from the date of the tenders are opened and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The Corporation as a guarantee will hold the tender guarantee bond that the tenderer if awarded the contract, will enter in to the contract agreement in good faith and furnish the required bonds. Any tender not accompanied by a tender Guarantee in the form of earnest money deposit in the form of Bank Draft for the sum stipulated in the tender document will be summarily rejected.
- (B) The earnest money deposit will be refunded to the unsuccessful tenderers after the award of work has been finalized.
- (C) The earnest money deposit (tender guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the security deposit to the corporation as stipulated in the tender documents within ten days after receipt of notice of award of contract. In such case corporation, may disqualify the tenderer from tendering for further works, under the jurisdiction of the corporation (SMC).
- (D) No interest shall be paid by the corporation on any tender guarantee/ performance guarantee.
- (E) Bank guarantee or cheque or FDR shall not be accepted for EMD.

[2] **GST REGISTRATION CERTIFICATES: -**

Latest GST registration certificates should accompany the tender without which the tender is liable to be summarily rejected. The GST registration number must be clearly specified.

[3] **PREPARATION OF TENDER DOCUMENTS: -**

Tenderers are requested to note the following while preparing the tender documents: -

- A. Technical bid, EMD and Tender fees shall be submitted on the Tender Form bound herein in English. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and signatures of all persons signing shall be in longhand.
- B. Technical Bid shall be accompanied by the prescribed tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures. All signatures in the Tender Documents shall be dated.
- C. Variations to the Contract Documents requested by the tenderer may be affixed to the Tender Document in the space available and duly signed and stamped. Such variations may be approved or refused by the Engineer at the time of adjudications of Tenders, and in either case the Engineer is not obliged to give reasons for his decisions.
- D. Delivery of Tenders shall comply with Notice inviting tenders as to place, date and time.
- E. **Price Bid must be submitted online only.**



[4] **SUBMISSION OF TENDER DOCUMENT: -**

Bidders wishing to participate in this e-tender shall be required to procure Digital Certificate as per Information Technology Act- 1800 By using this Certificate, the bidder can digitally sign his electronic bid. Bidders can procure the Digital Certificate from any of the CCA approved certifying agency or can contact M/s (n) Code Solution at the below mentioned address who will assist in procuring the same. Bidders who already have a valid Digital Certificate need not procure it again. In case bidders need any clarification regarding online participation they can contact:

M/ s (n) Code Solution,
301, GNFC Info Tower,
Near Grant Bhagwati Hotel,
Ahmedabad-380 015.
Tel: +91-79-26857316
Tel: +91-79-26857317
Tel: +91-79-26857318
URL: [https:// smc.nprocure.com](https://smc.nprocure.com)

Bidders who are willing to participate in e-tender need to fill data in pre-defined forms of Tender fee, EMD (Bid Security), Qualifying Criteria & Technical Bid and Price Bid only.

Preferable all documents must be coloured scanned to be seen as original. Scanning in black and white or grey shall not be acceptable. Bidders should upload scan copies of reference documents in support of their eligibility of the bid. Technical-bid (except specific documents/ pages as mentioned in CHECK LIST OF DOCUMENTS FURNISHED ONLINE/ HARD COPY-Page No. 4-6) need not to be submitted in hard-copy instead pdf file of the tech-bid/ documents (technical bid and document) must be uploaded on respective web-page in pdf format only. After filling the data in pre-defined forms, bidders need to click on final submission link to submit their encrusted bid.

Bids shall be submitted as below: -

| | |
|--|---|
| Part – I (As Technical Bid) | All the required documents must be attached as per table shown on page no - 4&6 (Online / Hard copy submission). |
| Part – II (As Price Bid) | Price Bid in electronic mode only in Price Schedule. |

Note: Price bid in physical form (in hard copy) or mentioning price in technical bid documents or any document in hard copy will not be accepted.

The documents shall be submitted in **one set** in the following manner: -

- (i) Set of document shall be put in a **separate sealed cover**. **Name of the Work, Tender Notice No. and full name and address of the bidder shall be written clearly on the sealed cover.**
- (ii) **The Bank Draft for EMD shall be put in a separate envelope subscribed as “EMD” on top of the cover. Tender fee amount (DD) shall be put in the same cover.**



The documents along with the envelope containing EMD shall be put inside one large envelope, sealed and clearly super scribed on top of the packet name of the work & tender notice no. Name and full address of the bidder shall be written on the bottom left corner of each envelope. Due date of Receiving the tender shall also be mentioned on the envelope. This cover must be super scribed as "Technical Bid Cover".

The hard copy as above should be sent to the **Chief Accountant, Surat Municipal Corporation, Muglisara, Surat 395 003 by RPAD & Speed Post only** as per the dates mentioned in the tender notice. SMC shall not be responsible for any postal delay.

DOWNLOADING OF TENDER DOCUMENT: -

The tender document for this work is available only in Electronic format, which can be downloaded free of cost by the bidder. Tender documents consist of two parts (i) technical bid with qualifying requirements (ii) Price bid.

INFORMATION FOR ON LINE PARTICIPATION

- i. Internet site address for e-tender activities will be [https:// smc.nprocure.com](https://smc.nprocure.com).
- ii. Interested bidders can view detailed tender notice and download tender document from the above-mentioned website.
- iii. Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorised to bind the Corporation/ Company in the matter.

TENDER SHALL STAND REJECTED IF:

- The tenderer shall submit the tender who satisfied each and every condition laid down in the notice tender documents, failing which the tender will be liable for rejection.
- Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
- Stipulates the validity period less than what is stated in the form or tender.
- Stipulates his own conditions.
- Does not quote his rates inclusive of other terminal or GST or CENTRAL taxes or any other taxes etc. in his rates.
- Does not disclose the full names and address of all his partners in the case of partnership firm.
- Does not pay the Earnest Money Deposit & Tender Fee by Demand Draft / Pay order in prescribed covers.



- Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
- Does not attached the document mentioned.
- The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
- ~~The tender is in a language other than English & does not contain its English translation.~~
- The tender documents are not signed affixing the stamp by an authorized signatory, tender documents submitted are incomplete &/or ambiguous in any respect. Even noncompliance of provisions, requirement in tender will render it disqualified. (To be submitted by lowest/successful tenderer before Work order.)
- The successful tenderer doesn't agree to place Security Deposit as specified in the tender elsewhere.
- If technical bid founds insufficient document than the price of the tender shall not be opened.

General Details:

- Amount of solvency Certificate shall be equal to 20 % of the tender amount.(Valid for not less than 4 Months from date of tender opening.)
- The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition. The tenderer proposed any alteration in the work specified in the tender, as example; alteration of such that the main aim of automation of operation of equipment, technology other then as specified in the tender document, etc.
- All corrections, additions or posted slips to be initialled by the tenderer.
- All pages of tender documents including specifications should be initialled by the Successful contractor after awarding the contract.
- Notice of inviting tenders shall be a part of the contract documents. However, if any discrepancy is found between tender notice & tender documents, the tender document will be considered firm & final. i.e. tender notice details will be null & void to that effect.
- Acceptance of tenderer will rest with the competent authority of Surat Municipal Corporation who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all tenders and no reasons will be given for acceptance or rejection thereof.
- The contractor shall also attach list of machineries, tools, plants, equipment which he propose to deploy for this work.
- All types of duty and other taxes chargeable by the Surat Municipal Corporation shall be payable by the Contractor.
- Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.



- Tender once offered cannot be withdrawn except with the permission of competent authority of Surat Municipal Corporation, Surat.
- The successful tenderer shall be required to enter in to agreement with Surat Municipal Corporation after placing the work order for the said work from SMC.
- The successful tenderer may be required to furnish surety on as required stamp paper.
- The tenderers are requested to give complete specification of work quoted.
- Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
- **The Price-bid will be opened only after Technical Bid are clarified.**
- Surat Municipal Corporation reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.

[5] **TENDER VALIDITY PERIOD: -**

The validity period of the tender submitted for this work shall be **of one hundred twenty (120) calendar days from the last date of submission of the price bid** and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions of his tender. If this is done then the corporation shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the earnest money deposit in full.

GENERAL PERFORMANCE DATA: -

Tenderers shall present all the information, which are sought for in the tender documents in the form of various schedules. Tenders may not be considered if left blank or the schedules are not properly filled in before submissions of the tender.

[6] **SIGNING OF TENDER DOCUMENTS: -**

If an individual makes the tender it shall be signed with his full name above, his current address. If a proprietary firm makes the tender it shall be signed by the proprietor above, his name and the name of his firm with his current address.

If the tender is made by a partnership firm it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited corporation, it shall be signed by duly authorised persons holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of all its existence before the contract is awarded.

All witnesses and sureties shall be persons of status and proximity and their full names, occupations and addresses shall be stated below their signatures.



EXAMINATIONS BY TENDERERS:

- A. At his own expenses and prior to submitting his tender, each tenderer shall.....
 - (a) Examine the contract Documents,
 - (b) Visit the site and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors,
 - (c) Familiarize himself with all CENTRAL, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and,
 - (d) Correlate his observations, investigations, and determinations with the requirements of the Tender Documents.
- B. **The tender quantity is approximate and may increase or decrease or deleted from the scope of the tender. Any increase or decrease or deleted in quantity will not entitle tenderer to claim any extra over the quoted rate.**
- C. Tender Documents be completed by legible ink, checked in a responsible manner, signed, stamped and returned together with the Tender Security deposit by the stipulated date, which shall form the Tender.

The Tenderer is required to complete:

- (i) The form of tender, including the Appendices thereto Tender Security deposit and the Tender summary duly signed and stamped.
- (ii) All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda issued pursuant to relevant clause hereof.

[7] **REJECTION OF BID**

No correspondence by any of the bidder shall be entertained till such time decision in the matter is taken unless otherwise specifically asked for by SMC.

The bidder must quote the prices strictly in the matter as indicated in the document, failing which tender is liable for rejection. The rate/ cost shall be entered in words as well as in figures.

[8] **CONFIDENTIALITY**

Bidder shall treat tender documents and contents therein as private and confidential. If at any time during bid preparation, bidder decides to decline the invitation to bid, all documents must be immediately returned.

[9] **GENERAL**

- I. Although details presented in this technical-bid have been compiled with all reasonable care, it is Bidder's responsibility to satisfy themselves that the information/ documents are adequate and that there are no conflicts between various documents/ stipulations. No dispute or claims will be entertained on this account.
- II. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.



[10] **CURRENCY FOR PRICE QUOTE**

Bidders shall quote the price in Indian Rupees only. No foreign exchange will be provided by SMC for any imported equipment.

[11] **PRICE BASIS**

The rates should be quoted on 'FIRM PRICE' basis, FOR site including all taxes, GST, construction taxes, cess, duties & levies, packing, forwarding, loading, transportation etc. in the enclosed proforma of Schedule of Rates. Price bid not quoted in the prescribed **proforma** are liable to be rejected.

[12] **WITHDRAWAL OF TENDERS: -**

If, during the tender validity period, the tenderer withdraws his tender, the tender security (earnest money) shall be forfeited and the tenderer may be disqualified from tendering for further works under the jurisdictions of the SURAT MUNICIPAL CORPORATION.

[13] **ERRORS AND DISCREPANCIES IN TENDERS: -**

In case of conflict between the figures and words in the rates, the rates expressed in words shall prevail and will apply in such case(s). The contractors shall particularly note the unit on which the rates are based. In case the amount shown in the last column as worked out by the tenderer differ from that worked out from the quantity and the rates, the amount based on the rates will be taken as correct. No changes in units shall be allowed.

[14] **TAXES AND DUTIES: -**

Prices quoted must be inclusive of all taxes, GST, levies, Construction Cess (exclusive service tax) incidental charges, packing forwarding, insurance, transportation, loading/ unloading, packing forwarding, inspection/ testing charges by authorized representative of manufacturer for checking genuines of the parts supplied, etc. **must also be included in quoted price.**

GST (GOODS & SERVICE TAX) has come in existence from 1 st July, 2017. Contractor / Successful Bidder is bound to pay the amount of GST prescribed by the Govt. Of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in rate of GST (GOODS & SERVICE TAX) by the Government the same shall be reimbursed / recovered separately by SMC, subject to the submission of original Receipt / Proof for the amount actually remitted by the successful bidder / Contractor to the competent Authority along with a certificate from chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the sole responsibility of the Successful bidder / Contractor, failing which, SMC may recover the amount due, from any other payable dues with SMC. Further the non-payment of the GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

If any other new taxes / Duties / Levies / Cess or any other incidentals etc. Are imposed or any increase in the existing Taxes / Duties / Levies / Cess or any other incidental etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by



Contractor / successful Bidder only, in no case SMC shall be liable for the same and obliged to reimbursed and no dispute regarding same shall be entertained by SMC.

The Municipal Corporation will not issue "C" or "D" form.

The Contractor shall be liable to the payment of all the Central/ State/ Local Body's Levies, taxes or duties etc. The SMC shall neither bear it nor reimburse at any time but will ensure deduction of Central/ State/ Local levies and taxes at Source at the rate provided under the relevant statutes from time to time in force. Further the work contract tax or sale tax shall be borne by the Contractor as per Rules and Regulations of Government.

Any increase or decrease in taxes/ duties or imposition of any new taxes/ duties shall be on account to the Corporation and such increase/ decrease shall be paid/ recovered to/ from the Contractor on producing documentary evidences only. The contractor shall be the sole responsible for payment of such incidentals to the concerned Government department which he has collected from the Corporation. This provision is limited for Schedule-B of the tender.

As per government G.R. Building and other construction work welfare cess act-1966 labour and employment development G.R. No. CWA/ 2004/ 841/ M-3, Dt-30/ 01/ 2006 **contractor shall have to pay 1% cess on every bill amount.**

[15] **TIME REQUIRED FOR COMPLETION FOR WORK: -**

- a) The entire work including Supply, Erection, Testing & commissioning of LED luminaries must be completed in all respect within stipulated time period of **01 months** as mentioned in Memorandum.
- b) The work completion period shall start after 10 days from the date of work order.
- c) The tenderer shall quote accordingly. Any deviation in completion period specified above shall not be accepted and such tender shall not be considered.

[16] **PRICES AND PAYMENTS: -**

The tenderer must understand clearly that the prices quoted are for the total works and include **all costs due to materials, labour, equipment, supervisions, other services, royalties, works contract tax, GST, construction cess, all type of taxes, levies duties etc.** No claim for additional payment beyond the prices quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on any ground.

[17] **TERMS OF PAYMENTS: -
CAPITAL WORK**

No payment shall be made in advance. The terms of payment shall be as under. The Municipal Corporation shall not under any circumstances relax the terms of payment and will not consider any alternative terms of payment. Tenderer should therefore in their own interest note this provision to avoid rejection of their tender.

(A) Material/equipment Supply value:-

- a) 90% of material(s) supply value after satisfactory delivery/acceptance of material and after, submission of invoice.



- b) 10% of material(s) supply value after satisfactory commissioning of all the equipments and after, submission of invoice.
- ~~c) Remaining 5 % of material(s) supply value shall be release on satisfactory completion of first year warranty period.~~
- ~~d) Remaining 5 % of material(s) supply value shall be release on satisfactory completion of Second year warranty period.~~

(B) Installation, Testing & Commissioning: -

- a) 100% of the value quoted against Installation, testing & commissioning after satisfactory competition of Installation, testing and commissioning of respective item/ equipments and after, submission of the invoice.
- ~~b) Remaining 5% of Material/equipment(s) ITC value after satisfactory completion of whole work in all respect as a final bill after the defect liability period.~~

Seven percent amount of total work done(7%) shall be Retained from each running bill as retention money ~~as performance guarantee~~ and this Seven percent (7%) will be released in final bill on the completion of third year of defect liability period in the final bill.

~~That means, 2 % Initial Security Deposit amount and 2% retention money of the work done amount will be released only after completion of 03 (Three) years defect liability period.~~ Final bill will be prepared after the completion of extended warranty period.

- ❖ Security deposit will be released as mentioned earlier.
- ❖ All payments shall be made as per prevailing rules/regulations of SMC.
- ❖ The contractor shall have to submit bill in triplicate along with documents as mentioned elsewhere in this tender document, completion certificate towards the satisfactory completion of job for which bill is submitted, engineer in charge. The payment should be made as per the actual work done and actual measurement of each item done on site.
- ❖ **The watch and ward of the materials/ equipments after supply or after Installation or after commissioning till handing over to Municipal Corporation shall be the responsibility of the contractor even if part payment is paid to the contractor against delivery of materials/ equipment.**
- ❖ Security deposit shall be released after final takeover of the installation after expiry of defect liability period as well as satisfactory clearance from Audit department.

[18] OPENING OF TENDER DOCUMENTS: -

The Technical Bid will be opened in the office of the competent authority, Surat Municipal Corporation, Surat, if possible on next working day of last date of receipt at 16:00 Hours. Bidders or their representative who wish to participate in tender opening should remain present at Light & Energy Efficiency Cell-Surat Municipal Corporation. Only one representative of each firm will be allowed to remain present.

- a. Technical bid cover containing Technical Bid papers/ documents & EMD will be opened first and relevant details will be read out.



- b. The bidders who fulfil the requirements of the qualifying criteria & technical-bid, price-bid of such bidders will be opened.
- [19] The price bid which is quoted online on web site <https://www.nprocure.com> or <https://smc.nprocure.com> will remain unopened till the technical bid of all tenderer are as per technically at par.
- [20] **Corrupt and Fraudulent Practices: -**
- a) The Employer (SMC) requires that bidders/ contractors under this contract **observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy**, the Authority.
- Defines, for the purpose of these provisions, the terms set forth below as follows: -
- (i) corrupt practice: means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (iii) Will reject a proposal for award of work if Employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (iv) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a SMC contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- b) 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 Surat 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.
- [21] **OPENING OF PRICE-BID: -**
- The tenderers whose technical-bid is found as per terms and conditions and achieving the performance parameters as per tender terms & conditions may be allowed to remain present during the opening of the price-bid. The successful tenderers of technical bid, who choose to remain present may attend price bid opening and price break-up will be readout at that time. The competent authority of SMC reserves the right to open/ seal/ accept/ reject any tender without assigning any reasons thereof.
- Price Bid(s) of Tenderers, who do not meet the technical requirements of the tender, will not be opened.**
- [22] Acceptance of tender will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all tenders and no reasons will be



given for acceptance or rejection thereof. The tenderers whose tender is accepted should enter into a regular contract and to abide by all rules and regulations embodied in the tender.

[23] **REGULATIONS:**

All the equipments and materials including their installation shall conform to the following applicable latest codes and standards.

Indian Electricity Rules 1956.

The Indian Electricity Act 1910.

Fire Insurance Regulations.

Regulations lay down by the Electrical Inspector of the Government of Gujarat.

Regulations laid down by the Factory Inspector of the Government of Gujarat

Relevant Indian Standards Institution's specification

Factory Acts.

Any other Rules & regulations and condition of Supply lay down by the Torrent Power Ltd., / DGVCL.

Variances: In instances where two codes are at variance, the more restrictive requirements shall apply.

[24] **WORKS TO BE COVERED UP:**

In respect of works which are likely to be embedded or covered up by the other works, the Contractor shall inform well in advance about these works for carrying out technical inspection, measurement, duly signed, by the Engineer-in-Charge before letting such part of the works, be embedded, covered or back filled.

[25] **NECESSARY FITTINGS:**

Any fittings or accessories or structures, which may not be specifically mentioned but which are usual and necessary are to be provided by the Contractor without any extra charge, for the project to be completed in all respects/details.

[26] **MANUFACTURER'S INSTRUCTIONS:**

Where manufacturers have furnished specific instructions, relating to the material and equipment used for the works, covering points not specifically mentioned in above documents, such instructions shall be followed in all cases and the Contractor shall inform the Engineer-in-Charge accordingly.

[27] **QUALITY ASSURANCE:**

The option for selection of the Make/product/Brand shall rest with Surat Municipal Corporation, i.e. the contractor shall have to supply the materials, equipments, plants of a make as approved by the Surat Municipal Corporation.

All equipment and materials used shall comply with the relevant Indian Standard/International Standards unless a more rigorous requirement is specifically stipulated. If no applicable Indian Standard is available for any item of equipment of materials, the corresponding International Standards dealing with the subject in question shall be adopted. In every condition the latest specifications, standards etc. shall apply unless otherwise stated. In instances where there is a conflict between two codes (the Indian Standard accepted), the more restrictive of the two shall apply.



[28] **QUALITY STANDARDS**

Where the name of one or more manufactures has been shown on the drawings or mentioned in these specifications, it has been so done to indicate type and quality required and acceptable. No restrictive choice is either implied or intended, and tenderer are bind to tender makes of equipment or materials from vendor list mentioned in the tender documents only, comply with these specifications and the requirements.

All Material /equipment shall be procured from reputed manufacturers and shall bear ISI certification mark whenever applicable. The Material/ equipment shall conform to the latest I.S. Standard Specification.

[29] **PLANTS AND EQUIPMENT:**

The Contractor shall make his own arrangements to procure all equipment and materials necessary for timely execution of the works.

The Contractor shall deliver to the Engineer-in-Charge statement every month, showing the Material/equipment in the course of transportation or to be transported or to be required during the ensuing month or months, and all such further information and particulars as may be necessary or required to enable the Engineer-in-Charge to satisfy himself that the Contractor has taken the necessary measures for the execution of the work in accordance with the Contract to complete the work within time schedule.

All materials and equipment etc. once brought by the Contractor within the Project premises are not be removed from there without the written permission from the Engineer-in-Charge.

All the Material/equipments etc. shall be painted with final coat of paint at site before commissioning without any extra cost.

[30] **OPERATING INSTRUCTIONS AND MANUALS:**

The Contractor shall submit to the SMC, a draft copy of comprehensive operating instructions and maintenance schedule for the Material/equipment included in the Contract. This shall be supplemented but not substituted by manufacturer's operating and maintenance manuals.

Operating and Maintenance manuals of Material/equipment /machineries

Manufacturer's operating and maintenance manuals shall be submitted to the Engineer-in-charge with the receipt of Material/equipment at SMC site.

CONTENTS

- The Instruction manuals shall contain, but not limited, to at least the following information, where applicable.
- General introduction and over all equipment description, purpose, functions, simplified theory of operations etc.
- Specifications.
- Installation, instruction and precautions.
- Commissioning procedure.
- Short and long term inactivation procedures.
- Name and address of closet spare parts and repair facility.
- Details drawings set of all Material/equipments.

[31] Tenderer shall get acquainted with the site conditions sufficiently in advance of the date fixed for submission of tender and shall have satisfied himself as to the nature of work to be



executed, all the existing roads and access to and from the site work and to the sites, temporary shed etc. required for carrying out the work.

The tenderer shall be deemed to have full knowledge of all the relevant documents, existing site conditions etc. whether he inspects them or not.

- [32] If Tenderer is manufacturer / authorized distributors / dealer then he have to carried out Installation, testing and commissioning of all the luminaries to be supplied under this tender through licensed electrical contractor and such tenderer has to submit MOU on Rs. 100/- stamp paper (Memorandum Of Understanding) with the license electrical contractor along with valid and latest notarised electrical contractor license of the agency who will carried out the installation, testing and commissioning work along with technical bid.

[33] **CORRESPONDENCE**

All further correspondence in connection with this bid shall be addressed to: -

Executive Engineer ,

Light & Energy Efficiency Cell,

Room # 117, Main Office Building,

Surat Municipal Corporation,

Muglisara,

Surat- 395 003.

Phone : 0261- 2423751-56, 2422285-87 (Ex- 367, 498)

Fax : 0261- 2451935

E-mail : exen.electrical@suratmunicipal.org

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER



GENERAL TERMS AND CONDITIONS

1. It should be clearly noted that payment of earnest money deposit & Tender fee either by pay order or demand draft only is must for consideration of the tender. EMD& Tender fee in any other form like cash, cheque, Bank guarantee etc. shall not be accepted. Tender without EMD& Tender fee shall be out rightly rejected. The demand draft or pay order should be in the name of "MUNICIPAL COMMISSIONER, SURAT MUNICIPAL CORPORATION" only and must be enclosed with the tender. The pay order/ demand draft should be valid for minimum 180 days.
2. The tenderer/ contractor shall also attach with the tender the copy of Registration in SMC or any other Government/ Semi Government department, latest GST registration. **Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Tender Amount. ((Valid for not less than 4 Months from date of tender opening) Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.**
3. The work must be completed in all respect within stipulated time period as mentioned in Important instruction to bidder, failing which penalty @ 0.2% of order value of unexecuted portion per day of delay subject to maximum 10% of Contract value shall be charged and shall be deducted from the bill or any outstanding payment.

Also, if contractor fails to execute the work than action against contractor will be taken as per decision of competent authority of SMC and that should bind to contractor. Supply period shall be considered separately from the Erection -commissioning period. The penalty shall be applicable separately in case of delay of either case. Here the contractor shall understand the gist and importance of completion of project in time. The contractor may start Installation work earlier even during "supply period".
4. The contractor must follow all safety rules for the worker and public safety. Improper/ misconduct for precaution, shall be penalized by SMC suitably.
5. Although all proper precautions may have been taken by contractor at all the times during work, contractor shall be responsible for all damages whether to the work under execution or to any other property or lives of persons during the progress of the work and the period of defect liability period.
6. The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) of any statutory modification thereof for injuries caused to workmen.
7. Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.
8. Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner/ Standing Committee. After referring to Commissioner/ Standing Committee if the said dispute is not solved, the same be referred to the court subject to Surat jurisdiction only.
9. List of reputed customers/ similar works executed must be furnished with the tender.
10. Offer for the complete job i.e. Supply, installation, testing and commissioning of LED luminaires shall only be considered.



11. The work shall be carried out during working days between 8.00 A.M. to 6.00 P.M. only. If the contractor intends to work in holidays or outside working hours specified, he shall take prior written permission from Engineer in charge/ Zonal officers.
12. It will not be possible to provide any housing accommodation at site to the erection staff of the tenderer. Further labours, welding sets and sundry materials like cotton/ chindi waste, tools, crane, spanners etc. required for the erection shall not be supplied by the corporation. Any kind of material/ equipment for the purpose of testing shall be arranged by the contractor. Contractor has to make his own arrangement for all the material required for testing of equipment at site. On completion of work the site must be cleaned down; rubbish removed and the works and land cleaned of rubbish; surplus materials and other accumulations, and everything left in a clean and ordinary condition.
13. The material/ equipment offered by the tenderer must carry an un-conditional guarantee of Three (03) year from date of commissioning. The amount of security deposit shall be retained till expiry of satisfactory guarantee period. During the defect liability period, if LED luminaries (as whole) will not work satisfactorily then bidder has to replace those luminaries with new luminaries. Repairing of non-working luminaries will not be allowed in any case. In case of such replacement, replaced luminaries will be credited to bidder.
- ~~14. The successful Contractor shall be required to deposit an amount equal to 2% of the total order value as Security Deposit in Municipal Treasury in Cash/ by Demand Draft (up to Order value of 35 lacs) or in cash/ DD or FDR (For Order value exceeding 25 lacs) in the name of "Municipal Commissioner, SURAT MUNICIPAL CORPORATION", of any Nationalized Bank, (YES bank, IDBI bank, Axis bank, HDFC bank and ICICI bank are allowed) Surat Branch only, within 10 (Ten) days of order failing which penalty @ 0.065% of the Security Amount per day of delay shall be charged. The successful Contractor shall also be required to enter into contract agreement along with undertaking and local surety on Gujarat Stamp Paper purchased from Surat worth Rs. 300.00 (i.e. Rs. 100.00 + 100.00 + 100.00 for each) (To be brought by the Contractor) on getting the order. If security deposit in form of FDR, the Bidder shall have to become the contract agreement on non-judicial Gujarat stamp paper of amount of 4.25% of security deposit amount.~~
 - i. The total Security Deposit is 2 % (Two percent) of contract value ~~among which, as a contract security the tenderer to whom the award is made shall furnish a performance Guarantee for an amount equal to 2% (Two percent) of the contract price as initial security deposit to guarantee the faithful performance, completion of the works of the contract in accordance with all the conditions and terms specified herein and to the satisfaction of the engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms as mentioned below:-~~
 - (a) **For the contract Value less than and Equal to 2.0 Cr. :** By a cash/demand draft/pay order of Local Nationalized Bank or scheduled banks like -IDBI, HDFC, YES, ICICI and AXIS bank of Surat branch acceptable to the owner.
 - (b) **For the contract Value above 2.0 Cr.** A fixed deposit receipt of a Local Nationalized Bank or scheduled banks like -IDBI, HDFC, YES, ICICI and AXIS bank located at Surat pledged in favour of the Municipal Commissioner, Surat Municipal Corporation, Surat.



- (c) Bank Guarantee IN PRESCRIBED PROFORMA of any Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank encashable at Surat, for minimum tenure of 2.5 years (30 Months)..

The performance guarantee shall be delivered to the Surat Municipal Corporation within 15 days of the notice of award. Security Deposit should be paid in time and if it is paid after 15 days from the date of Work Order then the penalty of 0.065% per day of the amount of Security Deposit shall be recovered from the Contractor while receiving the Security Deposit. It is clarified that the amount of Security Deposit shall be collected on the basis of tender amount and not on the basis of estimated amount put to tender.

As initial Security Deposit, Two percent (2%) of the amount of work part in the tender accepted by the Competent Authority shall have to be paid towards security deposit at the time of execution of agreement. This will be released with final bill after total completion of work & completion of auditing formality.

~~Moreover the amount equal to 2% (two percent) of each R.A. Bill shall be retained as Security Deposit from each running bills as mentioned earlier. This 2% of work done amount of capital work will be released as said earlier after successful completion of third year completion of warranty period. However, after the total completion of capital work & after payment of final bill, the contractor may convert the same to FDR for required period of any Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank encashable at Surat in favour of Municipal Commissioner, Surat.~~

- ~~ii. The SPBG shall be liable to be forfeited wholly or partly at the sole discretion of the SMC, should the contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the SMC. In case of premature termination of the contract, the SCPG will be forfeited and the SMC will be at liberty to recover the loss suffered by it from the contractor.~~
- ~~iii. The SMC is empowered to recover from the SCPG through invocation of B.G./ forfeiting the cash amount deposited through DD or other means for any sum due and for any other sum that may be fixed by the SMC as being the amount or loss or losses or damages suffered by it due to delay in performance and/ or non-performance and/ or partial performance of any of the conditions of the contract and/ or non-performance of guarantee obligations.~~
- ~~iv. No interest is payable on SCPG amount.~~
- ~~v. In the event of full SCPG being forfeited, the SMC at its discretion and without prejudice to its any other rights can terminate the contract.~~
- vi. The successful Contractor shall also be required to enter into contract agreement along with undertaking and local surety on Gujarat Stamp Paper purchased from Surat worth Rs. 300.00 (i.e. Rs. 100.00 + 100.00 +100.00 for each) (To be brought by the Contractor) on getting the order. If security deposit in form of FDR, the Bidder shall have to become the contract agreement on non –judicial Gujarat stamp paper of amount of 4.25% of security deposit amount.



15. The terms of payment shall be as specified earlier in important instruction to tenderers. The corporation shall not accept advance payment term. All payments are subject to income tax and sales tax deduction at source as per rules. All payments shall be made by A/ C Payee cheque of any schedule bank Surat branch only or as per prevailing rules/ regulations of SMC.
16. The validity period of the tender submitted for this work shall be **of one hundred twenty (120) calendar days from the last date of submission of the price bid.**
17. The technical illustrative literatures with sketches, if required, giving full details for each item must be enclosed with the tender clearly indicating the model quoted.
18. The rates for should be filled as **Item rate** and all the tender documents duly filled in wherever necessary and tender papers duly signed wherever specified must be returned. If any page is taken out or tender papers are not returned or any change is made in tender papers, the EMD shall be forfeited rejecting the offer out rightly.
19. Unless specified the equipment must comply with relevant IS, which must be specified.
20. Sealed Technical Bid duly super scribed with tender notice number and due date must reach the office of the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat-395 003 on or before the date mentioned in the memorandum by Registered post or Speed post only. Tender sent through Angadia/ courier or Hand delivery will not be accepted. The Technical Bid shall be opened on the next working day if possible at 4:00 PM in presence of intending tenderers. The corporation shall not be responsible for postal delay.
21. Conditional tenders shall not be accepted.
22. No correction, overwriting erasures in filling tender papers shall be considered unless countersigned.
23. In case of any misunderstanding due to interpretation of any terms, conditions or specifications the decision of Municipal Commissioner, Surat Municipal Corporation, Surat shall be final and binding on the part of contractor.
24. The contract shall be constituted according to and subject to laws in India and State of Gujarat and under the jurisdiction of courts of Gujarat at Surat only.
25. The correctness of details given in tender documents is not guaranteed. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be deemed to have examined the contract documents, to have generally obtained his own information in all matters that might affect the tendered rates.
26. Any Error in description does not relieve the contractor from executing the work according to specification. Tender documents must be viewed in totality. If there is contradiction in any specification(s)/ General terms/ Conditions, most stringent will prevail.
27. No officer, Employee of Municipal Corporation is admitted to any share or part of this contract to any benefit that may rise there from.
28. Tender documents are not transferable.
29. The competent authority of Surat Municipal Corporation reserves the right to reduce the scope of work.



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30. Corporation will not defray expenses incurred by tenderer in tendering.
31. Price variation clause of any form shall not be accepted. Price shall remain firm till execution of order.
32. The tenderer must visit the site before submitting the tender.
33. Any damage to any service or accident in carrying out the works pertaining to this contract shall be to contractor's account.
34. **The direct or indirect mention regarding cost in technical-bid shall not be allowed.**
35. INSURANCE:-
contractor shall be responsible, at his own expenses for confirming to and complying with all existing laws and regulations to protect his personnel against job connected accidents and third party claim against property damage as well as for the death and injury arising out of any action on the part of the contractor personnel while engaged in the performance of duties in connection with the contract. The contractor shall furnish the corporation with documentation certifying that he has procured and Maintenance coverage to this extent as follows:
- Workman's Compensation Insurance (Including) occupational disease covering the contractor's personnel engaged on the project/ job.
 - General liability insurance (including contractual) for third party injuries, including accidental death to any person and property damage.
- The documentation to be furnished to the Surat Municipal Corporation within 15 days of signing of the contract. Contractor will be responsible for insurance cover of his personnel and corporation will have no liability whatsoever on this account.
- CONTRACT LABOUR (Regulation & Abolition) Act – 1970: -
As per the labour act 1970, you are requested to take the labour license from the concern Government authority. If you will start the work without the labour license, you will only be held responsible for any situation arising than after. You are entirely responsible for labour regulations as per prevailing labour laws & other statutory requirement like provident fund, gratuity, child labour etc.
36. **FAILURE OF THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT.**
The time specified for delivery and completion of work in the contract tender shall be deemed to be the essence of the contract and the successful tenderer (s) shall arrange supplies & commissioning of the work within the period on receipt of order from SMC.
When a tenderer is unable to complete the commissioning within the specified or extended period, SMC shall be entitled to purchase from elsewhere without notice to the tenderer but on his (i.e. tenderers) account and risk, the goods or any part thereof which the tenderer has failed to supply or if not available, or to cancel the contract of such supplies and tenderer shall be liable for any loss or damage which SMC may sustain by reasons of such failure on the part of the tenderer. The tenderer shall not be entitled to any gain on such purchases made against defaults.
In any case, entire work shall be successfully completed (Supply, Installation, Testing & Commissioning) till satisfactorily working of LED luminaries within 1 months from the date work order failing which a sum equal to 0.2% of unexecuted portion of the contract value per
-



day of the delay subject to a maximum of 10% of the unexecuted portion of contract value.(
The work completion period shall start after 10 days from the date of work order.)

STANDARDS/ APPROVED MATERIALS TO BE USED

The tenderers are required to study carefully the conditions of the tender, the enclosed specifications and the provisions of the relevant BIS/ IEEE/ IEC / BS / VDE and other specifications where necessary before submitting the bids. Technical particulars of the material offered must comply with the standard or other applicable specifications and the relevant provisions of the BIS. In case tenders are called for the material 'ISI' marked only shall be accepted.

The contractor shall perform the contract work in accordance with all applicable codes, statutory regulations and established practices. It is agreed and understood by and between the parties hereto that the contractor shall comply with applicable laws, rules, regulations and by-laws whether now in force or which may herein after come in force during the currency of the contract and/ or extension thereof.

37. GUARANTEED TECHNICAL PARTICULARS

The complete literature and specifications of the materials/ equipment/ components offered must accompany the tender.

Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the contractor shall perform certain work and/ or provide certain facilities, it is understood that the contractor shall do so at his own cost

38. STORAGE FACILITY

Materials received at the site should be stored in premises arranged by the bidder. Bidder shall be responsible for safety of material stored, which shall be adequately insured. Insurance charges shall be borne by the bidder. If possible, storage available shall be provided free of cost; however, all responsibility for safety of materials stored will be of the contractor. No damage shall be done to the storage areas/ portions of SMC's buildings. If, some damage is done then the same shall be recovered from the contractor's bills/ deposits or other means. Delivery of materials will be as per the instruction given by Engineer in charge and it will be cascaded within SMC limit area.

39. TRANSIT LOSSES/ DAMAGES

The goods will be delivered at the destination in good condition. The contractor has to insure all the goods against loss by theft, destruction or damage by fire, flood, under exposure to weather or otherwise viz (war, rebellion, violence). The insurance charges will have to be borne by the contractor.

40. ACCEPTANCE OF CONDITIONS

The bidder shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the tender along with the declaration. He should also sign at the bottom of each page of the tender document.



41. INSPECTION& TESTING

The inspection and testing of the LED luminaries to be supplied shall be carried out as mentioned in DETAILED SPECIFICATIONS.

42. APPROVAL/ REJECTION OF MATERIAL

Items not found complying the requirement(s) stipulated in the bid documents shall be rejected by SMC and will have to be replaced by the tenderer at his own cost within the time limit fixed by SMC.

The rejected item must be removed by the contractor within 15 days of intimation of rejection.

43. INCOME TAX, SALES TAX, SERVICE TAX

The bidder shall submit copies of Company's Income Tax PAN Card, IT returns for last three years, Sales Tax Registration No. and Service Tax Registration No.GST NO. / CERTIFICATE.

44. LIEN/ CLAIM

If, at any time, there should be evidence or any lien or claim for which the SMC might have become liable and which is chargeable to the contractor, the SMC shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the SMC against such lien or claim.

45. COMPLIANCE OF THE PROVISION/ ACT

The contractor shall be responsible for compliance of the provisions of Indian Electricity Act and rules framed under, Employees State Insurance Act, Workmen's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract labour (Regulation & Abolition) Act 1970, Industrial Dispute Act, 1948, Fatal Accident Act, 1955, Industrial Employment (Standing Order) Act, compulsory notification of vacancies (Employment Exchange) Act, Payment of Bonus Act, or any other allied Central or State Govt. rules, regulations and schemes made there under. In case of non-fulfilment of any such obligations, the contract will be liable for termination at 15 days notice given by the SMC without prejudice or any of the other rights of the SMC under this contract.

46. COMPENSATION/ INDEMNIFICATION

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid, etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to any compensation, litigation and any other action arising out of operation of this contract or at the termination of this contract.

The SMC shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the SMC will be on the basis of accepted rates and work executed thereof.

The contractor shall always indemnify the SMC and its representative against all the claims and liabilities for or in respect of all or any claim etc., of workers, labourers, public liabilities and staff employed and/ or engaged in respect of this contract under the aforesaid Acts, rules, regulations and schemes including statutory modifications thereof or otherwise for or in



respect of any claim, damage, compensation, expenses, etc., whatsoever payable in consequence of any loss, damage, accident or injury etc., sustained by any employee or any other third person including the employees of the SMC. If at any time the SMC is required to make any payment/ claim/ compensation by virtue of any of the above Acts, etc., such payments shall be deemed to have been made on behalf of the contractor and same shall be recovered from the contractor's bill(s) or from any sum(s) due to the contractor.

All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the SMC without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Contractor shall indemnify and keep indemnified the SMC including his executives, engineers, employees and authorized agents/ representatives and shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright, trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgement awarded thereon.

47. FORCE MAJEURE

The contract shall be subject to standard force majeure clauses such as war, civil disturbances, strikes, epidemic, pestilence, earthquake, fire, flood, but excluding wind conditions or any other act of God over which parties have no control or because of any law and order situation and/ or proclamation or ordinance of any govt. or of any statutory authority and in such an event the obligations of either parties shall remain in suspense during that period but work will be resumed immediately after the cause/ event as aforesaid, has ceased or otherwise deemed to have been determined. Provided a notice is given in writing by the party affected within 7 days of the happening of the event mentioning the circumstances constituting force majeure. Should one or both parties be prevented from fulfilling their contractual obligations due to the state of force majeure lasting for a continuous period of thirty days the two parties shall by mutual consultation decide about the further implementation of the contract, and in the event of the non-agreement in this regard, the SMC reserves the right to determine the contract.

Any changes after placement of order in existing rules/ policies by the Government which could seriously affect the construction activities.

48. GENERAL

The bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of SMC.

49. BREACH OF CONTRACT

In the event of breach of any of the conditions of the contract at any time on the part of the contractor the contract may be terminated summarily by SMC, Surat without compensation to the contractor.

While making the risk purchases, SMC may exercise its own discretion. In all cases where orders are cancelled due to non-supply of stores, it will be treated as breach of contract and the SMC shall take action accordingly. It is clarified that SMC may resort to risk purchase without granting any extension.



The contract for the supply of various items can be repudiated at any time by SMC if the supplies are not made to its satisfaction. In case of non-performance in any form and shape of the terms & conditions of the agreement the SMC, Surat has power to cancel the contract pertaining to the supply.

50. **DISQUALIFICATION**

If a tenderer imposes conditions which are in addition to/ or in contravention with the conditions mentioned herein, his tender is liable to be rejected. In any case none of such conditions will be deemed to have been accepted.

Direct or indirect canvassing on the part of the tenderer or his representatives will be deemed as a disqualification.

A tender shall be disqualified and will not be taken for consideration if:-

- (a) The outer envelope does not show on the outside the reference of bid (as per relevant clause) and thus get opened before the due date of opening.
- (b) The tender Security Deposit is not deposited in full and in the manner as specified in tender i.e. Earnest Money Deposit.
- (c) ~~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.~~
- (d) The tender documents are not signed by an authorized person. (as per Article relevant clause, i.e. Signing of tender documents)
- (e) The general performance data for qualification not submitted fully. (As per relevant clause, i.e. qualifications of tenderers)
- (f) The tenderer does not agree to deposit security amount as specified. (As per relevant clause, i.e. signing of Contract)
- (g) The tenderer does not agree to payment terms defined in Payment Terms clause)
- (h) Conditional tender.

A. Tenderer may further be disqualified if:

- (a) Price variation is proposed by the Tenderer on any principles other than provided in the Tender Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.
- (c) The validity of tender is less than that mentioned as per relevant clause i. e. Tender Validity Period.
- (d) All corrections or pasted slips are not initialled by tenderer.
- (f) Any erasure is made in the tender.

51. **CHANGE IN CONSTITUTION**

In any case in which any of the powers conferred upon the SMC shall have become exercisable and the same had not been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor.

52. **SETTLEMENT OF DISPUTES**

Except or otherwise specifically provided in the contract, all disputes concerning question of



fact arising under the contract shall be decided by the Engineer-in-charge, subject to a written appeal by the contractor to the Engineer-in-charge, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (a) below.

DISPUTE OR DIFFERENCES TO BE REFERRED TO:

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-in-charge and the contractor upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction certificate or evaluation of the Engineer-in-charge.

The question or difference shall be settled by the Municipal Commissioner, who shall state his decision in writing and give notice of the same to the Engineer-in-charge and to the Contractor, such decision shall be final and binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

If, Municipal Commissioner fails to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the contractor is dissatisfied with any such decision of the Municipal Commissioner then the matter may be referred for arbitration as per Indian Arbitration and Reconciliation Act 1996 and its amendment thereof from time to time. The place of arbitration shall be SURAT only.

53. JURISDICTION

Legal proceedings, if any, arising out of the tender contract shall be lodged in the jurisdiction of courts situated in Surat only.

54. ADDENDA/ CORRIGENDA

Addenda/ Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design, drawing, specifications or contract terms. Each recipient will retain one copy of each addendum/ corrigendum and submit the other copy duly signed with his offer. All addenda/ corrigenda issued by the SMC shall become part of the tender document.

55. TERMINATION FOR UNSATISFACTORY PERFORMANCE: -

If the corporation considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the corporation shall notify the contractor in writing and specify in detail the cause of dissatisfaction. The corporation shall have the option to handover this work to other agencies at the cost and risk of the contractor and terminate this contract if the contractor fails to comply with the requisition contained in the said written notice issued by the corporation to the contractor within 15 (Fifteen) days of the receipt thereof. Competent authority may decide, in case of unsatisfactory performance guarantee.

56. Any other details if required can be had from the office of the Executive Engineer, Light & EEC, Surat Municipal Corporation, Surat on request and prior to submitting the tender. No dispute at a later date shall be entertained.

57. Right to accept any or to reject any or all tenders without assigning any reason thereof is reserved by the competent authority of corporation.



58. The rates quoted by the contractor shall include all eventualities such as heavy rain, sudden floods, etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the contractors, S.M.C. shall not be responsible for such damage or wash out to the construction work.
59. Any variation in the rate of taxes, levies, duties, etc., or any other new taxes, etc added by the central government, state government, local government, etc., i.e. any type of variation in the taxes shall be absorbed by the contractor for the project installation period, i.e. for SITC work. If Any new taxes levied by government the same shall not be reimburse by SMC during the period of date of tender and actual work completion.
60. **TERMINATION AT THE SOLE DISCRETION OF THE THE CORPORATION:-**
- Notwithstanding anything contained herein, the corporation may at sole discretion terminate this contract by giving any reason whatsoever. Also, if contractor wants to leave contract, he has to give minimum three months notice to corporation. However, all financial liabilities remain to be settled before termination. The decision of the Municipal Commissioner will be final & binding to the contractor.
61. **BID EVALUATION**
- ❖ Compliance with the Scope of Work including Technical Specifications for various items for works, detailed in the Tender Document
 - ❖ Technical features of the Technology offered.
 - ❖ Number of work already completed anywhere in the world and status thereof.
 - ❖ Competitive commercial terms and deviations, if any, from the conditions stipulated in the Tender Document.
 - ❖ All the participating contractor must quote for all item & for both supply, Installation, Testing & commissioning part of tender, otherwise the tender will liable to be rejected. S.M.C. will evaluate the tender with combined overall rate of supply, Installation, Testing & commissioning quoted in tender with consideration of energy loading as mentioned elsewhere.

EVALUATION OF TECHNICAL BID: -

- ❖ **THE BIDDER CAN QUOTE TWO SAMPLES OF LED LUMINAIRES HAVING ONE AS PRIMARY & OTHER AS SECONDARY. ALL REQUIRED PROCESS OF FURNISHING DOCUMENTS, DETAILS, LITERATURE, CERTIFICATES, SAMPLE(S) ETC. SHALL BE APPLICABLE FOR SECONDARY OPTION ALSO. POWER LOADING SHALL BE APPLICABLE FOR VALID MODEL(S). NO PRICE ESCALATION IN EVENT OF BETTER QUALITY LED LUMINAIRE SHALL BE GIVEN.**
- ❖ After opening of the technical bid, SMC will examine the technical bid thoroughly. **The bidder must fulfil all eligibility criteria.**
- ❖ Offered input (@ 230 V ~ 50 Hz) less than mentioned in **Annexure-XII** in detailed specifications shall not be considered for power loading (advantage).



- ❖ Power loading shall be applied for more than input (@ 230 V ~ 50 Hz) mentioned in **Annexure-XII** in detailed specifications. The base input power should be considered max. of mentioned in test certificate and quoted by the bidder. Power loading will be Rs.132.00 per W per luminaries.
- ❖ Lowest offer shall be considered based on Quoted Cost (including all kinds of taxes/duties etc.) + Power Loading. primary sample of the luminaire will be considered for power loading after allotment of works if contractor fails to supply LED fittings for any item i.e. fitting fails during any testing, the secondary option will be considered, in that case recovery of energy loss will be done, if second option fitting draws higher energy compared to stated for primary option during initial tendering. The second fitting must also pass all testing criteria.

62. Discrepancies & Adjustments of Errors

Any error in quantity or amount in price schedule showing items of works to be carried out shall be adjusted in accordance with the following rules ---

- (1) In the event of a discrepancy between description in words & figures quoted by a tenderer in the 'rates' column, the descriptions in words shall be prevailed.
- (2) In the event of an error occurring in the 'amount' column of the schedule 'B' showing items of works, as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplications shall be amended on the basis of the rates.
- (3) All the errors in totalling in 'amount' column and in carrying forward totals shall be corrected.
- (4) Any rounding off of amounts against 'items' or in 'totals' shall be ignored.

The tendered sum so altered shall, for the purpose of the tenders be substituted for the sum originally tendered and considered for acceptance.

63. TERMINATION/DETERMINATION OF THE CONTRACT

- a) In any case, under any Clause/s of this tender, the contractor has rendered itself liable to pay compensation if a breach of any of the terms, conditions, specifications, etc. The SMC shall have power
- b) To terminate the contract of which a notice in writing to the Contractor by the SMC shall be conclusive and binding in which case the security deposit of the contractor shall stand forfeited, at the absolute disposal of the SMC.
- c) To take such part of the work as shall be unexecuted and to give it to another/other contractor to complete, in which case the expenses incurred, if any, in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (the certificate of SMC for the excess amount shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the SMC under the contract or otherwise or from the security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- d) In the event of any of the above courses being adopted by the SMC, the Contractor shall have no claim for compensation for any loss sustained by him by the reason of having purchased or procured any materials, or entered into any engagements, or



made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be terminated under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract, unless and until SMC certifies in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value as certified by the SMC.

- e) In any case in which under any clause of or clauses of this contract, the Contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (Whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Commissioner on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Municipal Corporation.
- f) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Commissioner shall be conclusive evidence) and in that case that security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Municipal Corporation.
- g) To employ labour paid by the Department and to supply material to carry out the works, or any part of the work debiting the Contractor with correctness of which cost and price, the certificate of the Executive Engineer shall be final and conclusive against the Contractor and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and in that case the certificate of Executive Engineers to the value of the work done shall be final and conclusive against the Contractor.
- h) To order that the work of the Contractor be in measured up and to take such part thereof as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) be borne and paid by the original Contractor and shall be deducted from any money due to him by the Municipal Corporations under the Contract of otherwise from security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- i) In the event of any of the above courses be adopted by the Commissioner the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance



of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.

- j) In any case in which any of the powers conferred upon the Commissioner shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.
- k) In the event of the Commissioner taking, action under any of the clause mentioned as above, he may, be he so desires to take possession of all or any tools; plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Commissioner may, by notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with, any such requisition, the commissioner may remove them at the Contractor's expense or sell them by auction or private sale at the risk and account of the Contractor in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.
- l) The Contract shall not be assigned or subject without the written approval of the Engineer-in-Charge, and if the Contractor shall assign or subject his contract or attempt to do so, or become insolvent or commence any proceedings to be adjudicated any insolvent or make any composition with his creditors, or attempts or attempt to do the Engineer-in-Charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Commissioner may by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Municipal Corporation and the same consequences shall ensure as if the contract had been rescinded as per above clauses here of and in addition the contractor shall not be entitled to recover or be paid or be paid for any work thereto for, actually performed under the contact.

64. LIABILITY FOR COMPENSATION EVEN IF CONTRACT IS NOT TERMINATED.

In case any of the powers conferred upon the SMC by the above Clause become exercisable and have not been exercised by the SMC, the non-exercise thereof shall not constitute a



waiver of any of the conditions hereof and such powers shall not withstanding anything contained above, be exercisable in the event of any default by the Contractor for any clause or clauses hereof and be liable to pay compensation as per the terms of these presents. In the event of SMC putting in force either of the powers vested in it under the mentioned above, it may, if it so desires, take possession of all or any of the tools, plant, materials and stores, in or upon the works or the site thereof or belonging to or procured by the Contractor for the execution of the work or any part thereof, paying or allowing the same for the adjustment in account at the contract rates, or in case of these not being applicable, at current market rates as the case may be and certified by the SMC, whose certificate to that effect shall be final. Otherwise the SMC may, by notice in writing, ask the contractor, to remove such tools, plant, materials, or stores from the premises within a 10 days and in the event the contractor fails for such compliance, the SMC may issue suitable instructions to remove or sell them by auction or private sale on account of and at the cost and risk of the contractor and the certificate of the SMC, as to that effect, shall be final and conclusive for the contractor.

65. TIME EXTENSION

Provided nevertheless if in the opinion of SMC, the contractor is entitled to any extension of time on account of the works being altered, varied or added or delay by the reason of any inclement weather or due to the reasons not under the control of the Contractor, the SMC is empowered to order in writing for the extension of the aforesaid period for final completion, by such period(s) as it deems reasonable and the Contractor shall complete the works within such extended period(s). However, the Contractor shall not be entitled to any extension of the period unless requested in writing for such extension for event, which the Contractor considers to entitle for requesting for any extension, to Engineer-in-Charge, SMC. The SMC may in its absolute discretion, dispense with such notice and allow an extension of time. Nevertheless in case of any extension of time, the aforesaid provisions for damages and compensation shall apply in case of non-completion of the works within the extended time. Such time extension shall not become any base for compensation for contractor under any circumstances what so ever.

66. MONTHLY ASSESSMENT OF WORKS

All work shall be measured net by standard measure and according to the rules and custom of the Department of SURAT MUNICIPAL CORPORATION without reference to any local custom. No proposals to adopt alternative methods for measurement of work will be accepted.

The Commissioner's decision as to what is the "Usual method in use in the Department will be final".

Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this Contract.

A bill may be submitted by the Contractor once in each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible shall be adjusted if possible within 30 (thirty) days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may



prepare a bill from such list which shall be binding on the Contractor in all respects. The payment shall be made as per the decision of engineer in charge. No payment shall be made for any work, estimated to cost less than Rupees one thousand.

The Contractor shall submit all bills on the printed forms to be hand on application at the office of the Engineer-in-Charge. The Charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for in the tender at the rates hereinafter provided for such work.

The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted and not completed, the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment against bills for the work done, subject to the required deductions, shall be made to the contractor based on detailed measurements and certifications of bills by the Engineer-in-Charge and on the recommendations of SMC as per the terms of payment mentioned elsewhere in tender document.

All such intermediate payments shall be regarded as payments by way or advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim nor shall it conclude, determine or affect in any the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within on month of the date fixed from the completion of the work, otherwise the Engineer-in-Charge's certificate to the measurement and of the total amount payable for the work shall be final and binding to contractor.

The final bill for the work will be assessed on the modified Tender, wherever applicable, to give effect to the omissions, additions or variations from the prescribed drawings, specifications, and instruments and the detailed assessment of such omissions or variations.

Provided always that no final or other certificate is to cover or relieve the Contractor from its liability under the provisions of the following clause

Whether or not the same may be notified by SMC at the time or subsequent to the granting of the certificate.

All material supplied and work done by the Contractor shall remain the absolute property of the Municipal Corporation, and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-Charge.

When the estimate on which a tender is made includes lump-sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the



part of the work in question at the same rates as are payable under contract or such items or if the part of the work in question is not the opinion of the Engineer-in-Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive under the provisions of the clause.

Under any circumstance any interest on any account what so ever due to incident of the contract shall not be payable to contractor.

All such intermediate payments shall be regarded as payments by way or advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim; nor shall it conclude, determine or affect in any way the Powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate to the measurement and of the total amount payable for the work shall be final and binding on all parties.

If at any time before the security deposit is refunded to the Contractor, it shall appear to the Engineer-in-charge of the work that any work has been executed with unsound imperfect, or unskilful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of or as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-charge consider that any such inferior work or Materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the Contractor is so liable for any defects in the work shall be the Defects Liability Period shown in the attached Memorandum.



67. TERMS OF PAYMENT

Recoveries shall be made from the above payments as per provisions made in various conditions, clauses, terms etc., in the tender documents and other dues from the Contractor.

Receipt for payments made on account of any work when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

68. COMPLETION CERTIFICATE

The Work shall be deemed to have been completed in all respects on the day SMC certifies that the Works have been completed in accordance with the Contract and issues a Certificate to that effect.

The stage of work completion shall mean, the work completed by contractor with all respect and according to terms, conditions and specifications. This stage will be considered after completion of trial run.

69. FINAL PAYMENT

The final bill shall invariably be preceded by a thorough assessment of the entire work performed by the Contractor. The Contractor shall submit the final bill for the works within one (1) month of such final assessment. The bill shall be based only on the works as assessed and at the accepted tender rates, including rates for any additional or extra work which might have been sanctioned by the SMC. All the deductions due under the Contract shall be adjusted accordingly in the final payment.

- ❖ While preparing final bill on completion of the work, the total amount of work done as sanctioned shall be compared with the total amount of work done, had it been executed at the rate of second lowest tenderer and if the later is less than the total amount of work executed by the successful contractor at sanctioned rates, then the amount of difference between the two, shall be deducted before making final payment.
- ❖ In short, the work when executed shall not cost more to the corporation, if compared with the rates of the second lowest tenderer.

70. INSPECTION AND TESTING

- a) The Contractor shall provide at all times during the progress of the work and also during the defect liability period proper means of access and required attendants to move and arrange things as directed for the purpose of inspection or assessment of the work by the SMC or its authorized representative.
- b) All Works embracing more than one activity shall be subject to examination and approval at each stage and the contractor shall give due notice in writing to the Engineer-in-Charge when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- c) No work shall be put out of view by the Contractor without the approval of the Engineer-in-Charge and the Contractor shall afford full opportunity for the examination and assessment of any work which is so considered. Similarly, no work



involving pre- assessment shall be taken up without a specific authorization by the Engineer-in-Charge. The contractor shall give a notice of not less than 2 days but not more than 4 days, in any case, in writing to the Engineer-in-Charge whenever any work or equipment is intended to be covered up in the earth or in walls or otherwise to be placed beyond the reach of assessment so that the work may be inspected and verified by the Engineer-in-Charge or that the correct dimensions may be taken before being so covered up. The Engineer-in-Charge shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and assessing such work or materials intended to be covered up. In the event of the failure on the part of the contractor to give such notice, such work/equipment shall be uncovered, if required, by the Engineer-in-Charge at the expense and cost of the Contractor.

- d) The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. However If any such part has been covered up or put out of the view after being approved by the Engineer-in-Charge and is subsequently found on uncovering, to be executed in accordance with the Contract, the cost and expense of uncovering and/or making openings in or through reinstating, making good the same shall be borne by the SMC. In any other case all such costs and expenses shall be borne by the Contractor.

70 CONSTRUCTION CESS

Construction Cess on gross amount billed by the Contractor, as per prevailing statutory rules will be deducted as per Labour & employment development GR No.CWA/2004/841/M-3, Date:- 30/01/2006 of Gujarat Government.

71.0 REALESE OF SECURITY DEPOSIT ACCORDING TO WORK DONE

- 71.1 As initial Security Deposit, Two percent (2%) of the amount of work part in the tender accepted by the Competent Authority shall have to be paid towards security deposit at the time of execution of agreement. This will be released only after completion of 03 (Three) years defect liability period with final bill.
- 71.2 If there is increase in amount of work more than 5% of the contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the contractor up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs.1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 lacs or more at the rate of 4% of the additional amount.
- 71.3 In many cases, the contractors are stopping the work half-way due to number of reason and when the department has to take sections in accordance to clauses mentioned elsewhere in the tender document of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalizing the tender etc.
- 71.4 In such cases a fixed amount of Rs.1000/- should be reversal from the original contract



towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work.

- 71.5 In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery shall be in addition to the recovery to be made under clause mentioned in elsewhere in the tender document or such other relevant clauses.

72.0 DISPUTES AND JURISDICTION

- 72.1 Except where otherwise specified in the contract the decision of the commissioner shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the terms, conditions, specifications, drawings, designs and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising aloof, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.
- 72.2 Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner / Standing Committee. After referring to Commissioner / Standing Committee if the said dispute is not solved, the same is referred to the court subject to Surat jurisdiction only.

73.0 LEGAL COSTS

- 73.1 Legal Costs incurred by the SMC in the event of litigation or other legal proceedings arising from this Contract agreement shall be borne by the Contractor.
- 73.2 This tender document contains technical bid and price bid, forwarding letter and other documents like Tender Fees, EMD, Addenda / Corrigendum, Registration copy, Authorization, Company Profile, Experience Certificates/List of clients along with Technical data, catalogues, performance curves, Annexures & Data sheet of Technical Bid, other Technical and General Specifications should be furnished duly filled in and signed. No pages can be removed from the conditions of contract, specification of drawings, otherwise it will be considered as an intentional fault and tenderer will be liable for rejection and the amount of earnest money deposit forfeited.

74.0 Site Investigations

The contractor shall visit the project sites prior to submitting bid, carefully inspect all areas, and become acquainted with the existing conditions and work to be carried out. No dispute shall be entertained later on in this regard.

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER



Detail Technical Specification

LED luminaries

A. SCOPE

Introduction: -

Surat Municipal Corporation is constantly using/ introducing energy efficient equipments/ accessories for reduction in energy consumption, reducing national power demand, environment protection & such benefits. Reduction in connected load will reduce the power demand which in turn reduces the power generation requirements. Keeping above motive in mind, installation of energy efficient equipments had been planned & made an Energy Policy to use energy efficient equipments/ accessories. Accordingly, installation of LED luminaires for offices & utilities is considered & tenders are invited for replacement of existing fluorescent luminaires with LED luminaires. Installation/ retrofitting of LED luminaires have been envisaged for offices & utilities etc.

SCOPE

The scope of work includes design, development, manufacturing, testing, supply, installation and commissioning of energy efficient LED luminaires complete with all accessories, with suitable current control driver circuit including mounting arrangement for recessed type & ceiling mounting arrangements. The luminaire shall be suitable for rugged service under the operational and environmental conditions encountered during service. The following types of luminaires are required to be provided:

Item :20 Watt Max. LED Indoor Luminaries

Each type of luminaire shall be supplied with associated driver circuit compatible with LEDs in all respect as required including complete optics.

The scope also includes dismantling work of existing conventional light fittings and storing them at Store or at safe place as specified by Surat Municipal Corporation without any Extra payment to contractor.

B DELETED

C. Environmental conditions: -

The LED Luminaire is to be used at the in city of Surat. It is located in Southern part of Gujarat. It is well connected with rails & roads, situated on Mumbai Ahmedabad Railway and nearby road is NH-8. The average atmosphere conditions during the year are mentioned below. The equipment shall be designed to work in such environmental conditions:

1. Maximum ambient air temperature: **50° C**



2. Minimum ambient air temperature: **5° C**
3. Max. Relative humidity: **90%**
4. Average Rainfall: **55 inches**
5. Atmosphere: **Dusty and Heavy chemical smoke at times in certain areas.**
6. Coastal area: The equipment shall be designed to work in coastal area in humid, salt laden and corrosive atmosphere

D. Technical specification for energy efficient LED based luminaries:-

This specification is for technical and general requirements design, development, manufacturing, testing and supply of energy efficient LED luminaire complete with all accessories, LED strip with suitable current control driver circuit.

E. Power (Price) loading: -

Power (Price) loading shall be calculated based on followings: -

Evaluation of the prices quoted by tenderers will be done on capital as well as energy cost for@ Rs.1,32,000 per KW. The ceiling for the fitting will be considered 16.67 Watt. No advantage on energy cost/ power loading below the ceiling limit shall be considered during tender evaluation.

F. Illumination Level:

The detailed calculation with uniform distribution including the lux distribution curve/ graph/ spatial distribution shall be submitted in support of the dimensions selected and variation thereof. The luminaire shall be so designed that the illumination level shall be evenly distributed and shall be free from glare.

G. Particulars and Details to be submitted by the bidder:

In order to properly assess and due diligence on submissions, the Bidder should provide following information on the quality and photometric of proposed luminaries.

1. General Description

Following details of the proposed luminaire shall be submitted as per Annexure: VIII.

2. Electrical specifications

Electrical ratings of the proposed luminaire product shall be submitted in Annexure: IX.

3. LED chip and driver information

LED chip and driver information of the proposed luminaire product shall be submitted in Annexure: X.

4. Photometric information to be submitted as per Annexure: XI.

5. TESTS & CERTIFICATES:

The infrastructure for Quality Assurance facilities to verify/ test/ prove above specifications must be available at the manufacturing facility. The compliance shall be indicated clearly in



the tender itself.

❖ **Special condition for LED luminaire:-**

UL or NABL approved third party laboratory test reports should be furnished with the technical bid.

❖ **Routine test reports should be submitted for the supplied materials.**

Tests are classified as:-

- Type test
- Acceptance test
- Routine rest.

The luminaire should be tested as per IEC 60598-2-3: 2002 standards and following test reports should be submitted: -

- (i) Heat Resistance Test
- (ii) Thermal In SITU Test
- (iii) Ingress Protection Test
- (iv) Drop Test
- (v) Electrical/ Insulation Resistance Test,
- (vi) Endurance Test,
- (vii) Humidity Test,
- (viii) Electrical and Photometric Measurements Test Report (IES LM 79)
- (ix) LED Lumen Maintenance Test Report (IES LM 80)
- (x) Vibration test as per ANSI

Type Test: -

Type test certificates for all luminaires shall be provided with the technical-bid.

Acceptance Tests: -

These tests are carried out by an inspecting authority at the supplier's premises on sample taken from a lot for the purpose of acceptance of a lot. Acceptance tests shall not be carried out from particular size from the lot on which type tests have already been conducted. Recommended sampling plan is given below.

Sample size and criteria for conformity

The luminaries shall be selected from the lot at random.

Routine Tests:

These tests shall be performed by the manufacturer on each complete unit of the same type and the results shall be submitted to the inspecting agency, prior to offering the lot for acceptance test. The firm shall maintain the records with traceability.

**Table # 7: Test Scheme: -**

| Sr. No. | Description of test | Prototype Test | Type Test | Acceptance Test | Routine Test |
|---------|--|----------------|-----------|-----------------|--------------|
| 1 | Visual and Dimensional check | Y | Y | Y | Y |
| 2 | Checking of documents of purchase of LED | Y | Y | Y | Y |
| 3 | Resistance to humidity | Y | Y | --- | --- |
| 4 | Insulation resistance test | Y | Y | Y | Y |
| 5 | HV test | Y | Y | Y | Y |
| 6 | Over voltage protection | Y | Y | Y | --- |
| 7 | Surge protection | Y | Y | Y | --- |
| 8 | Reverse polarity | Y | Y | Y | Y |
| 9 | Temperature rise Test | Y | Y | --- | --- |
| 10 | Ra (Colour Rendering Index) measurement test | Y | Y | --- | --- |
| 11 | Lux measurement | Y | Y | Y | Y |
| 12 | Fire retardant Test | Y | Y | --- | --- |
| 13 | Test for photometric | Y | Y | Y | Y |
| 14 | Environmental tests | Y | --- | --- | --- |
| 15 | Reliability Test | Y | --- | --- | --- |
| 16 | Life Test | Y | Y | --- | --- |
| 17 | Endurance Test | Y | --- | --- | --- |

Table # 8: following Certificate required as below must be of UL / ERDA / Equivalent (SMC approved) lab only, whereas other certificates shall be of any NABL approved laboratory. The same shall be furnished with technical bid for evaluation.

| sr. no. | Description of test | certificate required from |
|---------|---------------------------------|---------------------------------------|
| 1 | Thermal IN SITU test | UL / ERDA / Equivalent (SMC approved) |
| 2 | Driver current and efficiency | UL / ERDA / Equivalent (SMC approved) |
| 3 | Total Harmonic Distortion (THD) | UL / ERDA / Equivalent (SMC approved) |
| 4 | LM79 | UL / ERDA / Equivalent (SMC approved) |
| 5 | Surge protection | UL / ERDA / Equivalent (SMC approved) |

After manufacturing and before despatching third party as well as SMC representative will witness the tests and inspections as above in **Table # 7 (Routine and acceptance tests)**. The sample will be collected randomly as per related IS mentioned elsewhere. Failure in testing will result rejection of entire lot of fittings. Further one of the LED fitting among the samples



per lot will be sealed in presence of SMC's representative and send for testing in UL/ERDA/Equivalent (SMC approved) for the above mentioned tests in Table # 8 by contractor. That means, quantity of fittings which to be tested in UL / ERDA / Equivalent (SMC approved) lab will be directly related with the lot offered for the tests.

- A. UL / ERDA / Equivalent (SMC approved) lab test as mentioned in table # 8 / routine and acceptance tests mentioned in table # 7 shall be arranged by the contractor. LOT details (Serial nos.) should be submitted before inspection.
- B. If UL / ERDA / Equivalent (SMC approved) lab will treated testing as FAILED, then the entire lot will be out rightly rejected by SMC and no excuse will be entertained in this matter.
- C. For testing mention in table # 7, which is to be carried out by third party as well as SMC representative will follow particular mentioned below.

The sampling for the testing shall be done with following method and the acceptance/rejection of supplied lot shall be according to following table.

| Lot Size (A) | Sample (B) | Sample Size For Routine / Acceptance Test © | Sample Size for Photometric related test (D) | Criteria for Rejection | |
|------------------|---------------|---|--|--|---|
| | | | | For Routine / Acceptance Test (E) | For Photometric related test (F) |
| 1000 to 2000 | First | 20 | 2 | 2 | 1 |
| | Second | 20 | 2 | 3 | 1 |
| 2001 to 4000 | First | 35 | 4 | 3 | 1 |
| | Second | 50 | 4 | 5 | 1 |
| 4001 to 7000 | First | 60 | 6 | 4 | 2 |
| | Second | 75 | 6 | 7 | 2 |
| 7001 to 11000 | First | 90 | 9 | 6 | 2 |
| | Second | 110 | 9 | 10 | 2 |

Initially, during the testing two Samples (As per B) will be taken and testing will be conducted for 1st sample.

(a) if, 1st sample reject due to the unconformity /failed quantity is more than that, mentioned under "criteria of rejection" (above column "E" and "F") then Second sample will be considered for testing.

(b) If, 2nd sample gets rejected, due to the unconformity /failed quantity is more than that, mentioned under "criteria of rejection" (above column "E" and "F") then testing for LOT will be considered as a **"Fail"** and that particular LOT will be out rightly rejected.

- D. The tenderer shall have to make all necessary arrangements for testing/ inspection. All the charges towards testing/ inspection including travelling, accommodations and other expenses of SMC representatives (Max 2 persons by air/ 2 tier A.C. railway) shall be borne by the tenderer.

In any of case (either sample fitting testing carried out successfully OR not successfully) SMC will not bare any testing charges etc. to be paid to testing laboratories. For pre-dispatch inspection for luminaries which is carried out by SMC representative, all necessary cost towards transportation, loading-boarding etc. should be carried out by bidder.



In any circumstance, if SMC take any actions (Like penalty toward not achieving guaranteed rated power input at fixed parameter (as mentioned in point no. j in detailed specification) / Debarred, black listing , forfeiting the SD / forfeiting any due payments in SMC, regarding FAILED testing, it is totally bidder responsibility and bidder is only liable. SMC will never consider any financial status between bidder and LED manufacturing company at the time of taking such actions whenever applicable.

It is bidder's responsibility to provide sample fittings at the earliest for above mentioned testing. No excuse will be entertained in this matter as delaying in provision of LED sample may leads to work delay. The expense of sample fittings, courier charges, delivery charges, transport charges etc. will be borne by bidder.

All the communication / correspondence with **UL / ERDA / Equivalent (SMC approved) lab** will be made (**ONLY FOR** dispatching and receiving of sample fitting, **NOT FOR** any communication regarding tests / reports) by bidder so unnecessary delay can be avoided.

Coordination and inspection at site, day-to-day follow-up of work under the contract shall be the responsibility of the engineer-in-charge. Written instructions regarding any particular job will normally be passed by the engineer-in-charge or his authorized representative. Inspection reports along with manual shall be dispatched along with materials.

Method of Testing: -

☆ Visual and Dimensional Check:

The unit shall be checked visually for all dimensions as per approved design and drawing.

General workmanship should be good; all the components properly secured and sharp edges shall be rounded off. Check the marking and quality of the workmanship visually. Check the rating and make of electronic/ electrical items.

☆ Checking of documents of purchase of LED

Check Document of purchase of LED lamps of approved sources viz. NICHIA/ OSRAM/ PHILIPS LUMILEDS/ CREE.

☆ Resistance to humidity test

This is carried out by suspending the painted panels in corrosion chamber maintained at 100% RH and temperature cycle of 42 to 48° C for 7 days and examining it for any sign of deterioration and corrosion of metal surface.

☆ Insulation resistance test

The insulation resistance of the unit between earth and current carrying parts shorted together shall not be less than 2 MΩ when measured with 500 V megger.



☆ **HV test**

Immediately after insulation resistance test, an AC voltage of 1.72 KV rms ($1500 + 2 \times$ rated voltage) of sine wave form of 50 Hz shall be applied for one minute between the live parts and frame. There shall not be any kind of break down, flashover or tripping of supply.

☆ **Over voltage protection**

The LED Driver Shall be cut off once voltage exceeds 288 VAC. It shall be reconnected when supply comes within limit. if LED luminaries has optional / other facility / arrangement to operate without affecting the performance and life of LED driver, lamp - off of facility isn't required.

☆ **Surge protection**

It shall withstand a surge of 4 kV at the input terminals for all types as per IEC 61000-4-5.

☆ **Reverse polarity**

The Luminaire shall withstand polarity reversal. It shall be operated with reverse voltage for 1 minute at maximum value of voltage range. At the end of this period, the supply shall be made correct polarity and Luminaire shall operate in a normal way.

☆ **Temperature rise Test:**

Temperature rise Test shall be conducted at 100 V ~ with full load. The temperature rise shall be recorded by temperature detectors mounted at the specified reference points on the body of semiconductors, capacitors and other components as agreed between purchaser and manufacturer. The maximum-recorded temperature under worst conditions shall be corrected to 55° C and compared with maximum permissible temperature (for power devices at junction). Under loading conditions as specified above, the corrected temperature of the power devices shall have a safety margin of minimum 10° C.

Temperature at junction shall not exceed 100° C when corrected to 55° C. The Luminaire shall also be subjected for short time rating after continuous loading to ensure the temperature rise is within the permissible limit. The maximum temperature rise of the electronics devices on the PCBs shall be in limit for industrial grade components suitable for 85° C environment. In case of exceeding limit, use of MIL-grade component shall be considered.

☆ **Ra (Colour Rendering Index) measurement test**

The lumen is the unit of luminous flux, which is equal to the flux emitted in a solid angle of one steradian by a uniform point source of one candela.



The initial reading of the chromaticity co-ordinates x & y shall be within 5 SDCM (Standards Deviation for Colour matching) from the standardised rated value as per Annex: D of IEC 60081- 1997.

The initial reading of the general colour-rendering index (Ra) shall not be less than the rated value decreased by 3.

The lumen maintenance of the lamp shall not be less than 80% of the initial lumen after 20,000 burning hours and 70% of the initial lumen after 50,000 hours. The initial lumen will be taken after 100 hours aging.

Photometric test shall be conducted as per Annexure: B of IEC 60081-97.

The lumen maintenance test shall be done as per Annexure: C of IEC 60081-97.

☆ **Fire retardant Test**

Fire Retardant test shall be conducted as per IEC 60332-1 of the wire used in the luminaires.

☆ **Test for IP 20 protection**

This test shall be conducted as per IEC 60529.

☆ **Environmental tests (Prototype Test)**

The Luminaire shall meet the following tests as prescribed in IEC-60571.

- (i) Dry heat test.
- (ii) Damp heat test
- (iii) Test in corrosive atmosphere
- (iv) Combined dust, humidity and heat test

☆ **Reliability Test**

The reliability can only be determined in actual service. However, the following tests shall be carried out on the prototype to simulate as close as possible, the service conditions.

There shall be no failure during this test.

- (i) The light unit shall be mounted in an oven maintained at 45° C.
- (ii) The light will be operated at the specified maximum voltage and at 45° C for a period of 100 hours.

☆ **Photometry Test: -**

The test shall be carried out for Total Luminous Flux, Luminous Intensity Distribution, Electrical Power, Luminous Efficacy (calculation), Colour Characteristics– Chromaticity, CCT & CRI etc. as per IES LM 79/IS 16106-2012. Tenderer will have to submit IES file generated from LM 79 report.



☆ **Life Test**

The lumen maintenance & life test shall be done as per IES LM 80/IS 16105-2012 for LEDs.

☆ **Endurance Test**

The Luminaire shall be kept "ON" with input voltage of 250 V ~ for 200 hours. After this the Luminaire is subjected to 20,000 cycles of "ON" and "OFF", each cycle consisting of 3 seconds "ON" and 10 seconds "OFF" period. Luminaire should survive this test. Test is to be continued for 20,000 cycles, followed by performance test.

☆ **Safety:**

The Luminaire shall comply with the safety requirements as per IEC 61195, IEC 60598-2-3/IS-10322 Part 2 Section 3, IEC 62471, IEC/TR 62778.

☆ **All Tests defined for acceptance other than LM 79 and LM 80 are allowed to carry out at Manufacturer works. LM 79 must be prepared by UL or NABL approved third party laboratory only. LM 80 Report is prepared by LED Chip Manufacturer.**

6. Infringement of patent rights:

Surat Municipal Corporation shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of the components, used in design, development and manufacturing of these light luminaires and any other factor which may cause such dispute. The responsibility to settle any issue rises with the manufacturer.

H. High power and high lumen efficient LEDs suitable for following features shall be used:

- (i) The working life of the lamp at junction temperature of 85° C (max) at operating current shall be more than 50,000 working hours of accumulative operation and shall be suitable for continuous operation of 24 hours per day. These features shall be supported with datasheet.
- (ii) Adequate heat sink with proper thermal management shall be provided.
- (iii) Lumen maintenance report as per LM 80/IS 16105-2012 guidelines shall be produced for the power LEDs used.
- (iv) Thermal management shall be in such a way that LED soldering point temperature shall not go beyond 75° C.
- (v) The LED luminaries shall be free of glare.

I. The electronic components used shall be as follows:-

- The protective cum adhesive coating used on PCBs should be cleared and transparent and should not affect colour code of electronic components or the product code of the company.
- The construction of PCBs and the assembly for components for PCBs should be as per IS standards.



J. Penalty:-

1. If guaranteed rated power input at fixed parameter is not achieved during the test , Municipal Corporation shall have the right either (1) to accept the luminaires and charge penalty for energy cost or (2) to reject the luminaires. The penalty shall be same that mentioned as energy cost in clause of power loading.
2. It should be very clearly noted that performance parameter i.e. guaranteed rated power input must be achieved according to the fixed parameters. No allowance shall be permitted to alter fixed parameters. No relaxation in this regard is permitted.

⇒ Brief details of scope of work: -

The Scope of Work includes supply, erection, testing & commissioning of new LED Tube Lights with complete fittings & LED Bulbs for energy efficiency & demand side management. The bidder shall supply new LED Tube Lights with complete fittings, LED Bulbs at the desired locations within Surat city limits. The work shall also include removal of existing luminaires & offering buyback value for the same. Contractor may use existing wire if suffice. Contractor is required to supply short length of wire required for fitting at site for which no extra payment shall be done. The scope also includes removal of existing fluorescent luminaires etc. The bidder is requested to quotes rates accordingly.

⇒ TECHNICAL SPECIFICATIONS:-

- (1) **LED Tube Light with complete fittings, 20 W (max.)**

Constructional features:

LED Tube light :

- A. LED glare free tube housing Corrosion resistant unbreakable polycarbonate housing, giving uniform light distribution.
- B. Suitable number of LEDS shall be used in the luminaries. The manufacturer shall submit the proof of procurement of LEDs from OEMs at the time of testing.
- C. Design of the thermal management shall be done in such a way that it shall not affect the properties of the diffuser.
- D. The equipment should be compliant to IEC 60598-1, IEC 62031 and IEC/PAS 62612 depending on the type of luminary.
- E. The driver must be sealed / or enclosed batten.
- F. End caps : Polycarbonate End caps.
- G. Mounting : Suitable to Directly install in existing T8 or T12 FTL conventional light fixtures.

LED Batten :

- A. Luminaries should be suitable for surface, wall mounting Clamps, angles, fasteners etc. required to install/fitting at required angle must be supplied and included in Scope of work of cost.



- B. Housing & Cover : Housing & Cover made up of CRCA sheet steel. Cover to be fixed to the housing by means of 2 nos bolt. Housing is of complete internal wiring. Suitable for retro fit LED tube light with single side connection.
- C. Mounting : On ceiling/wall with screws.
- D. lamp holder : Push fit type white Polycarbonate housing and ABS rotor with corrosion resistant brass contacts.
- E. The minimum IK protection of optic cover shall be IK 03. The test material certificate shall be provided.
- F. Protection : IP 20.
- G. The connecting wires used inside the luminaire, single stranded pvc insulated cu wires and shall be low smoke halogen free, fire retardant e-beam cable and fuse protection shall be provided in input side.
- H. All fasteners must be of stainless steel.
- I. Batten should be box type suitable for G 13 holder base for T8 or T12.

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER

**Table: DATA SHEET**

| Sr. No. | Parameter | Value/Detail as per Tender Specification | Value/Detail offered by LED Manufacturer |
|---------|---|---|--|
| (1) | Rated Supply Voltage | 230/240 V ~, 50 Hz | |
| (2) | Input supply voltage range | 140-270 V | |
| (3) | I/P power(max.) tolerance +10% | 20 watt | |
| (4) | Expected Input Frequency | 50 Hz +/-allowable tolerance | |
| (5) | Working Temperature | +5° to +50° C | |
| (6) | Working Humidity | 10% to 90% RH | |
| (7) | Usage hours | Dusk to dawn | |
| (8) | Power Factor | ≥0.90 | |
| (9) | Index of Protection Level | Minimum IP 20 as per relevant IEC. | |
| (10) | luminaire efficacy (LED Manufacturer shall submit the proof) | ≥ 100 lm/ W | |
| (11) | Junction Temperature (LED Manufacturer shall submit the proof) | < 85° C | |
| (12) | Driver Efficiency (Luminaire Manufacturer shall submit the proof) | 85% (min.) | |
| (13) | Rated Life @ L70 (As per LM 80/IS 16105-2012) | 50,000 burning hours at 35° C ambient temperature | |
| (14) | Nominal Correlated Colour Temperature | 5500 °K to 6500 ° K | |
| (15) | Maintenance factor of luminaire | 0.85 | |
| (16) | Colour Rendering Index | ≥65 | |
| (17) | Total Harmonic Distortion | <15 % (EMI/EMC Certification) | |
| (18) | LED Chip MAKE | Cree/Osram / Nichia/ Philips Lumileds | |
| (19) | Minimum Initial lumen out put | 2000 | |



Common Specification pertaining to LED Bulb & LED tube light: -

Electrical Specifications: -

- ⇒ 2 Wire electrical connection system.
- ⇒ Lamp/ tube light starting should be “Instant”.
- ⇒ There shall be electrical isolation between input & output circuits of the LED chip driver. The driver should be inbuilt.
- ⇒ The bidder shall have to submit LM 79 test report from NABL approved third party (i.e. other than manufacturer). The technical details of product(s) must be furnished with the technical-bid.

Inbuilt Protections: -

The tube-lights shall have the following inbuilt protections: -

- Φ Over Temperature
- Φ Over Voltage Protection
- Φ Short Circuit. (The output circuit shall have inbuilt short circuit and open circuit protection to the driver unit)
- Φ Transients (Surge Voltage & Current)

Permanent Markings in addition to the standard markings: -

- a) Energy Efficiency Programme Marking: **EEP2018-19**
- b) SHORT OF NAME: **SMC**
- c) **NOT FOR SALE**
- d) Name of Manufacturer (Engraving only, stickers not allowed)
- e) Rated watt, lumen, voltage & frequency (Sticker is allowed)

Compliance to the following standards: -

- f) EN 60598 (General Requirements & Tests)
- g) Transient voltages, Voltage dips and fluctuations, shall conform to EN 61547 or equivalent
- h) EN 61000-3-3 (flicker)
- i) EN 55015 (RFI < 30 MHz)

Note:

Following are the BIS criterion for LED and LED based equipment: -

- (1) IS: 513 Cold-rolled low carbon steel sheets and strips
- (2) IS 12063 Classification of degree of protections provided by enclosures.
- (3) IS 6873 (Part 5) Limits and methods of measurement of radio disturbance characteristic of electrical lighting and similar equipment.
- (4) IS 6873 (Part 5) Equipment for General lighting purposes - EMC immunity requirement.
- (5) IS 13021 (Part 2) Performance, AC supplied electronics ballast for tubular fluorescent lamps performance requirement.
- (6) IS 10322 (Part 5/ sec 1) Fixed general purpose luminaries.



-
- (7) IS 10322 (Part 1) Luminaires - General requirement and tests.
 - (8) IS 14700 (Part 3/ sec2) Electro Magnetic compatibility (EMC) -Limits for Harmonic current emission -THD < 15% (equipment input current < 16 Amps. per phase.
 - (9) IS 9000 (Part 6) Environmental Testing: Test Z- AD: composite temperature/ humidity cyclic test.
 - (10) IS 15885 (Part 2/ Sec13) particular safety requirements for electronic control gear for use on DC supplies.
 - (11) IS 10322 Specification for the luminaries.
 - (12) 16101: 2012 General Lighting - LEDs and LED modules - Terms and Definitions
 - (13) 16102 (Part 1): 2012 Self- Ballasted LED Lamps for General Lighting Services Part 1 Safety Requirements
 - (14) 16102 (Part 2): 2012 Self-Ballasted LED Lamps for General Lighting Services Part 2 Performance Requirements
 - (15) 16103 (Part 1): 2012 Led Modules for General Lighting Part 1 Safety Requirements
 - (16) 16103 (Part 2): 2012 Led Modules for General Lighting Part 2 Performance Requirements
 - (17) 15885 (Part2/ Sec13): 2012 Safety of Lamp Control Gear Part 2 Particular Requirements Section 13 DC or AC Supplied Electronic Control gear for Led Modules
 - (18) 16104: 2012 DC or AC Supplied Electronic Control Gear for LED Modules - Performance Requirements
 - (19) 16105: 2012 Method of Measurement of Lumen Maintenance of Solid State Light (LED) Sources
 - (20) 16106: 2012 Method of Electrical and Photometric Measurements of Solid-State Lighting (LED) Products
 - (21) 16107 Part 1: 2012 Luminaires Performance Part 1 General Requirements
 - (22) 16107-1: 2012 Luminaires Performance Part 2 Particular Requirements Section 1 LED Luminaire
 - (23) 16108: 2012 Photo biological Safety of Lamps and Lamp System.

Test certificates & Testing of LED Tube lights: -

- 1. All the material/ equipment must be supplied with manufacturer's test certificates.**
- 2. One sample of offered LED luminaire shall be arranged within 5 days of date of opening of technical-bid for physical checking/ physical inspection, if required.**

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Vendor List

| Sr.No. | Item | Approved Make |
|--------|---|---|
| 1) | LED Chip | Cree/ Osram/ Nichia/ Philips Lumileds |
| 2) | Rigid PVC Conduit/PIPE/casing capping (FRLS only) | Precision, Nihir, Amit, Vraj, Vinay, Polycab, Shrinath, Supreme |
| 3) | Accessories for Conduit/casing capping | Same make as of conduit. |
| 4) | Flexible Copper Wires (FRLS) | FINOLEX, Havells, R RKabel, polycab, |
| 5) | Armoured / Un armoured Cable | CCI, UNIVERSAL, FINOLEX, INCAB, TORRENT, GLOSTER, HAVELLS, BHARATCAB |
| 6) | Switches | Anchor, jainex, Salzer, Crabtree, Legrand, Alex |
| 7) | MCBs | SIEMENS, MDS, L& T, MG,INDOKOPP, SCHNEIDER, HAGER,HAVELLS,ABB LAGRAN,C&S. |
| 8) | MCB/MCCB Distribution boards | SIEMENS, MDS, L& T, MG,INDOKOPP, SCHNEIDER, HAGER,HAVELLS,ABB LAGRAN,C&S. |
| 9) | Junction Box | Sintex or equivalent make (to be got approval prior to supply) |
| 10) | PVC tape | Steel grip, Anchor |
| 11) | Cable Glands & Cable Lugs | DOVELLS, JENSON, HEX, 3D, HMI |
| 12) | Connectors | CONNECTWELL, WAGO, PHOENIX, ELEMEX |
| 13) | Button holder, Angle holder, ceiling rose | Anchor, CPL, jainex |
| 14) | M.S. Conduit ISI | BEC, Steel Craft, AKG |
| 15) | G.I.PIPES | Tata, Asian, CTC, Jindal, Apollo, Zenith, Ambica, GST |

NOTE ON APPROVED VENDOR LIST: -

- Equipments/ items for which no make is specified, approval shall be obtained from the SMC prior to supply.
- Various options are given in the above vendor's list. However, choice as to the selection of particular make will rest to the Competent Authority of the SMC.
- Exact make intended to be supplied must be got approved prior to supply.
- Right to select/reject a particular make rest with the SMC.

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General Specification For Electrical Installation

WIRING RULES:

The installation should be carried in conformity with the Indian Electricity Act/Rules and the latest edition of the wiring rules of the Institution of Electrical Engineer (London) but where this specification differs from those rules the specifications shall be followed.

DEFINITION:

The definitions of terms in the IEC wiring rules shall apply.

SUPPLY PRESSURE AND FREQUENCY:

The supply will be three phases 50 cycles AC, 4 wire systems, 415 volts between phase and 230 volts between phase and neutral and apparatus required shall be suitable for this supply.

TEST:

The installation with fittings complete shall satisfactorily pass the following tests, before the current is switched on:-

"All the lamps and appliance having been connected to the conductors and all switches and fuses be ON. A pressure not less than twice the working pressure (subject to a limit of 500 volts) shall be applied and the insulation resistance of the whole or any part of the installation to earth must not be less in MΩ than 25 divided by the number of points, subject to Min. of 1.5 MΩ."

PRECAUTION AGAINST INSECTS AND DAMP:

All outlets of system shall be properly framed and ventilated in such a manner as to prevent the entry of insects.

EARTH WIRE AND PLATES:

The earthing wire and the connection with earth shall be of 8 SWG to 10 SWG G. I. as per specified/instructed by Engineer-in-charge and shall be so constructed and laid as to avoid the formation of any electronic couple. All earthing wires shall be efficiently protected against mechanical damages.

SUPERVISION:-

The whole of the work shall be carried out to the satisfaction of the Engineer in charge and under the constant supervision of the contractor's competent qualified and experienced Electrical Engineer. The contractor shall if required by the department, furnish the full details of the Engineer's qualification. Only permit holders persons should be allowed to work at the site.

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Special Notes:

- (1) The materials supplied and installed shall be genuine only and as per the specifications. If the same are not found satisfactory, the same shall have to be replaced "free of cost ". Manufacturer's certificate towards genuineness of materials shall have to be supplied (if required by the Department) otherwise the material shall be rejected. In case of doubt / dispute the corporation shall ask the contractor to send the material / equipment to the Manufacturer's work for testing genuineness. The decision / report received from the manufacturer shall be conclusive and binding on both the parties i.e. the corporation and the contractor. If the material / equipment sent for testing is not found to be genuine than the whole expenses for testing shall be borne by the contractor and the contractor shall replaces the whole lot of materials / equipments supplied by him, free of cost.
- (2) The responsible authorized person of the contractor should be available on site daily when work is in progress. The Corporation shall not be responsible for any accident or damage done to the workmen / staff of the contractor. No compensation of any kind shall be paid by the corporation. The contractor shall observe govt. rules regarding labors etc.
- (3) The watch and ward of the materials / equipments till handed over to corporation after commissioning shall be the responsibility of the contractor even if part payment is paid to the contractor against delivery of materials / equipments.
- (4) All the equipment shall be tested for tests as per relevant IS in presence of corporation's representative and TPI person prior to dispatch and certificate thereof supplied. Slow-speed testing shall not be allowed.
- (5) The Contractor has to carry out necessary civil works also for this job like making hole for cable passing and covering it etc. The contractor shall complete the civil works at his cost i.e. cost of labour cement, sand, bricks etc. shall be included. No payment should be made for such minor civil works except mentioned elsewhere.
- (6) No facilities will be given to the contractor at work-site by SMC in any type or in any manner. The contractor has to carry out the work with his own tools tackles/ equipment/ instruments/ ladders etc.
- (7) Material/equipment storage facility at work-site will not be provided by SMC to the contractor.
- (8) The labours/staff deployed by the contractor at work-site will not be given accommodation by SMC in any manner.
- (9) It is presumed that, the tenderer has seen the work-site and the nature of work before quoting the rates into the tender.
- (10) Any loss, damage to SMC property due to the carelessness of the contractor in work, all will be deducted from contractor's bill.
- (11) In case of any dispute arising out of this tender work, the decision of City Engineer will be final and will be accepted to the contractor.
- (12) All the safety precaution, necessary arrangement, colour code, notice board, etc., as per Govt. Safety rules.



- (13) The work should be carried out as per site requirement and instruction by engineer in charge.
- (14) All necessary R.C.C. work and Foundation work shall be done by contractor on his own cost.
- (15) After the selection of manufacturer, the contractor shall arrange inspection and testing at the manufacturer's factory or assembly shop for inspection. No material shall be procured prior to the approval of the SMC.

16. **DISMENTALING WORK :**

- a. The job involves dismantling, carting, loading unloading, transportation, stacking the electrical equipments/material as mentioned other related accessories, etc.
- b. The job involves dismantling of above in best engineering manner wherein almost care should be taken not to damage the equipment being dismantled.
- c. They shall be dismantled and installed as and when convenient to SMC, as said plant is continuous running plant. **Shut down shall not be given on any ground.** Therefore, the Contractor is required to submit his line of action well in advance.
- d. If any damage is caused by the contractor during the course of work to new or existing plant or buildings or any machinery or any part thereof, the contractor shall make good, repair or replace the damage or replace the whole equipment promptly and effectively as directed by the Engineer-in-charge up to his satisfaction at no extra cost to the Municipal Corporation and in case, damage/ replacement is not carried out as directed by the Engineer-in-charge, SMC reserves the rights to withhold/ deduct/ recover the cost as estimated to be equivalent to the rectification/ replacement of deficiencies from his running bill or otherwise.
- e. The Municipal Corporation will not provide any men power, tools, tackles, equipments, vehicles, materials what so ever required for the job. However, EOT crane/ chain pulley block on mono rail may be used free of cost. No delay shall be accounted on ground of non-working/ non-availability of cranes.

17. **Following minor works shall be considered as part of scope of work and shall be included in the total cost of the project. No separate mention of the cost is required.**

Retro reflective Display board

- a. ~~Retro reflective Display board of "project information" about ongoing work, name of funding scheme, name of contractor, work order value, completion period etc. Min. 1 number of size 3 mtr. x 2 mtr. with necessary MS channel/angle footings of appropriate size.~~



- b. ~~Retro reflective Display board of various locations such as “sub station building”, “intake well” etc. minimum 4 number Min. 1 mtr. x 2 mtr. with necessary fixing arrangement.~~
- c. ~~Retro reflective Display board of with radium stickers indicating “detailing of machineries equipments” ratings etc minimum 6 numbers Min. 2 mtr. x 2 mtr. with necessary fixing arrangement.~~
- d. ~~Radium sticker numbering for various machineries. —Size and qty as per requirement of site.~~

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QUALIFICATION CRITERIA

The qualification process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule. The following criteria along with other conditions/ criteria shall be applicable to Bidder.

1. Tenderer shall be required to submit the enlisted documents in hard copy along with the EMD and tender fees. **If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened.**

Mainly tenderer shall fulfil following for pre-qualification,

Work completion certificate as per following,

| Work Completion Certificate(s) {WCC} Required for Similar Work Value | Min. Nos. of WCC [Work(s) Completed] |
|--|--------------------------------------|
| 80% of Total Estimated Cost | 01 |
| 50% of Total Estimated Cost | 02 |
| 40% of Total Estimated Cost | 03 |

(Appropriate evidence(s) like work completion certificate(s) with work order(s) must be provided).

2. **Manufacturer / Authorized distributors / dealer / Contractor can quote this tender.**
 - I. **If contractor quotes the tender, then he must have valid and latest electrical contractor license with its own firm name and he has to submit MOU on Rs.100/- stamp paper (Memorandum Of Understanding) with the manufacturer / authorized distributors / dealer for LED Supply along with technical bid.**
 - II. **If manufacturer / authorized distributors / dealer quote the tender, then he have to carried out Installation, testing and commissioning of all the luminaries to be supplied under this tender through licensed electrical contractor and such tenderer has to submit MOU on Rs.100/- stamp paper (Memorandum Of Understanding) with the license electrical contractor along with valid and latest notarised electrical contractor license along with technical bid.**
3. **If contractor quote the tender ...**

Experience of having successfully completed similar works during last 7 years ending last day of month before the one in which tenders are invited should be either of the following ("Similar works means works of S.E.T.C. Of Indoor/Outdoor lighting work and/or Street light work in various govt./semi Govt./municipalities/public sectors and limited companies.).
4. **If manufacturer / authorized distributors / dealer quote the tender,**

In this case, only supply scope of work and relevant amount of that work will be considered for the experience, that mean manufacturer / authorized distributors / dealer will get exemption from Installation, testing and commissioning scope of work. However, the estimate value for the comparison and qualifying criteria will remain same as above



5. Average annual financial turnover of Bidder during the **last 3 years (2016-17, 2017-18 & 2018-19)**, ending **31st March of the previous financial year** should be at least **30% of total estimated cost (Rs.7.00Lakh)**.
6. Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Tender Amount. ((Valid for not less than 4 Months from date of tender opening) Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.
7. **Certificates/ evidences should be duly attested/ certified by Notary. All work details should be provided with attested copies of evidences. (As mentioned in the table on page No. 4 & 6)**

Note: - Following enhancement factors will be used for the cost of works executed and financial figures to common base for the value of the works completed in India

| Financial Year | Multiplying Factor |
|-----------------|--------------------|
| One (2018-19) | 1.10 |
| Two (2017-18) | 1.21 |
| Three (2016-17) | 1.33 |
| Four (2015-16) | 1.46 |
| Five (2014-15) | 1.61 |
| Six (2013-14) | 1.77 |
| Seven (2012-13) | 1.95 |

8. List of the works already completed in last 7 years in prescribed Performa as per Annexure-VI and attested copies of certificates from head of the office (Min. Executive Engineer or Equivalent Post) concerned for completion of the works.
9. Declaration regarding the work on hand with the tenderer shall also be given in prescribed Performa as per Annexure-VI. Attested copies of work orders, interim certificates if any shall also be attach as supporting documents.
10. Attested copy of partnership deed, power of attorney etc.
11. If Bidder is other than LED Manufacturer, he should possess authorization & Technical support letter from LED manufacturing co. to quote their particular model.
12. **If Bidder is other than LED Manufacturer, he should possess authorisation & Technical support letter from LED manufacturing co. to quote their particular model. Necessary documents for the supporting LED manufacturers as mentioned below: -**

The LED manufacturer should be in business of LED luminaires at least 5 years. They should submit audited reports for last 5 years i.e. 2014-15 to 2018-19 as a proof for the same.

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MOST IMPORTANT CONDITIONS OF THE CONTRACT

All Technically & commercially qualified contractors will be eligible for empanelled in this work.

- The unit rates will be finalized based on the lowest rate quoted by the bidder.
- The unit rates, so fixed does not entitle the bidder/bidders to get future job automatically.
- The lowest bidder must give consent on non-judiciary stamp paper of Rs.100/- for carrying out the work on sanctioned rate for one year from the date of resolution and If other Technically and commercially qualified contractor wants to do the work on lowest sanctioned rates, then they should give a consent non-judiciary stamp of Rs.100/- for carrying out the work on sanctioned lowest rate in one year from the date of resolution.
- The rate sanction the work shall also be considered unit rates for pre-fixed period of one year from the date of resolution sanction by the complete authority of the corporation.

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RESPONSIBILITY OF THE CONTRACTOR

- 1.1.1 All expenses towards mobilization at site and demobilization including bringing in materials, work force, materials, dismantling the old materials, clearing the site after completion of work shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 1.1.2 Contractor may have to work in energized or partly energized conditions. In such cases, it shall be responsibility of the contractor to arrange for necessary permits or shuts downs and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.
- 1.1.3 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary equipments, tools-tackles, and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility are provided by SMC, the same shall be on chargeable basis.
- 1.1.4 The procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

SECURITY CUM PERFORMANCE GUARANTEE (SCPG) & AGREEMENT

- ~~1.1.1 The total Security Deposit is 4% (four percent) of contract value among which, as a contract security the tenderer to whom the award is made shall furnish a performance Guarantee for an amount equal to 2% (Two percent) of the contract price as initial security deposit to guarantee the faithful performance, completion of the works of the contract in accordance with all the conditions and terms specified herein and to the satisfaction of the engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms as mentioned below:-~~

~~(a) For the contract Value less than and Equal to 2.0 Cr. By a demand draft of Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank of Surat branch acceptable to the owner.~~

~~(b) For the contract Value above 2.0 Cr. A fixed deposit receipt of a Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank located at Surat pledged in favour of the Municipal Commissioner, Surat Municipal Corporation, Surat.~~

~~(c) Bank Guarantee IN PRESCRIBED PROFORMA of any Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank encashable at Surat, for minimum tenure of 2.5 years (30 Months)..~~

~~The performance guarantee shall be delivered to the Surat Municipal Corporation within 15 days of the notice of award. Security Deposit should be paid in time and if it is paid after 15 days from the date of Work Order then the penalty of 0.065% per day of the amount of Security Deposit shall be recovered from the Contractor while receiving the~~



Security Deposit. It is clarified that the amount of Security Deposit shall be collected on the basis of tender amount and not on the basis of estimated amount put to tender.

As initial Security Deposit, Two percent (2%) of the amount of work part in the tender accepted by the Competent Authority shall have to be paid towards security deposit at the time of execution of agreement. This will be released with final bill after total completion of work & completion of auditing formality.

Moreover the amount equal to 2% (two percent) of each R.A. Bill shall be retained as Security Deposit from each running bills as mentioned earlier. This 2% of work done amount of capital work will be released as said earlier after successful completion of third year completion of warranty period. However, after the total completion of capital work & after payment of final bill, the contractor may convert the same to FDR for required period of any Local Nationalized Bank or scheduled banks like IDBI, HDFC, YES, ICICI and AXIS bank encashable at Surat in favour of Municipal Commissioner, Surat.

- 1.1.2 The SPBG shall be liable to be forfeited wholly or partly at the sole discretion of the SMC, should the contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the SMC. In case of premature termination of the contract, the SCPG will be forfeited and the SMC will be at liberty to recover the loss suffered by it from the contractor.
- 1.1.3 The SMC is empowered to recover from the SCPG through invocation of B.G./ forfeiting the cash amount deposited through DD or other means for any sum due and for any other sum that may be fixed by the SMC as being the amount or loss or losses or damages suffered by it due to delay in performance and/ or non performance and/ or partial performance of any of the conditions of the contract and/ or non performance of guarantee obligations.
- 1.1.4 No interest is payable on SCPG amount.
- 1.1.5 In the event of full SCPG being forfeited, the SMC at its discretion and without prejudice to its any other rights can terminate the contract.
- 1.1.6 The successful Contractor shall also be required to enter into contract agreement along with undertaking and local surety on Gujarat Stamp Paper purchased from Surat worth Rs. 300.00 (i.e. Rs.100.00 + 100.00 +100.00 for each) (To be brought by the Contractor) on getting the order. If security deposit in form of FDR, the Bidder shall have to become the contract agreement on non –judicial Gujarat stamp paper of amount of 4.25% of security deposit amount.

COMPLETION TIME

- 1.1 The completion time is deemed to be essence of the Contract and shall be firm and binding. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning within a period of **One months from the date of award of contract.(after 10 days of the date of the work order issued to the contractor to commence date of the work order)**
- 1.2 The Bidder shall indicate the duration of all the activities in activity chart in conformity with the overall schedule of the completion of project. Bidder shall submit the activity chart which shall be discussed and finalized and shall form an integral part of the Contract.



NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time from the commencement of the work the, SMC shall for any reason require alteration in the work, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full or prior to alteration.

CONTRACTOR/ REPRESENTETIVES AT THE SITE

During the execution of the contract the Bidder shall ensure responsible person with authority to take decisions to be available at site. Such person deputed by the contractor shall report to the engineer in-charge for smooth execution and timely completion of the work. The contractor available at all reasonable hours to receive instructions, notices or other communications. The contractor shall be responsible for any misconduct/ indiscipline by his employees or sub-contractor & its workmen. The contractor shall abide by the instructions of the engineer in charge, if given in this regard.

SUB-LETTING OF WORK

“In the eventuality sub-letting of work SMC, will be informed *in advance*. However, the contractor’s liability or obligations will not get altered/ delegated to sub-contractor. If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the engineer in-charge is not in accordance with the contract documents, the SMC may give written notice to the contractor requesting him to terminate such sub-contracts and the contractor on the receipt of such notice shall terminate such contracts.”

POWER OF ENTRY

In case the contractor does not commence the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer in charge:

- i) Fail to carry on the works in conformity with contract document/ schedule or
- ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the engineer in charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed. or
- v) If the contractor abandons the works, or
- vi) If the contractor during the continuance of the contract becomes bankrupt.

In any of such events, the SMC shall have the power to enter upon the works and take possession of the materials, temporary works, equipment, tools and stocks thereon, and to revoke the contractor's license to complete the works by his agents, other contractors or workmen.



USE OF COMPLETED PORTIONS:

- 1.1 Whenever in the opinion of the SMC the work or any part thereof is in a condition suitable for use and in the best interest of the SMC requires use, the SMC may take possession of the same. The contractor shall, however, be not relieved of his pending obligations.
- 1.2 Prior to the date of final acceptance of the work by the SMC, all necessary repairs or renewals in the work or part thereof so used on account of defective materials or workmanship or due to the operations failure except normal wear & tear shall be at the expenses of the contractor. Such use shall neither relieve the contractor or any of his responsibilities under the contract, nor act as waiver by the SMC of the conditions thereof. However, if in the opinion of the SMC the use of the work or the part thereof delays the completion of the remainder of the work, the SMC may grant such extensions of time as it may consider reasonable. The decision of the SMC in the matter shall be final. The contractor shall not be entitled to claim any compensation on account of such use by the SMC.

POWER OF THE ENGINEER-IN-CHARGE TO ORDER SUSPENSION OF WORK

The Engineer-in-charge may, from time to time by direction in writing and without invalidating the contract, order the contractor to suspend the work or any part thereof at such time or times and for such reasons as he may consider necessary. After such directions to suspend the work or any part thereof has been given, then proceed with the work or part thereof, directed to be suspended until he receives a written order from the Engineer-in-charge to so proceed. In the event of suspension, the SMC may under the provisions of the contract, extend the time for completion of the work or part thereof by such period as it may find reasonable. The decision of the SMC in the matter shall be final and binding on the contractor.

PAYMENT PROCEDURE

The Bidder shall submit the bills for claim in two copies. The payment shall be made after the verification of the bill by the Engineer In-charge.

It is expressly understood that the drawl of payment by the contractor in the manner specified will not be construed as the fulfilment of the contractor's obligations either in part or whole under the contract and that the contractor shall continue to remain responsible to SMC until all the obligations under the agreement have been fulfilled.

RATES TO BE INCLUSIVE

The Old material (that means the existing convectional fitting which is going to dismantled under this work)shall be credited to the bidder as a buyback of materials and bidder must quote the rate in this tender accordingly. And it is to be noted that contractor must submit certificate issued by GPCB's approved enlisted agency confirming that quantity of all replaced old luminaries have been handed over to GPCB's approved enlisted agency.

- 1.1 The rates quoted by the contractor shall remain firm and fixed and binding till the issue of completion certificate and shall not be subject to escalation.



- 1.2 Rates shall be deemed to include and cover all costs, expenses, taxes, GST, construction cess, any kind of cess, duties, levies, royalties, etc. and liabilities of every description and all risk of every kind to be taken in execution, completing and handing over the work to the SMC by the contractor. The SMC shall deduct GST, income tax, Works Contract as applicable on the indivisible works contract & other applicable taxes as per the prevailing rates from the bills of the contractor. SMC shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- 1.3 The contractor shall guarantee the entire work for a period of 36 months from the date of completion of work. Any damage or defect that may arise or lie undiscovered during the work / at the time of issue of completion certificate, connected in any way with the materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-charge or in default, the engineer-in-charge may cause the same to be made good by other workman and deduct expenses of which the certificate of Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit.

DEFECTS PRIOR TO TAKING OVER:

- 1.1 If at any time before the work is taken over, the Engineer- in-charge shall:
 - (i) Decide that any work done or materials used by the contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matters being hereinafter, called 'Defects' in this clause) and
 - (ii) As soon as reasonably practicable notice given to the contractor in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred then the contractor shall have to replace defective materials with new materials at his own expense.
- 1.2 In case the contractor fails to do so, the SMC may take, at the cost and risk of the contractor, such steps as may in all circumstances be reasonable to replace defective materials with new materials. The expenditure so incurred by the SMC will be recovered from the amount due to the contractor. The decision of the Engineer-in charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the Engineer-in-charge shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests and the SMC shall be deemed to have taken over the works on the date so certified.

GUARANTEE

- 1.1 The manufacturer's guarantee for all bought out items shall be made available to SMC and shall be valid at least for the entire defect liability period. If manufacturer's guarantee is not so available to the SMC, the contractor himself shall guarantee the items supplied for the



entire defect liability period. However, in case the manufacturer's guarantee period is in excess of the defect liability period, such guarantees for such excess period shall be passed on by the contractor to the SMC.

- 1.2 Any material and/ or equipment and/ or accessories which shall prove defective or which shall fail to meet the desired design guarantee or performance during the defects liability period, the contractor shall replace/ rectified at his own cost that material and/ or equipment and/ or accessories with another of make approved by SMC. Manufacturer's/ contractor's guarantee for such replaced equipment shall also be made available to SMC and should be kept valid at least for one year from the date of last replacement

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EVALUATION OF BIDS

- ⇒ The bidder can quote only one model of led luminaires having.
- ⇒ Power loading shall be applicable for quoted model.
- ⇒ After opening of the technical bid, SMC will examine the technical bid thoroughly. The bidder must fulfill all eligibility criteria and submit all documents as mentioned intender.
- ⇒ The bidder is required to furnish all details, lighting design, literature, test report/ certificates etc. as per specifications, terms & conditions, which is must. For eligibility of opening of price-bid, all criteria must be fulfilled.
- ⇒ **Evaluation of the prices quoted by tenderers will be done on capital as well as energy cost for@ Rs.1,32,000 per KW. The ceiling for the fitting will be considered 16.67 Watt. No advantage on energy cost / power loading below the ceiling limit shall be considered during tender evaluation.**
- ⇒ The base of power input will be minimum among qualified offer(s).
- ⇒ Lowest offer shall be considered based on Quoted Cost (including all kinds of taxes/ duties etc.) + Power Loading.

I/C Executive Engineer ,
Light & Energy Efficiency Cell,
Surat Municipal Corporation.



SOP for Repair/Replacement of LED Tubelights during Defect Liability Period

NAME OF WORK: -SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

- 1) Zones/Departments will intimate the contractor/Tenderer for Non-working of LED Tube Light by Telephonic/E-mail/Whatsup app/written complaints.
- 2) Contractor will solve the complain either repair or replacement within 2(Two) days of Intimation. Failure to do so,RS.10.00 per day per fitting will be charged as a penalty up to Seven Days. Beyond that Rs.20.00 per day per fitting will be levied.
- 3) Total Ceiling limit of the penalty will be maximum 10 % of the contract value of the respective orders issued by Zone/Department.
- 4) Penalty Levied will be recovered from the pending bills or the deposits of contractors.

SEAL & SIGNATURE OF THE TENDERER

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation



Bidder's Certificate/ Undertaking(A)

NAME OF WORK: -SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

- I/ we hereby declare that I/ We have persuaded in detail and examined closely the specifications/ general terms & conditions/ special terms & conditions/ important instructions/notes described in the tender documents & addenda corrigendum(s) [if any]. **I/ We here by agree to be bound by and comply with all such specifications/ terms, conditions etc.**
- I/ We also confirm that my/ our offer is strictly in line with the tender specifications, stipulations, terms and conditions etc. and understand that in the event of any deviations, technical or commercial, my/ our price bid will not be opened.
- I/ We have understood the tender specifications/ terms/ conditions/ all content of tender and particularly intent behind the content and bind my/ ourselves for same.
- If any items/ conditions/ specifications/ scope of work is mentioned differently at more than one place(s) by chance, **most appropriate as decided by the department (Surat Municipal Corporation) will apply & binding to the tenderer.**

SEAL & SIGNATURE OF THE TENDERER



Bidder's Certificate/ Undertaking(B)

Submitted by the Successful Bidder immediately after receipt of Workorder

NAME OF WORK: -SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

I/ we hereby declare that following laws/Bye-laws/Legal Requirements are applicable to this work and abide by me.

1).....

2).....

3).....

4).....

5).....

6).....

I also Undertake the responsibility for the laws/Bye-laws/Legal Requirements not mentioned in above list, if found applicable.

SEAL & SIGNATURE OF THE TENDERER



SPECIAL TERMS AND CONDITIONS

THE FOLLOWINGS MUST BE CONSIDERED: -

- (iii) Each tender must accompany with latest passport size photograph along with specimen signature of the contractor(s)
- (iv) In the event of the tender being submitted by a partnership firm it must be signed separately by all partners with their latest photographs duly signed thereof. The partnership deed must also be attached with the tender.
- (v) The contractor(s) shall have to attach GST certificates with residential address evidences.
- (vi) For contractor(s) paying royalties to the Government, the receipt of the same must be produced.
- (vii) The successful contractor(s) shall be required to submit photographs, address and specimen signatures in duplicate at the time of executing the agreement. The agreement shall be executed by partner/ person who have signed the tender/ quotation.
- (viii) Affix passport size photograph in table below: -

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Specimen signature of all partners in case of partnership agency: -

- | | | |
|----|-------|--|
| 1. | _____ | <u>Submission of registered agreement _____ is compulsory in case of partnership agency.</u> |
| 2. | _____ | |
| 3. | _____ | |
| 4. | _____ | |

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER

| |
|---|
| NOTE: - PLEASE CLEARLY NOTE THAT "SPECIAL TERMS AND CONDITIONS" MUST BE RETURNED DULY SEALED & SIGNED ALONG WITH THE TECHNICAL-BID. |
|---|



CONDITIONS OF CONTRACT

Clause 1.

The person/persons whose tender may be accepted hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees shall (within 10 days of the receipt by him of the notification of the acceptance of his tender) deposit with Municipal Commissioner cash or Government securities endorsed to the Commissioner sum sufficient which will make up the full security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by contractor shall be refunded after the expiry of the Defects liability period as shown in the attached Memorandum after deducting dues, if any, which become liable to be recovered from the contractor under the terms and conditions of this Agreement.

Clause 2.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the Contractor shall pay as compensation a percentage amount (Shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished after the proper days. And further to ensure good progress during the execution of the work the Contractor shall be bound, in all cases in which the allowed for any work exceeds one month, to complete parts of the work during the period shown in the attached Memorandum.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation, the amount mentioned above for every day that the due quantity of work remained incomplete, provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the tendered cost of the work as shown in the tender.

Clause 3.

In any case in which under any clause of or clauses this contract the Contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (Whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Commissioner on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Municipal Corporation.

To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Commissioner shall be conclusive evidence) and in that case that security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Municipal Corporation.

To employ labour paid by the Department and to supply material to carry out the works, or any part of the work debiting the Contractor with correctness of which cost and price the certificate of the EXECUTIVE ENGINEER shall be final and conclusive against the Contractor and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and in that case the certificate of



EXECUTIVE ENGINEER as to the value of the work done shall be final and conclusive against the Contractor.

To order that the work of the Contractor be in measured up and to take such part thereof as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the EXECUTIVE ENGINEER shall be final and conclusive) be borne and paid by the original Contractor and shall be deducted from any money due to him by the Municipal Corporations under the Contract of otherwise from security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses be adopted by the Commissioner the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the EXECUTIVE ENGINEER shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.

If the progress of any particular portion of the work is unsatisfactory the commissioner shall not withstanding that the general progress of the work is satisfactory in accordance with Clause 2, be entitled to take action under Clause 3 (b) after giving the contractor 10 days notice in writing and the Contractor will have no claim for compensation for any loss sustained by him owing to such action.

Clause 5.

In any case in which any of the powers conferred upon the Commissioner by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall not withstanding be exercisable in any future case default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Commissioner taking, action under the sub-clause (a) or (c) of clause 3, he may, be he so desires to take possession of all or any tools; plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the EXECUTIVE ENGINEER whose certificate thereof shall be final. In the alternative the Commissioner may, by notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with, any such requisition, the commissioner may remove them at the Contractor's expense or sell them by auction or private sale at the risk and account of the Contractor in all respects and certificate of the EXECUTIVE ENGINEER as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.



Clause 6.

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Commissioner within 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred and the Commissioner may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Commissioner in this matter shall be final.

Clause 7.

On the completion of the work the contractor shall be furnished with a certificate by the EXECUTIVE ENGINEER (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned of the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received the approval of the Engineer-in-Charge, the said measurement being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the Contractor remove such scaffolding surplus materials and rubbish, and dispose of the same the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8.

No payment shall be made for any work, estimated to cost less than Rupees one thousand, till after the whole of the said work shall have been completed and a certificate of completion given, But in the case of works estimated to cost more than Rupees One thousand, the Contractor shall, on submitting a monthly bill therefore be entitled to receive payment proportionate to the percentage shown in the attached Memorandum of the part of the work than approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor.

All such intermediate payments shall be regarded as payments by way or advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring bad, unsound imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim nor shall it conclude, determine or affect in any the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-Charge's certificate to the measurement and of the total amount payable for the work shall be final and binding on all parties.



Clause 9.

The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted and so completed the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 10.

A bill may be submitted by the Contractor once in each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible shall be adjusted if possible within fifteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

Clause 11.

The Contractor shall submit all bills on the printed forms to be hand on application at the office of the Engineer-in-Charge. The Charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for in the tender at the rates hereinafter provided for such work.

Clause 12.

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the P.W.D. store if it is required that the contractor shall use certain stores to be provided by Engineer-in-Charge (Such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise from the security deposit or the proceeds of sale thereof shall be held in Government securities ; the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of the Municipal Corporation, and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Department Stores, if the Engineer-in-Charge so requires by a notice in writing given under his hand, but the Contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.



Clause 13.

The Contractor shall execute the whole any every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs, drawings and instructions on aforesaid.

Clause 14.

The Engineer-in-Charge shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which on rates is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Municipal Corporation or at the rates mutually agreed upon between the Engineer-in-Charge and the Contractor whichever are lower if the additional or altered work for which no rate is entered in the schedule of rates of the Municipal Corporation is ordered to be carried out before the rates are agreed upon then the Contractor shall, within seven days of the date of the receipt by him to the order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charge does not agree to this rate he shall be notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates, shall have been determined as lastly herein before mentioned, then in such a case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge, In the event of a dispute, the decision of the Commissioner will be final.

Where, however, the work shall have to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alteration above referred to shall within the scope of such designs drawings and specification appended to the tender.

The time limit for the completion of work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions the cost of the original contract work, and the certificate of the Engineer-in-Charge as to such proportion shall be conclusive.

Clause 15.

- A. If at any time after the execution of the contract documents, the Engineer-in-Charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to



be carried out at all or to be carried out by the Contractor, he shall give notice in writing of the fact, to the Contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided herein under, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge, whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the Contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

- B.** The Contractor shall not be entitled to claim any compensation from the Municipal Corporation for the loss suffered by him on account of delay by the Municipal Corporation in the supply of materials entered in schedule-A where such delay is caused by...

Difficulties relating to the supply of railway wagons and availability of Government controlled materials.

Force Majeure.

Act of God.

Act of the Nation's enemies or any other reasonable cause beyond the control of the Municipal Corporation.

In the cause of such delay in the supply of materials the Municipal Corporation shall grant such extension of time for the completion of the work as shall appear to the commissioner to be reasonable in accordance with the circumstance of the case. The decision of the Commissioner as to the extension or item shall be accepted as final by the Contactor.

Clause 16.

The contractor is to set out and level the work and will be responsible for the accuracy of the same. He is to provide and maintain measuring and surveying instruments including steel tapes. Theodolite and dumpy level at all times for proper carrying of the work and for the use of the EXECUTIVE ENGINEER and his representatives including skilled attendance.

Clause 17.

The contractor is to cover up and protect the works from the weather, and is to suspend all wet operations during such weather which, in the EXECUTIVE ENGINEER opinion will be detrimental to the work.



Clause 18.

Samples of each class of material and workmanship shall be submitted by the contractor for the approval of the EXECUTIVE ENGINEER and after such approval these samples shall be deposited at any place the EXECUTIVE ENGINEER may appoint and contractor shall be required to perform all the works of this contract in accordance with the samples.

Clause 19.

On completion, all work must be cleaned down; rubbish removed and the works and land cleaned of rubbish; surplus materials and other accumulations, and everything left in a clean and ordinary condition.

Clause 20.

The Contractor shall provide, erect and maintain proper sheds and temporary buildings for the storage and protection of materials and goods and for the execution of work which may be fabricated or brought on the site.

Clause 21.

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 structure as shown in the drawings supplied 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 EXECUTIVE ENGINEER.

Clause 22.

The contractor shall permit the execution of the work not provided for in the tender by artists; tradesman, or others engaged by the Municipal Corporation. The contractor shall allow all reasonable facilities and the use of his scaffolding and water for the execution of such work; but is not required to provide any special scaffolding for the execution of such work except by special arrangement with the Municipal Corporation.

Clause 23.

Under no circumstances whatsoever shall the contractor be entitled to any compensation from the Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of cause of such claim occurring.

Clause 24.

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound imperfect, or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost ; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during



which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained or as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the contractor is so liable for any defects in the work shall be the defects liability period shown in the attached memorandum.

Clause 25.

All works under in cause of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 26.

The contractor shall give not less than five day's notice in writing to the Engineer-in-Charge or his subordinate in chart of the work before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 27.

If the Contractor or his workmen; or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed, or if any damage shall be done to the work for any cause whatever while it is in progress or if any imperfection becomes apparent in it within the Defect liability period mentioned above by the Engineer-in-Charge the contractor shall make good the same at his own expense, or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of the Engineer-in-Charge shall be final) from any sum that may be due or thereafter becomes due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Clause 28.

The Contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the P.W.D. stores in accordance with the contract). Plant tools, appliance implements, ladders, cordage, tackles, scaffolding and any temporary works, which may be required for the proper execution of the work, in the original; altered or substituted from, and whether



included in these specification or, other documents forming part of the contract or referred to in these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work, the contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing, and assisting in the measurement of examination at any time and from time to time of the work or materials, falling this the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expense may expense may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident; and shall also be bound to bear the expenses of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to negligence of the above precautions, and to pay damages and costs which may be awarded in any such suit, action or proceedings, to any such persons, or which may with the consent of the Contractor be paid in compromising any claim by any such person.

Clause 29.

The Contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 30.

Compensation for all damage done intentionally or unintentionally or by the Contractor's labourers whether in or beyond the limits of the Municipal Property shall be estimated by the Engineer-in-Charge or such other office as he may appoint and estimates of the Engineer-in-Charge subject to the decision of the Commissioner on appeal be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damage from the security deposit or deducted by the Engineer-in-Charge from any sum that may be due or become due from the Municipal Corporation to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person from injury sustained by him owing to negligence of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

Clause 31.

No work shall be done on Sunday/Holidays without the sanction in writing of the Engineer-in-Charge.

Clause 32.

The Contract shall not be assigned or subject without the written approval of the Engineer-in-Charge, and if the Contractor shall assign or subject his contract or attempt to do so, or become insolvent or commence any proceedings to be adjudicated any insolvent or make any composition with his creditors, or attempts or attempt to do the Engineer-in-Charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-Charge may by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Municipal



Corporation and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid or be paid for any work thereto for, actually performed under the contract.

Clause 33.

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Clause 34.

In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Clause 35.

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the EXECUTIVE ENGINEER who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 36.

Except where otherwise specified in the contract the decision of the commissioner shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, designs and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising aloof, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

Clause 37.

When the estimate on which a tender is made includes lump-sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under contract or such items or if the part of the work in question is not the opinion of the Engineer-in-Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive under the provisions of the clause.

Clause 38.

In the case of any class of work for which there are no such specifications as are mentioned in Rule 1 such work shall be carried out in accordance with the Municipal or Gujarat Government P.W.D. specifications, and in the event of there being no Municipal or Government P.W.D. specifications, then in such a case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Clause 39.

The expression " Works " or " Work " where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work or works the contractor is to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.



Clause 40.

All quarry fees and royalties shall be paid by the contractor. All VAT taxes shall also be paid by the contractor according to the Municipal rules in force at the time and no refund shall be given. Certificate for refund of quarry fees and royalties if admissible under existing rules shall be given by the Municipal to the Contractor after successful completion of the contractor, for the levy of water charges for construction work, see the attached Memorandum.

Clause 41.

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) of any statutory modification thereof for injuries caused to workmen.

Clause 42.

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

Clause 43.

No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land in the case of clearance work, for any delay in accordance to estimate.

Clause 44.

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 45.

The contractor shall not enter upon or commence any portion of work except with the authority and instructions of the Engineer-in-Charge or of his subordinate in charge of the work failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 46.

- i) No contractor shall employ any person who is under the age of 18 years. If any contractor found employing person or persons under the age of 18 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in child labour (Prohibition & Regulation) Act 1986 and also, a penalty of Rs.20,000/- (Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in child labour Rehabilitation cum welfare fund.
- ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Nawar).
- iii) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

The Engineer-in-Charge or his agent is authorized to remove from work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Municipal Corporation for any delay caused in the completion of the work by such removal.

The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on



the ground that the wages paid are not fair reasonable, the dispute shall be referred without delay to the EXECUTIVE ENGINEER who shall decide the same.

The decision of the EXECUTIVE ENGINEER shall be conclusive and binding on the contractor but such decisions shall not in any way affect the condition in the contract regarding the payment to be made by the Municipal Corporation at the sanctioned tender rates.

Clause 47.

Payment to the contractors shall be made by Cheque drawn on any bank in Surat, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

Clause 48.

Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 49.

The clause headings in these conditions are for purposed of reference only and are not to be deemed to form part of this contract.

Clause 50.

Disputes if any, shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner / Standing Committee. After referring to Commissioner / Standing Committee if the said dispute is not solved, the same be referred to the court subject to Surat jurisdiction only.

Clause 51.

The following conditions are being included in this tender and shall be considered as part of tender document.

In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the contractor while releasing the payment of final bill. In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 2% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.

If there is increase in amount of work more than 5% of the contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the contractor up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs.1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 lacs or more at the rate of 4% of the additional amount.

In many cases, the contractors are stopping the work half-way due to number of reason and when the department has to take sections in accordance to clause 3(a) or (b) or (c) of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalizing the tender etc.

In such cases a fixed amount of Rs. 1000/- should be reveal from the original contract towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work.

In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery shall be in addition to the recovery to be made under clause-3 or such other relevant clauses.



Clause 52.

Please return the same duly filled technical bid along with all the set in a sealed cover to the following address with the name of work written on the top of envelope at the following address, so as to reach not later than 6:00 P.M. on or before the last date of the submission of the tender.

**The Chief Accountant,
Accounts Department,
Surat Municipal Corporation,
Muglisara, Surat – 395 001.**

The tender submission shall be by Registered post/ Speed post only.

Clause 53.

Earnest money should be paid as per tender condition. Earnest money in the form of Cheque will not be accepted. The amount will be forfeited in case after his quotation is accepted, the contractor does not complete the contract documents and pay the amount of Security Deposit of 2% of tender amount within the specified time as mentioned in clause in condition of contract, otherwise it will be refunded. The work is to be completed within stipulated time limit (Including monsoon) from the date of written order to commence the work. The insurance Company's bond will not be accepted against the Security Deposit.

Clause 54.

The contractor will quote item rate, both in words and figures. The final total as per the item-rates quoted above also be given both in words and figures.

Clause 55.

No alteration in the form of quotation and in schedule of quantities and no additions in the shape of special stipulation will be permitted. Quotations which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.

Clause 56.

The tenderer must obtain himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same from the office of the EXECUTIVE ENGINEER , Surat Municipal Corporation, Surat, during the office hours between 11:00 A.M. to 6:00 P.M. on weekdays except Sunday & holidays and examine the drawing and inspect site of the work and acquaint himself with all local conditions and matters pertaining thereto.

Clause 57.

Each of the pages of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself /themselves with General Conditions etc., as laid down. Any tender with any of the documents not so signed with will be rejected.

Clause 58.

The tender form must be filled in English and all entries must be made by hand written in ink, if any of the documents is missing or unsigned, the tender shall be considered invalid.

Clause 59.

The rates quoted by the contractor shall include all eventualities such as heavy rain, sudden floods, etc., which may cause damage to the executed work or which may totally wash out the work. Until



the completion certificate is issued to the contractors, S.M.C. shall not be responsible for such damage or wash out to the construction work.

Clause 60.

Time is the essence of the contract. The work should be completed within stipulated time limit (Including monsoon) i.e. after 10 days of the date of the work order issued to the contractor to commence date of the work order issued to the contractor to commence the work. The successful contractor will have to give a schedule of the various items of work to be done so that the work is completed within the stipulated time.

Clause 61.

Rate for extra items, as far as possible will be derived from the quoted tender items where it is not possible to do so, the same shall be arrived at by adding 15% towards overhead and profits on the actual cost of labour, material and plant and machinery input as approved by Engineer-in-Charge.

Clause 62.

Rate for extra items, as far as possible will be derived from the quoted tender items where it is not possible to do so, the same shall be arrived at by adding 15% towards overhead and profits on the actual cost of labour, material and plant and machinery input as approved by Engineer-in-Charge.

Clause 63.

In case of delay in execution of work the penalty at the rate of 0.2% of unexecuted work amount per day subject to the maximum of 10% of the Contract value, shall be payable by the contractor to the Corporation towards compensation.

Clause 64.

No claim for any extra or compensation for damage will be entertained on account of such variation, except where the quantity is increased by more than 30%.

No claim for any extra or compensation for damage will be entertained on account of such variation where the quantity is decreased to any percentage or where the item is totally deleted.

Clause 65.

It should be noted that the contractor shall have to complete the work in stipulated time limit as per the terms of the contract.

The Contractor shall submit complete CPM/PERT chart and get it approved within one month of the award of the work.

Clause 66.

The contractor shall also arrange to obtain the license from the competent Authority under the contractor labour (regulation and abolition) Act 1970.

Clause 67.

Before payment of final bill on completion of the work, total amount of that work done at sanctioned rate shall be considered with the total amount of work done, had it been executed at the rate of second tenderer. While comparing total amount, quantity to be taken into consideration will be the quantity executed and not the quantity put to tender and will also include variation of quantity within the limits of quantity executed as per clause 67 i.e. 30% of the estimated quantity.

In case the latter is less than the total amount of work done at sanctioned rate; then the amount of difference the two shall be deducted from the final bill before making payment. In other words the work when executed shall not exceed as compared to the rate of second lowest tenderer. It may be



noted that extra items shall not be included in comparing the rates with the second lowest tendered.

Clause 68.

The following additional information shall be forwarded by the tenderer along with the submission of the tender

- (a) A list of works of comparable nature executed, along with their value and time of completion.
- (b) A list of works in hand showing the cost of the work to be completed against each with the certificate from the Head of the office concerned.
- (c) A list of machinery in their possession and which they will bring for the proposed work.
- (d) Solvency certificate without which such tenders are liable to be rejected. The solvency certificate should be for the amount equal to 20% of the tender value of the work.

Clause 69.

Acceptance of quotation will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all quotation/tenders and no reasons will be given for acceptance or rejection thereof. The tenderers whose quotation is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in the tender.

Clause 70.

The tender will be liable to be rejected outright, if while submitting it ----

The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.

Any of the pages of the tender are removed or replaced.

In the case of item rate tender, the rates are not entered in ink in figures and words and the total of each item and grand total are not stuck by the tenderer in ink in the last column of schedule 'B' under his signature.

Any errors are made by him in the tender.

All corrections and addition or pasted slip are not initiated by tenderers.

The tenderer or in the case of a firm, each partner thereof does not sign or the signature/signatures is/are not attested by a witness on page of the tender in the space provided for the purpose.

The tenderers which do not fulfill any of the condition of those in the printed form and those tenders which are incomplete.

Clause 71

The contractor has to make all arrangement for procuring the material required on his own work.

Clause 72.

In case of any discrepancy with tender documents the contractor may contact the EXECUTIVE ENGINEER , Surat Municipal Corporation.

Clause 73.

In view of the difficult position regarding the availability of foreign exchange would be released by the department for the purchase of plant and machinery required for the execution of the work contracted for.



Clause 74.

The contractor will have to construct shed for storing valuable material at works having locking arrangement. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of works.

Clause 75.

Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.

Clause 76.

Tender once offered cannot be withdraw except with the express permission of the Municipal Corporation.

Clause 77.

The successful tender may be required to furnish surety of 10% of the contract value on stamp paper if so desired by the Commissioner.

Clause 78.

The tenderers are required to give complete specification of prices quoted.

Clause 79.

For all R.C.C. WORKS SUCH AS Footing, Column, Beams, Slabs, Chhajjas, Pardis, Lintels, etc., 15 cm x 15 cm x 15 cm sizes test cubes as per the P.W.D. standard will have to be taken by the contractor and as per instructions and directions of the Engineer-in-charge. These test cubes will be for 7 days and 28 days respectively. After 7 days, 28 days these test cubes will be tested in the Government approved laboratory by the contractor at his own expense and results will be submitted directly to the respective head of the department.

Clause 80.

If the work executed is found to be of inferior quality or of any substandard quality not confirming to the specifications at any point of time during the inspection of by Engineer-in-charge or any higher Authority, the contract shall be terminated without assigning any reasons thereof and no payment shall be made towards the probable damages or loss caused to the contractor and materials purchased by him for this work and no compensation whatsoever either shall be paid to contractor by Municipal Corporation.

Clause 81.

[a] The civil work and the whole erection and installation work of electrical – mechanical equipments shall be done in supervision of Civil/Electrical/Mechanical Supervisor/Engineer-in-charge. No work including erection/installation shall be between 8.00 to 17.00 hours with 1.00 hour of recess in between or on Sunday or Government holidays, except with the special sanction of the Engineer in writing previously obtained, and the withholding of such sanction shall be no ground of complaint on the part of contractors of cause for compensation to them. The period within which the work has to be carried on and completed has been fixed in terms of this cause with the provision that the total number of hours of work permissible shall not exceed 48 hour in a week and in no case more than 8 hours on any working day the actual times within which the said hour shall be worked being subject to mutual arrangement with the contractors at the commencement of the work or from time to time as may be required and provided that for the one hour about mid-day exclusively of the permissible hours aforesaid for work, all works shall be stopped for raft and mods though sanction may be accorded to the



contractor to work on days and at times otherwise, normally non-permissible under this contract, the contractors shall be required to bear the cost of such supervision as in the opening of the engineer-may be necessary at these times It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and Holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractors as a matter of right and the refusal to grant such permission will not be set up as a ground or for not completing the work within the contract period.

- [b] If on the other hand the Engineer requires that the work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractors shall proceed with the work but they will not be required in such cases to bear the cost of the Municipal establishment employed at the time. A six hours work at night will be considered as equal to day's work. Such number of days and hours as may be worked under these exceptions will be takes into account in determining the contract period fixed for completion of the works.
- [c] The contractors at all times during the continuance this contract shall in all their dealings with local labour for the time being employee on the works contemplated by this contract have due regards to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractors and any of their Agents on the hand and any local labour on the other hand with respect of any matter or thing in any way connected with this contract shall be decided by the Commissioner whose decision shall be final and binding on all parties.

Clause 82.

If the work executed is found to be of inferior quality or of any substandard quality not confirming to the specifications at any point of time during the inspection of by Engineer-in-charge or any higher Authority, the contract shall be terminated without assigning any reasons thereof and no payment shall be made towards the probable damages or loss caused to the contractor and materials purchased by him for this work and no compensation whatsoever either shall be paid to contractor by Municipal Corporation.

Clause 83.

The contractor shall take 'All contract risk insurance policy" for the estimated cost of work of "Work's man compensation policy" for all workers and labours of contractor and clients working at site and "Third party insurance policy" to fully cover all third party type risk. The insurance policy so taken by the contractor for such purpose shall be in the joint name of the contractor and the client and the policy shall be deposited with the clients.

Clause 84.

The contractor should not that the conditional tenders shall be out rightly rejected.

Clause 85.

Out of the amount payable/creditable to contractor's account, the Central Government/State Government tax/taxes shall be deducted at source in accordance with the relevant laws/rules from time to time prevailing.

Clause 86.

The rates bifurcation for supply and erection /commissioning part shall be considered same to that, mentioned in payment terms.



Clause 87.

Surat Municipal Corporation shall not provide 'C' form for tax purpose.

Clause 88.

The work contract tax shall not be paid to the contractor.

Clause 89.

No price variation or escalation shall be paid to the contractor.

Clause 90.

While preparing final bill on completion of the work, the total amount of work done as sanctioned shall be compared with the total amount of work done, at the rate of second lowest tenderer and if the later is less than the total amount of work executed by the successful contractor at sanctioned rates, than the amount of difference between the two, shall be deducted before making final payment. In short, the work when executed shall not cost more to the corporation, If compared with the rates of the second lowest tenderer.

I/C Executive Engineer ,
Light & Energy Effi. Cell,
Surat Municipal Corporation.

SEAL & SIGNATURE OF THE TENDERER: -



ANNEXURE – B

- EMD & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD & tender fees are received for purpose of opening the bid. Accordingly, offer/ tenders of those tenderers whose EMD & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) within 7 days from the last date of submission of price bid. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E-tendering code for one year. All documents in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately.
- All documents must be coloured scanned to be seen as original. Scanning in black and white or grey shall not be acceptable.
- All the documents must be notarised with clearly displaying stamp, number and name of the notary.

"Following documents shall only be submitted in HARD COPY to Surat Municipal Corporation by all bidders."

- Earnest Money Deposit as mentioned in the tender.
- Tender Fees as mentioned in the tender.
- Affidavit on Non-Judicial Stamp Paper of Rs. 100/-

SEAL & SIGNATURE OF THE TENDERER:



ANNEXURE –I
CONTRACTOR'S PROFILE

| Sr.No | Description | | Filled by Contractor |
|-------|---|----|----------------------|
| 1 | Name of Tenderer / Contractor | :- | |
| 2 | The Applicant is a)an individual b)a proprietary firm c)a <i>firm</i> in partnership d)a Limited Company or Corporation | | |
| 3 | Attach the Organization Chart showing the structure of the organization including the name of the Directors & position of directors. | | |
| 4 | Name of contact person | :- | |
| | Address | :- | |
| | Contact No. | :- | |
| | Mobile No. | :- | |
| | E-mail address, if any. | :- | |
| | Address of Head Office. | :- | |
| | Address Main office in Gujarat. | :- | |
| | Office in Surat or nearest to Surat. | :- | |
| 5 | Are you a manufacturer/ authorized dealer/ sub dealer/ any other? (Please specify). | :- | |
| 6 | Give details about your service network | :- | |
| 7 | Minimum period for attending the call/ breakdown from the time of intimation. | :- | |
| 8 | Do you agree to all terms and conditions specified in the tender if no, please specify where and how you differ (attach separate sheet if necessary). | :- | Yes |
| 9 | Give details of technical personnel, list of tools/ tackles instruments possessed by you. | :- | |
| 10 | Completion period from the date of confirmed order. | :- | |



| Sr.No | Description | | Filled by Contractor |
|-------|---|------------------------|----------------------|
| 11 | Enumerate customer's list to whom such equipments are supplied, installed and commissioned by you and are in service at present (Attach separate sheet if necessary). | :- ⇒ ⇒ ⇒ ⇒ | |
| 12 | How maintenance/ services will be offered. Specify clearly (i.e. from Surat office or any elsewhere). | :- | |
| 13 | If order is splitted, will it affect your any of terms/ conditions, guarantee period, servicing, maintenance? Mention clearly. | :- | No |
| 14 | Testing will be carried out at manufacturer's works prior to dispatch of equipment as specified earlier. | :- | Yes |
| 15 | Rates are inclusive of all taxes.(transportation, watch & ward, GST ,construction cess etc. | :- | Yes |
| 16 | Portion or percentage of the work the tenderer proposes to sub-contract (if any) in case contract is awarded. | :- | |
| 17 | For how many years has the organization been in business under its present name & style? | :- | |
| 18 | Have you ever not completed work awarded to you? (if so give the name of project and reasons for not completing the work on separate page). | :- | |
| 19 | In which field of electrical Engineering do you claim specialization? | :- | |
| 20 | Details of your latest project completed. | :- | |

Note:

(iii) Attach separate sheet/ sheets if where ever required.

(iv) The Corporation will not issue any sales tax declaration form

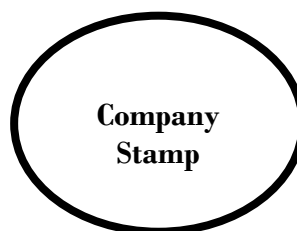
Signature of Authorized person :-

Name :-

Designation :-

Place :-

Date :-





ANNEXURE-II

Experience, Registration & Solvency

| | | |
|---|---|------------------|
| 1 | No. of years of experience: a) as a Prime Contractor (contractor shouldering major responsibility) i) in own country ii) other countries (specify country) | |
| 2 | For how many years has your organization been in business of similar works under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when? | |
| 3 | Have you ever left any work awarded to you incomplete? (If so, give name of work and reasons for not completing the work). | |
| 4 | Give details of your similar type of experience in implementing turnkey projects of electrical, mechanical work etc. | |
| 5 | Give details of similar type of ongoing works | |
| 6 | Name of Bankers with full address | |
| 7 | Amount of Solvency Certificates issued by Bankers (Attach attested copy of latest Solvency Certificate). | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE-III

Information Regarding Current Litigation, Debarring / Expelling of Bidder or Abandonment of Work by Bidder

| | | | |
|---|----|--|----------|
| 1 | a) | Has the Applicant or its constituent partners consistent history of litigation awarded against him. | Yes / No |
| | b) | If yes, give details | |
| 2 | a) | Has the Application or any of its constituent partners been debarred / expelled by any Agency in India, during the last 5 years as on the date of application, except on account of reasons other than non-performance, such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work. | Yes / No |
| | b) | If yes, give details | |
| 3 | a) | Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes, give details | |
| 4 | a) | Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 years | Yes / No |
| | b) | If yes, give details, including present status | |
| 5 | | Has the Applicant or any of its constituent partners been debarred by any State R & B Dept. for as on the date of application | Yes / No |

Note: If any information in this schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



e-TENDERNOTICE NO: ACE (Ele.)/Light & EEC/02/2019-20,Work no.01

ANNEXURE-IV

AFFIDAVIT

(To be given on Non-judicial stamp paper (100 Rs.) duly signed by authorized notary)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, corporation is entitled to take any civil & criminal punitive action against me / us.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid
3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify this statement or our competence and general reputation etc.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Surat Municipal Corporation.
5. The SMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Municipal Corporation to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm

Date



ANNEXURE-V

STATEMENT SHOWING ANNUAL AVERAGE TURN OVER OF LAST THREE YEARS

| No | Year | Annual Turnover (Rs.) | Proof | Remarks |
|----|------|-----------------------|-------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

- Bidder is requested to refer to qualification criteria attached.

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE-VI

**STATEMENT SHOWING THE SIMILAR WORKS COMPLETED IN THE LAST SEVEN YEARS &
THE SIMILAR WORKS ON HAND**

| No | Name of Department/ Client | Type of work & cap. | Estimated cost of work (In Rs.) | Tender amount (in Rs.) | Date of award of contract | Schedule Date of completion | Actual Date of completion | Actual amount of work completed (Rs.) | Percentage & Amount of Penalty (in % and Rs.) | Reasons for delay in completion of work | Remarks |
|----|----------------------------|---------------------|---------------------------------|------------------------|---------------------------|-----------------------------|---------------------------|---------------------------------------|---|---|---------|
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |

- Bidder is requested to refer to qualification criteria attached.
- Bidder shall give completion certificate from client.
- In absent of such completion certificate, experience shall not be considered for evaluation. If completion certificate covers “Similar work with other work” then bidders shall have to submit copies of final bill indicating similar work or certificate of amount indicating “Similar work” from relevant authority.

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: VII

GUARANTEED technical particulars

| Sr. No. | Parameters | (20W Max.LED Luminaire) | |
|----------------|--|--------------------------------|--|
| (i) | LED Rated Operating Current (mA) | | |
| (ii) | Total LEDs to be Used per Luminaire | | |
| (iii) | Initial Output of System (including all losses) Lumen | | |
| (iv) | Correlated Colour Temperature | Min(° K) Max(° K) | |
| (v) | Colour Rendering Index (min.) | | |
| (vi) | Total Power input of Luminaire (Including Driver Loss) | | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: VIII

General Data/ Details of Luminaire

| Sr. No. | Description | Data/ Detail |
|---------|--|-------------------------|
| | | (20W Max.LED Luminaire) |
| 1. | Luminaire manufacturer | |
| 2. | Luminaire model name | |
| 3. | Rated Input of LED luminaire | |
| 4. | Initial lumen output | |
| 5. | Lumen output (as per LM79 report, mentioning current in mA) | |
| 6. | Lumen depreciation (L70 mentioning temperature in ° C and current in mA) | |
| 7. | Correlated colour temperature (CCT) | |
| 8. | Colour rendering index (CRI) | |
| 9. | Material of Construction: - Luminaire Heat Sink Diffuser/ Lens | |
| 10. | Dimension | |
| 11. | Weight | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: IX

| Sr. No. | Description | Data/ Detail |
|---------|---|-------------------------|
| | | (20W Max.LED Luminaire) |
| 1. | Voltage range or rating on single phase AC | |
| 2. | Ampere range or rating | |
| 3. | Frequency range | |
| 4. | Power factor | |
| 5. | Total harmonic distortion | |
| 6. | Working humidity | |
| 7. | Working temperature | |
| 8. | Conformity with IP-20 Fixtures rating for indoor luminaires | |
| 9. | Electrical connector | |
| 10. | Surge Voltage Level in kV | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: X

| Sr. No. | Description | Data/ Detail |
|------------|---|-------------------------|
| | | (20W Max.LED Luminaire) |
| 1. | Name of the LED chip manufacturer | |
| 2. | LED chip model name and number | |
| 3. | LM 80 report from the LED chip manufacturer on the lumen depreciation characteristics of the specific LED chip employed in the proposed luminaire product | |
| 4. | Junction temperature (° C) | |
| 5. | LED Life | |
| 6. | Information on drivers employed in the proposed luminaire. | |
| | i. Name of the manufacturer | |
| | ii. Model name and number | |
| | iii. Driver Current (mA) | |
| | iv. LED Driver shall Cut off at 310V +/- 10V | |
| | v. Expected lifetime of the LED driver used in the proposed luminaire | |
| | vi. Estimated cost of driver replacement by your company, including component and installation cost | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: XI

Photometric Test Results/ Details

| Sr. No. | Description | Data/ Detail |
|------------|---|-------------------------|
| | | (20W Max.LED Luminaire) |
| (a) | Photometric modelling results, within a LM79 report, from an independent accredited laboratory showing generic candlepower traces and iso foot candle plots for the proposed luminaire product. | |
| (b) | Photometric information, data and diagrams that model the luminance flux distribution of the proposed luminaire referencing the site characteristics. The Bidder should consider the following during the modelling exercise. | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ACE (Ele.)/Light & EEC/02/2019-20, Work no.01

ANNEXURE: XII

Data sheet

| Sr. No. | Parameter | Value/Detail as per Tender Specification | Value/Detail offered by LED Manufacturer |
|----------------|---|---|---|
| (1) | Rated Supply Voltage | 230/240 V ~, 50 Hz | |
| (2) | Input supply voltage range | 140-270 V | |
| (3) | I/P power(max.) tolerance +10% | 20 watt | |
| (4) | Expected Input Frequency | 50 Hz +/-allowable tolerance | |
| (5) | Working Temperature | +5° to +50° C | |
| (6) | Working Humidity | 10% to 90% RH | |
| (7) | Usage hours | Dusk to dawn | |
| (8) | Power Factor | ≥0.90 | |
| (9) | Index of Protection Level | Minimum IP 20 as per relevant IEC. | |
| (10) | luminaire efficacy (LED Manufacturer shall submit the proof) | ≥ 100 lm/ W | |
| (11) | LED chip efficacy (LED Manufacturer shall submit the proof) | ≥ 140 lm/ W | |
| (12) | Junction Temperature (LED Manufacturer shall submit the proof) | < 85° C | |
| | Driver Efficiency (Luminaire Manufacturer shall submit the proof) | 85% (min.) | |
| (13) | Rated Life @ L70 (As per LM 80/IS 16105-2012) | 50,000 burning hours at 35° C ambient temperature | |
| (14) | Nominal Correlated Colour Temperature | 5500 °K to 6500 ° K | |
| (15) | Dispersion Angle | Minimum 120° | |
| (16) | Tilting angle | Adjustable / Fixed | |
| (17) | Maintenance factor of luminaire | 0.85 | |
| (18) | Colour Rendering Index | ≥65 | |
| (19) | Total Harmonic Distortion | <15 % (EMI/EMC Certification) | |
| (20) | LED Chip MAKE | Cree/Osram/ Nichia/ Philips Lumileds | |
| (21) | Minimum Initial lumen out put | 2000 | |

SEAL & SIGNATURE OF TENDERER

SEAL & SIGNATURE OF LUMINAIRE
MANUFACTURER



ANNEXURE: XIII

**M.O.U. FORMATE IN CASE OF BIDDER IS MANUFACTURERE / AUTHORISED
DISTRIBUTOER / DEALER**

(To be given on Non-judicial stamp paper (100 Rs.))

Name of Work : SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

It is to be noted that our firm named is Manufacture /
Authorized distributors / Dealer of the LED Luminaries of Make.

We are quoting the tender for the work of "SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buyback of existing tube light fittings."

As being a Manufacturer / Authorized distributors / Dealer, we assure that Installation, testing and commissioning work of the LED luminaries will be carried out by the License Electrical Contractor Name ;

We assure that the agency will carried out all the activities of Installation, testing and commissioning work as per tender terms and conditions with all safety and electrical rules and regulations.

SEAL & SIGNATURE OF LICENSE ELECTRICAL
CONTRACTOR

SEAL & SIGNATURE OF TENDERER



ANNEXURE: XIV

M.O.U. FORMATE IN CASE OF CONTRACTOR
(To be given on Non-judicial stamp paper (100 Rs.))

Name of Work : SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

It is to be noted that our firm named as an Electrical Licence Contractor.

We are quoting the tender for the work of "SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buyback of existing tube light fittings."

As being an Electrical Licence Contractor, we assure that Supply of the LED luminaries will be carried out by the Manufacturer / Authorized distributors / Dealer Name ;

We assure that the agency will Supply of the LED luminaries as per tender terms and conditions with all safety and electrical rules and regulations.

SEAL & SIGNATURE OF Manufacturer /
Authorized distributors / Dealer

SEAL & SIGNATURE OF TENDERER



MEMORANDUM

Notice:- The Tender will be received up to 5.00 p.m. on **17/09/2019 to 27/09/2019** by R.P.A.D/SPEED POST only and will be opened on next working day if possible in presence of those tenderer who those to remain present on the occasion.

| Sr. No. | Particulars | : | Value/ Description |
|---------|---|---|--|
| 1. | General Description of works | : | Name of Work: - SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings. |
| 2. | Estimated Cost | : | Rs.07.00 Lakh |
| 3. | Earnest Money Deposited | : | Rs.07,000.00 |
| 4. | Tender fee | : | Rs.1,008.00 |
| 5. | Required registration class | : | Manufacturers / authorized distributor / dealer / Supplier |
| 6. | Pre bid meeting (Online only) | : | N.A |
| 7. | Last Date of online submission of Price bid | : | 17/09/2019 up to 18:00 hours |
| 8. | Submission of Technical Bid Papers, Tender Fee, EMD and other documents etc. In hard copy to Chief Accountant, SMC, Muglisara, Surat. | : | From 17/09/2019 @ 11:00 AM to 27/09/2019 @ 05:00 PM by Registered post or Speed Post only. |
| 9. | Security deposit | : | 2% of Tender amount at ordering stage. |
| 10. | Retention Money | : | Seven percent (7%) amount of total work done shall be Retained from each running bill as retention money and this Seven percent (7%) will be released in final bill on the completion of third year of defect liability period in the final bill. Final bill will be prepared after the completion of extended warranty period. |
| 11. | Time Allowed for the Completion of contract from date fixed in written order to commence | : | 1 Months |
| 12. | Compensation for delayed work | : | 0.2% (Zero-point Two Percent) of the tender value of unexecuted work per day of delay subject to maximum 10% of contract value. |
| 13. | Percentage to be retained from running account Bill | : | As per Payment condition |
| 14. | Defect Liability Period | : | 03 Years from the actual date of work completion. |

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER



SURAT MUNICIPAL CORPORATION

LIGHT & ENERGY EFFICIENCY CELL

YEAR- 2019 – 2020

PRICE-SCHEDULE

E-Tender (Online) Notice No: ACE (Ele.)/Light & EEC/02/2019-20, Work No.01

NAME OF WORK: - SITC of LED indoor luminaries at various utilities / offices of Surat Municipal Corporation including dismantling and buy back of existing tube light fittings.

Schedule: A (Supply, Erection, Testing & Commissioning)

| Sr. no. | Items | Unit | Qty. | Supply Rate In Rs./Unit | E.T.C. Rate In Rs./unit | Total |
|----------|--|------|------|----------------------------|-------------------------------|-------|
| 1 | 20 W (Max.) LED indoor luminaries (120 CM long) at various utilities / offices of Surat Municipal Corporation including dismantling of existing tube light fittings. | Nos. | 1000 | | | |
| A | Total Amount in words | | | | | |

Schedule: B (Buyback)

| Sr. no. | Items | Unit | Qty. | Rate In Rs./unit | Total |
|----------|-----------------------------------|------|------|---------------------|-------|
| 1 | Buy back of Existing Tube lights. | Nos. | 1000 | | |
| B | Total Amount in words | | | | |

| | |
|--|--|
| Total Cost (schedule A - schedule B)(in Rupees) | |
|--|--|

NOTE -

- 1 Rates quoted are inclusive of all taxes, GST, levies, work contract tax, packing/ forwarding transportation, freight, watch & ward, insurance etc.
- 2 The payment shall be made considering the actual measurement of each item executed multiplying the rate per unit offered against each of them.
- 3 The Contractor is bound to carry out the work for any item/items mentioned above.



- 4 The Competent authority of the corporation reserves the right of reducing the scope of work by deleting any of the above items.
- 5 Difference of cost mentioned in schedule A and schedule B shall be consider for finalisations of tender. Separate cost of schedule A and schedule B shall not be consider for deciding individual lowest.
- 6 The detailed specifications for each item shall remain same as specified in the tender documents (Technical Bid)
- 7 For B :- Rate must be quoted considering dismantling work and Buy Back work inclusive of all taxes, GST, levies, work contract tax, packing/ forwarding, transportation, freight, watch & ward, insurance etc. Visit the site before quoting these rates. Approx. quantity is mentioned in the tender. Quantity may be very as per site condition. Separate work order shall be issued and SMC will issue bill with GST for this portion. Amount shall be deposited in SMC account by the bidder as per quantity mentioned in the work order. Buy back Material shall be handed over to Contractor after necessary payment made by contractor to SMC.
- 8 To and fro charges of material from site to SMC approved weighing machine is in contractor's cope.
- 9 Dismantling work will be done in so manner that illumination / lighting of existing street light system will not be affected.

I/C Executive Engineer
Light & Energy Effi. Cell
Surat Municipal Corporation

SEAL & SIGNATURE OF THE BIDDER