TENDER NOTICE

Tender No. 76

Tender is invited for the Civil work at AMC Dental College & Hospital of AMC Medical Education Trust, Ahmedabad.

Department Name	AMC MEDICAL EDUCATION TRUST	
Circle/Division	AMC DENTAL COLLEGE & HOSPITAL	
IFB No / Tender Notice No.	Tender No.76 / e-Tender Notice No. 76 / 2019-20 (AMC MET)	
Name of Project	PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.	
Name of Work	PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.	
Estimated Contract Value (INR)	Rs. 21,26,628.20	
Period Of Completion(in Months)	4 Months	
Bidding Type	Open	
Bid Call (Nos)	2	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee(INR)	
Joint Venture	Not Applicable	
Rebate	Not Applicable	

Eligible bidder, if interested may download the <u>two-bid tender document</u> from website: <u>www.nprocure.com</u> and <u>www.amcdentalcollege.edu.in</u>.

Dean, AMC Dental College & Hospital, Opp. Anupam Cinema, Khokhara, Ahmedabad - 380008. Ph. (079) 22934301, 22932501 Fax. (079) 2293 1249, E-mail: deandental@ahmedabadcity.gov.in

Chairman, AMC-MET reserves the right to reject any or all tenders without assigning any reason

AMC Medical Education Trust

N.B. - Tender Conditions & Specifications Must Be Attached Along with The Tender.



AMC MEDICAL EDUCATION TRUST

AMC DENTAL COLLEGE & HOSPITAL



TENDER NO: - 76

TENDER DOCUMENT

Volume -I General Conditions & Technical Specification Volume -II Price Bid

Dean, AMC Dental College & Hospital, Opp. Anupam Cinema, Khokhara, Ahmedabad - 380008.



AMC MEDICAL EDUCATION TRUST

AMC DENTAL COLLEGE & HOSPITAL



TENDER NO: - 76

TENDER DOCUMENT

Volume -1 General Conditions & Technical Specifications

Dean, AMC Dental College & Hospital, Opp. Anupam Cinema, Khokhara, Ahmedabad - 380008.



AMC MEDICAL EDUCATION TRUST

AMC DENTAL COLLEGE & HOSPITAL

TENDER DOCUMENTS CONTENTS

Volume -1

General Conditions & Technical Specification

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(A)	Instructions To Bidders (ITB)	
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10	Information / Details to be submitted by the Tenderers	
11	Tender form B-1	
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DOWNLOADING OF TENDER THE WEBSITE :- As per Notice Inviting Tender. www.nprocure.com and www.amcdentalcollege.edu.in.

LAST DATE OF ONLINE SUBMISSION OF :- As per Notice Inviting Tender. PRICE BID OF TENDER

LAST DATE OF PHYSICAL SUBMISSION :- As per Notice Inviting Tender. Of Relevant Tender Document along with fees (Encloses as asked)

OPENING OF TECHNICAL BID OF TENDER: As per Notice Inviting Tender.



1. NOTICE INVITING TENDER (NIT)



AMC Dental College & Hospital

(AMC Medical Education Trust) Bhalakiya Mill Compound, Khokhra- 380008 Ph.: 079 22934301, 22932501



E-Tender Notice

Tender No. 76 /2019-20 for PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.

Bid Document Downloading Start Date (Online)	Date: 17.01.2020	
Bid Document Submission Last Date (Online)	Date : 06.02.2020, Time : UP TO 02:00 p.m.	
Last date of physical submission (Technical Bid Only)	Date : 06.02.2020, Time : UP TO 05:00 p.m.	
Tender Detail and Tender available on	http://www.nprocure.com http://www.amcdentalcollege.edu.in	

2. MEMORANDUM OF WORK

1	Name of work	PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.		
2	Time Limit	4 (Four) MONTHS		
3	Tender Validity Period	180 Days		
4	Eligibility Criteria	1) Contractor registered. in "E1 Class" working with A.M.C or registered in "E1 Class with the Government of Gujarat, Other State Governments, Semi Government bodies, Central P.W.D. Tenderer who was not registered in AMC must be get registered in panel of approved AMC contractor.		
5	Estimated Cost put to tender	Rs. 21,26,628.20		
6	Tender fees	Rs. 1062.00 (18% GST Included) Demand Draft in favor of		
	(Non refundable)	"AMC Medical Education Trust, Ahmedabad"		
7	Earnest Money Deposit	Rs. 63,799.00 (Demand Draft or pay order or Bank Guarantee in favor of "AMC Medical Education Trust, Ahmedabad") To be submitted as prescribed in 8.0 below. Demand Draft or Bank Guarantee shall be from Nationalized Bank / Scheduled Bank and valid for 180 days.(As per AMC finance dept. circular No-12 Dt.25/11/2019 & attached ANNEXURE - 1		
8	Submission of EMD and Tender Fees	In separate sealed cover each for EMD and Tender Fees along with Tender as described in the invitation of tender and submitted to Administrative Office, AMC Dental college & Hospital, Bhalakia mill compound, khokhara, Ahmedabad.		
9	Security Deposit	5 % of the Tender Amount in form of Bank Guarantee / Demand Draft / Local MICR Cheque.		
10	Mode of sending the Tender Documents	Price bid should be submitted by e-tender only and Technical bid should be submitted physically also in sealed envelope systems By RPAD/Speed post/ Hand Delivery in sealed covers in Duplicate (One Original & One Duplicate) duly sign & seal by contractor		

Conditional tenders will not be accepted. Chairman of AMC Medical Education Trust reserves the rights to reject any or all the tenders without assigning any reasons thereof.

Finance dept. circular No - 12 Dt. 25/11/2019

ANNEXURE-I

- (A) Guarantee issued by following banks will be accepted as SD/EMD on permanent basis. All nationalized Banks
- (B) Guarantee issued by following banks will be accepted as SD/EMD for the period up to March 31,2020.
 - 1. Commercial Banks:-
 - 1. Axis Bank
 - 2. DCB Bank
 - 3. HDFC Bank
 - 4. ICICI Bank
 - 5. Induslnd Bank
 - 6. Kotak Mahindra Bank
 - 7. RBL Bank
 - 2. Co-operative and Rural Banks Of Gujarat:-
 - 1. Baroda Gujarat Gramin Bank
 - 2. Nutan nagrik Sahakari Bank Ltd
 - 3. Rajkot Nagarik Sahakari Bank Ltd
 - 4. Saurashtra Gramin Bank
 - 5. The Ahmedabad Mercantile Co-Operative Bank Ltd
 - 6. The Kalupur Commerical Co-operative Bank Ltd
 - 7. The Mehsana Urban Co-operative Bank Ltd
 - 8. The Surat District Co-Operative Bank Ltd

Special Note: The issuing branch of all bank guarantees shall of Ahmedabad City Only.



3. INFORMATION TO TENDERER

Name of Work: PROVIDING AND LAYING CHINA MOSAIC FLOORING AND

NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL

BUILDING OF AMC DENTAL COLLEGE.

1. Estimated cost put up to

tender

: Rs. 2126628.20

2. Earnest Money Deposit : Rs. 63,799.00 to be submitted in the form of

D.D. in favour of AMC Medical Education Trust.

Ahmedabad.

3 (A) Security Deposit : Total 5% of tender amount.

> Contractor shall submit 5% S.D. in the form of Nationalized Bank/Scheduled Bank Demand Draft

(As Per Annexure 1)

4. Mode of sending the tenders in duplicate. In sealed cover

by R PAD/ Speed post / courier or hand delivery only. : As mentioned in MEMORADUM OF WORK

5. Tender validity period : 180 Days.

6. Time of completion : 04 Months. (Work shall be taken up on hand

immediately after the date of issue of work

order)

7. Performance guarantee : 5.00 % of Tender Amount in form of Bank

Guarantee of Nationalized Bank or Scheduled

Banks (As Per Annexure 1)

: 5.00 % Retention money will be recovered from **8 Retention Money**

each running bill. And will be released at the time of

final bill.

9 Defect liability period : 12 months after Completion of the work.

10. Compensation for delay : As per AMC Circulars

11. Last date of receipt of tender : As mentioned in tender notice.

by RPAD /speed post

12. Place of receiving Tender

Copies

: As mentioned in MEMORADUM OF WORK

- **13. Water, Electricity:** Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expense delivery only.
- 14. Tenders which do not full fill all or any of condition or are submitted incomplete in any respect will be rejected. Municipal Commissioner reserves the rights to reduce the scope of work and contract without assigning any reason thereof.
- 15. No advance such as machinery advance, mobilization advance or materials advance will be given.
- **16.** Conditional tenders will not be accepted.
- 17. In case of any dispute or clarification in specification of any tender items the decision of Dean (AMC Dental College & Hospital) shall be final.
- 18. PRICE VARIATION FOR: No Price Escalation Shall be Given For Any Item.

4. NOTE FOR CONTRACTORS.

- 1. Tenders once offered shall not be withdrawn except with the permission of Chairman of AMC MET.
- 2. Tender once accepted shall be binding upon the contractor even if the formal agreement is not signed.
- 3. Quantities of items in BOQ (Bill of Quantities) may vary in case of necessity arises.
- 4. Unless otherwise stated all measurements shall be taken in accordance with the "Bureau of Indian standards" method of measurements of building and civil Engineering IS 1800.
- 5. The location of the site proposed for this work may change. Any claim shall not be entertained by AMC Dental College & Hospital in this regard
- 6. All duties chargeable by the Municipal Corporation / State Govt. will be payable by the contractor.
- 7. The rate shall be inclusive of GST / VAT / Service tax or any other taxes, duties, cess or leavy etc. Payable by the contractor for which no extra payment shall be made and no claim in this context shall be entertained.
- 8. The percentage above or below shall be filled in ink in figure and words. The final total shall be written in figure & word.
- 9. Contractor is requested to see the site physically before tendering. He is also requested to quote the rates keeping in view the points mentioned in relevant pages of tender documents.
- 10. The contractor shall have to submit the tenders in duplicate i.e. two sets- One original and One duplicate.
- 11. All information / details to be submitted in the given Performa supported by the valid certificated & attested duly signed. (Please refer Information's Details to be submitted by the tenderers in the Performa mentioned under *STATEMENT NO 1 TO 4*)



5. CONDITION FOR WATER SUPPLY & ELECTRIC SUPPLY

Water Supply:

The contractor shall arrange at his own cost, a suitable supply of piped wholesome water for the construction of the works and provide a satisfactory supply of potable water for drinking., washing, sanitation and cleaning down, The contractor will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenance and ultimate removal of any distribution system around the site. If supply by AMC Dental College & Hospital then same will be charged as per Norms of AMC Dental College & Hospital.

Electricity:

Electric supply shall be made available at the site by Contractor. Contractor must make his own arrangements with Electricity Supply Authorities and with other contractors to connect to and take a supply from such services, paying all costs in Connection therewith. Necessary Documents for getting Electric supply/connection will be arranged by AMC Dental College & Hospital Authority. The Contractor shall be entitled to use such supply. Electricity as may be available on the site for purpose of the work and shall pay such charges as is fixed by the appropriate supply Authorities.

In case if there is any delay in supply of power site of any interruption or fault in the power during the work. No compensation shall be paid for idle labor staff, machineries and for use of diesel operating sets etc. as the case may be.

6. TENDER DECLARATION FORM

To DEAN,

AMC DENTAL COLLEGE & HOSPITAL.

Project:

PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEG AHMEDABAD.

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents of above mentioned project comprising of Notice Inviting tenders, Articles of Agreement, Scope of work, Definition of terms, notes Instructions/Information to Tenderer, Condition of Contract, special condition of contract, Appendices, Specifications, Schedule of quantities and tendered drawings furnished by AMC Dental College & Hospital. I/We have satisfied myself/ourselves as to the location of site, examined drawings. I/We have visited site & fully acquainted with local situations regarding materials, labours & others factors pertaining to work before submitting tenders.

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

In the event of this tender being accepted I/We agree to enter into an agreement and when required and execute the contract, according to your fom1 of agreement as or in default where of I/we bind myself/ourselves to forfeit the "Earnest Money Deposit."

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

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

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

I/We understand that you are not bound to accept the lowest or any tender, which you may receive.



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

I/We agree to pay the Government income-Tax, VAT, Sales-Tax (Central and State) Sales Tax, GST on work consult, Labor Cess and other taxes prevailing from time to time on such items on which the same are leviable and the rates quoted by me/us are inclusive of the same.

7. <u>Invitation for Bid (IFB)</u>

1. The AMC Dental College & Hospital, (hereinafter called "the Employer") invites sealed Tender document from reputed and qualified bidders for the construction of Works detailed in the Table below:-

Sr. No.	Name of Works	Approximate value of works (Rs.)	Earnest Money Deposit (Rs.)	Completion Period
1	PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.	Rs. 21,26,628.20	Rs. 63,799.00	04 Months

- 2. Interested bidders shall download the tender documents from website www.nprocure.com, www.amcdentalcollege.edu.in
- 3. Tender (a complete set of bidding document) fee shall be Rs. 1062 (18% GST Included) in the form of Demand Draft / Pay Order from any Nationalised Bank in favor of "AMC Medical Education Trust, Ahmedabad", payable at AHMEDABAD, which shall be non refundable. The Details of Tender fees shall be submit with scan copy at the time of Quoting price bid of the tender and Physically to be submitted along with technical bid Vol.-1 with other enclosure.
- **4.** All bids must be accompanied by Earnest Money Deposit of the amount specified for the Works in the above Table payable at AHMEDABAD and drawn in favor of "AMC Medical Education Trust, Ahmedabad", payable at AHMEDABAD,. Earnest Money Deposit will have to be specified in Clause 2 of Financial Condition.
- 5. Physical submission must be delivered to Administrative Office, AMC Dental college & Hospital, Bhalakia mill compound, Khokhara, Ahmedabad, up to As per NIT.
- 6. The Bids will be opened As per NIT,

8. TERMS & CONDITIONS

- (${\bf A}$) INSTRUCTIONS TO BIDDERS (ITB)
- (B) GENERAL TERMS & CONDITIONS
- (\boldsymbol{C}) FINANCIAL TERMS & CONDITIONS

TERMS & CONDITION

(A) INSTRUCTIONS TO BIDDERS (ITB)

1. Procedure for Submission of Tender

- a) The Bidder should quote the price bid in **E. tender** form before schedule time along with soft copy of Tender Document Vol. 1, scan copy of tender fee & EMD (Draft /DD) or details asked and all other enclosures as asked in tender.
- **b)** The bidder shall submit the Tender document physically in schedule time by RPAD/ Speed Post/ Hand Delivery in duplicate. This envelope shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:-
 - Tender Document Vol. 1
 - > Tender fee
 - **►** EMD
 - Registration certificate of class
 - Power of Attorney
 - Personal Details
 - Enclosures as asked in tender(Statement 1 to 4)
- c) The envelope shall be addressed to the Employer at the following address:

Administrative Office,

AMC Dental college & Hospital, Bhalakia mill compound, khokhara, Ahmedabad.

- **d**) N.A.
- e) Indicate the name and address of the bidder. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- **f**) All information has to be typed or hand written legibly. All pages of the Bid have to be initialed by the bidder.
- g) ALL INFORMATION HAS TO BE SUBMITTED IN THE PRESCRIBED FORMAT ONLY. Projects for which incomplete information has been provided will not be considered for evaluation. The Bidder may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm) except Form of Bids.

2. Assessment of Submission

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

3. Evaluation and Comparison of Tender volume

The Employer will evaluate and compare only those Tender volumes which are determined to be substantially responsive in accordance with Clause 2 and qualified for award of Contract in accordance with Clause 5 (General Terms and Condition).

4. Procedure for Tender Online Opening

Received copies of tender in physical form with in schedule time, will be open on schedule date and time online only. After technical scrutiny, Price bids of Technically Qualified parties will be opened online through N-procurement website.

5. Award

The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3(General Terms and Condition); and (ii) qualified in accordance with the provisions of Clause 5(General Terms and Condition).



6. Notification of Award

- 6.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable/fax and confirmed by registered letter that his bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract.
- 6.2 The notification of award will constitute the formation of the Contract.
- **7.** As per City Engineer Circular (WRM) no. 6 2011/12 DT: 24/06/2011. A successful Bidder has to deposit security deposit / Bank Guarantee with in 15 days after receiving letter of Acceptance. Time limit of work will commence from the date of issue of work order.

8. Clarification of Bids

- 8.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for authentication the correctness of the information/details furnished by him in his bid. Such request by the Employer and the response by bidder shall be in writing or by cable/fax.
- 8.2 Subject to above clause, no bidders shall contact the Employer on any matter relating to his bid from the time of bid opening to the time contract is awarded.
- 8.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

9. Process to be Confidential

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

10. Site Visit

- 10.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 10.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

TERMS & CONDITION

(B) GENERAL TERMS & CONDITIONS

1. Scope of Bid

- 1.1 The AMC Dental College & Hospital hereinafter called "the Employer" invites Tender document for the construction of works (as defined in these documents, hereinafter referred to as "the Works") detailed in the table given in the IFB.
- 1.2 The Works consist of: PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.
- 1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described below:

1.3.1 CIVIL Works

A) Any other item of work as may be required to be carried out for completing the desired civil works in all respects in accordance with the provisions of the Contract.

2. Source of Funds

2.1 The expenditure on these Works will be met by AMC Dental College & Hospital run by Ahmedabad Municipal Corporation Medical Education Trust

3. Eligible Bidders

- 3.1 This invitation for bids is open to bidders who has necessary bid capacity and who meet the following requirements:
 - A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practice.
 - > (1) Contractor registered. in "E1 class" working with A.M.C or registered in "E1 class with the Government of Gujarat, other State Governments, semi Government bodies, Central P.W.D. Tenderer who was not registred in AMC must be get registred in panel of approved AMC contractor.

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

4. Eligible Material, Equipment and Services

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

5. Qualification of the Bidder

To be qualified for award of Contract, bidders shall:

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

FORM 1

General information

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

1 Name of firm:
2 Head office address:
3 Local office address (if any):
4 Telephone/ Contact:
5 E-mail address:
6 Place of incorporation/registration:
7 Year of incorporation/registration:

- Additional information regarding litigation, debarment, arbitration, etc.
- > Affidavit.

5.3 Disqualification

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

- a) Misleading or false representation in the forms, statements and attachments submitted and included in document.
- b) Record of poor performance such as abandoning the work, rescinding of contract for Which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- c) Has been identified by the Employer as poor performer in implementation of ongoing AMC works.
- d) Black listed by Govt/Semi Govt. Institute

5.4 Debarment/Black listing

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

6. One Bid per Bidder

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

7. Bidding Documents

The bidder is expected to examine carefully the contents of all the above bid documents. Failures to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clause 16, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

8. Language of Bid

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



9. Bid Prices

- 9.1. Unless stated otherwise in the bidding documents, the Contract shall be for the whole works as described in bidding documents, based on the percentage rate amount in the Bill of Quantities submitted online by the bidder.
- 9.2. The bidder shall fill (<u>in e-tender</u>) in percentage rate above or below and total amount (both in figures and words) for overall items of the Works provided in the Bill of Quantities (Bids to be submitted ONLINE only)

10. Bid Validity

- 10.1 Bids shall remain valid as per Instruction to Bidders (ITB) after that deadline date for bid submission specified in Clause. The Employer as non-responsive shall reject a bid valid for a shorter period.
- 10.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 2 (Financial Terms & Conditions) in all respects.

11. Format and Signing of Bid

- 11.1 The bidder shall prepare two copies of the documents comprising the bid as described in Instructions to Bidders.
- 11.2 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.
- 11.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial all such corrections.
- 11.4 All witnesses and sureties shall be persons of status and probity and their full names, Occupations and addresses shall be printed below their signatures.

12. Deadline for Submission of Bids

Bids must be received by the Employer at the address specified above not later than the time and date specified in the IFB.



13. Late Bids

Any bid received by the Employer after the deadline for submission of bids will be returned unopened to the bidder.

14. Signing of Agreement

At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer will direct him to submit the Performance Security and attend the Employer's office on a date determined by the Employer for signing the Form of Agreement.

- **15.** The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule.
- **16.** The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the bidder and to allow proper evaluation, will rest entirely on the Bidder.
- **17.** All clauses shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.

18. Legal Condition:-

• Corrupt or Fraudulent Practices

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 AMC Dental College & Hospital if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- * "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- * "fraudulent practice" means a misrepresentation of facts in order to influence a Procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- Chairman of AMC Medical Education Trust reserves the rights to reduce/increase the scope of work and contract without assigning any reason thereof.



- If AMC Dental College & Hospital is convinced that the Bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said Bidder will be liable for disqualification / rejection at any stage.
- Proof for fulfillment of eligibility criteria should be submitted along with Tender volume. If the Tender volume is submitted without valid documents and without proof of eligibility criteria it will be rejected.
- Those who do not meet with the eligibility criteria need not submit the Tender document.
- Tenders, which do not fulfill all or any of condition or are submitted incomplete in any respect or are conditional tenders, will be rejected.
- Contractor shall be responsible to obey all Labour Laws, Environmental and Safety Laws.(the existing laws as well as framed from time to time). Any penalties laid due to violation of such laws shall be directly deducted from the contractor's outstanding.

19. Administrative Conditions:-

• Safety and Signage

Contractor has to arrange for the complete safety of the persons working for project, users of the surrounding area i.e. public and vehicles also. All the arrangements of safety equipment, first-aid treatment, mandatory signage regarding work & traffic as per requirement to be arranged at site.

Necessary dropping, shoring and under pinning shall be provided for the safety of the adjoining work or property, which is to be left intact, before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damages is caused to the adjoining property.

• Liaison with local authority for electrical connections for the AMC Dental College & Hospital

The contractor is responsible for liaison with local authority for change in supply connection or new connection on behalf of AMC Dental College & Hospital. It includes filling the necessary application to power Supply Company, follow up and getting the supply, filling the necessary test reports to the power supply company. All official fees including security deposits and other expenses shall be of initially paid by the contractor.

• Contractor shall not sub let the work without permission of the authority.



TERMS & CONDITION

(C) FINANCIAL CONDITION

1. Cost and Currencies of Bidding

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

Currencies of Bid and Payment

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

2. Earnest Money Deposit :-

- 2.1 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 180 days.
- 2.2 The EMD of the unsuccessful bidders, except for L1, L2 and L3 bidders, will be returned as promptly as possible as but not later than 28 days after the expiration of the period of bid validity.
- 2.3 The EMD of the successful bidder, along with second and third lowest tenders, will be returned when the bidder has furnished the required performance security and signed the agreement.

2.4 Earnest Money Deposit may be forfeited

- a) if the bidder withdraws his bid during the period of bid validity;
- b) in the case of a successful bidder, if the bidder fails within the specified time limit to
 - i) furnish the required Performance Security or
 - ii) sign the Agreement.

3. (A) Security Deposit :-

Within 15 (Fifteen) days of the date of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer, a Initial Security Deposit in the form of a Bank Guarantee for an amount equivalent to 5% of the Contract Price.

The Security Deposit to be provided by the successful bidder in the form of a bank guarantee as per format shall be issued from any Nationalized or RBI approved foreign bank acceptable to Employer.

(B) **Performance Bond**: **5% of Sanctioned Tender Amount** in form of Bank Guarantee at the time of final bill. THE CONTRACTOR SHALL SUBMIT THE PERFORMANCE BOND IN THE REQUIRED FORMAT AS DIRECTED BY AMC Dental College & Hospital.



(C) **Defect liability period:** 12 month for all work to be carried out by the contractor excluding any breakage or other repairing /extension work which is not cause due to bad workmanship or basic civil work done by agency. The period will commence from the date of virtual completion of the site or as recorded in measurement book for a particular running / Final Bill which is later. In any case AMC authority has right to en-cash the performance bank guarantee without any intimation to contractor, which was submitted against service to be provided by contractor during the defect liability period for unsatisfying response from contractor whenever asked during this period.

(D) Retention:-

- a). Retention @ 5% of the value of work done will be deducted from each RA bill. It will be released along with release of payment of Final Bill.
- **4. Approved Bank: -** As per AMC finance dept. circular No-12 Dt.25/11/2019 & attached ANNEXURE 1
- **5.** Mobilization advance will not be given.
- **6.** Quantities in B.O.Q. may vary up to any extent and contractor shall not claim any extra rate for the same.
- 7. Penalty: As per AMC Circulars.

8. Tax, Duties on Materials

All charge on account of GST, Octroi ,excise duties, terminal tax, sales tax. Service tax, VAT etc. on material procurement or any other component for the works from any source shall be borne by the contractors.

All duties, taxes, GST and other levies payable by the Contractor under the Contract, or for any other cause as of the date 28 days prior to the deadline for submission of the bids, shall be included in the rates and prices and the total bid price submitted by the bidder and the evaluation and comparison of bids by the Employer shall be made accordingly.

9 Price Escalation:-

NO PRICE ESCALATION SHALL BE GIVEN FOR ANY ITEM.

10. If the contractor fails to execute the said works within prescribed time limit, the said work will be carried out at the risk and cost by other contractors with 15 % supervision charges as may be decided by the Chairman, AMC MET.



- 11. Water, Electricity Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expense.
- **12**. As per St. Committee's resolution 0.5% testing charges shall be deducted from each R.A. Bill and the amount of actual Testing charges shall be adjusted in the final bill.

Special Clause:

As per construction works welfare cess Act - 1996 non-refundable one percent of tender amount shall be deducted against works welfare cess.

AMC DENTAL COLLEGE & HOSPITAL

Special Conditions of Contract

1. Special Conditions of Contract

- I. No claim for, time extension shall be entertained for the part possession of the site for execution.
- II. Bidder should carry out the work in stipulated time limit as per tender specification. Bidder should planned to use ready mix concrete of approved design for speedy work. No claim for any extra rate for use of ready mix concrete or any other latest technology for any item at any day or night time will be eligible. Bidder should quote the rate accordingly.
- III. No claim shall be entertained if the items stipulated in the tender shall not be executed as per site condition/ requirements.
- IV. No idle charges shall be paid to contractor if any machinery and man power remain idle and no claim shall be entertained for the same.
- V. Chairman of AMC Medical Education Trust reserves the rights to reduce / increase the scope of work up to any extent without assigning reason thereof and the contractor has to execute the BOQ items at his tender rate.
- VI. If any underground utilities (Water pipeline, drainage, electric, telephone, communication, etc.), Gas line foul during execution contractor shall start work at other available work front until such utilities / Gas line are shifted. If needed such services has to shifted by contractor, AMC Dental College & Hospital will pay the rates as per prevailing SOR/ approved rates or other non-schedules items will be paid as per market rate analysis approved by consultants/ competent authority. No claim for time extension shall be entertained for the same.

9. INSTRUCTION TO TENDERES

IT. 1 GENERAL

The General scope of work includes the "PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE, AHMEDABAD."

IT.2 INVITIATION TO TENDER

The Chairman for and on behalf of AMC Medical Education Trust here in after referred as AMC Dental College & Hospital will receive tenders for the work as per the specifications and schedule of prices in the tender document. The Chairman reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of the Chairman does not appear to be in its best interest and the tenderer shall have no cause of action or claim against the authority or its officers, employees, successors or assignees for rejection of his tender.

IT.3 LANGUAGE OF TENDER

Tenders shall be submitted in English and all information in the tender shall also be in English, Information in any other language shall be accompanied by its translation in English. Failure to comply with this may make the tender liable to rejection.

IT. 4 Deleted

IT .5 TENDER DOCUMENTS

Tender documents and set of drawings shall comprehensively be referred before tendering. The several section form in the document are the essential parts of the contract and a requirement occurring in one shall be as binding as though occurring in all, they are to be taken as naturally explanatory and describe and provide for complete works. The tender documents shall be submitted in two sets.

IT. 6 EXAMINATIONS BY TENDERERS

At this own expense and prior to submitting his tender, each tenderer shall (a) examine the contract documents. (b) visit the site and determine local condition which may affect the work including the prevailing wages and other pertinent cost factors.(c) familiarize himself with all central, state and local license required for the work and (d) correlate his observation, investigation and determinations with the requirements of the tender documents, site & subsoil investigation.

TENDER DOCUMENTS

VOLUME-I (TECHNICAL BID)

VOLUME – II (PRICE BID)

Copy of the tender Document should be completed, legible in ink, checked in a responsible manner. Signed stamped and returned together with the tender security Bond by the stipulate date, this shall form the tender.

The tenderer is required to complete.

The form of tender, including the Appendices enclosed thereto, Tender security bond and the Tender summary shall be submitted duly signed and stamped.

All the pages in which entries are required to be made by the renderer are contained in the tender documents and the renderer 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 issue pursuant to Clause IT .19 hereof

IT.1 EARNEST MONEY DEPOSIT.

Each tender must be accompanied by, a receipt of deposit as tender guarantee in the form of Earnest money mentioned on relevant page. Any tender not accompanied by a tender guarantee in the form of earnest money deposited for the sum stipulated in the tender's document will be summarily rejected. The earnest money deposit shall be paid with the tender by B.G. / D.D. payable at Ahmedabad without which the tender shall not be considered as valid. EMD in the form of Bank Guarantee of the banks approved by AMC Dental College & Hospital shall also be acceptable. (As per Annexure -1)

The Earnest Money Deposit will be returned to the unsuccessful tenderers after an award has been finalized.

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 "Performance Guarantee Bonds to the Owner as stipulated in this tender documents within ten days (10 days) after receipt of notice of award of contract.

The Earnest Money Deposit of the successful tenders shall be converted in to security Deposit amount after acceptance of the tender. Bank Guarantee shall also be acceptable for S.D.

No interest shall be paid by the owner on any tender guarantee.

IT.2 INCOME TAX CLEARANCE CERTIFICATE

Latest Income Tax clearance Certificates must accompany with the tender without which the tender is liable to be summarily rejected. The income tax clearance certificate obtained from the income tax officer shall clearly indicate the income tax circle/ward district and the reference number of the assessment along with the assessment year.



IT.3 PREPARATION OF TENDER DOCUMENTS

Tenderers are required to note the following while preparing the tender documents.

Tender shall be submitted on the Tender form bound here in English. All appendices and statements shall be properly filled in. Numbers shall be stated both in words and in figure where so indicated and the signature of all persons signing shall be in longhand.

Tender shall be accompanied by the prescribed tender fee, security deposit and other required documents and drawing. All witnesses and sureties shall be persons of status and probity and their full names, occupation and address shall be stated below their signature.

Variation to the contract Documents requested by the tenderer may be affixed and duly signed and stamped. Such variation may be refused by the authority is not obliged to give reason for his decisions.

Submission of tenders shall comply with the notice inviting tenders as to place, date and time. Tenders and tender security (E.M.D.) shall be enclosed with the tender documents and shall be put in a sealed envelope.

IT. 4 SUBMISSION OF TENDER DOCUMENTS

Tenderers are requested to submit the Tender Documents on following lines. Following documents to be submitted online as well as in physical.

- 1. Tender security bond (Earnest Money)
- 2. Certificate as registered contractor with Government of Gujarat or appropriate authority. (Not applicable for private sector)
- 3. Tender's financial capability and standing over at least past five years.
- 4. Current Income Tax Clearance Certificate.
- 5. Tenderer's experience in the field relevant to this contract.
- 6. Tenderer's present commitments.
- 7. The technical ability and qualifications of the tenderer. Details of technical personnel with their qualification & experience.
- 8. A list of the equipment the tenderer possessed and that which he proposed to acquires and use for the purpose related to the work
- 9. Bank Solvency Certificate.
- 10. Labour licence to be submitted
- 11. Details to be submitted as per the Statement No 1 to 4.

Price bid should be submitted by e-tender only and Technical bid should be submitted physically also in sealed envelope systems By RPAD/Speed post/ Hand Delivery in sealed covers in Duplicate (One Original & One Duplicate) duly sign & seal by contractor as per schedule given on page no.

The time limit for receipt of tender shall strictly apply in all cases. The tenderers shall have therefore ensure that their tender is received by the competent authority (AMC) at the required place before expire of the time limit. No delay on account of any cause of receipt of tender shall be entertained. Tender's received after the time limit is over will not be accepted and inadvertently



accepted will not be opened and will be returned unopened. Tenders which may get opened before the due date with no indication having been given on the envelops containing a tender therein is liable to be rejected.

Mailed tender must be sent in a covering envelope by registered post, Acknowledge Due. The return receipt will be endorsed to show the date and time of receipt. Mailed Tenders not received at the required place before the date and time set for the receipt will not be accepted from post.

The tender must contain name address of residence and place of business of the person or person submitting the tender and must be signed and sealed by the tenderer with his usual signature.

Tenders by partnership firm must be furnished with the full names and address of all partners and be signed by one of the members the partnership or by a legally authorised representative holding power of attorney followed by signature and designation of the person of person signing.

Tenders by corporations/company must be signed with the legal name of the corporation companies by the president or by the secretary or other person or person legally authorised to bind the corporation/company in the matter.

IT.5 TENDER VALIDITY PERIOD

The validity period of the tender submitted for this work shall be of hundred & twenty (120) calendar days from the date of opening of the tender 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 modification or addition in the terms and conditions on his own tender .If this is done then the owner shall, without prejudice to any other right or remedy, by at liberty to reject the tender and forfeit the earnest money deposit in full.

IT. 6 GENERAL PERFORMANCE DATA

Tenderers shall present all information which sought for in the tender document in form of various schedules. Tenders may not be considered if every Blank and the Schedule are not properly filled in before submission of the tender.

IT.7 SIGNING OF TENDER DOCUMENTS

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

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

If the tender is made by limited company or a limited corporation, it shall be submitted duly signed by an authorized person holding the power of attorney, & shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.



If the tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence and responsibilities for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the tender shall be furnished along with the tender.

All witness and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signature. All signatures in the tender document shall be dated.

IT. 8 WITHDRAWL OF TENDERS

If during Tender validity period, the tenderer withdraws his tender, the tender security (Earnest Money Deposit) shall be forfeited.

IT .9 INTERPRETATIONS OF TENDER DOCUMENTS

Tenderer shall carefully examine the Tender Document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. Should a tendered find errors, omissions or discrepancies from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the Dean, AMC Dental College & Hospital. The correct interpretation of the same will be issued to all tenderers as addendum.

IT .10 ERRORS AND DISCREPANCIES IN TENDERS

IN CASE OF CONFLICT BETWEEN THE FIGURES AND WORDS IN THE RATES THE RATE EXPRESSED IN WORDS SHALL BE CONSIDERED.

IT. 11 MODIFICATION OF DOCUMENTS

Modification of specifications and extension of the closing date of the tender, if required will be made by an addendum. Copies of each addendum will be sent to all tenderers. These shall be signed and shall form a part of tender. The tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

IT. 12 ADDENDUM

Addendum shall form part of the contract documents. The full consideration shall be given to all Addenda in the preparation of tender. Tenderers shall verify the number of Addendum issued, if any and acknowledge the receipt of all addenda(i.e. before 24 hrs. of last date for tender on web-site) in the tender failure to so acknowledge may cause the tender to be rejected.

The Owner or the in charge may issue Addenda to advise tenderers of changed requirements. Such addendum may modify previously issued addendum.



IT .13 TAX AND DUTIES ON MATERIALS

All charge on account of excise duties, terminal tax, sales tax and Govt. duties, VAT etc. on material procured for the works from any source shall be borne by the contractors. No (P) or "C" or "D" form shall be supplied.

IT. 14 EVALUATIONS OF TENDERS

In comparing tenders, the AMC Dental College & Hospital shall consider factors such as the time of completion, efficiency and reliability of construction method proposed, compliance with the specification, relative quality, the operation, maintenance and replacement cost of structure and plant and also the qualifying criteria for the evaluation of tenders. The price bids of only those tenderers who are pre / post qualified will be opened Online Only.

IT .15 TIME REQUIRED FOR COMPLETION

The completion period / time limit mentioned in this schedule is to be reckoned from the date of issue of work order to the date by which physical completion of the work take place. The completion period / time shall be in accordance with the calendar months.

IT .16 POLICY FOR TENDER UNDER CONSIDERATION

Tender shall be termed to be under consideration from the opening of the tender until such time any official announcement or award is made. While tenders are under consideration, tenderers and their representative or other interested parties are advice to refrain from contracting by any corporation personnel or representative on matters related to the tenders under study. The AMC Dental College & Hospital representative if necessary will obtain clarification on tenders by requesting such information from any or all the tenderers, either in writing or through personal contacts may be necessary. The tender will not be permitted to change the substance of his tender after tenders have been opened. This includes any post tender price revision. Non compliance with his provision shall make the tender liable for rejection.

IT .17 PRICES AND PAYMENTS

The tenderer must understand clearly that the prices quoted are for the total works or the part of the total works quoted for inclusive of all costs of materials, labour, equipment, supervision, other services, royalties. etc. and also inclusive of the Govt. taxes. No claim for payment beyond the prices quoted for will be entertained. The tenderer will not be entitled subsequently to make any claim on any ground.

IT .18 PAYMENT TERM

The terms of payment are defined in the General Condition of Contract. The AMC Dental College & Hospital shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders.

IT. 19 AWARD



Award of the contract or the rejection or tenders will be made within the tender validity period stated in the notice inviting tenders.

A successful Bidder has to deposit security deposit / Bank Guarantee with in 15 days after receiving letter of Acceptance. Time limit of work will commence from the date of issue of work order

If tenderer receiving the notice of award fails or refuses to execute the contract Agreement within the stated time limit or refuse to furnish the Bond as required herein, the owner may annual his award and declare the tender security forfeited and will take action as deemed fit.

A corporation, partnership firm or other consortium acting as the Tenderer and receiving the award shall furnish evidence of its existence and evidence that the officer signing the contract agreement and Bonds for AMC Medical Education Trust, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

IT.20 SIGNING OF CONTRACT

The successful tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the AMC Dental College & Hospital will be entitled to annual the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be as per AMC Dental College & Hospital's policy.

IT.21 DISQUALIFICATION

The tender shall be disqualified and will not be taken for consideration if

- a. The envelope does not show on the outside the reference of bid and thus gets opened before the due date of opening.
- b. The tender Security Deposit is not deposited in full and in the manner as specified i.e. Earnest Money Deposit.
- c. The tender is in a language other than English or dose not contains its English Translation in case of other language adopted for tender preparation.
- d. The tender documents received are not duly signed by authorized person.
- e. The general performance data for qualification is not submitted fully.
- f. Tenderer does not agree to payment terms.
- g. The tender may further be disqualified if,
 - 1) The Price variation is proposed by the tenderer on any principal other than those provided in the tender documents.
 - 2) The Completion schedule offered is not consistent with the completion schedule defined and specified in tender document.



- 3) The validity of tender is less than what is stated in the tender.
- 4) Any of the page or pages of tender is/are removed or replaced.
- 5) All corrections or posted slips are not initialed by tenderer.
- 6) Any erasure is made in the tender.
- 7) vii) Any condition which affect the cost.

IT.22 PERFORMANCE GUARANTEE & SECURITY DEPOSIT

As a contract security the tenderer to whom the award is made shall furnish a security deposit & performance guarantee each (Security Deposit) for the amount of 5% of the contract price to guarantee the faithful performance, completion and maintenance of the works of the contract in accordance with all condition and terms specified herein and to the satisfaction of the Engineers-in charge and ensuring the discharge of all obligations arising from the execution of contract in one of the forms mentioned below.

- a) In cash or demand draft of approved nationalized Bank in favor of the "AMC Medical Education Trust" amount of 5% of the Contract value as per E-l form format. OR
- b) In form of B.G. of any nationalized bank amount of 5% of contract value

The performance guarantee shall be delivered to the AMC Dental College & Hospital before ten (10) days of the completion of work under contract or as instructed by the Engineer -in-charge. In case of security deposit, the contractor may at his option may deposit an amount of 2.5% of the value of the contract price in cash or Bank Guarantee within ten days and the balance 2.5% to be recovered in installments through deduction @ the rate of 5% of the running bill amount.

On satisfactory completion of the defect liability period in all respect, the performance guarantee will be returned to the contractor without any interest after the defect liability period of 12 months from the date of completion certificate of the work.

IT.23 STAMP DUTY

The successful tendered shall have to enter into an agreement on a non-judicial stamp paper as per the form of the agreement approved by the AMC Dental College & Hospital. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

IT.24 BRAND NAMES

Specific reference in the specification to any material by manufacturer's name, or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition and the tenderer in such cases, may at his option freely use only other product, provided that it ensures an equal of higher quality then standard mentioned and meets AMC Dental College & Hospital approval.



IT. 25 NON TRANSFERABLE

Tender documents are not transferable.

IT.26 COST OF TENDERING

The owner will not defray expense incurred by tenderers in tendering.

IT.27 EFFECT OF TENDER

The tender for the work shall remain for a period of **180 calendar days** from the date of opening of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer in his own during the period. If any tenderer withdraw or make any modifications or additions in the terms and conditions of his own tender, than the AMC Dental College & Hospital shall without prejudice to any other right or remedy, be liberty to reject the tender and forfeit the earnest money in full.

IT.28 CHANGES IN QUANTITY OR QUALIFYING CRETERIA:

AMC Dental College & Hospital reserves the right to waive any qualifying criteria or information in any tender as special case and to reject one or all tenders without assigning any reasons for such rejection and also to vary the quantities of items or group or quantum of work as specified in the schedule of prices as may be necessary in the interest of Public work a large for which no any claim shall be entertained.

IT.29 NEW EQUIPMENT AND MATERIAL

All materials, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the AMC Dental College & Hospital. The rebuilt or overhauled equipment/materials will not be allowed to be used on works

IT.30 RIGHTS RESERVED

The owner reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reason. The owner further reserves the right to withhold issue of work order even after agreement and no payment will be made to the successful tenderer on account of such withholding. The owner is not obliged to give reasons for any such action

IT.31

Chairman reserves right to increase / decrease the scope of work & also split the tender in two or more contracts without assigning any reason even after the work is awarded.

IT.32 MOBILIZATION ADVANCE

No mobilization advance or advance on machinery will be given.

IT.33 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No condition will be accepted. The conditional tender will liable to be rejected.



IT.34 The contractor will have to construct shelter for storing valuable materials like cement etc. The contractor shall arrange for construct, maintain and afterwards remove and reinstate any temporary access required for and in connection with the execution at the work at his own cost. Reinstatement shall include restoring the area of the access route to at least the degree of safety stability drainage & appearance that existed before the contractor entered the site.

IT.35 In the event of any discrepancy the following order or precedence should apply

- (a) Dimension & quantity
- (1) Tender form
- (2) Drawing
- (3) Specification

On drawing; figures dimension unless previously incorrect will be followed in preference to select dimension.

- (b) Description
- (1) Tender form
- (2) Drawing
- (3) Specification

In case of defective description as ambiguities, due Engineer in-charge should issue further instruction and direction in what manners the work is to be carried out. The contractor should further within comply with such instruction.

Irrelevant mistakes, discrepancies or errors made through over sight leading to misunderstandings may be got corrected properly by the City Engineer.

The contractor shall take no advantage of any apparent error or omission in drawing as description or specification. The Engineer-in-charge shall make such correction as may be necessary to fulfill intent of specification plan.

- **IT.36** Proper procedure shall have to be taken by contractor at all the time during the progress of the work, failing which the contractors shall be held responsible for all damages to the work under execution or to any property or to lives of persons during the work in progress and also during the defect liability period.
- IT.37 All work shall be measured by standard method according to rules & customs of AMC Dental College & Hospital. The engineer-in-charge decisions to what is usual method in use will be final.
- **IT .38** Tender once accepted shall be binding on the contractor even if the formal agreement is not signed / executed.
- **IT.39** The contractor shall have to give in writing the date of completion of work within a fortnight from date of work completed by him otherwise the date noted on record by

department shall be reckoned as final & no excuse as representation in that behalf shall be granted at later date.

IT.40 Specimen signature of contractor will be cross checked whenever contractor receives payment in account section of AMC Dental College & Hospital OR in case of representative of contractor receives payment along with letter of authority of contractor who sign an agreement.

IT.41

The details / contents / information mentioned in the tender document may be read as final binding on the contractors. Any difference found in Form B-1 in regards to these related items may be treated as cancelled

IT.42

Contractor should make arrangement to cordon the construction site by way of proper supports and barricades at his own cost and risk as per the direction of EIC.

IT.43

Contractor should provide safety net and should take sufficient precaution for the safety of their staff & labor, AMC Dental College & Hospital's staff, student at his own cost and risk.

IT.44 Valuation of Variations

- a.) The basis for the valuation of variations for addition to the Contract Price shall be as follows in the same order of priority.
- b.) Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- c.) In case of other non tender items following procedure shall apply.

If any extra item crops up during the progress of work the same shall be carried out by the Contractor and he shall be paid at the rate fixed by Dean which shall be fixed as lowest of the rates derived by rate analysis based on the following three methods.

- (i) Rate analysis based on approved BOQ item rates or Govt. SOR 2015-16 plus or minus contractor's tender premium or rebate as the case may be.
- (ii) Rate analysis based on prevailing Govt. of Gujarat's SOR rates.
- (iii) Rate analysis based on current market rates. This shall be based on
- The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Contractors profit.
- The overheads shall be taken at 5 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works.
- The Contractors profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.



- d.) In the event of disagreement the Engineer shall fix such rates and prices as are, in his opinion appropriate and shall notify the Contractor accordingly with a copy to the Employer.
- e.) The Engineer shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Employer, the Contractor and the Engineer.
- f.) The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

10. INFORMATION/DETAILS TO BE SUBMITTED BY THE TENDERERS

In the Performa mentioned under Statement no 1 to 4

STATEMENT NO-1

DECLARATION

I/We hereby declared that I/We am/are not partner(s) blacklisted or connected with firm blacklisted in any states, CPWD / MES / Railways or any Government, Semi-Government or Private body.

At present I/We am/are registered as approved contractor (s), firms in any state, CPWD / MES / Railways.

We, the partners/owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Ahmedabad Urban Development Authority as a result of out abandoning the works entrusted to us.

I / We further declare that my / our near relatives are not working in AMC and AMC MET as an Addl. C.E., Dy. C.E., A.C.E., A.E., T.S. as on today.

STATEMENT NO-2

APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952

Successful bidder i.e. the agency whose tender is accepted by the AMC shall have to comply the necessary formalities under the employees provident fund and Miscellaneous Provisions Act, 1952 as Contributory Provident Fund Scheme is applicable to labourers engaged in construction activity and shall have to submit proofs regarding deduction of provident fund and other dues and depositing the same with government department under the act and the scheme regularly on monthly basis failing which no running / final bill payment will be made by the AMC to the contractor in any circumstances.

A certificate to the above effect has to be given by the contractor as under.

Declaration Of Depositing Provident Fund contribution

This to certify that we have deducted the employees' P.F. and with employer's contribution towards provident fund on labour char	*	_
the labourers engaged for the work of with	Provident	Fund
Authority under our Provident Fund Code No.	Trovident	1 und
We produce herewith the copies of the challans for the provide contribution deposited as mentioned above	ent fund deduction	and



STATEMENT NO. -3

CURRICULAM VITAE

Sr.No.	Details of person	
1.	Name	
2.	Age	
3.	Qualifications	
4.	Experience in Project Related field	

AMC DENTAL COLLEGE & HOSPITAL

STATEMENT - 4

INFORMATION REGARDING FINANCIAL CAPACITY OF THE CONTRACTORS.

Sr. No.	Details	Amount (Rs. in Lacs)	Remarks
1.	Solvency		A Banker's Certificate
	, and the second		May please be attached.
2.	Annual Turnover for the last five		
	years.		
3.	Price of biggest (building) job carried out		

11. TENDRE FORM B-1

FORM B-1 OF GUJARAT STATE ROADS AND BUILDING DEPARTMENT / WATER RESOURCES DEPARTMENT may be referred. (only English version)

Note binding on the contractors

- 1. The terms and conditions mentioned in the Clause no 1 to 78 (B-1) of Form B-1 of State Government (Road and Building) shall be applicable. binding on the contractors
- 2. Please read "Ahmedabad Municipal Corporation Medical Education Trust "instead of "Government/ Government of Gujarat "wherever written.
- 3. Please read "Ahmedabad Municipal Corporation Medical Education Trust "instead of "Government of Gujarat State Public Works Department/Public Works Department/ Government" wherever written.
- 4. Please read "City Engineer or Dean (AMC Medical Education Trust) instead of "Superintending Engineer" or Executive Engineer wherever written.
- 5. "Ahmedabad Municipal Corporation Medical Education Trust" herein called as "AMC MET"
- 6. "Governor for the state of Gujarat" shall be read as "Chairman / Ahmedabad Municipal Corporation Medical Education Trust"
- 7. The details mentioned below the "MEMORANDUM OF WORKS IN BRIEF" may be read as per the details mentioned in tender documents (Technical bid)
- 8. The contents / details / information mentioned in the relevant point under the heading "NOTICE INVITING TENDERS" may be read as under-
- Point No 1 may be read as: Tenders are invited by Dean (AMC Medical Education Trust) for the work of "PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEG AHMEDABAD."

The details mentioned in point no.2,3, 4,6,7,13,14 may be read in the tender notice

- The point no. 17 may be read as deleted.
- 9. The contents / details / information mentioned in the relevant point under the heading
 "INSTRUCTIONS TO PERSONS TENDERING" may be read as under-Point No
 .2.1 may be read as per the details mentioned in the the tender notice (page no.2)



- The contents / details / information mentioned in the relevant point under the heading "Contractors to please read this carefully" may be read as under- The details mentioned in the Point no. 1,2 &3 have been given separately in the tender document under the same heading The details mentioned in the Point no.4 may be read as per the details given under the heading Information to tenderers.
- 11. DECLARATION FORM & DECLARATION CERTIFICATE are given separately in Technical bid.
- 12. The contents / details / information mentioned in the relevant point under the heading "General Rules and Directions for the Guidance of Contractors" may be read as under-

Point no.1 may be read as "All works proposed to be executed by the contractor shall be notified in tender documents placed on http://www.nprocure.com & http://www.nprocure.com & http://www.amcdentalcollege.edu.in http://www.amcde

- Point no. 4&8 may be read as deleted and to be read as per details in tender documents.
- 13. TENDER FOR WORKS to be read as given in tender documents / Summary of Price Schedule Cost

MEMORANDUM to be read as per the details given in tender notice

The contents / details / information mentioned in the following **CLAUSE** under the

heading "TERMS AND CONDITION OF CONTRACT" may be read as under-

- Clause 1: Security Deposit: to be read as per the details given separately in the tender documents.
- Clause2:Liquidated Damages for delay:

Clause No. 12, 12A, 12B, 14.5, 15A, 24, 25, 31, 45, 47, 51,55 (B-1)/54 (B2), 72, 73, 74, 75, & 77 may be read as deleted in the form B-1.

CLA USE 30 and CLAUSE 60 may be read as under:

CLAUSE 30: DISPUTE TO BE REFERRED TO TRIBUNAL: DISPUTE TO BE REFERRED TO ARBITRATOR.

- (1) The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred an independent Arbitrator appointed by AMC Dental College & Hospital as far possible in consultation with the agency if it is necessary and such disputes shall be settled in accordance with the arbitration and conciliation Act. 1996.
 - (i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-incharge under the said clause –5.



- (ii) The reduction in rates made by the Engineer-in-charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.
- (iii) The rate of part of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-charge under clause 14 and the rates for which is to be determined under the said clause 14.
- (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-charge under clause 15 and/or amount of compensation payable to the contractor under the said clause for loss in respect of such materials.
- (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of this failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
- (vi) The reduction of rates as may be fixed by the Engineer-in-charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimates and assessed under clause 23.
- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirement of the Engineer-in-charge in case where there are no specifications.
- 2. The awards declared by the arbitrator shall be speaking award giving reasons and calculations to every item of claims. The decision will have to be implemented by all the concerned.
- 3. In case of dispute leading to the contractor or Ahmedabad Municipal Corporation approaching on Court of Law. It shall be within the jurisdiction where the site of work is situated.

The reference to arbitration proceeding under this clause shall not:

i) Entitle the contractor to stop the Affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.



- ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance, of notice given to the contractor under clause 15.
- iii) Progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

FORM OF BID AND APPENDIX TO BID

FORM 1 - BID SECURITY (BANK GUARANTEE)

Where
M/s
(Hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the term and conditions of tender for the work of
1. Therefore We hereby affirm that -we are guarantors on behalf of the Tenderer up to total rupees
2. We further agree that the Guarantee herein contemned shall remain in full force and effect during the period that would be taken for the acceptance of tender. However unless a demand of claim under this guarantee is made on its in writing on or before the (Date to be specified will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharge from all liabilities under the guarantee thereafter
3. We undertake not to revoke the guarantee during it currency except with the previous consent of the Chairman, AMC Medical Education Trust, A' bad in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer or of the Bank. Date:
Signature & Seal of Guarantor Bank Address
5. The contractors shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.

- r
- 6. Copies of certificate as regards previous experience, if any, must accompany the tender.
- 7. List of approved banks .As per AMC finance dept. circular No-12 Dt.25/11/2019 & attached <u>ANNEXURE - 1</u>



FORM -2 PERFORMANCE GUARANTEE BOND (BANK GUARANTEE)

(Clause 37 of Section I Volume 1)

Whereas M/s	have been
Whereas M/sAwarded a contract dated	for the "PROVIDING AND LAYING
CHINA MOSAIC FLOORING AND NECESSA	ARY CIVIL WORK ON TERRACE OF THE
HOSPITAL BUILDING OF AMC DENTAL COLI	LEGE, AHMEDABAD. "
as specified in the tender by the AMC Dent	
Whereas the said M/sUs	has approached
Us	Bank to provided a
PERFORMANCE GUARANTES BOND to	the AMC Medical Education Trust for the
work undertakes by M/s.	and Whereas. We, the
work undertakes by M/sBank l	nave agreed to provided such a
PERFORMANCE GUARANTEE BO	OND. Now therefore, we the_
	following Performance Bank, Guarantee by
way of these Bond to the AMC Medical Educ	ation Trust.
1. The contract value of the contract provide	led to M/s. by the
AMC Medical Education Trust. in Rs	This guarantee in the nature of
PERFORMANCE GUARANTEE is provide	ed so as to ensure and indemnify the AMC.
Medical Education Trust for full and	
M/sBa	ank hereby indemnify the AMC Medical
Education Trust for all losses and / or damage	es to the New Construction which would be
Rectify by M/s	
would include any damage to the New Cons	
workmanship, or at all, by w	
	k agree and promises that in the eventuality
of the contractors M/s.	not repairing
or remeding the Problem, loss or damage to t	he New Construction we shall indemnify and
pay the AMC Medical Education Trust such	
incurred by the AMC Medical Education Tru	
Trust getting the work done itself or from the	other source.
2. We	Bank agree and understand that the decision
as to whether any losses or damages to the pro	piect have taken place or not and / or whether
the work suffers from poor workmanship on	ŭ I
AMC Medical Education Trust. and on the G	<u>•</u>
damages or defect whatsoever being so notif	5 5
	take steps and ensure that
M/s	_ faithfully and diligently carry out the
necessary remedial steps to the full satisfac	·
Education Trust. The opinion of the Chairn	nan to whether full and complete remedial
steps, to the full satisfaction the Chairman of	<u> •</u>
taken or not, will be that of the AMC Me	edical Education Trust. For the purpose, of
arriving at such decision as aforesaid it will b	e open to the Chairman of the AMC Medical
Education Trust in case he so desires, to del	egate this power to subordinate like the city
,	

Engineer to take appreciate decision and the decisions referred to above will be deemed to
be properly take and as if taken by the Chairman of the AMC Medical Education Trust. In
the eventually of M/snot taking remedial action to the almost
satisfaction of the Chairman of the AMC Medical Education Trust. The AMC Medical
Education Trust will be entitled to get the work done itself or from sources. On the
Chairman of the AMC Medical Education Trust notifying to us the total expenses incurred
for this purpose. We hereby expressly have under taken to pay the AMC Medical
Education Trust the said amount forth with and in any case not less than 7 days from taken
to pay the AMC Medical Education Trust the said binding the amount indicted by the
Chairman of the AMC Medical Education Trust and our obligation to pay such amount
will be continuing of the AMC Medical Education Trust and our obligation irrespective of
any dispute of differences that may arise between us and M/s.
of between the AMC Medical Education Trust and
M_{\odot}
3. The contract value is Rs This PERFORMANCE
GURANTEE is limited to 5% of the said contract value and accordingly it comes to Rs.
our liability will be in all cases be limited to
Rs
4. We agree and undertake that this PERFORMANCE GURANTEE will be valid for a
period of Twelve month from the date when the contract work is completed by the
M/s The Chairman of the AMC Medical
Education Trust notify such completion that to us. In case, no such completion it is
notified, this performance guarantee will be a valid for Twelve month from the date of
execution of this agreement. The Performance Guarantee will come into effect from such
completion date. In case however, the contract of several parts it will be opened to the
Commissioner to indicate separate completion dates for separate part and to
simultaneously indicate a breakup of the contract value equivalent to the separate part. In
which case the PERFORMANCE GUARNATEE to extent of the different completion
dates. It is expressly understood that the considering this period of Twelve month, the
date by which the Corporation, intimate the Bank about the losses, damages or problems
as the case may be, shall be considered as long as such intimation is within a period of
Twelve month from the completion date. We the Bank will be
liable, irrespective of whether the remedial actions or lack thereof has taken place after the
period of the Twelve month.
5. We Bank agree that the PERFORMANCE
GUARANTEE which is continuing guarantee will be binding, and enforceable against us
irrespective of any difference / disputes between the AMC Medical Education Trust and
M/sof between us and
M/s.
and irrespective of any change or variation or execution time or any forbearance or waiver
made or grant by the AMC Medical Education Trust to
M/s.
6. In case any disputes arise as to the interpretation or implementation
of this PERFORMANCE GUARANTEE, the matter shall be referred to the sole
arbitration of the Chairman of AMC Medical Education Trust whose decision in the
matter will be final. In case any resource to any court of law is necessitated, the
appropriate Civil Court in the AHMEDABAD along will have Jurisdiction.

FORM 3 - FORM OF AGREEMENT

THIS AGREEMENT made the day of, 20_ between AMC Dental College
A Hospital (here in after called "the Employer") of the one part and M/s
(here in after called "the
Contractor") of the other part.
WHEREAS the Employer is desirous that certain works should be executed by the
Contractor, viz
and has accepted the bid by the
contractor for the execution and completion of such works and the remedying of any
lefects therein at a contract price of Rs(Rupees
NOW THIS AGREEMENT WITNESSETH as follows:
. In this Agreement, words and expressions shall have the same meanings as are espectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of
his Agreement, viz.:
) the Letter of Acceptance;
the General Conditions
r) The Financial Condition
l) the Technical Specifications;
e) the Priced Bill of Quantities; and
) other documents forming part of the contract.

- 3. In consideration of the payments to be made by the Employer to the Contractor as here in after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.



Signed, sealed, and delivered by the said Employer and the Contractor in the presence of:

WITNESSES:

On behalf of AMC Medical Education Trust.	On behalf of M/s.
1	1
2	2

Binding Signature of the Employer:

Binding Signature of the Contractor:

Sample Form for updating - qualification information

12. GENERAL TERMS & CONDITIONS

- 1. Tenderer should be registered in PWD/ in Govt. R&B /CPWD / AMC or equivalent registration with any other state Govt. or institutions. Copy of registration should be attached with tender document. Tenderer who was not registered in AMC must be get registered in panel of approved AMC contractor.
- 2. A booklet of FORM B-1 of Gujarat State Roads & Building Department / Water Resources Department with the correction slips made up to 15-08-1999 may be referred. (only English version) Clause No. -2 liquidated damages for delay shall be overrule by A.M.C.'s M.C. circular no.- 9 dt. 18/05/2012.
- 3. In the specification "as directed" / "approved" shall be taken to mean "as directed / "approved" by the Engineering in charge.
- 4. Wherever a reference to any Indian standard appears in the specifications, it shall be taken to mean as reference to the latest edition of the same of force on the date of agreement.
- 5. In "Mode of measurement" in the specifications wherever a dispute arises in the absence of specific mention for a particulars point / aspect, the same in the relevant Indian Standards shall be referred to.
- 6. All measurement and computations, unless otherwise specified shall be carried out nearest to the following limits:
 - i) Length, width and depth, Height 0.01 Meter
 - ii) Areas 0.01 Sq.mts.
 - iii) Cubic contents 0.01 Cu. mts.

In recording dimensions of work, the sequence of length, width and height (Depth) or thickness shall be followed.

- 7. Definite particulars covered in the items of work, though not mentioned or elucidate in its specifications shall be deemed to be included therein.
- 8. Approval of the samples of various materials given by the Engineer in charge shall not absolve the contractor from the responsibility of replacing defective materials brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer in charge.
- 9. The contractor's rate for the item of work shall be for the work completed in all respect.
- 10. All materials including those of electrical shall be got approved by the Engineer in charge before using them in the work.
- 11. Materials as and when rejected by the Engineer in charge shall be removed from the site of work within 24 hours.
- 12. All work shall be carried out in a manner as per standard engineering practice.
- 13. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works & all precautionary measures during execution shall have to be kept in sufficient numbers and in good working condition at the site of the work. All excavated trench shall be kept covered with barricade and caution tap.
- 14. Special modes of the construction not adopted in general Engineering practice, if proposed to be adopted by the contractor shall be considered only if the contractor provided satisfactory evidence that such special mode of construction and



- completion of work to the required strength and quality. Acceptance of the same by the Engineer in charge shall not however, absolve the contractor from the responsibility of any adverse effect and concordance of adopting the same in the course of exaction or completion of the work.
- 15. The contractor shall be responsible for observing the rules and regulation imposed under the "Minor Mineral Act", and such other laws and rules prescribed by the Government from time to time.
- 16. All necessary safety measures and precautions (incl. those laid down in the various relevant Indian Standard) shall be taken to engrave the safety of men, materials and machinery on the work and also of the work itself.
- 17. Quantity measured in the tender is approximate. It may increase or decrease looking to the quantum of actual work for which no any claim shall be entertained by AMC Dental College & Hospital.
- 18. Contractor shall have to execute extra item if required or as per need of AMC Dental College & Hospital.
- 19. The work in general shall be carried out as per standard specifications of the relevant items to be executed & as per the instruction of Engineer in charge.
- 20. The general terms & conditions of the contract shall be applicable & shall be binding on the contractor. The contract agreement shall have to be executed between AMC Dental College & Hospital & the agency to which work is awarded for execution.
- 21. For Tender amounting below 10 lakh LOI shall be issues within 3 days after received of sanctioned tender and resolution. Within 10 days contractor has to submit SD and after receiving SD Work order shall be issue to contractor and the time limit shall be start from the date of issue of the written work order to the contractor.

For Tender amounting above 10 lakh LOI shall be issues within 3 days after received of sanctioned tender and resolution .Within 15 days contractor has to submit SD and after receiving SD work order shall be issue to contractor and the time limit shall be start from the date of issue of the written work order to the contractor.

Security Deposit of 5% of sanctioned tender amount shall be deposited by pay order / demand draft / cheque or Bank Guarntee of nationalized bank/scheduled bank only. Contractor shall have to sign contract paper with AMC Dental College & Hospital. The contractor shall be fined 4% of interest per year for delay in submission of S.D and shall be deducted from contractor's bill.

- 22. In case of any ambiguity in specifications mentioned in this tender, the interpretation given by Chairman, AMC MET will be final and binding to the Contractor.
- 23. The contractor shall take no advantage of any apparent error or omission in drawing or specification and the Engineer -in-charge shall make such corrections and interpretations as necessary to fulfill the intent of the plants and specifications.
- 24. The quantities of items in BOQ (Bill of Quantities) may vary in case of necessity arises.



- 25. All prevailing taxes/duties chargeable by State Govt./Central Govt. and the Municipal Corporation. will be payable by the contractor.
- 26. No any kind of price rise / price escalation / price variation for cement, steel or labour shall be paid.
- 27. Contractor is requested to see the site physically before tendering. He is also requested to quote the rates keeping in view of all the points mentioned in relevant pages of tender documents.
- 28. **Water Supply:** The contractor shall arrange at his own cost, a suitable supply of piped water for the construction of the works and provide a satisfactory supply of potable water for drinking, washing, sanitation and cleaning down. The contractor will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenances and ultimate removal of any distribution system around the site.
- 29. **Electricity:** Electric supply will be made available at the site by the Contractor and the contractor must make his own arrangements with the Corporation and Electricity Supply Authorities and with other contractors to connect and to take a supply from such services, paying all costs in connection therewith.
 - The Contractor shall be entitled to use supply Electricity as may be available on the site for purpose of the work and shall pay such charges as is fixed by the appropriate supply Authorities.
 - In case there is any delay in supply of power site of any interruption or fault in the power during the work. No compensation shall be paid for idle labor staff, machineries and for use of diesel operating sets etc. as the case may be.
- 30. Tenders shall submit all the valid/certified documents in support of their initial/eligibility criteria mentioned above along with the bid. They shall have also to submit the income tax clearance certificate and solvency certificate.
- 31. No advance such as secured advance machinery advance, mobilization advance or materials advance will be given.
- 32. The contractor shall get the electrical works executed through the authorized Government approved licensed electrical person or firm in appropriate category in accordance to contractual provisions.
- 33. The electrical works shall be carried out strictly in accordance with the directives issued by Engineer in charge.
- 34. Contractors shall not have any dispute or claim for any kind of compensations
- (i) If the quantity stipulated in the tender items varies or the scope of work changes & thereby total amount of work increases/ decreases.
- (ii) If the work gets delayed/ postponed for some administrative/ technical decision what so ever.
- 35. In case of any dispute, decision of Chairman, AMC MET shall be final and binding on the contractors.
- 36. Tenders which do not fulfill all or any of conditions or are submitted incomplete in any respect will be rejected. Chairman of the AMC Medical Education Trust reserves the right to increase/decrease the scope of work. No any claim to that effect shall be entertained. The Municipal Commissioner also reserves the right to reject any or all the tenders without assigning any reason thereof.
- 37. The contractors are requested to quote their rates considering above tender conditions.

- 38. The contractor shall have to execute the contract agreement after received work order.
 - Even though in special case, If work is not started because of monsoon or any other special reason (like site is not available), after evaluation of situation the actual date of starting of work will be consider after approval of Dean, AMC Dental College & Hospital.
- 39. The Contractor shall not claim for increase or decrease in the quantity of the item or the scope of work.
- 40. The payment shall be made as per the AMC Dental College & Hospital, AMC Medical Education Trust policy for the work done by the contractor.
- 41. Conditional tenders will not be accepted.
- 42. The contractor shall be submit the Water proofing work Bond as per given data in General Technical Specification of Building work.

GENERAL SPECIFICATION

Time limit for the work shall be 04 (**Four**) months after the order to start the works. Progress of work should be in proportion to time limit. The details of reinforcement of R.C.C. work shall be as per design and instructions of Engineer in charge and his order will be considered final.

The contractor shall have to maintain account of steel, cement and other materials that may be brought by him on site. This account shall be regularly maintained and kept open for inspection by Municipal Staff. Watering of all the items shall be as per instructions otherwise no payment shall be made to contractors. Mixing of concrete shall be done by concrete mixer machine. Arrangements of binding vibrator for R.C.C. works if required shall have to be made by the contractor.

The contractor shall be remain responsible for Workmen's compensation if any accident. The contractor shall arrange for barricading at night and arrangement of Pagi at night to direct the traffic. He shall be responsible for any damage to public. If any incident happen, during the execution of work. In case of dispute for unseen or overlooked items the decision of the Dy. City Engineer shall be final. The contractor shall have to give site clean of all rubbish during the work and at the time of completion of work and hand over the site with final finishing of the work as directed. All the rejected materials shall be removed from site within 24 hours by contractor at this risk and cost. Debris shall have to cart daily from site.

For mixing mortar either for masonry or for plaster or for any other purpose contractor shall have to prepare through of bigger size and mix the mortar in the required proportion. In on case he shall be allowed to mix the mortar either on floor or any finished surfaces. The contractor shall have to make his own arrangement for water required for the work.

If any extra item crops up during the progress of work the same shall be carried out by the contractor and he shall be paid at the rate fixed by Dean as per the rate analysis based on latest SOR or if item is not available in SOR than based on current market rates. In case of extra item decision of Dean shall remain final regarding rate.

If in the interest of the Corporation it is necessary to change either any site or the design of the propose work the contractor shall carry out the same at his quoted rates without charges any extra and the contractor will have to carry out the works and he will be paid at the rate quoted by him. No claim for extra rate for subsequent changes in site and design is entertained.

The cubical contents of the cement bag shall be taken as 1-20 cft. Per bag and the contractors shall have to prepare the measures boxes according to this measure.

Octroi exemption passes shall not be given for any materials required for the work. Contractor will be fully responsible for compliance of the various provisions under contract Act. 1970 and the Rules framed the to under.

The tender for the work shall remain open for a period (180) days from the date of opening of the tenders for this work and that the tenderer shall not be allowed to withdraw on modify the offer on his own during the period. If any tenderer withdraw or makes any modifications or addition in the terms and conditions of his tender not acceptable to the Chairman of the AMC Medical Education Trust shall without prejudice to any right or remedy be at liberty to forfeit in full the said earnest money and black list the contractor.



If work is not completed within specified time limit the penalty shall be recovered as per Municipal circular no-9 dated.18/05/12 separately. Contractor has to make his own arrangement for procurement of steel and cement.

Contractors should note the following conditions carefully:-

Conditional tender shall not be accepted.

Tenders are to be submitted in duplicate without which the tenders are liable to be rejected.

- i) In case of tender downloaded from website, tender fee & EMD should be submitted in form of demand draft
- ii) Condition of Form B1 Standard Specification of material & code of practice will be applicable. Form B1 can be is available in website. Specification shall be as per ' R& B Dept. Govt. of Gujarat booklets of Building Works & and Road Works Specifications published by Gujarat Book Depot, Sector-21. GandhiNagar.

13. MATERIAL & TECHNICAL SPECIFICATIONS

13.1 <u>STANDARD NORMS FOR QUALITY CONTROLS</u>

Sr	Test	Frequency of tests	Acceptance Criteria		
No.	Test	Trequency of tests	Acceptance Criteria		
1	Cement				
a)	Setting time initial	50 -100 T- 2 sample	Not less than 30 minutes		
,	final	100-200 T-3 sample	Not more than 600 minutes		
		200-300 T-4 sample			
		300 - 500 T-5			
		sample			
		500- 800 T-6			
		sample			
		810- 1300 T-7			
		sample			
b)	Fineness by Sieve	1 in 5 samples	90% passed from 90 micron sieve		
c)	Consistency	One sample	Above 30 percent		
		(Each sample as			
1)		above)	1601 / 26 ODG 6 DDG 4:11		
d)	Compressive	One sample (Each sample as	160 kg / cm ² for OPC & PPC on third day		
	strength	(Each sample as above			
		above	220 kg / cm ² for OPC & PPC on seventh day		
			310 kg/cm² for OPC & PPC on twenty eight day		
e)	Fineness test through	1 in 5 samples	2250 kg/Cm ² and above for OPC FOR PPC 3000		
	Specific surface	T III 3 sampres	kg/Cm ²		
f)	Chemical Analysis	1 in 5 samples	Mgo less than 6 percent		
	IS 4032-986		SO_3 less than 2.75 percent		
			less on ignition upto 5 percent		
2	Sand				
a)	Silt Content	1sample of 10 kg	Up to 3 percent		
		/150 cu. mt.			
b)	Fineness modulus	- Do-	Specification as per specified standard. No sand of		
			fourth zone shall be used.		
3	Kapachi - Grit for				
	Bituminous work	1/200 2			
a)	Gradation Flakiness index	1/200 m3 1/200 m3	May 20.0/		
b)		1/200 m3	Max 30 % Max 30 %		
(c) (d)	Impact Abrasion	1/100 m3	Max 35 %		
	Bit. Extraction	1/100 HIS	0.80 to 4 %		
e) f)	Bitumin (penetration	100 MT - 1	0.00 to 4 /0		
1)	test)	100 1411 - 1			
g)	Stripping value	50 -100 m3 one test	Max. 25 %		
3	Kapachi - Grit for	2 2 2 3 3 110 one tost			
_	Building work		As per IS 183-1970 standards		
a)	Gradation	2 test / Season	As per relevant specifications provision		
ĺ					
b)	Impact	2 test / Season	wearing surface overlaid surface (IS18.5-1972)		
			30 % 45 %		
c)	Abrasion	2 test / Season	30 % 5 %		
d)	Soundness	2 test / Season	Loss with Loss with		
4	Bricks				
a)	Efflorescence	20 bricks out of	Moderate		



Sr No.	Test	Frequenc	ey of tests	Acceptance Criteria			
		2000					
		3500	s out of				
		50 brick 50000	s out of				
b)	Water absorption		00-	Less than 20 l			
c)	Compressive strength	-Γ	OO-	Minimum ave fall below up			idual result may
5	Cement Concrete flooring/Mosaic tiles				-		
a)	Water absorption	6 tiles /20		Maximum 10) percent		
b)	Transverse strength	12 tiles /2	2000 tiles	Wet	Dry	2	
				80 Kg/cm ²	180 Kg/cn		
c)	Abrasion	6 tiles /20		Average wear	shall not exc	eed 3.5 mn	1
6	Water Chemical Analysis	source	approval				
a)	PH		"	6 to 8	GG) 0 500	/T. C. D.	~~
b)	Chlorides		"	2000 mg/L (P		ng/L for RO	<u>C</u>
c) d)	Organic (matter) Inorganic (matter)		"	200 mg/L Ma 3000 mg/L M			
e)	Sulphate (mg/L)		"	500 mg/L Ma			
f)	TDS		"	2000 mg/L Ma			
7	Cement Concrete	As per IS	S 456-2000	Grade		characteris	stic cube
	cubes ordinary and controlled concrete	r		designation compressive strength. At 28 days N/mm ²			
		work m ³	No. of sample	M10	1	0	
		1-5 m ³	1	M15	1	5	
		6-15 m ³	2	M20		20	
		16-30 m ³	3	M25	2	2.5	
		31-50 m ³	4	M30	3	30	
		51 m ³ &	4+ one	M35	3	35	
		above					
		add samp 50 m ³ par	le for each t there of				
	ordinary and controlled concrete for road bridge	for 7 and further to day for days and	0m3 each d 28 days hat every first six I once in ays there	be less than specified strengths subject to that 20% cubes per day (i.e.) 1 per 5 may fall below specified strength up to its 85 percent.			
8	Steel						
a)	Mild steel bar	1 test /40	MT	Nominal dia of bars in mm	Ultimate tensile strength Kg/cm ²	Yield stress	Elongation (in %)
				0-20	42	26	23



Sr No.	Test	Frequency of tests	Acceptance Criteria			
			20-40	42	26	23
			over 40	42	26	23
			Allsize	49.5	42.5	14.5
b)	TMT bars		different diam stress > 415 N	ched and Temp neters satisfyin N/mm ²² , Tensi on more than 1	g IS: 1786 le strength	,
c)	steel for general structural purpose specification IS 2062-1992		Gr.A Fe410 (All size) Gr.B. Fe410 (All size) Gr.C. Fe410 (All size)	WS 410 WB 410	N/mm2 N/mm2 N/mm2	
d)	steel wires for prestressed consete IS 1785 part-1 19 lab		8.0 7.0 5.0 4.0 3.0			140 Kg/mm2 150 Kg/mm2 160 Kg/mm2 175 Kg./mm2 g./mm2
			85 % the min	imum specific	tensiled st	rength

NOTE:

- 1) Tests as may be directed by Engineer in charge as shown above shall have to be conducted
- 2) Above mentioned all the tests of the materials and others shall be carried out for in construction of each and every different lot in External Laboratory.

13.2 <u>SCHEDULE OF MAKE FOR CIVIL WORK</u>

GENERAL MATERIAL SPECIFICATIONS FOR BRAND NAMES TO BE USED FOR THE EXECUTION WORKS

CEMENT (OPC/PPC) : JK Laxmi, Ultratech, Ambuja, Binani, Sanghi

only. Samples of cement arranged by the Contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his

own cost within three days.

TMT REINFORCEDMENT :Electrotherm, Sulekhram ,Sirhind, Kamdhenu

Ispat or equivalent as approved by consultant or competent authority The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge. The Contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the Contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work within three

days.

STRUCTURAL STEEL : TATA, ASIAN, JINDAL or Equivalent as Approved

by Engg. In Charge

BRICK : Compressive strength Avg. 35 KG. Per sq.CM.

SAND :As per Mix design for concrete work or zone-II.

For Masonry and plaster work zone – III

COURSE AGGREGATE :Sevaliya or Equivalent, Approved quarry

WATER PROOFING CHEMICAL :Dr. Fixit(Pidilite), Poly Flex, CETCON or Equivalent

as Approved by Engg. In Charge.

TILE FOR CHINA MOSAIC :Somany, Dell, AGL, Johnson or Equivalent as

Approved by Engg. In Charge

Note.

All the Material to be approved and tested as per latest relevant IS, prior to execution the work Material not mentioned in above list should confirm to latest relevant IS revision



13.3 MATERIAL SPECIFICATION

Name of Work: PROVIDING AND LAYING CHINA MOSAIC FLOORING AND

NECESSARY CIVIL WORK ON THE TERRACE OF HOSPITAL

BUILDING OF AMC DENTAL COLLEGE.

MATERIALS

Materials shall be of the best approved quality obtainable and they shall comply with the respective latest Indian Standard Specifications.

- i. Samples of all materials shall be got approved before placing order and the approved Sample shall be deposited with Engineer In charge.
- ii. In case of non-availability of materials in metric size in FPS units shall be provided with the prior approval of the AMC Dental College & Hospital for which neither extra will be paid nor shall any rebate be recovered.
- iii. If directed, materials shall be tested in any approved Testing Laboratory and the test Certificate in original shall be submitted to the Architect and the entire charges connected with testing including charges for testing for repeated tests if ordered, shall be borne by the Contractor.
- iv. It shall be obligatory for the Contractor to furnish certificate, if demanded by Architect, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- v. All materials supplied by the Employer/ any other specialist firms shall be Properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
- vi. Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities or Special Specifications, the quality of materials, workmanship, dimensions etc. Shall be as specified here in under.
- vii. All equipment and facilities for carrying out field tests on materials shall be provided by the Contractors without any extra cost,
- viii. Wherever the specifications/brand of items vary, superior of the two shall be

Followed for which the AMC Medical Education Trust's decision will be final and binding.

Material Specification can be Available from

Ahmedabad Municipal Corporation web side : www. egovamc.com & www.ahmedabadcity.gov.in



13.4 <u>TECHNICAL SPECIFICATION</u>

Name of Work: PROVIDING AND LAYING CHINA MOSAIC FLOORING AND

NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL

BUILDING OF AMC DENTAL COLLEGE.

DETAILED GENERAL TECHNICAL SPECIFICATIONS FOR BUILDING WORKS Except Tender Item No. 03

Book Section	Building Items		
4	Excavation		
5	Plain R.C.C. works		
6	Brick Masonry Works		
7	Stone Masonry Works		
9	Centering and formwork		
10	Wood work, Doors and Windows		
11	Steel shutters, Windows, Ventilators		
12	Lab. for fixing fixtures and fastenings		
13	Glazing		
14	Paving and Floor Finishes		
15	Roof Covering		
16	Ceiling and Lining		
17	Plastering and Pointing		
18	White washing and Distempering		
19	Painting and Polishing		
20	Demolition and Dismantling		
21	Repairs to Buildings		
22	Miscellaneous Buildings		
23	Water Supply, plumbing and Sanitary Fittings		
24	Drainage and Sewerage		

Source: Gujarat Book Stores (P) Ltd. B-20, District shopping center, sector21, Gandhinagar Or the Above Building Technical Specification can be Available from:

Ahmedabad Municipal Corporation web side: www.egovamc.com & www.ahmedabadcity.gov.in

STANDARD DETAILED TECHNICAL SPECIFICATION OF ITEMS

Name of work:- PROVIDING AND LAYING CHINA MOSAIC FLOORING AND NECESSARY CIVIL WORK ON TERRACE OF THE HOSPITAL BUILDING OF AMC DENTAL COLLEGE.

Item No.: 03 Providing and applying two component acrylic polymer modified symentanious coating on RCC or BBCC surface including cleaning the surface removal of loose particles & debrises from the top surface of slab, wall etc. then after applying of brush application of Acrylic cementitious self curing water proofing system - Brush coat in two layers of 2-3 mm thick thickness in such a way that 1st & 2nd coat would be in perpendicular direction etc. complete as per direction of Engineer in charge.

1.0 Materials :

1.1 Two component Acrylic polymer

2.0 Procedure:

2.1 Before the Applying two component acrylic polymer modified symentanious coating on RCC or BBCC surface including cleaning the surface removal of loose particles & debrises from the top surface of slab, wall etc. then after applying of brush application of Acrylic cementitious self curing water proofing system - Brush coat in two layers of 2-3 mm thick thickness in such a way that 1st & 2nd coat would be in perpendicular direction etc. complete as per direction of Engineer in charge.

3.0 Inclusion

A guarantee bond on appropriately stamped paper shall be given by the contractor to the department in the manner and form prescribed below:

FORM OF GUARANTEE BOND

"I/We......(Contractor) hereby guarantee that work will remain unaffected and will not be in any way leakage of water and damaged by water or any other of similar type for period of 05 years after completion of the work of Acrylic water proofing. This guarantee shall remain for the period of 05 year from the completion of the work under the contract and it shall remain binding to the contractor for period of 05 years.

4.0 Mode of Measurement and Payment

4.1 The rate shall be for a unit of one sq. meter.

