

CONTRACT NO.

GUJARAT WATERSUPPLY & SEWERAGE BOARD

GANDHINAGAR

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)



Name of work

VOLUME - IA

TECHNICAL BID

1. Bid documents for "Providing, Supplying, Lowering Laying and Jointing of 90mm dia. PVC Pipeline, Const. of RCC U.G. Sump Cap. 1.00 Lac Litre and Pump Cabin (2m x 2m) for Dalitvas (Dhori) Under SCSP Programme 2024-25.."

Estimated Cost: Rs.9,79,235.27

Executive Engineer
Public Health Works Division
Gujarat Water Supply & Sewerage Board
Bhuj – Kutch.

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VOLUME IA: TECHNICAL BID

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TECHNICAL BID

SECTION-I

TENDER NOTICE

Executive Engineer
Public Health Works Division,
Gujarat Water Supply & Sewerage Board
Bhuj – Kutch.

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TENDER NOTICE

As per NIT Online

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VOLUME - IA

SECTION-II

INSTRUCTIONS TO BIDDERS

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SECTION - II

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 GENERAL:

1. **Online tenders are invited for this work** from the contractors who are registered in "**As per NIT**" Class in R&B Department or Narmada Water Resources, Water Supply & Kalpsar Department and the other bidders equivalent of class in Government (State/Central), Board, Corporation, and Government Undertaking / Organisations of State & Central Government including all Public Sector Units.
 - (i) The concerned Contractor shall submit the certificate of registration as in concerned State/ Government bodies/ Authority along with the tender.
 - (ii) CPWD/ Railway and other State Governments equivalent to class "**As per NIT**" of Gujarat State/ Other Contractors who are registered in Board, Corporation, and Government Undertaking / Organisations of state & central Government including all Public Sector Units equivalent to "**As per NIT**" class of Gujarat state having the above stated criteria, such Contractor shall have;
 - a) to apply on or before the last date of submission of tender documents to get himself registered in "**As per NIT**" class in Government of Gujarat (R&B Department or Water Resources Department or GWSSB) ;
 - b) to obtain registration in "**As per NIT**" class before the date of finalization of work order of project contract to be issued, if awarded;
 - c) the proof of application for Registration in "**As per NIT**" class shall have to be uploaded with the Tender documents ;

Failure of taking action mentioned above for (a) and (c) the concerned contractor shall be disqualified and for (b) earnest money deposit shall be forfeited.

1.1 SPECIAL ATTENTION

- (i) **This tender consists for the work as mentioned in online NIT.**
- (ii) A pre- bid conference for the works, open to all intending bidders, shall be held on the date & venue as mentioned in the Tender Notice.
- (iii) All Bidders are urged to submit a written request immediately upon receipt of the tender documents for the matter where clarification and/or additional

information are desired, along with the details of work. The request shall be submitted not less than four days in advance of the pre-bid conference.

- (iv) The tender document shall be submitted as per procedure laid down in Section-II, Para No. 26, for submission of tender.
- (v) Tender Fee, Earnest money deposit details & scanned copy shall be submitted as prescribed on line and after submission online, in form specified shall be submitted in office of "Executive Engineer, P.H. Works Division, GWSSB, Bhuj, Dist : Kutch. as per details given online in sealed envelope. If earnest money deposit is not received within prescribed time limit the bid shall be rejected.
- (vi) Tender shall be opened as per procedure laid down in this Section-II, clause 28 and as per detailed tender notice.
- (vii) All Bidders are cautioned that e-tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non- responsive.
- (viii) Conditional offer will be out right rejected. No condition shall be included in tender.
- (ix) Alternative tenders are not acceptable.
- (x) Qualification of bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.
- (xi) Bidders shall have to declare regarding the tender submitted in the prescribed format.
- (xii) The department reserves the right to qualify/ disqualify any applicant without assigning any reason thereof.
- (xiii) **The bidder shall be disqualified if;**
 - a. The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or

- b. A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- c. The Bidder has been blacklisted by any Government/ Non-Government / Private agencies/Organizations/Institutions/Government Undertakings and funding Agencies in the last 05 years.

The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

The bidder should submit undertaking on non-judicial stamp paper of Rs. 100/- duly attested by notary public regarding document submitted, are true. Board would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

- (xiv) If the bidder has submitted tender fee and EMD on line & in hard copy, the request of the bidder for not opening of bid shall not be accepted in any circumstances.
- (xv) If bidder has not submitted in original, tender fee and E.M.D. offline, but same is scanned and submitted with his bid online or vice versa within stipulated period, to the designated officer as per Tender document, the bid shall be liable to be considered as non-responsive.
- (xvi) All those documents which are scanned and submitted should be numbered chronologically and with their reference in the self-appraisal of P.Q. will have to be given for the proof of qualification.
- (xvii) The bidder, whose contracts are earlier terminated on account of poor performance in GWSSB / GWIL works, will not be eligible for this tender.
- (xviii) Any bidder who has been barred by the state/central government or any entity control by them (Controlling Stake) from participating in any project and the bar subsists as on the day of issue of notice inviting tender and/or submission of bid, the bidder shall not be eligible to submit the tender document either

individually or as a member of consortium. However the bidder submits the bid, the tender shall not be considered for evaluation.

~~(xix) The experience of works executed in Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall only be considered for evaluation.~~

~~The experience certificate from the client equivalent to not below the rank of Executive Engineer shall only be considered. In case of work under Nagar palika the certificate shall be issued by Chief officer. The experience of sublet works / in house / private / foreign work shall not be considered. The bidder who had already applied as a prime contractor for the same tender shall not be eligible to apply under joint venture.~~

- (xx) Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the central/ state govt. in accordance with sub clause 45.1 (c) or not in the list of black listed contractors announced by Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units.
- (xxi) Bidder (individual or any member in case of JV/ consortium) shall not have suffered bankruptcy/ insolvency during the last 5 years. For this, Certificate of CA appointed by the bidder must be produced along with a self affidavit to same effect of prescribed stamp paper of affidavit.
- (xxii) Memorandum of Understanding (MOU) shall be done before online submission of BID to GWSSB.
- (xxiii) The approved Vendor list for the Civil/Mechanical/Electrical/Instrumentation and other equipments is available on GWSSB's official website at <http://www.gwssb.gujarat.gov.in>. The Vendor list as available on the date of submission of the BID and in future at the time of approval of QAP, the latest or amended vendor list shall be applicable & considered for executing the job.
- (xxiv) **GWSSB shall provide ROU (Right of Use) of adequate width for laying of pipeline once as per availability. During excavation, laying, back filling, any**

damages to the hidden object beneath the earth like pipelines, cables etc. shall be the responsibility of contractor. The contractor has to rectify the same without any financial implication on GWSSB within stipulated time as instructed by EIC. The crop compensation only for single time is the responsibility of GWSSB.

However, if any delay, due to any reasons in contractor's part, if the next crop compensation is required to be paid, it will be the responsibility of the contractor and in event of failure by contractor, to do so, GWSSB shall deduct and recover the same amount from contractor's bills. Any damage in the area beyond the of ROU, will be responsibility of the contractor. After successful completion of the pipeline works like laying, excavation, back filling etc the contractor is also required to level the field where pipelines are laid in original condition with caution.

Further ROU (Right to Use) in terms of length shall be provided as per site availability by GWSSB and it may be in selective available length also. Any demand by the contractor to get continuous length to start the work will not be considered by GWSSB under any circumstances.

- (xxv) The contractor shall have to pay the labour registration fee of Rs. 25/labour and annual contribution of Rs. 75.00 vide Ref: PB/Monitoring Cell/ Standard Contract Document/2013-14/2294, Dated: 07/09/2013. (Circular Enclosed).
- (xxvi) It shall be the sole discretion of the competent authority to decide the total numbers of packages for evaluation/award to the bidder based on the facts and circumstances of the cases.

This will be based on the least cost combination and as may be the most advantageous to GWSSB and shall be final and binding to all the bidders.

- (xxvii) In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve months (12) from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

~~(xxviii) The Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 Months after the completion of whole Physical work and 60 months for O&M under the contract and for all other bidders. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged /determined by the competent authority of GWSSB.~~

(xxix) Since this is an EPC contract, the bidders are to quote their rates based on the actual market scenario. Any rates which are found to be abnormal higher/lower or unworkable shall lead to rejection of the bid. The decision of the GWSSB shall be final and legally binding to all the bidder.

(xxx) Excise duty exemption certificate - NOT APPLICABLE

(xxxi) The Employer wishes to clarify that regardless of the contents of a bid, the successful Bidder shall be required to conform in all respects to the requirements of the Contract, and all proposals shall be subject to the approval of the Engineer In-charge. Acceptance of the Bidder's proposal for the purposes of bid evaluation and award of tender shall not be construed as approval by the GWSSB. All details will subsequently be subject to the approval of the Engineer In-charge during execution of the Contract. No claim for additional payments shall be entertained, other than in accordance with the Contract

(xxxii) The Contractor shall completely indemnify and hold harmless GWSSB and its employees against any liability, all claims by statutory authorities, losses under various Labour Laws, statutes or any civil or criminal laws in connection with employees deployed by him or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to GWSSB.

1.2 GENERAL DESCRIPTION OF THE WORK

This is a bid documents for the work mentioned in online NIT

~~The successful bidder shall have to undertake working surveys, routesurveys for ascertaining the terrain and planning the. The Contractor shall carry out all the hydraulic design, and submit to client or their representative, along with all the good for construction drawing for review and approval before executive the same. This is~~

~~applicable to all the components of this project. The successful bidder shall have to prepare and submit 'As built Drawings' depicting the exact construction carried out on site, in soft and hard copy format.~~

All the statutory charges & other charges such as fees, insurance, damage, NOC etc. for laying of pipeline below railway, NH, SH and all other roads and other crossings are to be paid by the GWSSB.

~~After the successful commissioning of the scheme, the contractor shall operate and maintain the system for 05 years. This includes carrying out necessary repairs of equipment, which meet original specifications; replacement of any components required for smooth running of the system, etc. during O&M period, the replacement of the items should be of the same specifications as in the original contract documents. Efficiency of all the systems as considered for design should be maintained throughout the O & M period. The power factor should be maintained throughout the maintenance period.~~

The detailed description of the works is included in the "Extent of Work" under Volume-II (B).

PARTICULARS PROVISIONAL

The particulars of the proposed works given as well as in the accompanying brief note are provisional and must be considered only as advance information to assist applicants.

1.2 DEFINITION

In this document the following words and expressions have the meaning hereby assigned to them.

1.2.1. BIDDER / TENDERER / APPLICANT:

Means individual, proprietary firm, firm in partnership, Limited Company, Corporation or group of firms (not exceeding three) forming a joint venture, MOU partner applying to become eligible to tender.

1.2.2. ONLINE :

Any activity that is done on website is referred as 'online' activity for e.g., Submission of Bid online would mean that technical & price Bid has to be submitted on website.

1.2.3. OFFLINE :

Any activity that is done in conventional route is referred as 'Offline' activity for e.g. “Submission of Tender fee, Earnest Money Deposit , Registration Certificate, Solvency Certificate, etc in Offline mode” would mean that the tender fee, Earnest Money Deposit, Registration Certificate, Solvency Certificate etc is to be Submitted to the Office of the concerned Executive Engineer physically.

1.2.4. E- TENDER :

Tender in which the bidder can participate online by means of logging in onto the respective website is called E- Tender.

1.2.5. DIGITAL SIGNATURE :

Any electronic documents, which contains encrypted message digest using hash algorithm and Tender public key is known as Digitally Signed Documents and the process of generating such document is called digitally signing it.

1.2.6. SCANNED COPY :

Electronic Copy of any document generated using a Scanner is called scanned copy.

1.2.7. SYSTEM :

Means the computer which hosts the website (www.gwssb.nprocure.com), using which Bidder participates in the tendering process.

1.2.8. UPLOAD :

The process of transferring electronic document from Bidder's computer using internet connection to the website (www.gwssb.nprocure.com) is called uploading.

1.2.9. IT ACT-2000:

Means Information Technology Act, 2000 of Government of India

1.2.10. APPROVED / APPROVAL:

Means approval in writing.

1.2.11. B.I.S:

Means Bureau of Indian Standards.

1.2.12. Deleted

1.2.13. CONSTRUCTION PLANT:

Means all equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of the primary work or temporary works but does not include materials or other things intended to form or forming part of permanent work.

1.2.14. CONTRACT:

Means the instruction and information to bidders, general and special conditions of contract, specifications, drawings, ,schedules of quantities & tender prices, other parts of the Bid Document, the formal agreement between the employer and contractor and all addenda and attachments related to the above.

1.2.15. CONTRACTOR:

Means the bidder with whom the contract has been made for executing the works.

1.2.16. CONTRACT PRICE / CONTRACT AMOUNT :

Means the agreed amount stated in the Contract Agreement for Providing, laying, Designing, Construction & Commissioning including O&M of the works for the stipulated period and to remedy of any defects, and includes adjustments (if any) in accordance with the Contract.

1.2.17. CONTRACTOR'S EQUIPMENT:

Means all equipment, tools, apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary works, Departmental equipment (if any) or plant, materials and any other things intended to form or forming part of the permanent works.

1.2.18. COMPLIANCE WITH LAWS:

The Contractor shall, in performing the Contract, comply with all applicable Laws related to all actions of his obligation as per the contract.

1.2.19. CONTRACTOR'S OBLIGATIONS:

Means the obligation to execute the Project in all its entirety and shall, without limitation, include Operation and Maintenance.

1.2.20. CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS:

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's requirements and other documents made by (or on behalf of) the employer. The contractor may, at his own cost, copy, use, and obtain communication of these documents for the purposes of the contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.2.21. COUNTRY:

Means the Country in which the site (or most of it) is located, where the Permanent Works are to be executed.

1.2.22. DAY:

Means a day from midnight to midnight.

1.2.23. DEFECTS LIABILITY PERIOD:

Means the period of One year from the certified date of completion of work.

1.2.24. DRAWINGS:

Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Executive Engineer, and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.

1.2.25. EMPLOYER / OWNER / DEPARTMENT:

Gujarat Water Supply & Sewerage Board Gujarat or the person named as Employer or Owner in the Contract Agreement and the legal successor in title to this person.

1.2.26. EMPLOYER'S EQUIPMENT:

Means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer's requirements but does not include plant which has not been taken over by the Employer.

1.2.27. EMPLOYER'S USE OF CONTRACTOR'S DOCUMENT:

As between the Parties, the Contractor shall retain the copyright and other intellectual property right of the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed by signing the Contract to give the Employer a non-terminable, transferable, non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works.
- Entitle any person in proper possession of the relevant part of the works to copy, use and communicate the Contractor's documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the works, and
- In the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the site and other places as envisaged by the Contract, including replacements of an computers supplied by the Contractor. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.2.28. ENGINEER-IN-CHARGE:

Means the Engineer-in-Charge of the works, or in-charge of specified parts of the works under the contract or such other assistants or sub-ordinates to whom the

Engineer-in Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.

The contractor will be given a copy of the GWSSB's authorization designating the Engineer-in-charge by name and delegating him his authority, at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such assistants or sub-ordinates, except in respect of supervision to ensure compliance of the contract conditions.

1.2.29. EXECUTIVE ENGINEER:

Means the Executive Engineer in overall charge of the works i.e. Engineer In-Charge.

1.2.30. FACILITY:

Means the entire system to be designed and constructed in accordance with the provisions hereof, including the equipments, buildings, structures, ramps, pits, pipes, pipeline appurtenances, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, adjustments, replacements and repairs as may be made thereto from time to time.

1.2.31. GOODS:

Means Contractor's Equipment, Materials, Plant and Temporary Works, all or any of them as appropriate.

1.2.32. GOVERNMENTAL AUTHORITY / GOVERNMENT:

Means any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any Government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self-regulatory organisation.

1.2.33. JOINT AND SEVERAL LIABILITIES:

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- These persons shall be deemed to be Jointly and Severally liable to the Employer for the performance of the contract.
- These persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and

The contractor shall not alter its composition or legal status without the Prior consent of the Employer.

1.2.34. LAWS:

Means and includes all the provisions of all National (or state) legislation, Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgements awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi- Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time.

1.2.35. MAINTENANCE STANDARD:

Means the requirements for maintaining, repairing, and renewing the Facility:

- As set forth in the O&M Manual; bidder shall provide this at the time of commissioning of the project.
- Required pursuant to applicable Law;
- As may be necessary for keeping the facility in a satisfactory working condition such that the Facility will continuously comply with the Operation Standard; and
- As may be necessary to ensure that the Facility shall continuously be in an optimum working condition and state in relation with the lifetime of the Facility.

1.2.36. MATERIALS:

Means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply (only materials if any) to be supplied by the Contractor under the Contract.

1.2.37. MATERIAL SUPPLIER:

Means the person who supplies goods or services. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables also called vendor.

1.2.38. MONTH:

Means from the beginning of a given date of calendar month to the end of preceding date of the next calendar month.

1.2.39. O & M MANUAL:

Means the final Manual for the Operation and Maintenance of the Facility to be prepared in accordance with the requirements of Bid Documents.

1.2.40. OPERATION AND MAINTENANCE OBLIGATIONS:

Mean the obligation of the Contractor pursuant to the agreement to operate and maintain the facility on and from the start date of O&M until the date of completion of this Agreement.

1.2.41. OPERATION AND MAINTENANCE PERIOD:

Means the time period after the issue of Successful Commissioning Certificate and continuing for the term of the Agreement.

1.2.42. OPERATION AND MAINTENANCE PRICE:

Means the amount payable by the Employer to the Contractor, towards fulfilment of the Contractor's Operation and Maintenance Obligations.

1.2.43. OPERATION STANDARD: Means

- The Performance Guarantees;
- All applicable Laws;
- All of the requirements, policies and procedures set forth in the O & M Manual
- All other operational requirements set forth in this Agreement.

1.2.44. PERFORMANCE GUARANTEES:

Means the List of Guarantees offered / provided by the Contractor in his Bid Submission pursuant of the Bid Documents.

1.2.45. PERMANENT WORKS:

Means the works to be designed and executed by the Contractor under the Contract.

1.2.46. PIPE SUPPLIER:

Means the person that supplies pipes.

1.2.47. RUPEE:

Means Indian National Rupees (INR)

1.2.48. SITE:

Means the specific areas / lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in the Contract or subsequently approved as forming part of the site.

1.2.49. TAKING OVER:

Means, the Owner shall take over the project after contractual completion of the O&M period and meeting all contractual obligations, Terms & Conditions as agreed by the contractor.

1.2.50. TEMPORARY WORKS:

Means all temporary works of every kind required for successful execution of the Contract.

1.2.51. TESTS ON COMPLETION:

Means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out (Test on Completion) before the works or a section (as the case may be) are taken over by the Employer.

1.2.52. WEEK:

Means seven consecutive days.

1.2.53. WORKS:

Means the works / action to be executed in accordance with the contract.

1.2.54. COMMISSIONING:

~~Means the successful operation of the project after successfully running for a period of Month as a part of trial run.~~

1.2.55. COMPLETION:

~~Means the date of successfully commissioning of all the equipment/components in totality included in the scheme after satisfactory running forMonth as a part of trial run.~~

1.2.56 TRIAL RUN/ TRIAL OPERATION: Not applicable

“Trial Run/ Trial operation” shall demonstrate that the works or section perform reliably and in accordance with the contract.

1.2.57 SUBSTANTIAL COMPLETION:

Substantial Completion of the works means when the work or designated portion thereof is sufficiently completed in accordance with the contract except for any minor outstanding works and defects which will not substantially affect the use of works or section for their intended purpose.

1.3 BID INVITATION:

Means the call / invite by The Gujarat Water Supply & Sewerage Board (hereinafter referred to as "The Employer" or GWSSB) from all interested and eligible bidders for Water Supply/drainage Schemes as per Tender Notice.

1.4 DOWNLOAD OF TENDER DOCUMENTS:

The tender documents are available in electronic form, from the website www.gwssb.nprocure.com. Interested bidders can view these tender documents online, and can down load tender documents.

1.5 Particular Provisional

The particulars of the proposed works given herein as well in the accompanying brief note are provisional and must be considered only as advance information to assist applicants.

1.6 Present Status of the Work:

This is a proposed water supply scheme needs to be designed and executed as per the specifications and BOQ etc.

2 Time of Performance:

The successful bidder will be expected to complete the works within 12 Months (Including Monsoons), as per time limit given in memorandum of work from the date of Letter of Intent.

3.0 Project Implementing Agency:

The "Gujarat Water Supply & Sewerage Board" shall be the project implementing agency. This contract shall be administered and managed by ".Executive Engineer, P.H.Works Division, Bhuj, Kutch" for and on behalf of Gujarat Water Supply & Sewerage Board and shall act as the "Engineer In-charge."

4.0 Allocation of Risk & Responsibilities:

4.1 Contractor:

- a) The preliminary designs and details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Bidder shall be responsible to verify/ examine/ check and make his own assessment of the site, site data, soil data and the schematic details shown in the bid documents based on his own investigations and/ or additional surveys, if required, at bidder's own cost.

The contractor shall be responsible to make good and bring to original position road and land surface, etc. damaged during laying of pipelines and construction of structures or while carrying out any activities related to this contract, at his cost.

The Contractor shall be responsible for all the damages that may occur during the execution of the work, to the underground cables, power lines, telephone lines, other water/sewer lines and other infrastructure facilities etc. while executing the works under this contract and shall bear all costs relating to repairs / replacements.

- b) The contractor shall be responsible for failure of any components of the works executed by him during the full period of contract and the defect liability period. The contractor shall have to replace defective/ damaged/non-standard components of the executed works as may be identified by the engineer in charge at the cost of the contractor.

The Contractor will prepare and present interim/running and final bills.

The Contractor shall be responsible for the safety and performance of all civil and other structure up to the end of period of defect liability period. The damages/defects identified by the "Engineer in charge" shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement/ reconstruction shall be done by the contractor at his cost and risk.

The defects liability period shall commence from the date of successful commissioning of physical work and will be 1 year from the certified date of completion of physical work.

- c) On successful completion of works as per the contract and successful commissioning, ~~contractor shall start Operation & Maintenance of the system.~~

5 The Employer:

- a) The Gujarat Water Supply & Sewerage Board assures all participants for the contract that, adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs of the construction contracts in accordance with the provisions of tender documents.

All the material shall be inspected by GWSSB internal system and/or through Third Party Agency appointed by the board.

GWSSB will provide indicative drawings and design parameters as may be required for works to be designed by the contractor.

GWSSB will approve and pay all interim/ running/final bills presented by the Contractor after due verification against the provisions of contract.

GWSSB will be responsible to get all statutory permissions and clearances from the concerned central/ state or local statutory authorities. However, the contractor shall have to manage the day-to-day co-ordination and follow up activities based on these clearances on site. Gujarat Water Supply & Sewerage Board shall provide required help and assistance for such day-to-day activities.

The GWSSB will make available land for laying the pipeline & will be responsible for payment of crop compensation etc. in case of laying the pipeline in private/ government land. However, once clearance/ possession is obtained and established through mutual consent of the owner, its day-to-day management on site shall be the

responsibility of the contractor for which GWSSB shall provide only necessary help and assistance.

- b) All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.
- c) A copy of the available reports and data has been kept for reference in the office of: (Name, Address, Contact Person & nos. of Executing Authority as per appendix to bid details)

6. ONE BID PER BIDDER:

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid under this proceed will cause all those bids to be rejected.

7. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of its bid, up to acceptance of the offer. The Employer will in no case be responsible or liable for those costs.

8. SITE VISIT:

- 8.1 The bidder is advised to depute a suitable team to visit and examine the Site of Works and its surroundings for fully understanding of the job and ascertain the difficulties that may be encountered during execution of the works and for obtaining for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the Site shall be entirely at bidder's own expense.

.8.2 COMMUNICATION:

8.2.1. AIRPORTS:

Ahmedabad is the nearest domestic Airport near site. Everyday there are flights on Delhi-Ahmedabad-Mumbai route.

8.2.2. Railway:

The Railway station is at Bhuj, is connected to Ahmedabad, Mumbai & Delhi. All the district places of the state are connected by railways.

8.2.3. Roads:

All the districts and taluka places including cities are connected with well defined road networks.

9 DETAILS OF APPROACH

Approach to the site of works: The bidder has to make own arrangements for approaching the site

10 GENERAL FACILITIES

10.1. Hotel/ Guest House Facilities:

At Bhuj, hotels up to 3 star standard and Government Circuit house are available. The Govt. Circuit houses are available at all district places.

10.2. Housing:

The GWSSB has not envisaged any provision of house colony for contractors. The contractor, therefore, has to make his own arrangement for housing his staff and labourers.

10.3. Marketing facilities

Marketing facilities for day-to-day needs are generally available. Special & major marketing centres are in nearby Bhuj etc.

10.4. Water Supply

The contractor shall have to make his own arrangement for water supply for work as well as for colonies of camps which may be established by him.

10.5. Medical Aids

Government and private Hospital facilities are available at all districts. However, the contractor will have to make own arrangement for Medical services for his labour and staff.

10.6. Electric Power

The contractor will have to arrange with Gujarat Electricity Board, Gujarat for his power requirements during construction phase. All charges for the use of power including maintenance shall be borne by the contractor and paid directly to the concerned authorities. He shall comply with all the requirements for purchase and use of electric power.

10.7. Post. Telegraph and Telephones

Post and Telephone services are available for public use at all district places.

10.8. Supply of Diesel, petrol and Oil

Petrol and diesel pumps are installed by private agencies in all district places. The contractor shall have to make his own arrangement for procuring the lubricants required by him.

11 CLIMATE AND WORKING SEASON

11.1. Temperature

Gujarat State has tropical climate. The daily minimum temperature ranges from 5° Celsius in December- January to 27° Celsius in April-May. The daily maximum temperature varies from 30 Degree Celsius in December- January to 47 Degree Celsius in April -May.

11.2. Rainfall

Average annual Rainfall ranges from less than 800 to 1200 mm. About 95% of rainfall occurs during the months June to September leaving remaining period of the year almost dry.

11.3. Working Season:

Since rainfall is spread over the period starting from middle of June to the end of September, It is generally not contentions and intense except for few days.

The above information of Climate of the project area is given only as helping information in good faith and GWSSB does not carry any liability for providing this information. The interested parties may refer the reports and forecast issued by the Indian Meteorological Department or other weather agencies for their use.

11.4 Excess over Tender Quantities, Extra Items and Variations. :

In addition to clause 14 of General Condition of Contract,

The Project is conceived to deliver drinking water to the beneficiary. The contractor shall be bound to carry out any additional work which is not included in scope of tender in order to ful-fill the above requirement. Payment for any addition and or alteration shall be made as per the condition stated in the tender and shall be bidding to the contractor.

B. BIDDING DOCUMENTS

12. CONTENT OF BIDDING DOCUMENTS

12.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued there to in accordance with Clause 14.

VOLUME: IA	<ul style="list-style-type: none"> • Section I : Tender Notice • Section II : Instruction to Bidders • Section III : Qualification criteria & Evaluation Procedure • Section IV : Qualification data sheet to be filled up by the Bidder
VOLUME - I B	<ul style="list-style-type: none"> • General conditions and conditions of particular applications
VOLUME - II:	<ul style="list-style-type: none"> • 2A Extent of works • 2B Tech. Specifications/ work specifications • 2C Tech. Specification for Electro-mechanical Works • 2D Tech. Data Sheets
VOLUME -III	<ul style="list-style-type: none"> • Price bid • Bid Form • Price Schedule
VOLUME-IV	<ul style="list-style-type: none"> • Bid Drawings
VOLUME-V	• Conditions of Contract for Operation and Maintenance

12.2 The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to **Clause 28** under “E. Opening of Tender” bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

13 CLARIFICATION OF BIDDING DOCUMENT:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which it receives earlier than 4 days prior to Pre-bid meeting. Copies of the Employer's response, including a description of the enquiry, will be communicated on www.gwssb.nprocure.com.

14. AMENDMENTS OF BIDDING DOCUMENTS:

- 14.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by issuing amendment.
- 14.2 Any addendum/amendment thus issued shall be part of the bidding documents pursuant to Sub-Clause 12.1, and shall be communicated on www.gwssb.nprocure.com
- 14.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 26, Submission of Tender.
- 14.4 All amendments and modifications issued by the Employer shall be deemed to be integral part of the contract to be signed with the successful bidder.

C. PREPARATION OF BIDS

15. 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.

16. DOCUMENTS COMPRISING THE BID:

- 16.1 The bid submitted by the bidder shall comprise one/~~two~~ envelope/~~s~~ submitted simultaneously, ~~one containing only the "Technical Proposal" and the other the "Price Proposal"~~.
- 16.2 The technical proposal shall contain the following;
 - (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
 - (ii) Power of Attorney
 - (iii) ~~Information on Qualification~~

- ~~(iv) Confirmation of Eligibility~~
- ~~(v) Schedule of Major items of equipments~~
- ~~(vi) Schedule of major items of Constructional plant~~
- ~~(vii) Schedule of key personnel~~
- (viii) Schedule of compliance with the bidding documents
- ~~(ix) Schedule of construction facilities~~
- ~~(x) Schedule of construction method~~
- (xi) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders.
- (xii) Form of Bid Security

16.3 The price proposal shall contain the following;

- (i) Bid form for price proposal and Appendix to price proposal;
- (ii) Schedule of prices:
- (iii) Schedule of Payment
- (iv) Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

17. BID FORM & PRICE SCHEDULE:

The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clause 15 and Clause 16.

18. BID PRICES:

18.1 Unless specified otherwise in Employer's requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.

18.2 The bidders shall have to give detailed rate analysis in justification of the prices as may be required by the employer as a part of the evaluation process, if so desired by the employer.

19. BID CURRENCIES:

The prices shall be quoted on fixed and firm price basis in Indian currency i.e. Indian currency (INR) Only.

20. BID VALIDITY:

20.1 Bids shall remain valid for a period as mentioned in online NIT.

20.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

21 BID SECURITY:

21.1 The bidder shall furnish, as part of its bid with the technical proposal, a bid security amount as specified in the Tender Notice.

21.2 The bid security shall, at the bidder's option, be in one of the following form:

(a) A Demand Draft payable to the officer inviting bid as per tender notice and issued by short listed bank as per tender notice.

(b) Fixed deposit receipt pledged in the name of the officer inviting bid as per tender notice and issued by short listed bank as per tender notice and valid up to 28 days from the date of closure of the bid validity period mentioned in online NIT.

~~(c) Unequivocal and unconditional Bank Guarantee in the prescribed format given in this document issued by short listed bank as per tender notice and valid up to 21 days from the date of closure of the bid validity period mentioned in online NIT. The format of the bank guarantee shall be in accordance with the sample form included in Section IV as Form 19. Other formats may be permitted subject to the prior approval of the Employer. The bid security shall remain valid for 21 days beyond the original validity period for the bid and beyond any period of extension subsequently requested under Sub-Clause 20.2, i.e. (AS per NIT)~~

21.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.

21.4 The bid securities of unsuccessful bidders will be returned as promptly as possible.

21.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.

21.6 Within 10days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the Contract and attend the office of the Engineer In-charge for execution of the Contract documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works for three years.

21.6 The bid security may be forfeited;

- (a) If the bidder withdraws its bid, during bid validity period specified
- (b) If any document submitted by the bidder are false and fraudulent
- (c) If the successful bidder fails
 - i. To furnish security deposit in accordance with the relevant clause in the bid.
 - ii. To sign the contract with in time limit specified in the bid.

21.7 In case of forfeiture of EMD, Bidder shall be disqualified and shall not be allowed to bid for further works under GWSSB/GWILfor three years.

22. ALTERNATIVE PROPOSALS BY BIDDERS:

Bidders are not permitted to give any alternative offer containing technical or other alternatives. Their bid proposals shall be in total conformity of the employer's requirement as described in the bidding documents.

23 PRE- BID MEETING:

23.1 The bidder or its official representative is invited to attend a pre-bid meeting, which will take place at:

Venue : As mentioned in Tender Notice

Date : As mentioned in Tender Notice

23.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

23.3 The bidder is requested to submit any questions in writing or by cable, to reach the Employer not later than four day before the pre-bid meeting.

23.4 Minutes of the meeting, including the text of the questions raised and the responsesgiven, will be transmitted without delay to all of the bidding documents. Any modification/ corrections/ amendments to the bidding documents shall be declared after the pre-bid meeting and shall be the listed as part of the minutes of

the pre-bid meeting or separately thereafter as may be necessary. The pre bid minutes and the modifications/corrections/ amendments issued by the employer subsequent to the issue of bidding documents shall be signed with the successful bidder.

- 23.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

D. SUBMISSION OF BIDS

24 METHOD OF TENDERING:

- 24.1. If the tender is uploaded by an individual, it shall be digitally signed by the individual.
- 24.2. If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.
- 24.3. If the tender is uploaded by a firm, in partnership, it shall be digitally signed by all the partners of the firms or alternatively by a partner holding 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, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.
- 24.4. If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the powers of attorney for signing the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.
- 24.5. Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
- 24.6. The joint Venture: is as per Clause no. 34 of Section-II (Not Applicable)

If the Tender is uploaded by a consortium/group of firms, that is, Joint Venture (maximum Three firms (Lead member + 2 Other Members)the sponsoring firm, shall submit complete information required in the forms 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 completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Form-22) shall be submitted along with the Tender.

- 24.7. The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint venture shall have to upload the tender document in the name of JV only, if he wants to apply.
- 24.8. Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
- 24.9. All witnesses and sureties shall be person of status and probity their full name, occupation and addresses when they fill the vendor registration form provided in the website. www.gwssb.nprocure.com
- 24.10. In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

25 ACCOMPANIMENTS TO TENDER

The Bidder shall have to upload following documents which are digitally signed by Bidder's Digital Certificate with his tender.

- 25.1. Scanned Copy of the ~~latest Income Tax Return with~~ permanent account number (PAN) ~~and Income Tax ward where assessed.~~
- 25.2. ~~Scanned copies of client certificate showing, performance of the Bidder working with GWIL / GWSSB or any employer for ongoing works as per prescribed proforma mentioned in Section-III.~~
- 25.3. ~~A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed.~~
- 25.4. Scanned copy of Registration or renewal receipt as approved contractor of concerned state Govt./ Railway/ CPWD/Government bodies . The contractor(s) who are registered with other state Govt./ Railway/ CPWD, Government (State / Central), Board, Corporation, and Government Undertaking /Organizations of state & central Government including all Public Sector Units. Proof of application made for registration of appropriate class as mentioned in online NIT in Government of Gujarat (R&B/WRD/GWSSB) shall be submitted.
- 25.5. Scanned copies of the Power of Attorney duly authorized by a notary public, if power is delegated for signing the Bid to other person by the Bidder.
- 25.6. Scanned copy of E.M.D. in accordance with relevant clause in “Tender Notice” of tender notice and the original shall also be submitted in physical form by RPAD/Speed Post.
- 25.7. Scanned Copy of the Solvency Certificate from Bank of required amount as per Tender Notice.

- 25.8. Scanned copy of Account payee Demand Draft for Tender Fee in accordance with relevant clause of Tender Notice, and also in physical form shall also be submitted by RPAD/Speed Post/.....
- 25.9. Scanned copy of all the prescribed Forms & Annexure mentioned in Section-III, also in physical form in separate sealed cover by RPAD/Speed Post/.....in the office of The Superintending Engineer as mentioned in Tender Notice.
- ~~25.10. Scanned copy of the detailed statement of the turnover (Civil Engineering Works Only) of last seven completed financial years audited and certified by the Chartered Accountant.~~
- 25.11. The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- duly notarized regarding document submitted, are true. Board would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.
- 25.12. If the Bidder Firm is a member of a Group of Companies (with a common name), scanned copies of all relevant documents clearly indicating the stake of the bidding Firm in the equity of each firm of the Group, Turnover, Net Tangible Worth and Cash Flow of each company wherein the stake of the Bidding Firm is 51% or more in terms of equity.
- 25.13. All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorised representatives.
- 26. SUBMISSION OF TENDER:**
- 26.1. The Bidder must submit online duly filled in the entire tender document i.e. technical bid and price-bid available on website the rate and the along with other details in **Schedule B** of tender document.
- 26.2. The bidder shall fill the required details/ data/ information in the prescribed form of tender document.
- 26.3. Tender in offline mode will not be accepted.
- 26.4. The tender i.e. Technical bid and Price bid, dully filled in shall be uploaded on <https://tender.nprocure.com> up to the date and time mentioned in the Tender Notice.
- 26.5. The employer at his discretion can extend the last date for submission of tender by amending the bidding document in which case all rights and obligations of the employer and bidder will thereafter be subject to the last date as extended. The bidder shall be responsible for extending the validity of tender accordingly, failing which his bid shall be rejected as non-responsive.

- 26.6. Bidders will have to submit F.D.R. or Bank Guarantee for Earnest Money Deposit and Demand Draft of tender fee in a separate sealed envelope and other technical documents in another sealed envelope. The documents shall be submitted by RPAD/Speed Post only to the designated officer, as mentioned in the Tender Notice & submission made by courier shall not be considered. Each cover must clearly be marked with the contents i.e. **“TENDER FEE & EMD”** and **“TECHNICAL BID DOCUMENT”**

27. LATE AND DELAYED TENDER:

As a rule the system will not accept any Tender after the due date and time and hence in case of E-Tenders there will be no late tender.

27.1 STATING OF RATES

The Rates for items in Schedule - B must be submitted in figures only on the website. Amount in words will be automatically generated by system. Total amount of each item and the grand total in figures and the respective words will be automatically calculated by the Computer and displayed.

E. OPENING OF TENDER

28. OPENING OF TENDERS

The Designated Officer of GWSSB will open the e-Tender on the date as mentioned in the tender notice, if possible in his office at the address specified in the Tender Notice. The intending Bidders, if they wish may participate in online Tender opening process and view the result on <https://tender.nprocure.com> To participate in online tender opening, bidder will have to log in with his user ID and password and click on “Mark my attendance button” to view Tender result. For more details please refer “Vendor Training Manual.”

1. Opening of Technical Bid :

The designated officer of GWSSB will open technical bid first at the address specified in the Tender Notice. The evaluation of Technical Bid will be done as per **“Clause F: Evaluation of Tender”**.

2. Opening of Price Bid :

The price Bid of ONLY qualified bidders shall be opened as decided here after.

The designated Officers of GWSSB will open each price bid on or after the date and time mentioned in the Tender or time and date pre-intimated to qualified bidders on and the print out of total amount quoted in the tender along with rate quoted for each item in the Bid Schedule and the condition if any put forth by the Bidder. The Bidder

can see his price bid as well as other Bidders' entire price Bid who have participated in the E-Tender.

F. EVALUATION OF TENDER

EVALUATION & COMPARISON OF TECHNICAL PROPOSAL:

The Employer will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

QUALIFICATION

The determination will take into account the Bidder's financial, technical, production capabilities and past performance; it will be based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 24, as well as such other information as the Employer deems necessary and appropriate; and

An affirmative determination will be a prerequisite for the employer to continue with the evaluation of the technical proposal; a negative determination will result in rejection of the Bidder's bid.

TECHNICAL:

Overall completeness and compliance with the Employer's Requirements

29 EVALUATION OF TECHNICAL BIDS

- 29.1. The bidder shall be qualified on the basis of information furnished by the bidder in accordance with Clause-25 above, in support of his capability with reference to qualification criteria laid down.
- 29.2 Even though the bidder meets the above qualification criteria, he shall be disqualified if:
 - a. The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
 - b. A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - c. Bidder has been blacklisted by any Government/ Non Government / Private agencies/ Organizations/ Institutions/ Government Undertakings and funding Agencies in the last 05 years.

The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- dully attested by notary public regarding document submitted, are true. Board would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

- 29.3 During the process of evaluation the GWSSB may visit and inspect the works carried out by the bidder in order to assess the performance of the work. The bidder shall have to make arrangement for inspection of work at the respective worksite only. This shall also be considered for evaluation with reference to performance of the bidder.
- 29.4 Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work. However at the price bid evaluation stage, a careful check of the appropriate references with reference to the information submitted by the bidder will be done and in no case, a contract will be awarded to a bidder lacking in the financial criteria.

30. Evaluation of Price bid

- 30.1. Quoted Tender rates shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the contract.
- 30.2 Reasonability of Tenders' proposed method and technique of construction, construction programme, sequence of components of the work and proposed resources assigned to the work shall be seen where it has been called for in the tender.
- 30.3.(a) If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, GWSSB, may require the bidder to produce detailed rate price analysis for any of all Items of the Bid of the quantities to demonstrate the internal consistency of this rate Price with the construction methods proposed. After evaluation of the rate analysis, the GWSSB may require, that, the amount of the Performance Security set forth in "**Clause No.21 under Bid Security**" above of the contract be increased at the expense of the successful Bidder to a level sufficient to protect the GWSSB, against financial loss in the event of default of the successful Bidder under the contract.

- (b) In respect of those items for which the quoted rates are more than 10% above the overall percentage of accepted tender, the payment of such items in the running bills shall be made at rate of that item which was used for the estimate plus or minus overall variation percentage of the accepted tender plus 5% of the estimated rate of that item. The balance amount as per accepted tender rate shall be withheld from the running bills and will be released as per R&B Department Circular no .PARCH/102008/(61) dated 03-05-2013. No interest will be payable for such withheld amount. This shall be taken care by way of payment schedule and quoted rates need not be changed.
 - (c) The contract performance for actual execution and the payments to be made for the work shall be based on such bid rates as per (a) and (b) above wherever applicable for the purpose of running account bills. However the final payments shall be made based on the item wise quoted rates.
 - (d) Any decision of GWSSB regarding the interim rates at which payment shall be made in accordance with the above Clauses shall be final and binding to the Bidder.
 - (e) The application of the above clause (a)&(b) above shall be at the discretion of the employer.
- 30.4 As the work shall be executed on EPC contract basis on lump sum amount in the abstract of price schedule, however the contractor should have quoted the item wise rate in the breakup of price schedule for the purpose of running account bill. In case of variation of the quantities in any item which needs revision of rates in accordance with **"Clause No. 14, Volume-I (B)"**, the revision of rate of the particular item shall not be considered more than the quoted rate of such item.
- 30.5. To assist in the examination, evaluation and comparison of Tenders, the GWSSB may ask the Bidders individually for clarification of their tenders including break up of work done. The request for clarification and the response shall be in writing but no changes in the price or substance of the tender shall be sought, offered or permitted.
- 31 GWSSB reserves the right to accept or reject any Tender without assigning any reason.
32. **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. Any effort by a bidder to influence the Employer's processing of bids or award decisions by any way may result in the rejection of the bidder's bid.

33 PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL:

The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

34 JOINT VENTURE CONSORTIUM (JV): (Not Applicable)

35. DELETED

G. AWARD OF CONTRACT

36 SUCCESSFUL BIDDER:

The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive in terms of minimum qualification requirement and technical requirements to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be eligible & qualified in accordance with the provisions mentioned under “**Clause F. Evaluation of Tender**” in **Section-II**. A substantially evaluated responsive Tender is one, which conforms to all the terms, conditions and specifications of tender documents without material deviation or reservation. The material deviation or reservation is one,

- 36.1. Which affects in any substantial way the scope, quality or performance of the works.
- 36.2. Which limits in any substantial way inconsistent with tender documents, the Employer’s ‘right’ or the Bidder’s obligations to the contractor.
- 36.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tender.

37 EMPLOYER’S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

- 37.1. Those Tenders which do not have Digital Signature attached shall be rejected.
- 37.2. Tender without Earnest Money Deposit, will be treated as non responsive and will be out rightly rejected.
- 37.3. Notwithstanding the above, the GWSSB reserves the rights to accept or reject any bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds of the GWSSB's action.

- 37.4. In addition to the above, the Tender will also be liable to be rejected out rightly if, the Bidder or in the case of a firm, each partner or the person holding the Power of Attorney thereof does not digitally sign.

38 NOTIFICATION OF AWARD:

- 38.1 Prior to the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax by email or confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required).

39 SIGNING OF CONTRACT AGREEMENT:

- 39.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement, incorporating all agreements between the parties.
- 39.2 Within One Month of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

40 PERFORMANCE SECURITY:

- 40.1. The successful bidder shall have to pay Performance Security in the form of Unequivocal bank guarantee issued by any shortlisted bank as per Notice Inviting Tender having branch at Ahmadabad or Gandhinagar and the same shall become refundable as per Clause No. 01 under General Conditions of Contract. (Volume 1B)

41 CORRUPT OR FRAUDULENT PRACTICES:

- 41.1 The GWSSB requires that bidders/suppliers/contractors have followed the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
- (a) Defines for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practices" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or

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

- (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination 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;
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, an contract.

If at any stage it is found that bidder had hidden material information or had submitted information which is false and fraudulent shall be debarred from bidding in GWSSB/GWIL tender for three years and EMD shall be forfeited. The matter shall also be brought to notice to the registration authority of the contractor.

42 GENERAL RULES AND DIRECTIONS:

- 42.1. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on GWSSB unless it is signed by the Engineer-in-Charge.
- 42.2. The measurements of work will be taken according to the usual method in use in GWSSB and no proposal to adopt alternative methods will be accepted. The decision of the ‘Engineer-in-Charge as to what is the usual method in use in the GWSSB, will be final.
- 42.3. Under no circumstances shall any contractor be entitled to claim enhanced rate for any item covered in this Contract except price variation for specified items as per contract.
- 42.4. The Contractor shall not be permitted to tender for the work in which his near relative is working in that Division or its sub-division as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Circle Office as a Superintending Engineer Controlling that division as on date when Tender is submitted.

(Note: By the term “near relative” it is meant wife, husband, parent, and grandparent)

- 42.5. The contractor shall compulsorily furnish his latest address(es) including the latest address of his partners and place(s) of filing his/their income tax returns along with the tender (in the annexure form appended hereinafter). Any changes, if occur, in such address, during the tenure of contract, the latest address(es) shall invariably and forthwith be intimated by the Contractor to the concerned Engineer-in-Charge.
- 42.6. Receipt for payment made on account of the work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 42.7. Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Bidder and shall be submitted online.
- 42.8. Erasures and corrections:
- Persons tendering are informed that no erasures or alternations by them in the text of document downloaded from website will be allowed and such erasure and alterations will be disregarded. If there is any error in writing, Bidder can edit the same and correct it. Please refer to the Vendor Training Manual.

42.9. The contract will normally be made within Bid validity period.

43.0 DECLARATION FORM: (FORM-H)

- 43.1. In conjunction to Sub Clause 'C' under "29. Evaluation to Technical bids" the bidder should submit undertaking as per Form-H on non judicial stamp paper of Rs. 100/- duly attested by notary public regarding document submitted, are true. GWSSB would have the right to forfeit the EMD and blacklist the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

44.0 REQUIREMENTS OF A BIDDER

- 44.1 The applicant in the same name and style shall be a well established Civil/Mechanical/Electrical (as per type of the tender) Engineering Contractor and shall have Registration in the required class for the work. The agencies whose contracts have been terminated on account of non-performance / poor performance in GWSSB work and debarred contractors will not be eligible for this Tender.
- 44.2 **COMPETENCY OF TENDER:-**
- Contract will be awarded to responsive Bidders on the basis of prequalification criteria and evaluation of price-bid accordingly.
- 44.3 The Bidders/ Bidders are required to deploy the necessary machineries/ equipments (by owning/ hiring/ leasing) for the execution of work as specified in Clause 3.0, Section-III of this Volume

- 44.4 The Bidder shall employ Project Manager, Engineers, technicians and other key personnel and other Civil/Mechanical/Electrical Technical Staff as specified.

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CONTRACT NO.

GUJARAT WATERSUPPLY & SEWERAGE BOARD

GANDHINAGAR

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

VOLUME - IA

SECTION-III

QUALIFICATION CRITERIA & EVALUATION PROCEDURE

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SECTION-III

QUALIFICATION CRITERIA & EVALUATION PROCEDURE

A. GENERAL

1.0 GENERAL:

All information requested for in the down loaded forms should be furnished against the respective columns in the forms in electronic formats. If information is nil it should also be mentioned as nil or no such case. If any particular query is not applicable in case of the applicant, it should be stated as not applicable. However, the tender/ Bidders are cautioned that not giving complete information called for in the tender Documents in the form required or not giving it in clear terms or making any charge in the prescribed forms may result in the Bidder being summarily disqualified.

- 1.1 The tender's/ Bidder's name shall appear on each page of the prescribed Proforma.
- 1.2 Reference, Information and certificates from the respective clients certifying suitability, technical know-how or capability of the Bidder shall be signed by that client, in full with his name underneath in block letter and designation in that organization.
- 1.3 No further information will be entertained after submission of Tender Document unless it is called for by the GWSSB.
- 1.4 Any effort by a Bidder/Bidder to influence the GWSSB in the process of examination. Clarification, evaluation of Tender and in decision concerning qualification, may result in disqualifying the Bidder.
- 1.5 The successful per-qualification made in the case of any Bidder for any other work of GWSSB will not be considered valid for the present work.
- 1.6 The time for completion of the work is (As mentioned in Online NIT) Months from the date of 'Letter of Intent'.
- 1.7 The intending Bidders shall get himself registered with nproucre.com for obtaining his unique identification number and digital signature required for participating in the bid.
- 1.8 The bids received under this single stage, two envelope procedure, shall be assessed and evaluated based on the qualification criteria and evaluation procedure prescribed hereunder.

2.0 LIST OF ACCOMPANIMENT:

Bidder shall include following accompaniment to tender documents while submission.

2.1 Letter of transmittal (Scanned Copy)**2.2 Power of attorney:**

A power of attorney on Non Judicial stamp paper of appropriate value duly notarised by a notary public, if power is delegated for signing the bid to other persons by applicant. (Scanned Copy)

2.3 Certificate of registration:

A Certificate of registration as approved contractor of concerned State Government/ Railway/CPWD/ Government bodies. The applicant(s) who are registered with other Government (State/Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall submit proof of application made for registration for class mentioned in online NIT in Gujarat State (Scanned copy).

2.4 Supporting document:

Every blank (Fields) in the tender documents (Forms, Schedules, etc.) must be filled by the Bidder and submitted online. Tender forms which are not completed will not be accepted online use of dash (-) is not permitted. Please write “Not applicable” or “Nil” as and where required by Bidder.

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
1	Form-0	List of Submittals
2	-	Proforma for “Letter for submission of tender”.
3	Form-1	Details of organization structure of the bidder
4	Form : 2	Details of Personnel

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
5	Form - 3	Details of Machinery Equipments and work Plan
6	Form - 4	Information relating to Financial Criteria
7	Form - 5	Financial data
8	Form - 6	List of works already completed by the Bidder
9	Form - 7	Details of works on hand with Bidder
10	Form - 8	Details of experience of completed work (similar nature)
11	Form-9	Additional Information and Litigation History / Debarment / Blacklisting
12	Form - 10	Information for tenders submitted but not awarded
13	Form - 11	Certificate for experience of work
14	Form - 12	Joint Venture data
15	Form - 13	Personnel/ staff proposed for the project
16	Form - 14	Curriculum Vitae of Project Manager and all key Technical Staff
17	Form - 15	Proposed site organization and Management
18	Form - 16	Details of experience for physical qualification criteria
19	Form - 17	Approach & Methodology with conceptual design & supporting calculations of the system.
20	Form-18	Form-H (Declaration)
21	Form-19	Proforma for Bank Guarantee (EMD)
22	Form - 20	Work wise details of work completed/ in progress by the contractor.
23	Form - 21	Proforma for Performance bond/ Performance guarantee

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
		Proforma for bid security
24	Form 22	Proforma for Joint Venture Agreement
25	Form 23	"Assured Pipe Supply Declaration" (MOU with Manufacturer of MS & PVC pipe)
26	Form 24	Proforma for memorandum of understanding (MOU) with pipeline supplier (If Applicable)

~~3.0 ELIGIBILITY FOR QUALIFICATION:~~

~~3.1 The Bidder in the same name and style shall be a well established Civil Engineering contractor with at least 5 (Five) years experience and capability for construction of all types of Civil / Mechanical / Electrical Engineering works.~~

~~3.2 The Bidder in the same name and style must give evidence of having adequate experience in mobilizing equipment and personnel for large value contracts and in the deployment of heavy construction equipment for the type of work described earlier.~~

~~3.3 The Bidder must have adequate staff and equipments for carrying out work in accordance with time schedule.~~

~~3.4 The Bidders/Bidder must have a Project Manager with not less than 5 (Five) years experience in managing construction in the field of Civil Engineering works, similar works, as mentioned in Clause 3.1 along with minimum number of engineering, technical and other key personnel with adequate experience in civil engineering work as under:~~

~~(1) Civil & Electromechanical Engineers (Degree holders) : 2 Nos (1 of each).~~

~~(2) Supervisors (Diploma holders) : 2 Nos.~~

~~(3) Technical Assistants (Diploma / ITI) : 2 Nos.~~

~~**Note:** If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.~~

~~3.5. The Bidder must provide evidence of having adequate experience. The Bidder should upload the digitally signed scanned copies to supporting certificate, reports relating to physical, financial, technical, machinery and other capability of the applicants in their original language along with certified translation of all relevant portions of the certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.~~

~~3.6 The Bidders are required to upload digitally signed scanned copies along with their applications certificates obtained from the concerned authorities/ employers towards proof.~~

~~3.7 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 submit the bidder;~~
- ~~(b) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the **Appendix 1** to Instruction to Bidders.~~
- ~~(c) Submit proposals regarding work methods, scheduling and re sourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.~~
- ~~(d) Submit Memorandum of Understanding (MoU) with pipe manufacturer clearly stating the terms & conditions of the MoU. Such MOU shall not be amended or modified without prior consent from GWSSB during the period of performance of contract; GWSSB shall not allow such change except for special reasons in the interest of expeditious implementation of the project.~~

~~3.8 If the bidder is joint venture (Not Applicable)~~

- ~~(a) In case of bidder participating as a Joint Venture, on his selection for award of contract, all members of the Joint Venture will have to sign the contract with the Employer and will be jointly and severally liable for performance of the contract/ Award of contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this bid/contract concern.~~
- ~~(b) The bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all partners;~~
- ~~(c) One of the partners shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;~~

- ~~(d) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;~~
- ~~(e) All partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and~~
- ~~(f) A copy of the Stamped and notarized agreement entered into by the joint venture partners shall be submitted with the bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as a single bidder, in the name of bidder, who has purchased the bid documents.~~
- ~~(g) In case of Joint Venture technical strengths of all the members shall be grouped together for evaluation. Financial strengths of all the JV members will be considered proportionate to their financial stakes.~~

~~===== Note: In addition to the above JV conditions the conditions mentioned in "Clause 34. Joint venture consortium" shall also be referred. =====~~

~~3.9 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Employer's Requirements.~~

~~3.10 All guarantees shall be in the name of the joint venture if the bid is submitted in the form of a joint venture.~~

~~4.0. MINIMUM QUALIFYING CRITERIA:~~

~~To qualify, each bidder in the same name and style should have achieved the following performances:~~

~~4.1. FINANCIAL~~

~~4.1.1 TURNOVER:~~

~~Bidder must have achieved minimum annual financial turnover (at current price level) from contract receipt of works (in all classes of Civil engineering construction works only) of Rs. 4.68Crores in any three financial years out of last Seven (7) financial years i.e. from 2012-2013 to 2018-19~~

~~Note:-~~

~~The details pertaining to turnover for the year 2012-2013 to 2018-19 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of financial year~~

~~4.1.2 MINIMUM NET WORTH: (Not Applicable)~~

~~4.1.3 MINIMUM NET CASH ACCRUALS: (Not Applicable)~~

~~4.1.4 MINIMUM NET WORKING CAPITAL: (Not Applicable)~~

~~4.1.5 SIMILAR NATURE OF WORK:~~

~~The bidder must have completed similar nature of work i.e. Water Supply Projects or Drainage/ Sewerage Projects within last seven financial years i.e. from 2012-2013 to 2018-19, and upto one month prior to last date of submission of the bid of value not less than:~~

~~One contract of Rs. 3.74 Crores~~

~~Or~~

~~Two contracts of Rs 4.68 Crores each~~

~~Or~~

~~Three contracts of Rs 7.48 Crores each~~

~~4.1.6 AVAILABLE BID CAPACITY:~~

~~The Bidder who fulfils the qualifying criteria mentioned above shall be qualified only if he fulfils the requirement of bidder's capacity. The bidding capacity of any tender/ Bidder is required to be more than or equal to the estimated cost of the work i.e. Rs. 9,35,24,152.48. The bidder's capacity shall be computed as shown below.~~

$$\text{Available Bid Capacity} = [(A \times N \times 2) - B]$$

~~Where:~~

A	=	Performance of the Bidder for maximum annual turnover for last seven financial year updated at the financial year 2018-19
B	=	Value of the existing commitments as on date of bid submission for works (complete or partial) to be completed in the next 1 year. The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works. In the case of a Joint Venture (If Applicable), parameters A and B shall be determined based on details pertaining to such partners who propose to undertake physical execution of work and in proportion to their participation/stake as specified in respective clause in the tender

		documents.
N	=	Years prescribed for completion of the work for which bids are invited. (1 Year)
<p>If the Tender has been invited as a Package/Slice Minimum aggregate required Bid Capacity shall be considered and accordingly the Bidder may qualify for less number of Packages/Slices. In case of individual Tenders (not invited in a single Basket) the Bidder may qualify for a particular work (based on his Technical Bid), but at the time of evaluation of Price Bid, if more number of such individual Bids are evaluated simultaneously, aggregate Bid Capacity shall be considered. In such a case, if the Bidder does not have adequate capacity for all the Bids in which his Bid is the lowest responsive Bid, he may be considered for less number of Bids. Decision of the Employer based on the least cost combination as may be the most advantageous to GWSSB shall be final and binding to all the Bidders.</p>		

Note:

- ~~(a) The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the work listed should be countersigned by the officer not below the rank of an Engineer In Charge.~~
- ~~(b) The certificate for past performance should be as per prescribed Proforma in Form 11~~
- ~~(c) The Bidders are required to upload latest client's certificates in Form 11 (or in any format with yearly breakup) obtained from the concerned authorities/ employers towards proof of their having executed contracts satisfactorily along with their bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma in Form 11 (or in any format with yearly breakup) of Volume I.~~
- ~~(d) Physical and Financial Performance of Any Work Not Supported By Client Certificate in Form 11 or In Any Form Will Not Be Considered For Qualification.~~
- ~~(e) The applicant Bidder must provide by uploading evidence of having adequate experience. The bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language along with certified translation of relevant portion of the certificate/~~

~~report in English. The Bidder should furnish the information about financial capability in Rupees only.~~

- ~~(f) Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.~~
- ~~(g) The bidder is required to submit the declaration of his financial liabilities, work on hand/completed projects on Rs.100/- Non Judicial stamp paper. In case of false statement/ declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.~~
- ~~(h) The criteria mentioned above at shall be evaluated based on the details submitted with the documents. Such bidder shall have to submit the details in the prescribed proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly.~~
- ~~(i) Turnover of previous year and cost of completed / executed similar nature of work/ O&M shall be given additional weightage of ten percent per year to bring them to current price level to account for price escalation as illustrated below:~~

Financial Year	Turnover/ Cost of Executed work/O&M	Effective cost of executed work at previous completed financial year's price level
2012-2013	G	1.77 x G
2013-2014	F	1.61 x F
2014-2015	E	1.46 x E
2015-2016	D	1.33 x D
2016-2017	C	1.21 x C
2017-2018	B	1.10 x B
2018-2019	A	1.00 x A

~~Note:~~

- ~~(i) Financial year means period beginning from the 1st April to 31st March of the next year.~~
- ~~(ii) The details pertaining to Turnover for the year 2012-2013 to 2018-19 shall be certified by Chartered Accountant on his own letter head and duly attested.~~
- ~~(iii) The cost of material supplied by the Government/ Client shall not be taken into account for experience against Turnover & Similar nature of work.~~

~~4.2. PHYSICAL CRITERIA:~~

~~The bidder must have successfully carried out minimum quantities of the following work in any one project during last Seven (7) i.e. 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid.~~

~~4.2.1. PIPELINE:~~

~~A. Metallic Pipeline:~~

~~Procure, Lowering, Laying, Jointing, Testing and Commissioning of minimum length (as under) of metallic pipeline in any single project during last seven (7) financial years i.e. from 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid.~~

~~If the bidder satisfies the above criteria but the bidder is not a manufacturer of the pipeline the bidder should have to produce the memorandum of understanding (MOU) from the reputed and capable manufacturer from whom the bidder's intends to procure the pipeline.~~

~~The manufacture shall be Indian origin and the pipe shall have ISI mark.~~

~~The material supplied by the client will not be considered for procurement purpose.~~

Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)
Metallic	≥100mm	≥12.75km

~~B. Non Metallic Pipeline: (Not Applicable)~~

~~4.2.2. PUMPING MACHINERY:~~

~~The bidder must have experience of supply, installation, testing and commissioning of electro-mechanical works not less than 48KW in single contract during last seven (7) financial years i.e. from 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid.~~

~~The bidder not having above experience may associate through a MOU (Memorandum of Understanding) with an approved pump manufacturer (GWSSB approved manufacturer/vendor for pumps) who has the experience of supply, installation,~~

~~testing & commissioning of electro mechanical works not less than 48 kW in single contract during last seven (7) financial years i.e. from 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid. The memorandum of understanding for the said collaboration shall be executed on Rs. 100/- non judicial stamp paper duly signed by respective authorized representatives and notarised. The experience certificate along with MOU shall be submitted with the bidding document.~~

~~**4.2.3. WATER TREATMENT PLANT:**~~

~~Bidder must have experience in Construction & Commissioning of Water Treatment Plant with all allied equipments used in WTP of at least 1.5 MLD of single capacity in any single project during last seven (7) financial years i.e. from 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid.~~

~~The bidder who does not meet this requirement shall associate with another technology provider/ manufacturer having stipulated experience as mentioned above. The memorandum of understanding for the said collaboration shall be executed on Rs. 100/- non judicial stamp paper duly signed by respective authorized representatives and notarised. The experience certificate along with MOU shall be submitted with the bidding document.~~

~~**4.2.4. ELEVATED STORAGE RESERVOIR: (Not Applicable)**~~

~~**4.2.5. STORAGE SUMP:**~~

~~**4.2.6. CONSTRUCTION OF INTAKE WELL: (Not Applicable)**~~

~~**4.2.7. OPERATION & MAINTENANCE:**~~

~~The bidder shall have successfully completed Project with operation & maintenance (for minimum 1 year after commissioning, inclusive of defect liability period), in single contract of similar nature (as narrated above) amounting to Rs. 3.74 Crores in last ten (10) years from one month prior to last date of submission of bid. Additional weightage of 10% will be given as per method prescribed in note of Sub Clause No. 4.1.6 mentioned above.~~

~~**Note:** The amount of works shown above means project costs.~~

~~**Or**~~

~~The bidder shall have successfully completed operation and maintenance for minimum 1 years in single contract of similar nature (as narrated above) amounting to Rs~~

~~0.08 Crores in last ten (10) years from one month prior to last date of submission of bid. (Additional weightage of 10% will be given as per method prescribed in note of Sub Clause No. 4.1.6 mentioned above).~~

~~Note to 4.2 Physical Criteria:~~

- ~~I) In case the bidder has successfully completed the work of any Storage Sump, Water Treatment Plant, Elevated Storage Reservoir, in any of the Government (State / Central), Board, Corporation, or Government Undertaking Organizations of State / Central Government, and it is fully commissioned after hydraulic testing, but the entire awarded work under the contract is yet to be completed, the bidder shall have to submit the completion certificate of Storage Sump, Water Treatment Plant, Elevated Storage Tank issued by The Engineer In-charge of the respective organization giving the details like capacity, type of structure etc., along with mention of successful testing of the individual structure.~~
- ~~II) The works for which bidder have not entered in to contract agreement will not be considered.~~
- ~~III) The above experience shall be within last seven (7) financial years i.e. from 2012-2013 to 2018-19 and upto one month prior to last date of submission of the bid for which Form 3A/11 must be submitted.~~
- ~~IV) Experience as sub-contractor shall not be considered.~~
- ~~V) The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of state & central government shall only be considered for evaluation. The experience certificate from the client equivalent to not below the rank of Executive Engineer shall be considered. In case of work under Nagar palika the certificate shall be issued by Chief officer. The experience of sublet works shall not be considered.~~
- ~~VI) All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorised representatives.~~
- ~~VII) The Bidder/ MOU partners contract should not have been terminated/blacklisted/debarred in any State Govt/ Municipal Corporations/ Central Govt./ Any state Govt Organisation, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organisations due to delay in projects during last five years.~~

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(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

VOLUME - IA

SECTION-IV

**QUALIFICATION DATA SHEET
TO BE FILLED UP BY THE BIDDER**

**QUALIFICATION DATA SHEET
TO BE FILLED UP BY THE BIDDER**

The qualification questionnaire contains the following forms:

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
1	Form-0	List of Submittals
2	-	Proforma for "Letter for submission of tender".
3	Form-1	Details of organization structure of the bidder
4	Form-2	Details of Personnel
5	Form-3	Details of Machinery Equipments and work Plan
6	Form-4	Information relating to Financial Criteria
7	Form-5	Financial data
8	Form-6	List of works already completed by the Bidder
9	Form-7	Details of works on hand with Bidder
10	Form-8	Details of experience of completed work (similar nature)
11	Form-9	Additional Information and Litigation History / Debarment / Blacklisting
12	Form-10	Information for tenders submitted but not awarded
13	Form-11	Certificate for experience of work
14	Form-12	Joint Venture data
15	Form-13	Personnel/ staff proposed for the project
16	Form-14	Curriculum Vitae of Project Manager and all key Technical Staff
17	Form-15	Proposed site organization and Management
18	Form-16	Details of experience for physical qualification criteria

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
19	Form-17	Approach & Methodology with conceptual design & supporting calculations of the system.
20	Form-18	Form-H (Declaration)
21	Form-19	Proforma for Bank Guarantee (EMD)
22	Form-20	Work wise details of work completed/ in progress by the contractor.
23	Form-21	Proforma for Performance bond/ Performance guarantee Proforma for bid security
24	Form-22	Proforma for Joint Venture Agreement
25	Form-23	“Assured Pipe Supply Declaration” (MOU with Manufacturer of DI)
26	Form-24	Proforma for memorandum of understanding (MOU) with pipeline supplier

Note:

- ~~1. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form 0, page 1; Form 1, page 2, etc.~~
- ~~2. Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form 1, Attachment 2 to Form 1, etc.~~

FORM- O				
SR NO	LIST OF SUBMITTALS		CONFIRM IF SUBMITTED (YES/NO)	PAGE NO
1	Covering Letter	Letter of transmittal (Scanned Copy)		
2	Power of Attorney	Power of attorney on Rs. 300/- Non-Judicial stamp paper duly notarised, if power is delegated for signing the bid to other persons by applicant. (Scanned Copy)		
3	Certificate of Registration	Certificate of registration as approved contractor of concerned State Government/ Railway/ CPWD/ Government bodies. The applicant(s) who are registered with other Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall submit proof of application made for registration for Class mention in online NIT in Gujarat State (Scanned copy).		
4	Permanent Account Number (PAN)/ GST And Income Tax Details	Copy of the latest Income Tax Return with permanent account number (PAN), GST Number and Income Tax ward where assessed. (Scanned copy).		
5	Company Establishment Details	Letter of Incorporation of the company (Individual or any member in case of JV/ consortium)		
6	List of Work on Hand and Work Completed	A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed. (List of Work on hand to be supported with non judicial stamp paper of Rs. 100/ duly notarized).	=	=
7	Earnest Money Deposit	Scanned copy of E.M.D. in accordance with relevant clause in "Tender Notice" of tender notice and the original shall also be submitted in physical form by RPAD/Speed post		

8	Tender Fee	Scanned copy of Account payee Demand Draft for Tender Fee in accordance with relevant clause of Tender Notice, and also in physical form shall also be submitted by RPAD/Speed post		
9	Solvency Certificate	Scanned Copy of the Solvency Certificate from Bank of required amount as per Tender Notice.		
10	Undertaking Regarding Document Submitted, Are True.	The bidder should submit undertaking on non-judicial stamp paper of Rs. 300/- duly notarized regarding document submitted, are true.		
11	Joint Venture Agreement	Bidder (individual or any member in case of JV/ consortium) shall not have suffered bankruptcy/ insolvency during the last 5 years. For this Certificate of CA appointed by the bidder must be produced along with a self affidavit on non judicial stamp paper of Rs. 100/- duly notarized	=	=
	=	Power of Attorney on the name of lead partner in JV Agreement on non judicial stamp paper of Rs. 100/- duly notarized	=	=
12	Bidder Past Performance	The bidder, whose contracts are earlier terminated on account of poor performance in GWSSB / GWIL works, will not be eligible. For this tender Self Declaration by bidder is required		
13	Supporting Document	Form-0 to Form-24		
14	MOU Allowed for Qualifying Criteria on Non-Judicial Stamp Paper of Rs. 100/- Duly Notarized	1 Pumping Machineries	=	=
15	MOU To Be Submitted on Non-Judicial Stamp Paper of Rs. 100/- Duly Notarized	1 Pipe Supply assurance	=	=
	=	2 Pumping Machineries Assurance	=	=

16	Other Documents	Schedule of construction method	=	=
	=	Work plan	=	=
	=	Schedule of Major items of equipments	=	=
	=	Schedule of key personnel	=	=

Note: All submittals shall be numbered chronically and reference of page nos. shall be mentioned in “**FORM-0**”. The same is to be uploaded online and submitted in physical form aswell

LETTER FOR SUBMISSION OF TENDER

To
(Board's concern officer's designation)

(Office address of Board's concern officer)

Sub: SUBMISSION OF TENDER APPLICATION FOR (NAME OF WORK)

Sir,

- 1 Having examined the details given in the invitation to Bidder for qualification and brief note, the condition of contract, Specification, Drawings and bill of quantities and Nos. for the execution of above-named work, we the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the conditions of contract, Specifications, Drawings, Bill of Quantities and quoted amount in accordance with the said conditions.
- 2 We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 3 We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
- 4 We submit the certified solvency certificate of Rs._____ Crores and authorize the Board to approach the Bank issuing the solvency certificate to verify the correctness thereof. We also authorize, Board to approach individuals, employers, firms and Corporation to verify our competency and general reputation.
- 5 We hereby apply for qualification for (Name of work).
- 6 We undertake, if our Tender is accepted, to commence the works immediately after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to tender.
- 7 We agree to abide by this Tender for the period of days(as mentioned in online NIT) from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 8 We enclose here with fixed Deposit receipt / Deposit at call receipt / cross demand draft / Bank Guarantee amounting to Rs. Towards Earnest Money Deposit which is to be absolutely forfeited by Board should we not Deposit the amount of Security Deposit specified in the Clause 1, General Conditions of Contract, Volume-IB
- 9 We enclose..... DD in favor of Field officer's designation & office name (as applicable) amounting to Rs._____ towards tender fees.
- 10 Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 11 We also submit a general description on the approach to the construction methods, technologies proposed etc. and the detailed Work Plan proposed for execution.
- 12 We submit the following certificates in support of our suitability, technical know-how

and capability for having successfully completed the following works.

- | Sr. No. | Works | Client / owner |
|---------|--|----------------|
| 13 | We hereby confirm that there are no deviations to the terms & conditions of the contract and we are liable for execution of this contract in accordance with the stipulated conditions of the contract. | |
| 14 | We understand that you are not bound to accept the lowest or any tender you may Receive. Dated this _____ day of _____(Year) Signature _____in the capacity of _____ Duly authorized to sign tender for and on behalf of _____ | |
| 15 | We are enclosing herewith “Form H” | |
| 16 | Irrespective of whatsoever has been stated to the contrary anywhere else in our offer no technical deviations have been taken and the entire work shall be performed as per your specifications and Tender documents. | |

Signature of Applicant.

(NAME IN BLOCK CAPITALS)

Address _____

Seal of Applicant

Date of submission

Witness _____

Address _____

Occupation _____

Enclosures:

~~FORM - 1~~~~DETAILS OF ORGANIZATION STRUCTURE OF THE BIDDER~~

1.	Name of Bidder	
2.	Nationality of Bidder	
3.	Office address Telegraphic Address Telephone Number Fax Number E-mail address.	
4.	Year of Establishment	
5.	Location of Establishment	
6.	Bid is submitted as a) An individual b) A proprietary firm c) A firm in partnership d) A limited Company or Corporation e) A Group of Firms / Joint Venture (if applicant is of category "f" give complete information in respect of each other). f) A Group of Companies	
7.	Attach the Organization chart showing the structure of the organization including the names of the Directors and Position of officers	
8.	Number of years of experience a) as a prime contractor (Contractor shouldering main responsibility) i) in own country ii) other countries (Specify countries) b) in a joint venture i) in own country ii) other countries (Specify countries)	
9.	For how many years has your organization been in business of Civil Engineering works under its present name? What were your fields when your organization was established?	
	Whether any new fields have been added in your organization? and if so, when?	
10.	Whether you were required to suspend construction for a period of more than six months continuously after the work was started? If so, give the name of project and reasons thereof. _____	

11	Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work)	
12	In how many of your project's penalties were imposed for delays? (Please give details)	
13	In which fields of civil engineering construction do you claim specialization and interest?	
14	Give details of experience in water supply & sewerage projects, pipe laying works, installation of large capacity of pumps etc. with modern technology and quality control.	
15	Give details of experience for construction of large water supply and sewerage projects.	
16	Give details of experience in using heavy earth moving machinery, machineries for pipe laying and installation of pumping machinery	
17	Give details of testing laboratory, if any.	
18	In how many of your works cases of litigations have arisen?	
19	If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise state.	
	I. Name and Address of Joint Venture II. Name of Lead Firm III. Name and address of each of the partner/ member of JV IV. Indicating the responsibility of planning, construction equipments and execution of the work of each of the JV partner. V. Name and address of the bankers to the JV VI. Details regarding financial responsibility and participation (percentage share in the total) of each firm in the JV. Attach a certified copy of the JV (in prescribed Proforma)	

FORM 2
DETAILS OF PERSONNEL

~~Give details of key Technical and Administrative Personnel who could be assigned the work in the following Proforma.~~

A)	1) 2) 3)	Details of the Board of Directors Name of the Director Address Organization of the Board of Director			
B)	1) 2) 3) 4) 5) 6) 7)	Key Technical and administrative Personnel and Consultants Individual's Name Professional Qualification Present position in the firm Professional experience and details of works carried out No. of years worked with the applicant. Languages known Additional information			
Key Technical, Administrative Personnel					
(C)	Sr. No.	Key Personnel	Nos.	Professional Experience	Qualification
	1.	Project Manager			
	2.	Civil Engineer			
	3.	Civil Supervisor			
	4.	Technical Assistant			
	5.	Mechanical Engineer			
	6.	Electrical Engineer			
(D)		Skilled and other labor (indicate number category wise) 1) Skilled labor 2) Other labor			

~~FORM 3~~~~DETAILS OF MACHINERY EQUIPMENTS AND WORK PLAN~~~~Plant & Equipments Owned & Proposed for the Project~~

Name of Applicant or partner of a joint venture:

~~The Applicant will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Employers requirements. A separate Form 3 will be prepared for each item of equipment proposed by the Applicant. For each item of equipment, the applicant should attach a copy of ownership certificate or lease agreement.~~

Name of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

~~Omit the following information for equipment owned by the J/V partner.~~

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Facsimile	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the Project	

~~FORM - 4~~~~INFORMATION RELATING TO FINANCIAL CRITERIA~~

~~Name of Applicant or partner of a joint venture:~~

~~All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed.~~

~~Use a separate sheet for each partner of a joint venture.~~

~~Applicants should not enclose testimonials, certificates, and publicity material with their applications; they will not be considered in the evaluation of qualifications.~~

~~Annual turnover data for the last seven financial years i.e. to (Rs. In lacs)~~

Year	Turnover	Net cash accrual	Net worth	Annual income from contracting	Annual income from other sources
[A] Lead partner:					
[B] Joint Venture Partner:					

~~FORM - 5~~
FINANCIAL DATA

~~(Give details separately for each member in case of a joint Venture.)~~

1)	Name of Firm	
2)	Name of Partner / Director	
3)	Capital (a) Authorized (b) Issued and paid up	
4)	Furnish Balance sheet and profit and loss statement with Auditor's Reports and Income Tax assessment orders for last Seven (7) financial years. It should, interlaid include the following information i) Working Capital ii) Foreign Investment iii) Turnover for the last seven (7) financial year, the contract receipts for Civil Engineering works (Furnish reference page number to balance sheet attached)	
Sr. No.	Year	Turnover (Rs in Crores)
(i)	2012-2013	
(ii)	2013-2014	
(iii)	2014-2015	
(iv)	2015-2016	
(v)	2016-2017	
(vi)	2017-2018	
(vii)	2018-2019	
GROSS INCOME IN THE LAST SEVEN (7) FINANCIAL YEAR		
Sr. No.	Year	Gross Income (Rs in Crores)
(i)	2012-2013	
(ii)	2013-2014	
(iii)	2014-2015	

(IV)	2015-2016			
(V)	2016-2017			
(VI)	2017-2018			
(VII)	2018-2019			
5.	Year	Minimum Net Worth (Rs in Crores) Applicable	Net Cash Accruals (Rs in Crores) Applicable	Networking Capital (Rs in Crores) Applicable
	2016-2017			
	2017-2018			
	2018-2019			
6.	Maximum gross income from contract works during last seven (7) financial year			
7.	What is the maximum cost of the project that has been handled? (Please give details)			
8.	Have you ever been denied tendering facilities by any Government / Government Undertaking Organisations / Public sector under taking etc.? (If Yes, please give details)			
9.	List your sources of finance			
10.	Amount of financial soundness certified by Bank. (Attach copy of certificate)			
11.	Name and address of Bank from whom reference can be obtained			
12.	Have you ever been declared bankrupt? (If yes, please give details)			

~~**Note:** Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.~~

SIGNATURE OF BIDDER

FORM-6

~~List of works already completed by the bidder during last 7 financial years i.e. From 2012-2013 to 2018-19 up to one month prior to last date of submission of the bid~~

S Sl	Na me of work	Pla e Dist / State	Tender ed amoun t Rs. In Lac	Cost on comple tion Rs. In Lac	Date of starti ng	Origi nal time limit in mont hs	Extend ed time limit in month s	Time taken in month to compl ete the work	Actual date of comple tion	Reason for delay in comple tion	Rema rks
1 =	2	2a	3	4	5a	5b	5c	5d	5e	6	7

~~Note: Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.~~

~~Date: _____ Signature of the Bidder: _____~~

~~FORM-7~~**~~DETAILS OF WORKS ON HAND WITH BIDDER~~**

~~Work performance and Value of the existing commitments (Work on Hand) as on the date of bid submission for works (complete or partial) to be completed in the next 1 years (In separate form for each work)~~

~~(Give details separately for each member in case of a joint Venture.)~~

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and Location	
4)	Client's Name and Address	
5)	Tendered Cost of work (Rs. in Lacs)	
6)	Brief description of works including principal features and quantity of main items.	
7)	Details of work on hand i) Date of Starting ii) Percentage of Physical completion iii) Amount billed for the work completed iv) Cost of work remaining to be executed v) Stipulated date of completion vi) Anticipated date of completion.	
8)	Name of Applicant's Engineer in Charge with Professional Qualification.	
9)	Explain for non-completion of work within stipulated time limit if so.	
10)	Whether any Penalties / Fine / Stop notice / Compensation / Liquidated Damages	

	imposed? (Yes or No), (If Yes, give amount and explanation)	
11)	Details of Litigation / Arbitration cases, if any pertaining to ongoing works.	
12)	Attach Client's certificate for the details furnished in the Form 3A/ Form 11 (Not below the rank of Executive Engineer or equivalent).	

=====

===== ~~SIGNATURE OF BIDDER~~

~~**Note:** Necessary certificates showing the year wise breakup of amount of work done from the officer concerned shall be attached with the tender.~~

~~FORM - 8~~~~DETAILS OF EXPERIENCE OF COMPLETED WORKS (SIMILAR NATURE)~~

~~Give details of the similar type of work completed during last seven (7) financial year from i.e. 2012-2013 to 2018-19 up to one month prior to last date of submission of the bid in the following Proforma. (Separate form for each work)~~

~~(Give details separately for each member in case of a joint Venture.)~~

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and location	
4)	Client's Name and Address	
5)	Total Tendered cost of work (Rs. in Lac)	
6)	Cost of completed work	
7)	Brief description of works including principal features and quantity of main items.	
8)	Annual achievement (duly supported by certificate from Engineer In-Charge) a) Of key quantities, total physical output of last seven (7) financial year (Separately for each item) (For EPC contract for Water Supply Projects or Drainage/ Sewerage Projects) b) Financial Output in Rupees (Cost of Work) (Including cost of materials supplied by the client)	
9)	Period of completion	

	(a) Originally stipulated time limit. (b) Date of starting (c) Stipulated date of completion (d) Extended time limit if any, Actual time taken to complete the work. Reasons for non completion of work in stipulated time limit / extended time limit if so. (e) Actual Cost of Work Done	
10)	Name of applicant's Engineer in charge of the work and his educational qualification	
11)	Were there any Penalties/ Fines / Stop notice / Compensation / Liquidated Damage imposed? (Yes or No. If yes, give case wise details)	
12)	Give the details of Annual Financial Performance and your experience in execution in mobilizing Lift Irrigation, Pipeline Project	
13)	Details of Litigation / Arbitration cases, if any pertaining to work completed.	
14)	Attach Client's certificate in Form 3A (Not below the rank of Executive Engineer or equivalent)	

~~SIGNATURE OF BIDDER~~

~~(*) If the information is hidden or misleading by the bidder, he shall be disqualified for the Tender and debarred for three financial years.~~

FORM - 9

ADDITIONAL INFORMATION AND LITIGATION HISTORY / DEBARMENT / BLACKLISTING

Name of Applicant:

1. PLEASE DESCRIBE:

Company's history of litigation or arbitration / Debarment / Blacklisting from contract executed in the last ten years or currently under execution. Please indicate for each case the year, name of employer, cause, matter in dispute, disputed amount, and whether the award was for or against the company.

2. Please add any further information that you consider to be relevant to the evaluation of your application. If you wish to attach other documents, please list below:

SIGNATURE OF BIDDER

~~FORM 10~~~~INFORMATION FOR TENDERS SUBMITTED BUT NOT AWARDED~~

- ~~a) Please add any further information which the applicant considers relevant in regard to his capabilities.~~
- ~~b) Please give a brief note indicating by applicant considers himself eligible for qualification for the work.~~
- ~~c) List of works for which tender have already submitted to the client but not awarded~~

Sr. No	Name of Work	Estimated amount (in CroresRs.)	Date of Submission of Offer	Name of Client	Likely date of award	Position with ref. to lowest bid.

~~Note: Giving additional information as per (a) and (b) shall not automatically lead to prequalification.~~

~~SIGNATURE OF BIDDER~~

~~FORM - 11~~

Name of Office:—

Date:—

~~**CERTIFICATE FOR EXPERIENCE OF WORK**~~

This is to Certify that M/s _____ was awarded the work of _____ (Agreement / contract No. & Year _____). As individual / in a Joint Venture with _____ other details of the work are as under.

1(a)	Name of Joint Venture (If applicable)	
1(b)	Office address. Name of state Telegraphic address Telephone number with STD code Fax number. E mail address.	
2)	Percentage of share of the agency as per Joint Venture agreement (If applicable)	
3)	Tendered amount Rs. in Lac.	
4)	Actual cost of work completed, including price escalation	
5)	Time Limit in months	
6)	(A) Actual date of starting (B) Stipulated date of completion	
7)	Actual / expected date of completion	
8)	Whether any fine imposed for not carrying the work as per stipulated time Schedule? (If Yes please give details)	
9)	Execution of pipe line work, type of pipe, diameter in mm & length in kms	
10)	Execution of Elevated storage with capacity and ground storage with capacity in million liters	
11)	Execution of pumping machinery in KW (excluding standby)	

12	Execution of treatment plant, type and capacity in MLD	
13	Execution of intake arrangement, head regulators and other similar structures, capacity in MLD.	

Note:

- ~~1 The agency has carried out the work timely/ late and satisfactorily/ unsatisfactorily.~~
- ~~2 Details of quantities of main items of similar nature of work shall be given in the respective column.~~

~~SIGNATURE OF ACCOUNTANT~~

~~NAME OF ACCOUNTANT~~

~~DATE:~~

~~PLACE:~~

~~SIGNATURE OF ENGINEER-IN-CHARGE~~

~~NAME AND SEAL OF ENGINEER-IN-CHARGE~~

~~DATE:~~

~~PLACE:~~

~~FORM - 12~~~~JOINT VENTURE DATA (Not Applicable)~~

~~A copy of the joint venture agreement must be attached to Form 4. In case the joint venture agreement is not acceptable to Gujarat Water Supply & Sewerage Board, the joint venture may be requested to modify the agreement accordingly. Failure to submit a modified Joint venture agreement within twenty one days upon receipt by the applicant of the request for modification will disqualify the applicant for further consideration.~~

Names of all partners of a joint venture		Financial Stake of A firm (In Percentage)
Partners	Name of Firm	
1. Lead partner		
2. Partner		
3. Partner		

~~FORM 13~~~~PERSONNEL/STAFF PROPOSED FOR THE PROJECT~~

Name of Applicant or partner of a joint venture
--

~~For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form 14 for each candidate.~~

1.	Title of position: Project Manager
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position: Civil & structural Engineer
	Name of prime candidate
	Name of alternate candidate
3.	Title of position: Mechanical Engineer
	Name of prime candidate
	Name of alternate candidate
4.	Title of position: Procurement Engineer
	Name of prime candidate
	Name of alternate candidate
5.	Title of position: Electrical Engineer
	Name of prime candidate
	Name of alternate candidate

~~**Note:** Attach Manning (Personnel) Schedule stating each personnel's roles and responsibility for work to be carried out for the project.~~

~~FORM 14~~~~CURRICULUM VITAE OF PROJECT MANAGER & ALL KEY TECHNICAL PERSONNEL's~~

~~Name of Applicant or partner of a joint venture~~

Proposed Position:		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
Candidate information	1. Name of candidate		2. Date of birth
	3. Professional qualifications:		
Present employment	4. Name of employer		
	Address of employer:		
	Telephone:		Contact (manager / personnel officer):
	Facsimile:		Telex:
	Job title of candidate:		Years with present employer:

~~Summarize professional experience over the last ____ years, in reverse chronological order.~~

~~Indicate particular technical and managerial experience relevant to this Project.~~

From	To	Company / Project / Position / Description of relevant technical & managerial project specific experience

~~FORM 15~~

~~PROPOSED SITE ORGANIZATION & MANAGEMENT~~

~~Name of Applicant or partner of a joint venture~~

~~A. Preliminary Site Organization Chart at HO level & at field level:~~

~~B. Narrative Description of Site Organization & Project Management Chart~~

~~C. Description of Relationship between Head Office and Site Management⁴~~

~~D. Description of Approach & Methodology to carried out work of this project.~~

~~Note: Indicate clearly which responsibility and what authority will be delegated to site management.~~

~~FORM - 16~~~~DETAILS OF EXPERIENCE FOR PHYSICAL QUALIFICATION CRITERIA~~

Sr. No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Qty in tender	Executed Quantity
				Metallic Pipe			
				Water Treatment Plant			
				Pumping Machinery			
				Operation and Maintenance			

~~Note:- For each experience criteria Form 11 shall be submitted by the contractor duly signed by the employer~~

~~FORM 17~~

~~Approach and Methodology with Conceptual Design and Supporting Calculations of the System~~

~~Bidder may submit their work plan, details methodology with Conceptual Design and Supporting Calculations of the System to be adopted for this work.~~

~~SIGNATURE OF THE BIDDER~~

FORM-18

PROFORMA FOR LETTER OF UNDERTAKING (FORM-H)

***(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- AND SUBMITTED BY THE
TENDERER ALONG WITH HIS TENDER IN A SEPARATE COVER)***

To,

Gujarat Water Supply and Sewerage Board,
JalBhawan, Sector-10A,
Infront of Air Force Office,
Gandhinagar, Gujarat

Dear Sir,

- i. I/We hereby declare that I/We have visited the site and fully acquainted myself / ourselves with local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- ii. I/We hereby declare that I/We have read the Tender Documents published on website www.gwssb.nprocure.com and accordingly submitted online price Bid for the work of -----

- iii. I/We hereby declare that I/We have carefully studied the conditions of contract and specifications and other documents of this work and agree to execute the same accordingly.
- iv. I/We hereby declare that my/our near relatives are not working in this division or in its sub-divisions as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Circle Office as a Superintending Engineer as on today.
- v. I/we hereby declare that I/we are not declared ineligibility for corrupt or fraudulent practices issued by the central/state govt. In accordance with **Sub Clause No. 41 Corrupt or Fraudulent Practices** or not in the list of black listed contractors announced by GWSSB/ GWIL / Govt of Gujarat or its Public Sector Undertakings, Government of India, Other states Government or Public Sector Units.
- vi. I/ We hereby submit our tender and undertake to keep our tender valid for a period ofdays(as mentioned in online NIT) from the date of opening of tenders i.e. up-to -----
----- . I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of **Gujarat Water Supply and Sewerage Board, Gandhinagar** agreeing to open my/ our tender, consider and evaluate the same

for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfill and comply with all the terms and conditions and provisions of the above-mentioned tender documents.

- vii. I/We also declare that the bid duly filled in online and digitally signed and the required Earnest Money Deposit, Tender Fee and other required documents (scanned copy submitted online) will be handed over in physical form to theby **RPAD/Speed Post** only.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken I/we shall be debarred from bidding in GWSSB/GWIL tender for three years and my/our security deposit may be forfeited by GWSSB in full & the tender, if any, to the extent accepted, may be cancelled.

Signature along with seal of the Company

(Duly authorised to sign the tender on behalf of the Bidder)

Name:

Designation:

Name of Company (BLOCK LETTERS)

WITNESS:

Signature:

Date:

Date:

Postal Address:

Name & Address:

Telephone/Fax No.

~~Form-19~~
~~FORM OF BANK GUARANTEE~~
~~(Earnest Money Deposit)~~

~~Whereas M/s (herein after called the Tenderer) is desirous and prepared to tender for work in accordance with Terms & Conditions of Tender Notice of (financial year) dated and whereas We, Bank; agree to give the Tenderer a guarantee for the Earnest Money Deposit.~~

- ~~1. Therefore, we hereby affirm that we are Guarantors on behalf of the Tenderer upto a total _____ of _____ Rupees (_____ i.e. Rs.....) and we undertake to pay the Executive Engineer, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or shortcomings or debit of the contractor any sum within the limit of Rupees.....~~
- ~~2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of the tender. However, unless a demand or claim under this guarantee is made only in writing on or before the We shall be discharged from all liabilities under the guarantee thereafter.~~
- ~~3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer, in writing.~~
- ~~4. We lastly undertake not to remove the guarantee for any change in constitution of the Tenderer or the Bank.~~

~~Signature and Seal of the
Guarantor Bank:~~

~~Address:~~

Date:

~~Form-20 (Form-3A)~~

~~WORK WISE DETAILS OF WORK COMPLETED/ IN PROGRESS BY THE CONTRACTOR~~

~~1. Name of Contractor~~

~~2. Name of Work~~

~~3. Estimated Cost of Work Put to Tender~~

~~4. Tendered Amount~~

~~5. Date of starting of the work~~

~~6. Date of completion of the work~~
~~(As per contract agreement)~~

~~7. Actual Date of Completion of Work~~

~~8. Amount of work done up to~~

~~9. Brief history of the work~~

Sr. No.	Particular	Unit	Qty.

~~10 State whether details as above given by the contractor correct, if not as to what is the correct information.~~

~~11 State whether the contractor has executed the work in progress satisfactory as per specification/ has completed the work, satisfaction, if any give the correct position of the work.~~

Partner

Form-21

PERFORMANCE GUARANTEE

(See clause No. 1)

~~(The date of this bond must not be prior to the date of the instrument in connection with which it is given) _____~~

~~Principal (Contractor) _____~~

~~Surety (Scheduled or Nationalized Bank) _____~~

~~Sum of bond (express in words and figures) _____~~

~~Contract No. and date of contract _____~~

~~KNOW ALL MEN BY THESE PRESENTS THAT WE, THE PRINCIPALS AND SURETY~~ above named are held and firmly bound unto the _____ hereinafter called the Employer in the amount stated for payment of which' sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

~~THE CONDITION OF THIS OBLIGATION IS SUCH that~~ whereas the principals have entered in to a contract with the Employer numbered and 'dates as shown above and hereto attached for the _____ execution _____ of work _____.

~~NOW THEREFORE~~, if the Principal shall well and truly perform and fulfil all the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said Contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfil all the Undertakings, covenants, terms, conditions and agreements of any all duty and unduly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said Principal so to do.

~~We _____ further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken~~

~~for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.~~

~~IN WITNESS WHERE OF, the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal, of each corporate partly being hereto affixed and these presents duly signed by is undersigned representatives, pursuant to authority of its governing body.~~

In the presence of witness _____ individual

Principal

1. _____ as to _____ (seal)

2. _____ as to _____ (seal)

3. _____ as to _____ (seal)

4. _____ as to _____ (seal)

By _____ affix Corporate Seal

Attested _____ Corporate Surety

_____ Business address

Affix by _____ Corporate Seal

Title _____

For and on behalf of the Employer

~~Form-22 (Not Applicable)~~

~~JOINT VENTURE AGREEMENT~~

~~(To be notarized on stamp paper of appropriate value)~~

~~(1) The Joint Venture agreement made and entered into at _____ (place) on _____ day of _____ (YEAR) by and between.~~

- ~~_____ a. Firm A (Name with address of the registered office)~~
- ~~_____ b. Firm B (Name with address of the registered office)~~
- ~~_____ c. Firm C (Name with address of the registered office)~~

~~(2) Definitions: In this deed the following words and expressions shall have the meaning set out below.~~

- ~~a. "The Employer" shall mean Gujarat Water Supply & Sewerage Board.~~
- ~~b. "The Works" shall mean _____
_____ (Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.~~
- ~~c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.~~
- ~~d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.~~

~~(3) Joint Venture (J.V):~~

~~The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.~~

~~(4) Witnesses: Where as Gujarat Water Supply & Sewerage Board as Board. Employer has invited tenders from intending bidders and the Board has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder. And whereas _____ party of the first part and _____ party of the Second part/third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing~~

~~_____ and whereas Parties of the first and
Second part /third part(if applicable) reached understanding to submit pre-qualified/
tender, if pre-qualification, and to execute the contract if awarded;~~

~~**This agreement witness as follows.**~~

- ~~(a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;~~
- ~~(b) That the operation of this Joint Venture firm concerns and is confined to the work of
_____ of Board~~
- ~~(c) The name of the Joint Venture firm for convenience and continuity shall be~~
- ~~(d) The Address of Joint Venture for communication shall be as under.~~
- ~~(e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.~~
- ~~(f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.~~
- ~~(1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.~~
- ~~(2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,~~
- ~~(i) All the (Maximum Three) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm A.....% Firm B.....% Firm C.....%~~
- ~~(ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate~~

~~share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.~~

~~(5) Internal responsibilities and liabilities:~~

- ~~(a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.~~
- ~~(b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.~~
- ~~(c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.~~
- ~~(d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.~~
- ~~(e) None of parties have joined in any other Joint Venture for the said works.~~

~~(6) Responsibilities and liabilities of Joint Venture towards the employer:~~

- ~~(1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.~~
- ~~(2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;~~
- ~~(3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.~~

~~(7) Site management:~~

- ~~(a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____ (J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.~~

~~(b) The _____ (Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.~~

~~**(8) Termination of the Agreement:**~~

~~This agreement shall be terminated in the following circumstances.~~

~~(a) The employer awards the contract for the work to the other Bidder.~~

~~(b) The employer cancels the work to award the contract.~~

~~(c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.~~

~~(9) No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Board~~

~~**(10) Financial matter:**~~

~~(a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.~~

~~(b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.~~

~~(c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.~~

~~(d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.~~

~~**(11) Negotiation:** Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.~~

~~**(12) Legal jurisdiction:** All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at AHMEDABAD.~~

~~**(13) Settlement of disputes:** Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes~~

~~tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.~~

~~(14) Insurance:~~

~~(a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.~~

~~(b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.~~

~~(15) No change shall be made in this agreement without prior written consent of the employer and other party. However, if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.~~

~~(16) Default and withdrawals from the Joint Venture.: In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.~~

~~(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof, the parties have caused their duly authorized representatives to sign below.~~

~~Witness:~~

~~1 Signed for and on behalf of firm A~~

~~2 Date Seal~~

~~Witness:~~

~~1 Signed for and on behalf of firm B~~

~~2~~

~~Date Seal~~

~~Witness:~~

- ~~1 Signed for and on behalf of firm C~~
- ~~2 Date Seal~~

Form-23 (i)**~~“Assured Pipe Supply Declaration” (MOU with Manufacturer of D.I. Pipe)~~**

~~In the interest of timely completion of the Project, after discussions and getting assurance from the manufacturer of DI/MS/PVC/HDPE pipe, the following schedule for DI/MS/PVC/HDPE Pipe supply is proposed in order to meet the milestones and desire target of the Projects.~~

Name of the Pipe Supply Firm	Location of Manufacturing Unit	Size of Pipe		Quantity (In MT)	Assured date of delivery at site (zero date starts from date of work order)
		Diameter (In mm)	Length (In Km)		

~~Total number of days for supply of pipe shall bedays from the date of work order. We hereby declare that the supply of pipes for the Project will be ensured by us (within days) as per the above mentioned schedule. We are aware, that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non fulfillment of assured supply of pipes.~~

~~Authorised Signatory of the Contractor _____ Authorised Signatory of the Manufacturer _____~~

FORM - 24

MEMORANDUM OF UNDERSTANDING (MOU)

This ~~MEMORANDUM OF UNDERSTANDING~~ hereinafter referred to as MoU made on ___ Day
____ (month and year) at _____ by and between.

(Name and Pipe Manufacturer with address) _____, represented by _____
Authorized Signatory, which expression shall unless repugnant to the subject or context
include its administrators, Successors and assigns.

(Name of Bidder with Address) _____, represented by _____ (Authorized
Signatory), which expression shall unless repugnant to the subject or context includes its
administrator, successor and assigns

Hereinafter referred to as "Parties" in the collective sense and each of which is referred to as
"____ (Name of Pipe Manufacturer)" & "____ (Name of Bidder)" in the individual sense.

WHEREAS Gujarat Water Supply & Sewerage Board (hereinafter referred to as Employer) has
invited tender (hereinafter referred to as the ("project")) for the following work:

Name of Project: _____

WHEREAS if the said project is awarded to "____" (Name of Bidder) to
execute the said project and it would also need _____ pipes and we the
"____" (Name of Bidder) hereby enter into this MoU with "____" (Name of Pipe
Manufacturer) _____ for timely execution of _____ pipe line work and supply of pipes as per
"Form 23 - Assured pipe Supply Declaration" attached herewith and as per the tender
conditions and further we mutually agree to execute the said project jointly and both the
parties would be jointly and severally responsible for execution of the said projects as per the
Bidding Documents.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MOU on the
day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other
party. However, If the Employer direct the parties to make changes in MOU agreement so as
to fulfill the tender condition / requirement, the parties shall discuss with the employer and
shall mutually agree for such changes as may be required to be made in the agreement.

In the interest of timely completion of the project, after discussion and getting assurance
from manufacture of _____ pipe, the following schedule for _____ pipe supply is
proposed in order to meet the milestones and desired target of the projects.

~~Total number of days for supply of pipe shall be _____ days from the date of work order. We hereby declare that the supply of pipes for the Project will be ensured by us (within _____ days) as per the above mentioned schedule. We are aware that , in case the above schedule is not met with by us , we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non fulfillment of assured supply of pipes.~~

~~For, (Name of Bidder) _____ For, (Name of Pipe Manufacturer)~~

~~Authorised Signatory _____ Authorised Signatory~~