

**CONTRACT NO.**

**GUJARAT WATERSUPPLY & SEWERAGE BOARD  
(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)**



**Bid documents for“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”**

**VOLUME – I A  
TECHNICAL BID**

**Name of Division:  
Executive Engineer,  
P. H. Mechanical Division,  
Gujarat Water Supply & Sewerage Board,  
205, 206 Jalbhavan, GERI campus,  
Vadodara  
☎: +91 9978443282**

**INDEX**

<b>Sr. No.</b>	<b>PARTICULARS</b>
	<b>VOLUME- I A</b>
1	SECTION- I: Tender Notice
2	SECTION- II: Instructions To Bidders
3	SECTION- III: Qualification Criteria & Evaluation Procedure
4	SECTION- IV: Qualification Data Sheet To Be Filled Up By The Bidder
	<b>VOLUME – IB</b>
1	General Conditions Of Contract
2	Special Clause
3	Insurance & Annexure

**TENDER NOTICE**

1	Department Name:	Gujarat Water Supply & Sewage Board
2	Circle/Division:	P. H. Mechanical Circle, Vadodara P. H. Mechanical Division, Vadodara
3	Tender Notice No:	/2025-2026
4	Name of Project:	<b>“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”</b>
5	Name of Work:	<b>“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”</b>
6	<b>Estimated Contract Value (INR):</b>	<b>Rs. 49,63,108.41/-</b>
7	Period of completion of work (in Months):	<b>6 Months (S.I.T.C)</b>
8	Period of O & M (in Years)	NA
9	Bidding Type:	Open
10	Bid Call (Nos.):	1
11	Tender Currency Type:	Single
12	Tender Currency Settings:	Indian Rupee (INR)
13	Joint Venture:	Not Applicable
14	Rebate:	Applicable
	<b>Amount Details</b>	
15	Bid Document Fee/Bid Processing Fees/ Tender Fee:	<b>Rs. 1500=00 (One Thousand Five Hundred Only)</b>
16	Bid Document Fee Payable To:	Executive Engineer, P. H. Works Division, Vadodara
17	Bid Security/EMD/Proposal Security (INR):	<b>Rs. 50,000.00(Fifty Thousand only)</b>
18	Bid Security/EMD In Favour of:	Executive Engineer, P. H. Works Division, Vadodara
	<b>Tender Dates</b>	Note: All Dates are in dd/mm/yyyy/hrs./min. as per Indian Standard Time (IST)
19	Bid Document Downloading Start Date:	As per NIT
20	Site Visit:	No Site Visit

21	Pre Bid Meeting:	NA
	Address for Pre Bid meeting:	NA
22	Bid Document Downloading End Date:	As per NIT
23	Last Date & Time for Online Receipt of Bids:	As per NIT
24	Physical Submission of Documents Last Date & Time:	As per NIT
25	Bid Opening Date:	As per NIT if Possible
26	Bid Validity Period:	180 Days from the last date of submission of bid.
27	Physical Submission of Tender Fee, Earnest Money Deposit and PQ Supporting Documents:	<p>Instrument of tender fee &amp; EMD shall be submitted in electronic format only through online (By scanning while uploading the bid). This submission shall mean that Tender Fees and EMD are received for purpose of opening the bid. Accordingly offers of only those Bidders shall be opened whose tender fees and EMD is received electronically. However for the purpose of realization of instrument of tender fees&amp; EMD, Bidder shall send the same in original through <b>RPAD/SPEED POST/HAND DELIVERY</b> so as to reach to <b>"Executive Engineer, P. H. Mechanical Division, Vadodara"</b> On next day of the last date of bidding As per NIT up to 15.00hours. Non submission/Non receipt of DD/FDR in original, of any Bidder(s) shall result into debarment of such Bidder(s) from participating in any tender of the GWSSB/GWIL for period of minimum 3 years as a punitive action.</p> <p>Any document in supporting to tender bid shall be submitted in electronic format only through online (by scanning etc.) and submission only in hard copy will not be accepted separately.</p>
28	Payments details	<p>1. Tender fee, Earnest money deposit, PAN Card shall be uploaded online only.</p> <p>2. Tender Fees (Document fee) amounting to <b>Rs.1500=00 (One Thousand Five Hundred Only)</b> in favour of <b>"Executive Engineer, P. H. Works Division, Vadodara"</b> in form of <b>Demand Draft</b> shall be issued by any nationalized bank or as per list mentioned in FD/MSM/e-file/2025/2712/DMO Date: 01/04/2026 (Enclosed).</p>

		<b>Earnest Money Deposit</b> Rs. <b>50,000.00 (Fifty Thousandonly)</b> in form of <b>FDR</b> in favour of " <b>Executive Engineer, P. H. Works Division, Vadodara</b> " valid up to 28 days from the date of closure of the bid validity period of 180 days i.e. <b>(Total of 180+28=208 days)</b> , shall be issued by any nationalized bank or as per list mentioned in GR of Finance Department, FD/MSM/e-file/2025/2712/DMO Date: 01/04/2026 (Enclosed)
	<b>OTHER DETAILS</b>	
29	Officer Inviting Bids:	Executive Engineer, P. H. Mechanical Division, Vadodara
30	Bid Opening Authority:	Executive Engineer, P. H. Mechanical Division, Vadodara
31	Address:	205-206, 2 <sup>nd</sup> Floor, Jal Bhavan, GERI Campus, Race Course, Vadodara
32	Contact Details of Officer Inviting Bid:	Phone:- <b>9978443282</b>
33	Submission of Tender:	<p>The following documents shall be uploaded while submitting the BID online:</p> <ul style="list-style-type: none"> <li>• Scanned copy of Demand Draft as tender fees</li> <li>• Scanned copy of FDR as EMD</li> <li>• Scanned copy of Minimum "E 1" Class or Above Electrical Contractor in <b>R &amp; B (Electrical)</b> Department, Government of Gujarat</li> <li>• Scanned copy of PAN card</li> <li>• GST registration certificate.</li> <li>• Affidavit on 300 Rs Stamp for truthfulness of documents.</li> <li>• Appendix-I</li> </ul> <p>In addition to the documents mentioned above, the documents required as per attached Forms &amp; Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as price bid in Electronic format on stipulated website &amp; date as mentioned in the tender document. No offer in physical form will be accepted.</p>

<b>34</b>	General Terms & Conditions:	As Per Tender Document
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**For any clarification the Bidder may contact:**

**Executive Engineer, P. H. Mechanical Division, Vadodara on cell number:**

**9978443282OR Deputy Executive Engineer, P. H. Mechanical Sub Division,**

**Vadodara cell number 9978443275**

## 1.0 Details to be furnished along with application

1. Interested Bidders can view these tender documents online. The Bidders who are interested in bidding in these tenders can download tender documents as mentioned above.
2. Tender Documents are available only in electronic form. Bidders shall upload the tender documents as per time line specified as above, Tender fee and Bid Security (EMD) shall have to be furnished as specified in **Sr. No 15 to 18 of Tender Notice**. The intending bidders have to submit the following documents also. The Bidder should submit all the forms electronically only.

- a. Power of attorney.

A power of attorney on **Rs.300/- Non Judicial e-stamp paper** of appropriate value duly notarized, if power is delegated for signing the bid to other persons by applicant. (Scanned Copy).

- b. Company's profile and Certificate of Registration of company under the law.

Bidders, who wish to participate in this tender, will have to register on [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com). Further, Bidders who wish to participate in online tenders will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign, their electronic bids. Bidders can procure the same from GNFC, Ahmedabad, who are licensed certifying authority by Government of India and they will assist them in procuring the same as below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

M/s. (n) Code Solution, A Division G.N.F.C. Ltd.,

301, G.N.F.C. Info Tower, Bodakdev, S.G. Road,

Ahmedabad, Gujarat – 380054 (INDIA)

Phone No.079-40007501, 40007512, 40007516, 40007517 Fax 079-26857321

**Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)**

## 2.0 Contacting Officers

Further details of the work and plans can be available from the office of

**Executive Engineer, P. H. Mechanical Division, Vadodara on Cell Number:9978443282,Email Id: [eemdnvadodara@gmail.com](mailto:eemdnvadodara@gmail.com)**

In case Bidder needs any clarification or if any training is required for participating in online tendering, they can contact the following office:

M/s. (n) Code Solution, A Division of G.N.F.C. Ltd.,

301, G.N.F.C. Info Tower, Bodakdev, S.G. Road, Ahmedabad, Gujarat – 380054 Phone No.079-40007501, 40007512, 40007516, 40007517 Fax 079-26857321

**Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)**

### **3.0 DOWNLOAD OF TENDER DOCUMENT**

The tender document for this work are available only in Electronic format, which Bidders can download free of cost from the internet site [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com)

### **4.0 SUBMISSION OF TENDER**

Bidder shall submit their offer in Electronic format on above mentioned website within the date specified in the Tender Notice after Digitally Signing the same. Offers, which are not Digitally Signed, will not be accepted. No offer in physical form will be accepted and any such offer, if received by the GWSSB, will be outright rejected.

Submission of Tender fee, bid security, other documents shall be as per Tender Notice.

### **5.0 OPENING OF TENDER**

The Technical bid will be opened as per the date mentioned in Tender Notice on website <http://www.gwssb.nprocure.com>. Intending Bidders or their representative who wish to participate in online tender opening can log on to <http://www.nprocure.com> on the due date and time, mark their presence or participate in online tender opening. For more details vendors are requested to refer “Vendor Training Manual”. Bidder who wishes to remain present at GWSSB premises at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present. Date of opening of Price bid will be informed only to the qualifying Bidders.

### **6.0 GENERAL INSTRUCTIONS**

- a) The Bid Document Fee will not be refunded under any circumstances.
- b) EMD in the form specified in tender document only shall be accepted.
- c) The offer shall be valid for 180 days from the last date of submission of bid.
- d) Tenders without Bid Document Fee, Earnest Money Deposit (EMD), Valid Registration Certificate and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.
- e) Not more than one tender shall be submitted by a Bidder.
- f) Conditional tender shall not be accepted.
- g) GWSSB reserves the right to accept the lowest responsive offer, based on evaluation of package and reject any or all tenders without assigning any reason.

- h) The notice shall form a part of contract document.
- i) The bidders are advised to read carefully the “Instruction” and “Eligibility Criteria” contained in the tender documents.
- j) The internet site address for E-Tender is <http://www.nprocure.com> and that of corporate website is <http://www.gwssb.org>.

## MEMORANDUM OF WORK IN BRIEF

**Name of Work: "Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS."**

1. **Name of Employer:** :E.E. P.H. Mech. Division Vadodara.
2. **Name of concerned Chief Engineer:** Mr. Bhavik Rathod
  - a. Address: Zone-1, 3<sup>th</sup> Floor, Jalseva Bhavan, Geri Campus, Vadodara
  - b. Telephone No: 99784 41108
  - c. Fax No.: 0265- 2333091
  - d. E-mail address: cezone1@gmail.com
3. **Name the concerned Superintending Engineer:** Mr. Dhaval Shah
  - a. Address: 305-306, 3<sup>th</sup> Floor, Jalseva Bhavan, Geri Campus, Vadodara
  - b. Telephone No: 99784441223
  - c. Fax No.:
  - d. E-mail Address: semvadodara@gmail.com
5. **Name of the Concerned Executive Engineer:** Mr. Rajendra Patel
  - a. Address: 205-206, 2<sup>th</sup> Floor, Jalseva Bhavan, Geri Campus, Vadodara
  - b. Telephone No. : 99784 43282
  - c. Fax No.:
  - d. E-mail Id: eemdnvadodara@gmail.com
6. **Estimated Costs: Mentioned in Tender Notice**
7. **Time allowed for completion of the works: Mentioned in Tender Notice**
8. **Amount of Earnest Money deposit (EMD) as specified in the bid: As Mentioned in Tender Notice.**

Mode of submission of tender documents:

8.a) Technical & Price Bids duly filled in with scanned copy of EMD and tender fee and other supporting documents.	Online submission only on <a href="http://www.gwssb.nprocure.com">www.gwssb.nprocure.com</a>
8.b) Other documents in Hard Copy: Registration Certificate, IT Certificate, Tender fee, EMD, Solvency Certificate & Required Supporting Documents.	"Address of the concerned Executive Engineer" By <b>RPAD/SPEED POST/HAND DELIVERY</b>

**Note:** Tenders sent by any other mode than specified in 8a & 8b above will be outrightly rejected.

4. **Validity period of the offer** : 180 + 28 days from the last date of submission of bid.
5. **Opening of the Tender** : On the date specified, the electronic tender box will be opened.
6. **Place of opening** : As specified in the Tender Notice
7. **Date & Time of Opening** : As specified in the Tender Notice
8. **Amount of security Deposit** : As specified in the Tender Notice

**VOLUME – I A**

**SECTION-II**

**INSTRUCTIONS TO BIDDERS**

**A. GENERAL****1.0 GENERAL**

1. Online tenders are invited and published by the "Executive Engineer, P. H. Mechanical Division, GWSSB, Vadodara for the work of **“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”** from the contractors who are **registered as Electrical Contractor in Minimum Class "E1" Or Above in R&B Electrical Department**, State of Gujarat.
  - (i) The concerned Contractor shall submit the certificate of registration as Electrical Contractor in concerned State/Government bodies/Authority along with the tender.
  - (ii) CPWD/Railway and other State Governments Equivalent to Minimum class “E 1” of Gujarat State/Other Contractors who are registered as Electrical Contractors in Class E 1 or Above in Boards, Corporation, and Government Undertaking/Organisations of State & Central Government including all Public Sector Units equivalent to “E 1” class or Above 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/ themselves registered as Electrical Contractor in “E 1” class or above in Government of Gujarat (R&B Electrical Department);
    - b) to obtain registration as Electrical Contractor in Minimum “E 1” class or above before the date of finalization of work order of project contract to be issued, if awarded;
    - c) the proof of application for Registration as Electrical Contractor in minimum "E 1" class or above 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 is for the work **“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”**
- (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) 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.Mechanical Division, Vadodara** 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.300/-** 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 EMD 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 PQ 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. 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) 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) The approved Vendor list for the Electrical and other equipment 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 approved vendor list and/ Getco approved shall be applicable & considered for executing the job.
- (xxiii) The contractor shall have to pay the labour registration fee of Rs. 25/- or as applicable amount for 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) **(If any change while executing the project the latest shall be applicable).**
- (xxiv) 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.
- (xxv) **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 12 months from the date such rectified/ replaced goods starts functioning to the satisfaction of the purchaser.**
- (xxvi) **The Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of whole. 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.**

- (xxvii) The GWSSB 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
- (xxviii) 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.

### **GENERAL DESCRIPTION OF THE WORK**

This is a bid document for **“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”**

The successful Bidder shall have to undertake site surveys, route surveys for ascertaining the terrain and planning the scheme as well as to conduct geotechnical investigations for designing of foundation system of various structures. The contractor shall carry out all the hydraulic design, structural, mechanical, electrical designs and submit to client or their representative, along with all the good for construction drawings for review and approval before executing 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.

**The detailed description of the works is included in the volume IIA & B i.e. Technical Specifications & Data Sheets.**

### **PARTICULARS PROVISIONS**

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](http://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. BIS**

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 **“Supply, installation, testing and commissioning of VCB panel with required accessories at Rathadiya, Varnoli, Mahiji na Muvada and Karamadi Head Works, District: Vadodara under Different RWSS.”**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 of testing & commissioning of new equipment including successful completion of 01 month's trial running of all equipment.**

**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 GWSSB for the use of the Contractor in the execution of the Works, as stated in the GWSSB's requirements but does not include plant which has not been taken over by the Employer.

**1.2.27. EMPLOYER'S (GWSSB'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 otherdesigndocuments 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. Estimated Contract Value/Estimated Cost**

**Estimated cost OR Put to Tender Cost at the time of publishing the tender online.**

**1.2.30. EXECUTIVE ENGINEER**

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

**1.2.31. FACILITY**

Means the entire system to be designed and constructed in accordance with the provisions hereof, including the equipment, 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.

**1.2.32. GOODS**

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

**1.2.33. 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.

**1.2.34. 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 GWSSB for the performance of the contract.
- These persons shall notify the GWSSB 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 GWSSB.

**1.2.35. 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.

**1.2.36. 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. 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.

**1.2.40. PERFORMANCE GUARANTEES**

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

**1.2.41. PERMANENT WORKS**

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

**1.2.42. PIPE SUPPLIER**

Means the person that supplies pipes.

**1.2.43. RUPEE**

Means Indian National Rupees (INR)

**1.2.44. 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.

**1.2.45. 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.

**1.2.46. TEMPORARY WORKS**

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

**1.2.47. 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.

**1.2.48. WEEK**

Means seven consecutive days.

**1.2.49. WORKS**

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

**1.2.50. COMMISSIONING**

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

1.2.51. **COMPLETION**

Means the date of successfully commissioning of all the equipment in the scheme after satisfactory running for one month as a part of trial run.

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 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](http://www.gwssb.nprocure.com). Interested bidders can view these tender documents online, and can download 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.

4.2. **Time of Performance**

The successful Bidder will be expected to complete the works within **180Days** 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. Mechanical Division, Vadodara" 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 GWSSB 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 testing & commissioning of equipment and will be 12 months from the certified date of completion of work.**

#### 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 **jointly** through Third Party Agency appointed by the Superintending Engineer, P. H. Mechanical Circle, Vadodara.

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-today activities.

The GWSSB will make available site of work etc.

- b) All bids are to be completed and returned to the GWSSB 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, and Contact Person & Cell Numbers of Executing Authority as per appendix to bid details)

## 6. ONE BID PER BIDDER

Each Bidder shall submit only one bid either by himself. 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 Work i.e. **Rathadiya, Varnoli, Mahiji na Muvada and Karamadi** Pumping Station 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

**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. 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.

**10.2. 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.

**10.3. Electric Power**

The contractor will have to arrange with UGVCL (Power Supply Company), 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.

**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 GWSSB in writing or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the GWSSB's address indicated in the Invitation for Bids. The GWSSB will respond to any request for clarification, which it receives earlier than 4 days prior to Pre-bid meeting. Copies of the GWSSB's response, including a description of the enquiry, will be communicated on [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com).

**14. AMENDMENTS OF BIDDING DOCUMENTS**

- 14.1 At any time prior to the deadline for submission of bids, the GWSSB 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](http://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 GWSSB 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 GWSSB 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.

### **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 GWSSB'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 of **180 days** from the last date of submission of bid.

- 20.2 In exceptional circumstances, prior to expiry of the original bid validity period, the GWSSB 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 of 180 days **i.e. (Total of 180+28=208 days)**.
  - (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 28 days from the date of closure of the bid validity period of 180 days. 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 28 days beyond the original validity period for the bid and beyond any period of extension subsequently requested under Sub-Clause 20.2 **i.e. (Total of 180+28=208 days)**
- 21.3 Any bid not accompanied by an acceptable bid security shall be rejected by the GWSSB 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 10 days 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 and
  - (c) If the successful Bidder fails,
    - i. To furnish security deposit in accordance with the relevant clause in the bid and
    - ii. To sign the contract with in 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/GWILforMinimumthree 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.

### **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. 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.
- 24.7. 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](http://www.gwssb.nprocure.com)
- 24.8. 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 permanent account number (PAN)& GST.
- 25.2. 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 Electrical Contractor Registration for minimum "E1" Class or above in Government of Gujarat (R&B ELECTRICAL) shall be submitted.
- 25.3. 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.
- 25.4. Scanned copy of EMD 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/Hand Delivery.
- 25.5. Scanned Copy of the Site Visited by Agency Certificate (Appendix -I) Duly Signed with concern Deputy Executive Engineer.
- 25.6. 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/Hand Delivery.
- 25.7. Scanned copy of all the prescribed Forms & Annexure mentioned in Section-III, also in physical form in separate sealed cover by RPAD/Speed Post/Hand Delivery in the office of The Executive Engineer as mentioned in Tender Notice.
- 25.8. The Bidder should submit undertaking on **non-judicial stamp paper of Rs.300/- 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.
- 25.9. 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.
- 25.10. All MOUs 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 [www.gwssb.nprocure.com](http://www.gwssb.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 FDR 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/Hand Delivery 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 [www.gwssb.nprocure.com](http://www.gwssb.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.

All Tenders will be opened online irrespective of the presence of the Bidder.

## **F. EVALUATION OF TENDER**

### **EVALUATION & COMPARISON OF TECHNICAL PROPOSAL**

The GWSSB 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 GWSSB'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.300/- 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) 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.

- (c) 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.
- (d) 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 PERMISSIBLE**

**Joint venture consortium is not eligible for this tender.**

**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 GWSSB's 'right' or the Bidder's obligations to the Employer and
- 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 GWSSB, the GWSSB will notify the successful Bidder by fax, 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 15 days 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 Ahmedabad or AHMEDABAD and the same shall become refundable as per Clause No. 01 under General Conditions of Contract.

## **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 this Division or its Sub-Division as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Circle Office as 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 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 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 180 days from last date of receipt of Tenders.

**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.300/- 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 BIDDER(S)**

- 44.1 The applicant in the same name and style shall be a well-established 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 Bidder(s) are required to deploy the necessary machineries/equipment (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 Mechanical/Electrical/IT Technical Staff as specified.

**APPENDIX – I****C E R T I F I C A T E ( Duly Signed by Concern DEE)**

I/We certify that I/we have inspected the locations of the proposed work (s) before quoting my/our rates.

I/We have also surveyed the area (s) and have satisfied myself / ourselves regarding the quality, quantity, availability of transport facilities through the network of available roads and pathways for completion of all works of the tender.

Address of Bidder or Contractor

Signature of Contractor

Date

Deputy Executive Engineer

## On a non-judicial stamp paper of Rs. 300/-

## AFFIDAVIT

I, \_\_\_\_\_ aged, \_\_\_\_\_ occupation service/ business/ residing at \_\_\_\_\_, do hereby state on solemn affirmation and declare on oath as under :

1. I say that I am working with name of the organization/ bidder as director/ partner/ proprietor/ others designation and duly authorized/ competent person of the said name of the organization/ bidder to do present affidavit on its behalf.
2. I say that the said name of the organization/ bidder has submitted/ uploaded tender/ e-tender floated by the designated office of GWSSB, Gujarat Water Supply and Sewerage Board, Place being tender/ e-tender ID No.: \_\_\_\_\_ for the work of \_\_\_\_\_.
3. I have read the terms and conditions of the said tender. I have understood the same and are acceptable to me/ name of the organization/ bidder.
4. I hereby state and declare that my/ our firm has not been blacklisted in any Govt./ Semi Govt. Department of state/ Central Govt/ Municipality/ Municipal Corporation.
5. I hereby state and declare that my/ our firm has not left any work incomplete in any Govt./ Semi Govt. Department of state/ Central Govt/ Municipality/ Municipal Corporation.
6. I say that the details and particulars given by the name of the organization/ bidder are true and correct. I also state and declared that the said name of the organization/ bidder has not concealed any facts, details or particulars and are true, correct and complete.
7. I say that if any particulars found to be incorrect or incomplete or misleading in any manner, the GWSSB shall have full authority to cancel the tender at any point of time and the name of the organization/ bidder shall be liable for all the consequences that may arise out of the action of GWSSB.
8. I say that I am aware that making wrong statement on affidavit is a punishable offence.
9. I have visited this scheme and all component observed i.e. electro-mech. machinery/panel/cable/Transformer/Oil filter/toping oil/valves/ pressure gauge/flow meter/ E.O.T. crane etc.and will take over said work in “ AS-IS-WHERE-IS” condition to get it repaired if work is awarded, within 30 day of agreement.

Solemnly affirmed on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 at \_\_\_\_\_.

Seal and Signature of Notary \_\_\_\_\_