

**GUJARAT WATER SUPPLY & SEWERAGE BOARD
GANDHINAGAR**



BID DOCUMENTS FOR THE WORK OF

Name of work:- Construction Of GCI Cabin 16 m X 8 m. at Jal Seva store Bhachau under M&R Programme Year 2025-26 (3rd Attempt)

Volume-I

PRE-QUALIFICATION & TECHNICAL SPECIFICATION

| Milestone Dates | |
|---|----------------|
| Site Visit | Not Applicable |
| Pre- Bid Conference. | - |
| Last date of downloading of tender Documents | As per NIT |
| On line Submission of Price Bid | As per NIT |
| Submission of tender Fee EMD & Other Documents in physical form | As per NIT |
| Online Opening of Price Bid | As per NIT |
| | |

Executive Engineer

Gujarat Water Supply & Sewerage Board

P.H. Works Division, Bhachau.

Mo. 9978406854

E-mail:- exendnbhachau1@gmail.com

NOTICE FOR INVITING ON-LINE TENDER**GUJARAT WATER SUPPLY & SEWERAGE BOARD****TENDER NOTICE NO. : 06/2025-26.**

GWSSB Department invites Online Tenders for **Construction Of GCI Cabin 16 m X 8 m. at Jal Seva store Bhachau under M&R Programme Year 2025-26 (3rd Attempt)**

| (A) | Details of Tender item: | | | | |
|--|--|-------------------------------------|-----------|-------------------|------------------------------|
| Sr. No. | Name of Work | Estimated Tender Value (Rs. In lac) | EMD (Rs.) | Tender fee In Rs. | Period of completion of Work |
| 1. | 2. | 3 | 4 | 5 | 6 |
| 1. | Construction Of GCI Cabin 16 m X 8 m. at Jal Seva store Bhachau under M&R Programme Year 2025-26 (3 rd Attempt) | Rs. 6,67,721.20 | 6700.00 | 900.00 | 02 months |
| NOTE: - Agency should Quote the rate excluding the GST. It will be paid extras on the rate approved in tender | | | | | |

| (B) | Schedule for e-tendering is fixed as under: | |
|-------|---|--|
| (i) | Site Visit (If any) | Not required |
| (ii) | Pre-bid Conference | Not required |
| (iii) | Downloading of tender documents | As per NIT |
| (iv) | On line submission of price-bid | As per NIT |
| (v) | Submission of EMD. Tender fee. Tender. | <p>-Instrument of tender fee & 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 offer of only those shall be opened whose tender fee and EMD is received electronically. However, for the purpose of realization of instrument of tender fee & EMD, bidder shall send the same in original through RPAD/SPEED POST so as to reach to “Ex.Eng.P.H. Work Division Bhachau-kutch”. Up to the next day of last date of bidding (As per NIT) up to 15:00 Hrs. For not submitting DD/FDR/BG in original, bidder shall be banned to participate in any tender of the Board for period of 3 years as a penalty.</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> <p>1. Contractor must have to upload Affidavit regarding documents submitted by them are Genuine and</p> |

agency must not black listed by any Government department (s) and / or debarred on the Rs.300 Non judicial stamp paper as per format attached with tender documents. Tender fee, Earnest money deposit, PAN card shall be uploaded online only

1. Tender fee, Earnest money deposit, PAN card shall be uploaded online only

Tender fee (Document fee) amounting to **Rs. 900.00** in favor of “Executive Engineer, P.H. Works Division, Bhachau” in form of Demand Draft shall be issued by any Nationalized Bank or as per list mentioned in GR of. Finance Department, **GR.No:FD/MSM/EFIL/4/2025/2712/DMO date:01.04.2026 (Enclosed).**

Earnest Money Deposit.

Rs. **6700.00** in form of FDR or Bank Guarantee in favor of “Executive Engineer, P.H. Works Division, Bhachau” Valid up to 208 days from the date of closure of the bid validity period of 180 days, shall be issued by any Nationalized Bank or as per list mentioned in GR of. Finance Department,

GR.No:FD/MSM/EFIL/4/2025/2712/DMO date:01.04.2026 (Enclosed).

The following documents shall be uploaded while submitting the BID online:

- Scanned copy of Demand Draft as tender fee
- Scanned copy of FDR as EMD.
- Scanned copy of contractor's registration certificate **(E 2 Class and above) in Civil Contractor** in Govt. of Gujarat (R&B/WRD/GWSSB) and for others as mentioned below:

CPWD/ Railway and other State Governments equivalent to class **(E 2 Class and above) in Civil Contractor** of Gujarat State/ Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organizations of state & central government including all Public Sector Units equivalent to **(E 2 Class and above) in Civil Contractor** of Gujarat state having the above stated criteria, such Contractor shall have to apply on or before the last date of Submission of Tender documents to get himself registered in **(E 2 Class and above) in Civil Contractor** in Government of Gujarat R&B/WRD/GWSSB and obtain registration in **(E 2 Class and above) in Civil Contractor** before the date of finalization of work order of Project Contract to be issued, if awarded. The proof of application for Registration in **(E 2 Class and above) in Civil Contractor** shall have to be uploaded with the Tender documents.

- Scanned copy of Bidder's solvency certificate. **(Min. of 20 percentage of Estimated Cost)**

- Scanned copy of PAN card.

| | | |
|--------|---|---|
| | | 1. Bidder shall submit their offer i.e. Technical bid as well as price bid in Electronic format on stipulated website & date as mentioned in the tender document. No offer in physical form will be accepted. |
| (vi) | Online opening of Preliminary Bid | As per NIT |
| (vii) | Online opening of Price Bid | As per NIT |
| (viii) | Online Identification Number of tender on web site. | |

Eligibility :

| | |
|------------|---|
| | Further Details of this tender are as under: |
| 1.0 | Particulars: As above (A) |
| 2.0 | Downloading Tender Document end Date: Up to date 08/07/2026, up to 18:00 Hrs. |
| 2.1 | Bid documents will be available on web site up to Date shown above. |
| 2.2 | Bidders wishes to participate in this tender will have to register on web site https://gwssb.nprocure.com |
| 3.0 | Digital Certificate: |
| 3.1 | Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India. |
| 3.2 | All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted: |
| | (n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18 Fax: +91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190, 9898589652 |
| 3.3 | Bidders who already have a valid Digital certificate need not procure a new Digital certificate. |
| 4.0 | Pre-bid conference: |
| 4.1 | Pre-bid conference not required. |
| 5.0 | On line Submission of price bid. |
| 5.1 | Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted. |
| 5.2 | Tenderer shall submit their offer i.e. price bid in Electronic format on above mentioned website & Date shown above after Digitally signing the same. |
| 5.3 | Offers submitted without digitally signed will not be accepted. |
| 5.4 | Offers in physical form will not be accepted in any case. |
| 6.0 | Submission of Tender Fees, Bid Security and other Documents: |
| | Demand Draft/ FDR/ Bank guarantee for EMD & Tender fee shall be submitted in electronic format through online (by scanning) while uploading the bid. This submission shall mean that E.M.D & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D & tender fee is received electronically. However for the purposed of realization of DD/ FDR/ Bank guarantee, bidder shall send the same in original through RPAD/ Speed post only so as to reach to concerned Office as mentioned in the tender documents up to 09/07/2026 15:00 Hrs from the last date of uploading. DD/FDR/Bank guarantee shall be only of Nationalized banks, Scheduled banks or 4 private banks notified by |

| | |
|-------------|---|
| | GWSSB. For not submitting DD in original bidder shall be banned to participate in any tender of the Board for period of 3 years as a penalty action. Any other document in supporting of tender shall be submitted in electronic format only through online by scanning etc. and hard copy will not be accepted separately. |
| 6.1 | Other Documents required to be submitted: |
| a. | Registration in class-E-2 and above. |
| b. | Pan-card. |
| c. | Current years Bank solvency |
| d. | Affidavit |
| 6.2 | The bidder shall have to submit unconditional offer without differing from any of the tender condition. |
| 7.0 | Opening of Tender: |
| 7.1 | Opening of bid documents will be held on Date & time shown above in the Office of The Executive Engineer, Public Health Works Division, Next to Sahyog Govt. Hospital, Bhachau-Dudhai Road, Bhachau-370140 |
| 7.2 | Intending bidders or their representative who wish to remain present at GWSSB premises at the time of tender opening can do so. |
| 7.3 | Price bid of only those bidders would be opened online who are found to be substantially responsive. |
| 8.0 | Contacting Officer: |
| 8.1 | Further details/clarification if any required will be available from Office of The Executive Engineer, Public Health Works Division, Next to Sahyog Govt. Hospital, Bhachau-Dudhai Road, Bhachau-370140. Phone Numbers 9978406908. |
| 8.2 | In case bidder needs any clarification/assistance or if training required for participating in online tender, they can contact at following office. |
| | <p>(n)Code solutions A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 (India) Tel : +91 26857316/17/18 Fax: +91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190, 9898589652</p> |
| 9.0 | General instructions: |
| 9.1 | The fees for on line tender document will not be refunded under any circumstances. |
| 9.2 | EMD in the form specified in tender document only shall be accepted. |
| 9.3 | Tenders without Tender document fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected. |
| 9.4 | Conditional tender shall not be accepted. |
| 9.5 | Bid shall be valid for 180 days from price-bid opening date. |
| 9.6 | This tender notice shall form a part of tender document. |
| 9.7 | The tenderers are advised to read carefully the "Instruction for Tenderer" and "Eligibility Criteria" contained in the tender documents. |
| 9.8 | Tenders without Tender Document Fee, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect shall not be considered. |
| 9.9 | The tender fee and EMD shall be paid as mentioned in Sr.No.6 |
| 9.10 | . If the documents furnish on line regarding EMD and Tender fee do not match with the Bank record, In that case tender will be non responsive and necessary action will be taken against the bidder |
| 9.11 | The Internet site address for E-Tender is https://gwssb.nprocure.com and that of corporate web site is www.gwssb.org |
| 9.12 | Free training camp for bidders will be organized on every Saturday between 1.00 to 5.00 P.M. at (n)Code solutions, A division of GNFC, 301, GNFC Info tower, Bodakdev, Ahmedabad- 380 054 (India). Bidders are requested to take benefit of the same. |

TENDER DETAILS

1.0 Time of Performance:

The successful bidder will have to complete the work within **02** months from the date of issue of the work order.

1.1 Project Implementing /Supervising Agency:

The "Gujarat Water Supply & Sewerage Board" shall be the project- Implementing /supervising agency. This contract shall be administered and managed by Executive Engineer, P.H. Works Division Concerned as per given in Appendix to Bid details, for and on behalf of Gujarat Water Supply & Sewerage Board and shall act as the "Engineer in-charge".

3) ELIGIBLE BIDDERS:

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

3.2 Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the Central Govt. State in accordance with guidelines or the list of black listed contractors announced by GWSSB/Govt. of Gujarat or its Public Sector undertakings.

4) ELIGIBLE MATERIALS, EQUIPMENTS & SERVICES:

4.1 For purposes "services" means the works and all project-related services including design services.

4.2 For purposes above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The materials, equipment and services to be supplied under the contract shall comply with the following provisions:

- (a) All materials, equipment and services (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other equipment and services) shall be designed to be used prior to, during, and after the calendar year **(latest year)**;
- (b) Neither the performance nor functionality of such materials, equipment and services shall be affected by dates prior to, during, and after the **(latest year)**
- (c) Such materials, equipment and services, and the logic included therein, shall operate during each such time period without error relating to date data, specifically including any error relating to, or the production of, date, data which represents or references different centuries or more than one century and the correct treatment of the Year as a leap year, and
- (d) The provision and use of such materials, equipment and services shall not infringe or violate any industrial property of intellectual property rights or claim of any third party.

5. ONE BID PER BIDDER:

Each bidder shall submit only one bid either by itself. A bidder who submits or participates in more than one bid under this proceed will cause all those bids to be rejected.

6. COST OF BIDDING:

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

7. SITE VISIT:

- 7.1 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, 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.
- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses Incurred as a result of the inspection. The Employer may conduct a Site visit concurrently with the Pre-Bid Meeting referred to in bid.
- 7.3 The concerned bidder can visit make site visit, necessary help can be made available to bidder on request to concerned official person as mentioned in the bid.
- 8.0 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, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

9. CLARIFICATION OF BIDDING DOCUMENT:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing 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 7 days prior to deadline for submission of bids. Copies of the Employer's response, including a description of the enquiry, will be forwarded to all purchasers of the bidding documents.

10. AMENDMENTS OF BIDDING DOCUMENTS:

- 10.1 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 addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
- 10.3 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 21.
- 10.4 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

11. 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.

12. DOCUMENTS COMPRISING THE BID:

- 12.1 The bid submitted by the bidder shall comprise two tier (section) submitted simultaneously, one containing only the "Technical Proposal" and the other the "Price Proposal".
- 12.2 The technical proposal shall contain the following:

- (i) Information on Qualification
 - (ii) Confirmation of Eligibility
- 12.3 The price proposal shall contain the following
- (I) Schedule A for material from the board store
 - (ii) Schedule of prices
 - (iii) Schedule of Payments

13. 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 Clauses 14 and 15.

14. BID PRICES:

- 1.14.1 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 work.

2.

15. BID CURRENCIES:

The prices shall be quoted on fixed and firm price basis in Indian currency (i.e. INR) only without any price escalation and / or statutory variation.

16. BID VALIDITY:

- 16.1 Bids shall remain valid for a period of 180 days after the date of opening of technical proposals as specified in Sub-Clause 25.1

- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. 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 17 in all respects.

17. BID SECURITY:

- 17.1 The bidder shall furnish, as part of its bid with the technical proposal, a bid security in the amount as mentioned in tender

Notice.

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

- (a) A Demand Draft payable to (Name of Executing Authority given in Appendix to Bid details) issued by a reputed Scheduled Bank except co-operative bank or a foreign bank.
- (b) A fixed deposit receipt pledged in the name of (Name of Executing Authority given in Appendix to Bid details) from reputed Scheduled Bank except co-operative bank or a foreign bank and valid up to 28 days from the date of closure of the bid validity period of 180 days.
- (c) An unequivocal and unconditional Bank Guarantee in the prescribed format given in this document issue by reputed Scheduled Bank except co-operative bank or a foreign bank 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 standard format form of bid security. 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 16.2.

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

- 17.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration of the period of bid validity.
- 17.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 17.6 The bid security may be forfeited;
- (a) If the bidder withdraws its bid, except as provided in Sub-Clauses 23.1 and other relevant clauses.
 - (b) If the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 35.2; or
 - (c) In the case of a successful bidder, if it fails within the specified time limit to:
 - (I) Sign the Contract Agreement,
 - (II) Furnish the required performance security,

18. 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.

19. PRE-BID MEETING:

Not required.

D. SUBMISSION OF BIDS

- 20.** Gujarat Water Supply and Sewerage Board have adopted E Tendering in place of manual tendering process since E Tendering is allowed under Information Act 2000 (IT ACT 2000) and as per the latest Central Vigilance Commission.

As required under IT ACT 2000 it is mandatory for all electronic documents to be digitally signed to be legally valid and hence all the contractors who wish to participate in E Tenders will have to procure Digital Certificate. Digital Certificate can be procured from government authorized Certifying Agency more specifically defined in Vendor Training Manual.

Interested Contractors will have to submit their Price Bid only on website **As per NIT** and if any Price Bid is received in physical form it will be outrightly rejected. Contractors are supposed to fill all the schedules/forms for Technical and Price Bid as available on <http://gwssb.nprocure.com>, the official e procurement website of GWSSB.

All supporting document to support the experience and technical capabilities of a contractors can be either uploaded on the website <http://gwssb.nprocure.com> or can be given in form of a CD provided the data in CD are also digitally signed. The procedure for the same is more specifically specified in Vendor Training Manual, and the same can be downloaded from the website. Digital Signer, the application using which you can digitally sign a file is also available on <http://gwssb.nprocure.com>.

21. DEADLINE FOR SUBMISSION OF BIDS:

- 21.1 Bids must be submitted on line not later **As per NIT** (as mentioned in tender notice).
- 21.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

22. LATE BIDS:

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

23 MODIFICATION & WITHDRAWAL OF BIDS:

23.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids. **However, no modification or withdrawal shall be permitted and accepted after the deadline for submission of bids.**

23.2 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 23.1 and 35.2.

23.3 Except as provided in Sub-Clause 29.2, withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 16.1 shall result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

24 Multiple Login ID for a Company, for tender submission It has been brought to our notice that in most of the companies multiple people are involved in tendering and hence for online collaboration purpose the same should be allowed.

For a company, we will allow 2 Login ID's to be created.

The 1st Login ID should be that of an administrator who holds the power of attorney.

Only using this Login ID, can one submit Rebate and click final submission button. This id if need be can also be used to prepare the Technical Bid, and Financial Bid.

The 2nd Login ID is optional, which if a company feels it can create, provided there is a separate digital certificate for this id too. Using this id one can prepare the Technical Bid, Submit EMD and Prepare the Financial Bid. Using this ID the rebate and final submission cannot be submitted, as it will be disabled.

Contractors are to ensure that the 1st ID they create should be of person who holds power of attorney. If a bid is found to be too submitted by a person who does not hold the power of attorney, it will be out rightly rejected.

In case a company wish to just one Login ID to bid, instead of multiple one as specified above, it is allowed to do so, provided the person who has created Login ID has to power to attorney to submit the bid in GWSSB tenders.

OPENING AND EVALUATION OF PRICE PROPOSALS

25 OPENING OF PRICE PROPOSALS:

25.1 The Employer will open the price proposals of all bidders who submitted substantially responsive technical proposals online on <http://gwssb.nprocure.com> website at the time and date at the location advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.

25.2 The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.

25.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause.

26. PROCESS TO BE CONFIDENTIAL

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

27 CLARIFICATION OF PRICE PROPOSALS AND CONTACTING THE EMPLOYER:

27.1 To assist in the examination, evaluation and comparison of price proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 35.

27.2 Subject to Sub-clause 33.1, no bidder shall contact the employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

27.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

28 PRELIMINARY EXAMINATION OF PRICE PROPOSALS AND DETERMINATION OF RESPONSIVENESS:

28.1 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, whether the bids are substantially responsive to the requirements of the bidding documents.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.

28.3 If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

29 CORRECTION OF ERRORS:

29.1 Price Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

29.2 The amount stated in the Form of Bid for Price Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 17.6(b).

30 EVALUATIONS AND COMPARISON OF PRICE PROPOSAL:

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 34.

30.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in Sub-Clause 36 and in the Employer's Requirements.

- (a) The additional price, if any, reflected in the price proposal. If the price stated is not realistic the bid is liable to be rejected,
- (b) Compliance with the time schedule called for in the Appendix to Price Proposal and evidenced as needed in a milestone schedule provided in the bid;

- (c) The projected operating costs during the initial period of operation of the facilities,
 - (d) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and
 - (e) The extra cost of work, services, facilities etc. required to be provided by the Employer or third parties.
- 30.3 (a) The Employer reserve the right to accept or reject any variation or deviation. Variations, deviations, and other Factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- (b) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.(c) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 41 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

G. AWARD OF CONTRACT

31 AWARD:

Subject to Clause 36/41, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3

32 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

Notwithstanding Clause 39, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33 NOTIFICATION OF AWARD:

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer 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 Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required), the Employer will promptly notify the other bidders that their bids have been unsuccessful.

34 SIGNING OF CONTRACT AGREEMENT:

- 34.1 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 provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within 15 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

35 PERFORMANCE SECURITY:

- 35.1 The successful bidder shall have to pay performance security as per provision made in Clause 4.2 of condition of particular application in the form of unequivocal bank guarantee issued by any nationalized or scheduled (other than co-operative bank) or a foreign bank having branch at Ahmedabad and the completion of the period of operation and maintenance. However the retention money deducted from the running account bills shall become refundable after 90 days of successful completion of the period of operation and maintenance.

36 CORRUPT OR FRAUDULENT PRACTICES:

- 36.1 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 behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the 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.

Furthermore, bidders shall be aware of the provision stated in Sub-clause 14.5 of the Conditions of Contract, Part II – conditions of particular application.

37. Defect liability period: - 1 year, after the completion of trial run.

SECTION – C

SPECIAL INSTRUCTION TO THE TENDERERS

1. The intending tenderers should visit the site, examine the site details, including geological and geo-hydrological conditions and verify the Technical Details given in the tender and accompanying drawings, collect additional or supplementary data as may be required and formulate their offer accordingly.
2. Tender has to study the nature of work by properly study of drawing and data supplied
3.
 - 3.1 All Tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements which does not full requirement will be treated as non-responsive and rejected outright.
 - 3.2 Conditional tenders which is not in format of E - tender shall be treated as non-responsive and rejected outright.
 - 3.3 Contractors shall have to quote for the entire work and all items mentioned in the schedules containing bill of quantities and scope of work. Alternative offer is not acceptable and such offers will be considered non-responsive and out rightly rejected.
4. Contractors should invariably give elaborate and correct information in schedules enclosed with this Post qualification Bid. They should also give whatever additional information in support of their claim for qualifying them as technically competent and financially sound agency to carry out the work under this contract and for evaluation of Post Qualification Bid and selection of contractors for opening of the Price Bid.
 - 4.1 Preliminary stage shall be opened by Executive Engineer P.H.W. Division, Bhachau on date of competent as fixed by competent authority and will be intimated to bidder.
 - 4.2 After opening the Preliminary stage, the procedure of post qualification shall be adopted and Price Bid of only such post qualified contractors will be opened.
5. The contractor should submit the hard copy of documents as mention in instruction.

The total tendered cost including prices for all materials will be firm and fixed. No escalation/variation shall be allowed under any circumstances.
6. Tenders should be downloaded within time limit mention in the instruction.
7. Tenders shall be submitted online as per mention in the instruction
8. Tenders shall be valid for 180 days from the date of opening of price bid.

Signature of Contractor

**Executive Engineer,
P. H. W. Division,
GWSSB,
Bhachau-Kutch**

NOTE:Tenderers are requested to strictly follow all above instructions. Deviation in any one or more of them may cause rejection of tender.