

INSTRUCTIONS TO BIDDERS

1.0 GENERAL:

Online tenders are invited and published by The General Manager, TDI-II Plant, GNFC, Dahej Unit for the work of “**Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28**”, from the contractors who fulfils any one of the following criteria:

- i. Who has executed at least Rs. 100 Lakhs worth annual work in any of last three years in industrial units.
- ii. Registered in "D" Class in equivalent of class in Government (State/Central), Board, Corporation, and Government Undertaking /Organizations of State & Central Government including all Public Sector Units.
- iii. Registered in CPWD/ Railway and other State Governments equivalent to class “D” 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 “D” class of Gujarat state having the above stated criteria.

If the contractor is not registered as D class, please furnish details of similar work executed during last three years along with copies of order.

1.1 SPECIAL ATTENTION

This tender consists for the work of “Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28.”

- (i) 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 bidder is requested to visit TDI-II, Dahej site for understanding the nature of work, site conditions and for any clarification , on any working day during 09.00 hrs to 16.00 hrs
- (ii) The tender document shall be submitted as per procedure laid down in for submission of tender.

- (iii) Earnest money deposit details & scanned copy shall be submitted as prescribed online and after submission online, in form specified shall be submitted in office of "**The Senior Manger-Civil, TDI-II ,GNFC , Dahej**" as per details given online in sealed envelope. If earnest money deposit is not received within prescribed time limit the bid shall be rejected.
- (iv) Tender shall be opened as per procedure laid down as per relevant clause as per detailed tender notice.
- (v) 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.
- (vi) Conditional offer will be out rightly rejected. No condition shall be included in the tender by the bidder.
- (vii) Alternative tenders are not acceptable.
- (viii) Qualification of bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.
- (ix) Bidders shall have to declare regarding the tender submitted in the prescribed format.
- (x) The department reserves the right to disqualify any applicant without assigning any reason thereof.
- (xi) **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 Organizations/ Institutions/Government undertakings and funding Agencies in the last 03 years.
- d. The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last three 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 are 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 intending Bidder who is having any litigation history with GNFC or who is undergoing any existing litigation process, either before Arbitrator or before District Court or High Court or Supreme Court or before Arbitrator or any other judicial/ sub-judicial authority, shall be disqualified for submission of tender/ e-tender on this ground itself.”

The bidder should submit undertaking on non-judicial stamp paper of Rs. 300/- dully attested by notary public regarding document submitted, are true. GNFC 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.

- (xii) If the bidder has submitted EMD on line & in hard copy, the request of the bidder for not opening of bid shall not be accepted in any circumstances.
- (xiii) If bidder has not submitted in original E.M.D. offline, but same is scanned and submitted with his bid online or vice versa within stipulated period, to the designated officer as per Tender document, the bid shall be liable to be considered as non-responsive.
- (xiv) All those documents which are scanned and submitted should be numbered chronologically.

- (xv) The bidder, whose contracts are earlier terminated on account of poor performance in GNFC /Other Government Department or Board-Corporations works, will not be eligible for this tender.
- (xvi) 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. If such a bidder submits the bid, the tender shall not be considered for evaluation.
- (xvii) Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the central/ state govt. 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.
- (xviii) **Bidder shall not have suffered bankruptcy/ insolvency and /or arbitration with GNFC 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.**
- (xix) 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 will it be the same in case of goods with warranty period beyond 12 months / replaced goods starts functioning to the satisfaction of the purchaser.
- (xx) The Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of whole work .If any claim is made/lodged during the time, the same shall be binding and continues to be valid despite the lapse of these Pacts as specified above, unless it is discharged /determined by the competent authority of GNFC.

GENERAL DESCRIPTION OF THE WORK

The successful bidder shall have to undertake site visit for ascertaining the nature of the maintenance activities and type of works involved

PARTICULARS PROVISIONAL

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

1.2 DEFINITION

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

1.2.1. BIDDER / TENDERER / APPLICANT:

Means individual, proprietary firm, firm in partnership, Limited Company, Corporation participating in the 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 Earnest Money Deposit, Registration Certificate, Solvency Certificate, etc in Offline mode" would mean that the

Earnest Money Deposit, Registration Certificate, Solvency Certificate etc is to be Submitted to the Office of the concerned Officer 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.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.nprocure.com) is called uploading.

1.2.9. IT ACT-2000:

Means Information Technology Act, 2000 of Government of India

1.2.10. APPROVED / APPROVAL:

Means approval in writing

1.2.11. B.I.S:

Means Bureau of Indian Standards.

1.2.12. 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 (a) CONTRACT:

Means the instruction and information to bidders, general and special conditions of contract, specifications, drawings, Schedule of Rates (SoR) & 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.

1.2.13. (b) CONTRACTOR:

Means the successful bidder with whom the contract will be made for executing the works.

1.2.14. CONTRACT PRICE / CONTRACT AMOUNT :

Means the agreed amount stated in the Contract Agreement for fulfilling the contractor's obligation for Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28. the stipulated period and to remedy of any defects, and includes adjustments (if any) in accordance with the Contract.

1.2.15. 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.

1.2.16. 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.

1.2.17. CONTRACTOR'S OBLIGATIONS:

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

1.2.18. 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.

1.2.19. COUNTRY:

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

1.2.20. DAY:

Means a day from midnight to midnight.

1.2.21. DEFECTS LIABILITY PERIOD:

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

1.2.22. DRAWINGS AND SKETCHES:

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

SPECIFICATIONS:

1.2.24.2

The entire construction of all the items of work forming a part of this contract shall be carried out in conformity with the enclosed specifications of work, referred hereinafter as the "Specifications" and latest editions of Indian Standard Specifications and/or latest R & B specifications, as existing on effective date of the contract. For the items whose specifications are not available in R & B specifications, manufacturer's specifications shall be followed.

The specifications form a part of the contract and shall be read in conjunction with other documents forming the contract.

1.2.23. EMPLOYER / OWNER / DEPARTMENT:

Gujarat Narmada Valley Fertilizers & Chemicals Limited. (GNFC), Gujarat or the person named as Employer or Owner in the Contract Agreement and the legal successor in title to this person.

1.2.24. EMPLOYER'S EQUIPMENT:

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

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

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

1.2.26. 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 GNFC'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 subordinates, except in respect of supervision to ensure compliance of the contract conditions.

1.2.27. a) CHIEF MANAGER

Means the Chief Manager overall in charge of the works i.e. Engineer In- Charge. Where ever Deputy Engineer is mentioned in the tender document, it shall be read as Chief Manager.

b) AGM

Means the Additional General Manager in charge of the Project and TDI-II Plant at Dahej. Where ever Executive Engineer is mentioned in the tender document, it shall be read as Additional General Manager

c) GENERAL MANAGER

Means the General Manager overall in charge of the Project and TDI-II Plant at Dahej. Where ever Superintending Engineer is mentioned in the tender document, it shall be read as GENERAL MANAGER

d) ED

Means the Executive Director overall in charge of the Project and TDI-II Plant at Dahej

1.2.28. FACILITY:

Means the entire work is to be executed 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, safety equipment, plant machinery, supplies 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.

1.2.29. GOODS:

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

1.2.30. 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.

1.2.31. 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.

1.2.32. 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 except Free Issue Material (FIM) which will be supplied by GNFC.

FREE ISSUE MATERIAL (FIM):

Means the all kinds of (other than Plant) intended to form or forming part of the Permanent Works, (List of FIM to be supplied by GNFC will be cement, Reinforcement steel, Structural steel, MS railing pipes, flats for fabrications of gratings) whichever is needed to be used in the permanent works will be supplied by GNFC at its stores or at other location under the Contract as FIM.

1.2.33. 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.

1.2.34. MONTH:

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

1.2.35. PERFORMANCE GUARANTEES:

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

1.2.36. PERMANENT WORKS:

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

1.2.37. RUPEE:

Means Indian National Rupees (INR)

1.2.38. 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.

1.2.39. TAKING OVER:

Means, the Owner shall take over the site after contractual completion of the contract and meeting all contractual obligations, Terms & Conditions as agreed by the contractor.

1.2.40. TEMPORARY WORKS:

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

1.2.41. 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.

1.2.42. WEEK:

Means seven consecutive days

1.2.43. WORKS:

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

1.2.44. COMMISSIONING:

Contractor shall rectify the entire defect which is observed during the work of Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28.

1.2.45. COMPLETION:

Means the date of successfully completion of work as per the certification of Engineer In charge.

1.2.46. SUBSTANTIAL COMPLETION:

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

1.3 Bid Invitation:

Means the call/invite by Gujarat Narmada Fertilizer & Chemicals Ltd. (hereinafter referred to as "The Employer" or GNFC) from all interested and eligible bidders for Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28as per Tender Notice.

1.4 Download Of Tender Documents:

The tender documents are available in electronic form, from the website www.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 Annual Rate Contract (ARC) for Civil maintenance activities at GNFC, TDI-II Dahej-2026-28 and needs to be executed as per the specifications and SoR(Schedule of rates).

2.0 TIME OF PERFORMANCE:

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

period of another twelve months as per the conditions laid down in tender documents and SoR.

3.0 WORK IMPLEMENTING AGENCY:

The "Gujarat Narmada Valley Fertilizers & Chemical Limited(GNFC)" shall be the work implementing agency. This contract shall be administered and managed by **"The Senior Manager, TDI-II, Dahej ,GNFC,** "inviting the Bid, for and on behalf of Gujarat Narmada Fertilizer& Chemicals Ltd.and shall act as the **"Over all in charge of the scheme ."**

4.0 ALLOCATION OF RISK & RESPONSIBILITIES:

4.1 Contractor:

The preliminary details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Successful Bidder shall be responsible to verify/ examine/ check and make his own assessment of the site, site data, and as per details shown in the bid documents based on his own investigations and/ or additional visits if required, at his own cost.

The contractor shall be responsible to make good and bring to original position road and land surface, etc. damaged during execution of work 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 surroundings of the work execution area(either below or above ground) to the underground utilities and services laid for carrying other services like gas/oil or any other liquids and other infrastructure facilities like canals, storm water drainage, optical fiber cables/power and communication cables etc. while executing the works under this contract and shall bear all costs relating to repairs / replacements.

4.2 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 Running Account bills (RA bills) and submit one RA bill shall be submitted every month. Final bills shall be submitted only after completion of all the necessary formalities as per GCC. Final bill shall be paid after three months after its submission.

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 own cost and risk.

The defects liability period shall commence from the date of successful commissioning of work and will be 12 months from the certified date of completion of work.

5.0 The Employer:

- 5.1 The Gujarat Narmada Valley Fertilizers & Chemicals Limited. (GNFC), assures all participants 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 GNFC internal system.

GNFC will provide indicative drawings/sketch as applicable and design parameters as may be required for works to be executed by the contractor.

GNFC will approve and pay one running bill per month presented by the Contractor after due verification against the provisions of contract.

Final bill shall be submitted after completion of all the documentations and necessary compliance by the contractor and thereafter completion certificate shall be issued for the work by the Engineer In charge. Final bill shall be paid after three months after submission.

GNFC 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 Narmada Fertilizer & Chemicals Ltd. shall provide required help and assistance for such day-today activates.

- 5.2 All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.
- 5.3 A copy of the available reports and data has been kept for reference in the office of The Senior Manager(Civil) TDI-II, Dahej (GNFC).**(Name, Address, Contact Person & nos. of Executing Authority as per appendix to bid details)**

6. ONE BID PER BIDDER:

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

7. COST OF BIDDING:

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

8. SITE VISIT:

- 8.1 The bidder is advised to depute a suitable team to visit and examine the Site of Works and its surroundings for fully understanding of the job and ascertain the difficulties that may be encountered during execution of the works and for obtaining for himself, on his own responsibility, All information that may be

necessary for preparing the bid and entering into the Contract. The cost of visiting the Site shall be entirely at bidder's own expense.

8.2 COMMUNICATION:

The site is well connected with State high way leading to Dahej and with national highway and rail route at Bharuch. The site is approximately 45 Kilometres from Bharuch railway station.

9 DETAILS OF APPROACH

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

10 Water Supply

Construction water for executing the work shall be given free of cost. Tapping at nearest point of the site will be given by the owner. Further distribution shall be responsibility of the contractor. Contractor shall make their storage arrangements in areas where in the tapping cannot be given including transportation of the same from point where the water is available.

11 Electric Power

Electrical power at one point will be supplied by the owner at one point free of cost. For Further taping and distribution, contractor shall have to manage at their own. The contractor has to arrange and install switchboards with HRC fuses and ELCB with switches including cable of required length (from Owner supply to Contractor's main board) of appropriate size and capacity at his own cost. Power supply shall be made available only after fulfilment of above requirements.

B. BIDDING DOCUMENTS

12. CONTENT OF BIDDING DOCUMENTS

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

Sr. NO	List Of Bidding Documents
1.	General Conditions of Contract (GCC OF GNFC)
2.	GNFC SAFETY GUIDE LINES
3.	GUIDELINES AS PER ISO
4.	INTEGRATED MANAGMENT SYSTEM POLICY
5.	Labor laws compliance
6.	OHS GUIDELINES
7.	QEHSEN GUIDELINES TO CONTRACTORS
8.	RESOLUTION OF DISPUTES CLAUSE
9.	Supplier code of conduct
10.	No claim certificate
11.	Applicable GSTN
12.	GST Annexure
13.	Vendor Registration form-V
14.	GNFC GST
15.	Tender undertaking
16.	Detailed Technical Specification- Civil
17.	SOP

18.	TENDER NOTICE
19.	INSTRUCTIONS to bidder
20.	Forms And Data sheet
21.	Qualification Criteria
22.	Special Conditions of contract
23.	Scope of work
24.	SCHEDULE OF BRAND MAKE OF MATERIAL
25.	Schedule of Rates - SOR

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** under **Opening of Tender** “bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

13 CLARIFICATION OF BIDDING DOCUMENT:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address(email) indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which it receives earlier than 4 days prior to last date of downloading the tender. Copies of the Employer's response, including a description of the enquiry, will be communicated on www.nprocure.com.

14. AMENDMENTS OF BIDDING DOCUMENTS:

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

C. PREPARATION OF BIDS

15. LANGUAGE OF BID:

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

16. DOCUMENTS COMPRISING THE BID:

- 16.1 The bid submitted by the bidder shall comprise of the “**Technical Proposal**” and the other the “**Price Proposal**”.
- 16.2 The technical proposal shall contain the following:
- (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
 - (ii) Power of Attorney
 - (iii) Information on Qualification
 - (iv) Schedule of items of equipments
 - (v) Schedule of items of Constructional plant

- (vi) Schedule of key personnel
- (vii) Schedule of compliance with the bidding documents
- (viii) Schedule of construction facilities
- (ix) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders.
- (x) Form of Bid Security

16.3 The price proposal shall contain the following;

- (i) Scheduled of Rates (SoR)

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 relevant Clauses

18. BID PRICES:

- 18.1 Unless specified otherwise in Employer's requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities including "The payment made by the contractor towards PF deposition (including PF Administrative charges) shall be reimbursed at actual on monthly basis on submission of PF Challan & ECR along with copy of wage sheet of workers deployed for the subject job. Further while claiming the payment made towards leave encashment, Bonus & Retrenchment compensation to the eligible contractual workers deployed for this job, the contractor shall submit all supporting documents as may be required by HR deptt. for verification."

In the event of contractor failing to comply the legal liabilities towards the labor and compliance of labor laws prevailing from time to time, NOC will be not be issued to process the final bill. **CONTRACTOR MUST FOLLOW ALL THE REQUIREMENTS**

OF LABOR LAWS AND ITS COMPLINACES. Suitable penalties will be levied to the contractor in case of failing to comply the labor laws.

19. BID CURRENCIES:

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

20. BID VALIDITY:

20.1 Bids shall remain valid for a period of **90 days** from the last date of submission of bid.

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

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 Demand Draft payable to Gujarat Narmada Valley Fertiliser and chemical Ltd. as per tender notice and issued by nationalised bank as per tender notice.

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

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

21.5 The bid security of the successful bidder will be retained by the company or returned to the bidder on submission of the required deposit towards ISD/SD .

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 as per GCC attend the office of the Engineer In-charge for execution of the Contract

documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works for three years.

21.6 The bid security may be forfeited;

- (a) If the bidder withdraws its bid, during bid validity period specified
- (b) If any document submitted by the bidder are false and fraudulent
- (c) If the successful bidder fails

I. To furnish security deposit in accordance with the relevant clause in the bid.

II. To sign the contract within time limit specified in the bid.

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

22. ALTERNATIVE PROPOSALS BY BIDDERS:

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

23 PRE- BID MEETING: AS PER TENDER NOTICE

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.

25 ACCOMPANIMENTS TO TENDER

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

- 25.1. Scanned Copy of the latest Income Tax Return with permanent account number (PAN) and Income Tax ward where assessed.
- 25.2. Scanned copies of client certificate showing, performance of the Bidder working with GNFC or any employer for ongoing works as per prescribed Performa.
- 25.3. A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed.
- 25.4. Scanned 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.
- 25.5. Scanned copy of E.M.D. in accordance with relevant clause in "**Tender Notice**" of tender notice and the original shall also be submitted in physical form by RPAD/Speed Post/Hand Delivery.
- 25.6. Scanned Copy of the Solvency Certificate from Bank of required amount as per Tender Notice.
- 25.7. Copy of all the prescribed Forms &Annexure mentioned in the tender, also in physical form in separate sealed cover by RPAD/Speed Post/ Hand Delivery
- 25.8. in the office of the officer inviting bid as per tender notice.
- 25.9. Scanned copy of the detailed statement of the turnover (Civil Engineering Works

Chartered Accountant.

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 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/hard copy will not be accepted.

26.4. The tender i.e. Technical bid and Price bid, dully filled in shall be uploaded on www.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 Demand Draft or Bank Guarantee for Earnest Money Deposit in a separate sealed envelope and other technical documents in another sealed envelope. The documents shall be submitted by RPAD/Speed Post/ courier only to the designated officer, as mentioned in the Tender Notice. Each cover must clearly be marked with the contents i.e. **“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 of rates are firm. Contractor shall have to offer their prices in terms of percentage above or below.

The contractor shall stick to the specifications, units and modes of measurements as mentioned in schedule of rates. The contractor shall not start the work till he

receives the Service Contract / LOI. On receipt of the work order, the contractor shall report to the Owner Engineer-in-charge on the work site with his own construction schedule / programme. The Engineer-in-charge shall issue further written instructions to the contractor regarding working drawings, schedules, priority and starting of the jobs etc. The time allowed for the completion and carrying out the work as stated in the work order shall be strictly observed by the contractor, who shall be required to abide by all the rules, regulations and responsibilities as per M/s GNFC's prevailing labour laws.

E. OPENING OF TENDER

28. OPENING OF TENDERS

The Designated Officer of GNFC will open the e-Tender on or after the due date as mentioned in the tender notice

Opening of Technical Bid:

The designated officer of GNFC will open technical bid first at the address specified in the Tender Notice. The evaluation of Technical Bid will be done as per **GNFC's evaluation procedure.**

1. Opening of Price Bid :

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

The designated Officers of GNFC will open each price bid on or after the date and time mentioned in the Tender.

F. EVALUATION OF TENDER

EVALUATION & COMPARISON OF TECHNICAL PROPOSAL:

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

QUALIFICATION

The determination will take into account the Bidder's financial, technical 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 Clauses of tender as well as such other information as the Employer deems necessary and appropriate.

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

TECHNICAL:

Overall completeness and compliance with the Employer's Requirements

29 EVALUATION OF TECHNICAL BIDS

29.1. The bidder shall be qualified on the basis of information furnished by the bidder in accordance with the relevant Clause, 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.**
- 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, arbitration with GNFC etc.**
- c. **Presently Bidder is not blacklisted / debar by any Government/ Non Government/ Organizations/ Institutions/Government Undertakings and funding Agencies.**
- d. **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 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 percentage (above/below the SOR) shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the contract.

30.2. 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, GNFC, may reject the bid Successful Bidder under the contract.

31 GNFC 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. 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. Bid evaluation is strictly confidential and will not be visible on the online portal.

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 other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

G. AWARD OF CONTRACT

34 SUCCESSFUL BIDDER:

The GNFC 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 the tender. A substantially evaluated responsive Tender is one, which conforms to all the terms, conditions and specifications of tender documents without material deviation or reservation.

35 Notwithstanding the above, the GNFC 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 GNFC's action.

36 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.

37 NOTIFICATION OF AWARD:

37.1 Prior to the period of bid validity prescribed by the GNFC, the GNFC will notify the successful bidder by email or intimated in writing confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of

Contract called the "Letter of Acceptance or Letter of Intent (LoI)" shall name the sum which the GNFC 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").

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

37.3 Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required).

38 PERFORMANCE SECURITY(TO BE AS PER GCC)

38.1 The successful bidder shall have to pay Performance Security in the form of Unequivocal bank guarantee issued by any nationalized as per Notice Inviting Tender having branch at Bharuch and the same shall become refundable as per respective Clause under General Conditions of Contract.

39 CORRUPT OR FRAUDULENT PRACTICES:

39.1 The GNFC requires that bidders/suppliers/contractors have followed the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) Defines for the purposes of this provision, the terms set forth below as follows:

- (i) **"Corrupt practices"** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, an contract.

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

40 GENERAL RULES AND DIRECTIONS:

- a. 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 GNFC unless it is signed by the Engineer-in-Charge.
- b. The measurements of work will be taken according to the usual method in use in GNFC and as per BIS1200/or actual site measurements 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 GNFC, will be final.
- c. Under no circumstances shall any contractor be entitled to claim enhanced rate for any item covered in this Contract.
- d. **The Contractor shall not be permitted to tender for the work in which his near relative is working in GNFC as an Engineer of any category, Accountant, Store Keeper, or as a employee Controlling that division as on date when Tender is submitted.**

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

- e. The contractor shall compulsorily furnish his latest address(es) including the latest address of his partners and place(s) of filling his/their income tax returns along with the tender (in the annexure form appended hereinafter). Any changes, if occur, in

such address, during the tenure of contract, the latest address(es) shall invariably and forthwith be intimated by the Contractor to the concerned Engineer-in-Charge.

- f. 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.
- g. Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Bidder and shall be submitted online.
- h. 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**.
- i. The contract will normally be made within 90 days from last date of receipt of Tenders.

43.0 DECLARATION FORM: (FORM-H)

- 43.1. In conjunction to relevant Clause. Evaluation to Technical bids" the bidder should submit undertaking as per Form-H on non-judicial stamp paper of Rs. 300/- dully attested by notary public regarding document submitted, are true. GNFC would have the right to forfeit the EMD and blacklist the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

44.0 REQUIREMENTS OF A BIDDER

- 44.1 The applicant in the same name and style shall be a well-established Civil (as per type of the tender) Engineering Contractor. The agencies whose contracts have been terminated on account of non-performance / poor performance in **GNFC** 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 qualification criteria and evaluation of price-bid accordingly.

44.3 The Bidders/ Bidders are required to deploy the necessary machineries/ equipments (by owning/ hiring/ leasing) for the execution of work as specified in the tender document.

44.4 The Bidder shall employ required Engineers, technicians and other key personnel Civil/ Technical Staff as specified.