

Contract No.:

GOVERNMENT URBAN DEVELOPMENT COMPANY LIMITED

GANDHINAGAR

[A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING]



BIDDING DOCUMENT FOR

Halwad RoB LC No-65 and LHS LC No-66 under SJMMSVY

“Construction of 2 Lane RoB and LHS in Lieu of LC 65 (Km 656/7-8) and LC 66(Km 657/0-1) Between Halvad-Sukhpur Station on VG-SIOB Section On Halvad-Tikar Road ” Under programme of SJMMSVY.

VOLUME - I – A

“TECHNICAL BID”

GOVERNMENT OF GUJARAT

By

Vice President (Project)

Gujarat Urban Development Company Limited

Karmayogi Bhavan, Block-1, B-1 Wing,

Ground Floor, Sector-10/A

Gandhinagar, Gujarat -382 010.

(Through e- Procurement Portal only - <https://tender.nprocure.com/>)

Table of Contents

| | |
|--|----|
| Section I – Tender Notice / Invitation for Bid (IFB) | 6 |
| Section II – Instructions to Bidders (ITB) | 15 |
| A. General Introduction | 15 |
| 1. General | 15 |
| 2. Time of Performance | 29 |
| 3. Project Implementing Agency | 29 |
| 4. Allocation of Risk & Responsibilities | 29 |
| 5. The Employer | 30 |
| 6. One Bid Per Bidder | 31 |
| 7. Cost of Bidding | 31 |
| 8. Site Visit | 31 |
| 9. Details of Approach | 31 |
| 10. General Facilities | 31 |
| 11. Climate and Working Season | 32 |
| B. Bidding Documents | 33 |
| 12. Content of Bidding Documents | 33 |
| 13. Clarification of Bidding Document | 33 |
| 14. Amendments of Bidding Documents | 33 |
| C. Preparation of Bids | 33 |
| 15. Language of Bid | 34 |
| 16. Documents Comprising the Bid | 34 |
| 17. Bid Form & Price Schedule | 34 |
| 18. Bid Prices | 35 |
| 19. Bid Currencies | 35 |
| 20. Bid Validity | 35 |
| 21. Bid Security | 35 |
| 22. Alternative Proposals by Bidders | 36 |
| 23. Pre- Bid Meeting | 36 |
| D. Submission of Bids | 37 |
| 24. Method of Tendering | 37 |
| 25. Accompaniments to Tender | 37 |
| 26. Submission of Tender | 39 |
| 27. Late and Delayed Tender | 39 |
| E. Opening of Tender | 39 |
| 28. Opening of Tenders | 39 |

| | |
|---|----|
| F. Evaluation of Tender..... | 40 |
| 29. Evaluations of Technical Bids..... | 40 |
| 30. Evaluation of Price bid..... | 41 |
| 31. GUDC reserves the right to accept or reject any Tender without assigning any reason. | 42 |
| 32. Process to Be Confidential..... | 42 |
| 33. Preliminary Examination of Technical Proposal | 42 |
| 34. Joint Venture Consortium (JV):..... | 42 |
| 35. Deleted | 44 |
| G. Award of Contract | 44 |
| 36. Successful Bidders | 44 |
| 37. Employer's Right to Accept Any Bid or to Reject any or all Bids | 44 |
| 38. Notifications of Award..... | 44 |
| 39. Signing of Contract Agreement | 45 |
| 40. Performance Security | 45 |
| 41. Corrupt or Fraudulent Practices | 45 |
| 42. General Rules and Directions | 46 |
| 43. Declaration Form: (Form-H) | 46 |
| 44. Requirements of A Bidder | 47 |
| 45. Competency of Tender | 47 |
| 46. Supporting Documents..... | 47 |
| 47. Machineries | 47 |
| Section III – Qualification Criteria & Evaluation Procedure..... | 48 |
| A. General | 48 |
| 1. General | 48 |
| 2. List of Accompaniment | 48 |
| 3. Eligibility for Qualification | 49 |
| 4. Minimum Pre-Qualification Criteria | 52 |
| Section IV - Qualification Data Sheet To Be Filled Up By The Bidder | 57 |
| 1. The qualification questionnaire contains the following forms:..... | 57 |
| Form-0: List and order of Submittals..... | 58 |
| Form-1: Details of organization structure of the bidder | 62 |
| Form- 2: Details of Personnel | 64 |
| Form- 3: Details of Machinery Equipment and work Plan | 65 |
| Form- 4: Information relating to Financial Criteria | 68 |
| Form-5: Financial data | 69 |
| Form-6: List of works already completed by the Bidder | 71 |
| Form-7: Details of works on hand with Bidder..... | 72 |

| | |
|---|-----|
| Form-8: Details of experience of completed work (similar nature)..... | 73 |
| Form-9: Additional Information and Litigation History / Debarment / Blacklisting..... | 75 |
| Form-10: Information for tenders submitted but not awarded | 76 |
| Form-11: Certificate for experience of work..... | 77 |
| Form-12: Joint Venture data (If applicable) | 78 |
| Form-13: Personnel / staff proposed for the project..... | 79 |
| Form-14: Curriculum Vitae of Project Manager and all key Technical Staff | 80 |
| Form-15: Proposed site organization and Management | 81 |
| Form-16: Details of experience for physical qualification criteria (Not applicable) | 82 |
| Form-17: Approach & Methodology with conceptual design & supporting calculations of the system. (If Applicable)..... | 83 |
| Form-18: Form-H (Declaration) | 84 |
| Form-19: Proforma for Bank Guarantee (EMD) | 86 |
| Form-20: Work wise details of work completed/in progress by the contractor | 87 |
| Form-21: Proforma for Performance bond / Performance guarantee Proforma for bid security..... | 88 |
| Form-22: Performa for Joint Venture Agreement (If Applicable) | 90 |
| Form-23-A: “Assured Pipe Supply Declaration” MOU with Manufacturer of pipe (If Applicable) | 94 |
| Form-23-B: Proforma for Certificate (If Applicable)..... | 95 |
| Form-24-A: Proforma for Memorandum of Understanding (MoU) with pipeline supplier (If Applicable) | 96 |
| Form-24-B: Format for Memorandum of Understanding (MOU) for Technology tie-up agreement with qualified technology provider (If Required and Applicable) | 97 |
| Form-25: Model Tripartite Agreement (If Required) | 100 |
| Form-26: Undertaking for Machinery | 110 |
| Form-27: Undertaking for Man Power | 111 |
| Form-28: Lab Testing Equipment | 112 |

Section I – Tender Notice / Invitation for Bid (IFB)

| | | |
|---------------------|--|--|
| 1. | Department Name | Gujarat Urban Development Company Ltd |
| 2. | Circle/Division | Vice President (P), GUDC Ltd., Gandhinagar |
| 3. | Tender Notice No | GUDC/PROJECTS/SJMMSVY/Halwad ROB LC No. 65 and LHS LC No.66 |
| 4. | Name of Project: | Halwad RoB LC No-65 and LHS LC No-66 under SJMMSVY |
| 5. | Name of Work: | “Construction of 2 Lane RoB and LHS in Lieu of LC 65 (Km 656/7-8) and LC 66(Km 657/0-1) Between Halvad-Sukhpur Station on VG-SIOB Section On Halvad-Tikar Road ” Under programme of SJMMSVY. |
| 6. | Estimated Cost (INR) | Rs.66,53,57,369.00 |
| 7. | Period of completion of work (In Months) | 2.0-years (24-Months) (Including Monsoons) |
| 8. | Defect Liability Period | Three years Defect Liability Period from the certified date of completion |
| | Free maintenance guarantee period | Four years free maintenance guarantee from the certified date of completion |
| 9. | Bidding Type | Open Bid |
| 10. | Bid Call (Nos.) | 1 |
| 11. | Tender Currency Type | Single |
| 12. | Tender Currency Settings | Indian Rupees (INR) |
| 13. | Joint Venture | Applicable |
| 14. | Rebate | Applicable |
| 15. | Bid Document Fee / Bid Processing Fees / Tender Fee: | Rs.35,400/- (Rs.30,000/- + 18%) (Non-Refundable) |
| 16. | Bid Document Fee Payable To: | GUDC Ltd., Gandhinagar |
| 17. | Bid Security / EMD / Proposal Security (INR): | Rs.66,53,600/- |
| 18. | Bid Security / EMD In Favour of: | GUDC Ltd., Gandhinagar |
| Tender Dates | | <u>Note:</u> All Dates are in DD / MM / YYYY, hr: min as per Indian Standard Time (IST) |
| 19. | Bid Document Downloading Start Date | 16/06/2026 10:00:00 hrs. onwards |
| 20. | Site Visit | At the Convenience of Contractor |
| | Contact Number | 079-232-46126/7/8 |
| | Contact Address for Site Visit | GUDC Ltd., Gandhinagar |

| | | |
|-----|--|---|
| 21. | Pre-Bid Meeting | 25/06/2026 15:30:00 hrs. onwards |
| | Address for pre-bid meeting | GUDC Ltd., Karmayogi Bhavan, Block-1, B1 Wing, Ground Floor, Sector-10/A, Gandhinagar-382 010. |
| 22. | Bid Document Downloading End Date | 15/07/2026 up to 18:30:00 hrs. onwards |
| 23. | Last Date & Time for Online Receipt of Bids | 15/07/2026 up to 18:30:00 hrs. onwards |
| 24. | Physical Submission of documents last Date & Time | 22/07/2026 up to 18:00:00 hrs. onwards |
| 25. | Bid Opening Date | <p><u>Preliminary Opening:</u> 15/07/2026 (If Possible)</p> <p><u>Technical Opening:</u> On confirmation of receipt of hard copy of Tender Fees & EMD</p> |
| 26. | Bid Validity Period | 180 Days from the last date of submission of bid. |
| 27. | Physical submission of Tender Fee, and Earnest Money Deposit | <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 Fee 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 “Gujarat Urban Development Company Ltd., Karmayogi Bhavan, Block-1, B1 Wing, Ground Floor, Sector-10/A, Gandhinagar-382010, Gujarat,” as mentioned in point no. 24 above, during office hours. For not submitting DD/FDR/BG in original, bidder shall be banned to participate in any tender of GUDC for period of 3 years as a penal action.</p> <p>Any document in supporting to tender bid shall be submitted in electronic format only through online (by scanning etc.) and submission only in hard copy will not be accepted separately.</p> |
| 28. | Payments details | <ol style="list-style-type: none"> 1. Tender fee, Earnest money deposit, PAN Card shall be uploaded online only. 2. Tender Fee (Document fee) amounting to Rs.35,400/- (Rs.30,000/- + 18%) in favour of “GUDC Ltd., Gandhinagar” in form of Demand Draft shall be issued by Any nationalized bank or as per list mentioned in latest GR of Finance Department. 3. Earnest money Deposit: Rs.66,53,600/- in form of DD or FDR or Bank Guarantee in favour of “GUDC Ltd., Gandhinagar”, valid up to 28 days from the date of closure of the bid validity period of 180 days i.e. (180 days + 28 days=208 days), shall be issued by any nationalized bank or as per list mentioned in latest GR of Finance Department. |

| | | | |
|-----|--|---|---|
| | Bank Details | Name of Account: | Gujarat Urban Development Company Ltd. |
| | | Name of Address of Bank: | Axis Bank Ltd. Vastrapur Br., Ahmedabad-380015. |
| | | Account No.: | 920010001912524 |
| | | IFSC Code.: | UTIB0000032 |
| | | MICR Code.: | 380211003 |
| | OTHER DETAILS | | |
| 29. | Officer Inviting Bids: | Vice President, (P), GUDC Ltd., Gandhinagar | |
| 30. | Bid Opening Authority: | Vice President, (P), GUDC Ltd., Gandhinagar | |
| 31. | Address: | Gujarat Urban Development Company Ltd. Karmayogi Bhavan, Block-1, B1 Wing, Ground Floor, Sector-10/A, Gandhinagar-382 010. | |
| 32. | Contact Details of Officer Inviting Bid: | 079-232-46126/7/8 | |
| 33. | Submission of tender | <p>The following documents shall be uploaded while submitting the BID online:</p> <ul style="list-style-type: none"> Scanned copy of Demand Draft as Tender Fee Scanned copy of DD / FDR / BG as EMD Scanned copy of Contractor's registration certificate ("AA" class with Special Category-I Bridge) and shall have to comply with Registration requirement mentioned in Volume-I, Section II – Instructions to Bidders (ITB), General. Scanned copy of Bidder's solvency certificate. (Minimum Rs.3.00 Crores of Current Calendar Year i.e. 2026). Scanned copy of GSTIN. Scanned copy of PAN card. Scanned copies of Experience certificates showing successful completion of work (with certificate). Scan copies of financial documents. <p>In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Bidder shall submit their offer i.e., Technical bid as well as price bid in Electronic format on stipulated website & date as mentioned in the tender document. No offer in physical form will be accepted.</p> <p>If any uploaded scanned submissions do not open, then such documents shall not be considered as "submitted". And such un-open able documents shall be treated as "Not submitted" and shall not be taken into consideration for evaluation.</p> | |
| 34. | General Terms & Conditions | As Per Tender Document. | |
| 35. | Mode of Quoting Rates | Item rate basis, in words and figures in Schedule-B. | |

For any clarification the bidder may contact:

The Vice President - Projects
Gujarat Urban Development Company Ltd.,
Karmayogi Bhavan, Block-1, B-1 Wing,
Ground Floor, Sector-10 / A,

Gandhinagar, Gujarat.

Phone: - 079-232-46126 / 7 / 8.

1) Details to be furnished along with application:

1. Interested Bidders can view these tender documents online. The bidders who are interested in bidding in these tenders can download tender documents as mentioned above.
2. Tender Documents are available only in electronic form. Bidders shall upload the tender documents as per timeline specified as above, Tender fee and Bid Security (EMD) shall have to be furnished as specified in Sr. No 15 to 18 and 28 of Section I – Tender Notice / Invitation for Bid (IFB). The intending bidders have to submit the following documents also. The bidder should submit all the forms electronically only.

a Power of attorney

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

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

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

M/s. (n) Code Solution, A Division G.N.F.C. Ltd.,
301, G.N.F.C. Info Tower, Bodakdev, S.G. Road,
Ahmedabad, Gujarat – 380054 (INDIA)
Phone No. 079-40007501, 40007512, 40007516, 40007517, Fax 079-26857321.
Email: nprocure@gnvfc.net

2) Contacting Officer:

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

Vice President - (Projects),

Gujarat Urban Development Company Ltd.,
Karmayogi Bhavan, Block-1, B-1 Wing, Ground Floor,
Sector-10/A, Gandhinagar, Gujarat,
Phone No.:079-232-46126/7/8
Email Id: procurement-gudc@gujarat.gov.in

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

M/s. (n) Code Solution, A Division G.N.F.C. Ltd.,
301, G.N.F.C. Info Tower, Bodakdev, S.G. Road,
Ahmedabad, Gujarat – 380054 (INDIA)
Phone No.079-40007501, 40007512, 40007516, 40007517,
Fax 079-26857321 Email: nprocure@gnvfc.net

3) Download of tender document:

The tender document for this work is available only in Electronic format, which bidders can download free of cost from the internet site <https://tender.nprocure.com/>.

4) Submission of tender:

Bidder shall submit their offer in Electronic format on above mentioned website within the date specified in the Section I – Tender Notice / Invitation for Bid (IFB) after Digitally Signing the same. Offers, which are not Digitally Signed, will not be accepted. No offer in physical form will be accepted and any such offer, if received by the GUDC, will be out rightly rejected.

Submission of Tender fee, bid security, other documents shall be as per Section I – Tender Notice / Invitation for Bid (IFB).

5) Opening of Tender:

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

6) General Instructions:

- (a) The Bid Document Fee will not be refunded under any circumstances.
- (b) EMD in the form specified in tender document only shall be accepted.
- (c) The offer shall be valid for **180 days** from the last date of submission of bid.
- (d) Tenders without Bid Document Fee, Earnest Money Deposit (EMD), Valid Registration Certificate and which do not fulfil all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.
- (e) Not more than one tender shall be submitted by a Bidder.
- (f) Conditional tender shall not be accepted.
- (g) GUDC reserves the right to accept the lowest responsive offer, based on evaluation of package and reject any or all tenders without assigning any reason.
- (h) The notice shall form a part of contract document.
- (i) The bidders are advised to read carefully the “Instruction” and “Eligibility Criteria” contained in the tender documents.
- (j) The internet site address for E-Tender is <https://tender.nprocure.com/> and that of corporate website is <https://gudc.gujarat.gov.in/>.
- (k) ~~The bidder should quote percentage above/below/at par with respect to total amount put to tender in schedule B.~~
- (l) Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot

modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.

- (m) Offers in physical form will not be accepted in any case.
- (n) Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
- (o) The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
- (p) Conditional tender shall not be accepted.
- (q) Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
- (r) Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
- (s) All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
- (t) It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
- (u) Blank / insufficient information shall be treated as nil information and shall result in disqualification.
- (v) If found necessary, the contractor will be intimated for negotiation.

Vice President,

GUDC Ltd., Gandhinagar.

MEMORANDUM OF WORK IN BRIEF

1. **Name of work** : Halwad RoB LC No-65 and LHS LC No-66 under SJMMSVY
2. **Name of Employer** : Gujarat Urban Development Company Ltd., Gandhinagar.
3. **Name of concerned Officer** : The Vice President (Project)
The office of Vice President (Projects),
Address : Gujarat Urban Development Company Ltd., Karmayogi Bhavan, Block-1, B-1 Wing, Ground Floor, Sector-10/A, Gandhinagar, Gujarat-382 010.
Phone No. : 079-232-46126 / 7 / 8
Fax No. : (079) 23241862, 5, 6
E-mail address : procurement-gudc@gujarat.gov.in
4. **Estimated Cost** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
5. **Time allowed for completion of the work:** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
6. **Amount of Earnest Money deposit (E.M.D.) as specified in the bid** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).

Mode of submission of tender documents:

8. A) Online Submission only on,
Technical bid & Price bid duly filled in with <https://tender.nprocure.com/>
Scanned copy of EMD and tender fee, Functional guarantees of plant as specified and other supporting documents.

8. B) Gujarat Urban Development Company Ltd., Karmayogi Bhavan, Block-1, B1 Wing, Ground Floor, Sector-10/A, Gandhinagar-382 010, Gujarat.
Other documents in hard copy of Tender Fee and EMD as specified and other supporting documents.
By RPAD / Speed Post Only.

7. **Validity period of the offer** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
8. **Opening of the Tender** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
9. **Place of opening** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
10. **Date & Time of Opening** : As mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
11. **Amount of security Deposit** : As specified in Volume-I-B General Condition of Contract Clause-1.

| Bid submission Checklist | | | |
|--------------------------|---|------------|----------|
| S.No | Particulars | Submission | |
| | | Online | Physical |
| 1 | Scanned copy of Tender Fee in the form of DD | Yes/No | Yes/No |
| 2 | Scanned copy of EMD in the form of DD/BG/FDR | Yes/No | Yes/No |
| 3 | Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annexure of RFP | Yes/No | NA |
| 4 | Copy of GST registration certificate | Yes/No | NA |
| 5 | Copy of PAN Card | Yes/No | NA |
| 6 | Duly filled in and digitally signed declaration form as last item of Section-1 & Memorandum duly filled in & digitally signed as given in Section-2 | Yes/No | NA |
| 7 | EPF Registration Certificate or ESIC certificate as applicable. | Yes/No | NA |
| | IF not applicable, Bidder should submit an affidavit with his bid subscribing on his company letter head duly attested by Power of Attorney stating "EPF/ESIC Not Applicable" mentioning the reason. | | |
| 8 | Affidavit stating the authenticity of submitted document and information (On Rs 300 Non-judicial stamp paper duly signed by the authorized representative and notarized) | Yes/No | NA |
| 9 | Site visit certificate - To be submitted on company's letter head duly sealed and signed by PoA. | Yes/No | NA |
| 10 | Power of Attorney duly authorized by notary public (On Rs 300 Non-judicial stamp paper duly signed by the authorized representative and notarized) | Yes/No | NA |
| 11 | Joint Venture Agreement to be executed if applicable (On Rs 300 Non-judicial stamp paper duly signed by the authorized representative and notarized) | Yes/No | NA |
| 12 | Scanned copy duly filled in approved or authenticated tender Annexure in the prescribed format | Yes/No | NA |
| 13 | MOU Memorandum of Understanding (MoU) with qualified technology provider of STP/Pipe Manufacturer/Other Technology provider (Whichever is applicable) | Yes/No | NA |
| 14 | Details of financial information | | |
| a | Gross Annual Turnover in all kinds of Civil Engineering Works | Yes/No | NA |
| b | Annual Net Worth or Solvency Certificate | Yes/No | NA |
| c | CA Audited Balance Sheets to be attached separately | Yes/No | NA |
| 15 | Declaration of financial liabilities, work on hand/completed projects on Rs.300/- non-Judicial stamp paper | Yes/No | NA |
| 16 | Scanned copy of all approved/authenticated " Technical Eligibility & PQ " documents in the prescribed formats mentioned in BID FORMS | | |
| a | Eligible bidders | | |
| i | Registration details of the firm partnership deed/ Company Incorporation certificate/ Articles of Association/ Memorandum of Association (as applicable) based on type of establishment. | Yes/No | NA |
| ii | Declaration stating ineligibility for Corrupt and Fraudulent practices in his past assignments | Yes/No | NA |
| iii | History of termination/blacklisting/debarred by any State Govt/Municipal Corporations/ Central Govt./ Any state Govt Organization, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organizations due to delay and non-performance in his past projects | Yes/No | NA |
| b | Eligibility criteria | | |
| iv | Minimum existence of the Firm | Yes/No | NA |

| | | | |
|----------|--|--------|----|
| v | Eligible class of Contractor- Certificate of registration as approved contractor of prescribed category-Valid proof of license and registration should be furnished with the bid - Civil & Electrical works | Yes/No | NA |
| vi | Details of Plant & Machinery available with tenderer for use on the works | Yes/No | NA |
| vii | Details of Plant & Machinery proposed to be procured for the works | Yes/No | NA |
| viii | Details of technical, supervisory and administrative personnel employed/engaged or proposed for the work | Yes/No | NA |
| c | Pre-Qualification criteria (Whichever is applicable) | | |
| ix | Minimum average annual Financial Turnover | Yes/No | NA |
| x | Positive net worth or Solvency certificate of required value in the tender prescribed format | Yes/No | NA |
| xi | Proof of experience of Similar Nature of Work | Yes/No | NA |
| xii | Physical criteria experience <i>Note: Physical criteria experience may be different from similar nature of work experience produced with the bid. But it will be part of qualifying criteria</i> | Yes/No | NA |
| 17 | The Bidder shall offer his quote in “ Envelop ” Online only. | Yes/No | NA |
| | Note: No document should be submitted in hardcopy except tender fee and bid security. Only the original instrument of Tender Fee and Bid Security to be submitted physically. | | |

[Signature, Designation, Address, Email Id and Phone number of the Bidder]

Section II – Instructions to Bidders (ITB)

A. General Introduction

1. General

Online tenders are invited and published by the Authority “(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))”, for the work “(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))” from the contractors who are registered in “AA” class with Special Category-I Bridge, in R&B Department or Narmada Water Resources, Water Supply & Kalpsar Department and the other bidders equivalent of class in Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of State & Central Government.

- (i) The concerned Contractor shall submit the certificate of registration as in concerned State/ Government bodies/ Authority along with the tender.
- (ii) The Contractors who are not registered in “AA” class with Special Category-I Bridge in Government of Gujarat (R&B Department or Water Resources Department) and having the above stated Registration, such Contractor shall have;
 - a) to apply on or before the last date of submission of tender documents to get himself registered in “AA” class with Special Category-I Bridge in Government of Gujarat (R&B Department or Water Resources Department);
 - b) to obtain registration in “AA” class with Special Category-I Bridge, in Government of Gujarat, (R&B Department or Narmada Water Resources, Water Supply & Kalpsar Department) before the date of work order of project contract to be issued, if awarded;
 - c) the proof of valid application for Registration in “AA” class with Special Category-I Bridge shall have to be uploaded with the Tender documents;

Failure of taking action mentioned above for (a) and (c) the concerned contractor shall be disqualified and for (b) agency to be bound to the decision of GUDC.

- (iii) In case of Bidder participating as a Joint Venture:
 - a. The lead member shall have “AA” class with Special Category-I Bridge Registration as per (i) and (ii) above
 - b. The other member shall also have “AA” class with Special Category-I Bridge Registration as per (i) and (ii) above.

The proof of registration of all the members of Joint Venture in concerned State/Government bodies/Authority along with documents as per (i) and (ii) to be uploaded along with bidder’s submission.

1.1 Special Attention

- (i) This tender consists for the work **“(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))”**.
- (ii) A pre-bid conference for the works, open to all intending bidders, shall be held on the date & venue **“(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))”**.
- (iii) All Bidders are urged to submit a written request immediately upon receipt of the tender documents for the matter where clarification and/or additional information are desired, along with the details of work. The request shall be submitted not less than four days in advance of the pre-bid conference.
- (iv) The tender document shall be submitted as per procedure laid down in Section II – Instructions to Bidders (ITB) of clause 26 Submission of Tender.
- (v) Earnest money deposit details & scanned copy shall be submitted as prescribed on line and after submission online, in form specified shall be submitted in office of **“(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))”**, as per details given online in sealed envelope. If earnest money deposit is not received within prescribed time limit the bid shall be rejected.
- (vi) Tender shall be opened as per procedure laid down in this **Section II – Instructions to Bidders (ITB)**, clause 28 and as per detailed **Section I – Tender Notice / Invitation for Bid (IFB)**.
- (vii) All Bidders are cautioned that e-tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non- responsive.
- (viii) Conditional offer will be out right rejected. No condition shall be included in tender.
- (ix) Alternative tenders are not acceptable.
- (x) Qualification of bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.
- (xi) Bidders shall have to declare regarding the tender submitted in the prescribed format.
- (xii) The department reserves the right to qualify / disqualify any applicant without assigning any reason thereof.
- (xiii) The bidder shall be disqualified if;**
 - a The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or.
 - b A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - c The Bidder/JV Member has been blacklisted by any Government/ Non-Government / Private agencies / Organizations / Institutions / Government Undertakings and funding Agencies in the last 05 years
 - d The Bidder/JV Member 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 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.

- e The Bidder/JV Member should submit undertaking on non-judicial stamp paper of **Rs.300/-** duly attested by notary public regarding document submitted, are true. GUDC would have the right to forfeit the EMD and blacklist to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.
- (xiv) If the bidder has submitted tender fee and EMD on line & in hard copy, the request of the bidder for not opening of bid shall not be accepted in any circumstances.
- (xv) If bidder has not submitted in original, tender fee and E.M.D. offline, but same is scanned and submitted with his bid online or vice versa within stipulated period, to the designated officer as per Tender document, the bid shall be liable to be considered as non-responsive.
- (xvi) All those documents which are scanned and submitted should be numbered chronologically and with their reference in the self-appraisal of Pre-Qualification will have to be given for the proof of qualification.
- (xvii) The bidder/ JV Member /MoU partners whose contracts are earlier terminated / blacklisted/ debarred on account of poor performance in any State Govt./ Board / Municipal Corporations/ Central Govt. / Any State Govt Organization, Urban Local body, and/or its undertaking company or its SPV, Asian Development Bank / World Bank or similar international funding agencies organizations during last five years, will not be eligible for this tender.
- (xviii) Any bidder / JV Member / MoU partners who has been barred by the state/central government or any entity control by them (Controlling Stake) from participating in any project and the bar subsists as on the day of issue of notice inviting tender and/or submission of bid, the bidder shall not be eligible to submit the tender document either individually or as a member of consortium. However, the bidder submits the bid; the tender shall not be considered for evaluation.
- (xix) The experience of works executed in Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall only be considered for evaluation.

The experience certificate from the client equivalent to not below the rank of Executive Engineer shall only be considered. The experience of sublet works / in house / private / foreign work shall not be considered. The bidder who had already applied as a prime contractor for the same tender shall not be eligible to apply under joint venture.
- (xx) Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the central / state govt. in accordance with sub clause 45.1 (c) or not in the list of black listed contractors announced by Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units.
- (xxi) Bidder (individual or any member in case of JV / consortium) shall not have suffered bankruptcy/ insolvency during the last 5 years. For this, Certificate of CA appointed by the bidder must be produced along with a self-affidavit to same effect of prescribed stamp paper of affidavit.

- (xxii) Memorandum of Understanding (MOU) shall be done before online submission of BID to GUDC.
- (xxiii) The approved Vendor list for the Civil/ Mechanical/ Electrical/ Instrumentation and other equipment's is available on **GWSSB's official website at <http://www.gwssb.gujarat.gov.in>**. The Vendor list as available on the date of submission of the BID and in future at the time of approval of QAP, the latest or amended vendor list shall be applicable & considered for executing the job. **(If Applicable)**
- (xxiv) GUDC/ULB shall provide ROU (Right of Use) of adequate width for laying of pipeline / other civil construction once as per availability. During excavation, laying, back filling, any damages to the hidden object beneath the earth like pipelines, cables etc. shall be the responsibility of contractor. The contractor has to rectify the same without any financial implication on GUDC within stipulated time as instructed by EIC. The crop compensation only for single time is the responsibility of GUDC.

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

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

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

This will be based on the least cost combination and as may be the most advantageous to GUDC and shall be final and binding to all the bidders.
- (xxvii) In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve **months (12)** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- (xxviii) The Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor **12 months** after the completion of whole work i.e. Including O&M under the contract and for all other bidders. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged /determined by the competent authority of GUDC.

- (xxix) The bidders are to quote their rates based on the actual market scenario. Any rates which are found to be abnormal higher/lower or unworkable shall lead to rejection of the bid. The decision of the GUDC shall be final and legally binding to all the bidder.
- (xxx) Deleted.
- (xxxi) The Employer wishes to clarify that regardless of the contents of a bid, the successful Bidder shall be required to conform in all respects to the requirements of the Contract, and all proposals shall be subject to the approval of the Engineer In-charge. Acceptance of the Bidder's proposal for the purposes of bid evaluation and award of tender shall not be construed as approval by the GUDC. All details will subsequently be subject to the approval of the Engineer In-charge during execution of the Contract. No claim for additional payments shall be entertained, other than in accordance with the Contract
- (xxxii) The Contractor shall completely indemnify and hold harmless GUDC and its employees against any liability, all claims by statutory authorities, losses under various Labour Laws, statutes or any civil or criminal laws in connection with employees deployed by him or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to GUDC.
- (xxxiii) The rates for recommended Spare Parts / Patented materials as required for successful operation of the facilities for Operation & Maintenance works shall be considered while quoting the rates for O&M. **(If Applicable)**
- (xxxiv) If mutually agreed the Operation and Maintenance contract can be extended for further four years. **(If Applicable)**
- (xxxv) All necessary repairs, maintenance, overhaul, replacements etc., shall be made during the Operation and Maintenance, to maintain the Plant & associated works at the status of formal handing over after the commissioning. After completion of the Operation and Maintenance period the Project/Plant is to be handed over to concerned Nagarpalika in consultation with GUDC in satisfactory working condition. At the end of Operation and Maintenance period the plant shall be handed over to the Employer in fully functional condition and without capacity degradation. **(If Applicable)**

General Description of the Work

This is a bid documents for “**Halwad RoB LC No-65 and LHS LC No-66 under SJMMSVY**”

The successful bidder shall have to undertake site surveys, route surveys for ascertaining the terrain and planning the scheme as well as to conduct geotechnical investigations. The successful bidder shall have to construction carried out on site as per drawing, in soft and hard copy format. Defect liability period/Free maintenance guarantee period shall be part of the contract and start from successful commissioning of the Plant / Project / Structure.

This work includes following, namely

Railway Portion for RoB LC No.65 and LHS Lc No-66 of work as per approved GAD by Western Railway.

Approach Portion for RoB LC No.65 and LHS Lc No-66 of work as per approved GAD by Road and Building (Design Circle).

| SL. No. | Level Crossing No | Chainage of ROB (km) | Approx. Rly. Span configuration (m) | Approx. Approach Span configuration (m) |
|---------|-------------------|---|-------------------------------------|--|
| 1. | LC-65 | RLY. Km 656/6-7 83.2 Km Away from LC-65 BETWEEN HALVAD-SUKHPUR STATION & AHMEDABAD-MALIA HIGHWAY-TIKAR ROAD. | 1x54.00 mt.span Bow String Girder | TO TIKAR 3 x 16m + 6 x 30m TO SUKHPUR 1 x 26.053m + 1 x 20m + 8 x 30m PSC Superstructure at Viaduct + Reinforced Earth Retaining Wall) |
| 2 | LC-66 | LHS AT RLY. Km 657/0-1 BETWEEN HALVAD-SUKHPUR STATION & AHMEDABAD-MALIA HIGHWAY-TIKAR ROAD. | 1 x 5.2m x2.650 R.C.C BOX | Approach Length TOWARD TIKAR :- 103.023m TOWARD HALVAD:108.78m (RCC U-Type Wall) |

The work of Bridge on Railway portion and Approaches includes following items. Itemise details of work is however as per Schedule-B named as price bid.

Foundations:

The consultant has carried out detailed geotechnical investigations at the location. Based on the report, preliminary design of various components of the ROB & RUB is carried out. Considering the

soil parameters indicated in the report, pile foundation is proposed In LC-65, which shall be confirmed during detailed design.

Railway & Approaches:

Construction of ROB on Existing Railway line TIKAR - SUKHPUR route. Length in railway portion is 58.080m, On TIKAR ROAD Side is 6 Viaduct Spans of 30m, 3 Viaduct Spans of 16m, + U-Type Wall-1 of 88.382m+ U Type Wall-2 of 10.257m + U Type Wall-3 Of 78.539m + Retaining Wall of 49.490m + Kerb of 17.703m. On SUKHPUR Side is 8 Viaduct Spans of 30m, 1 Viaduct Spans of 20m & 1 Viaduct Spans of 26.053m + Retaining Wall of 104.793m + Re wall of 162.561m.

Construction of RUB on Existing Railway line TIKAR - HALVAD route. Total Length of Box 33.280m, On HALVAD ROAD Side is U-Type Wall-1 of 26.329m+ U Type Wall-2 of 18.974m + U Type Wall-3 Of 22.212m + U Type Wall-4 Of 22.190m + U Type Wall-5 Of 10.173m +Kerb of 8.819m. On TIKAR Side is. + U Type Wall-2 of 22.360m + U Type Wall-3 Of 31.114m + U Type Wall-4 Of 18.307m + U Type Wall-5 Of 25.084m +Kerb of 6.098m.

The road level is computed as below;

| | |
|--|---------------|
| Rail track | RL 50.161 mt. |
| Railway clearance | 8.525 mt. |
| Depth of Superstructure (Railway Span) | 1.092 mt. |
| Wearing coat thickness | 0.065 mt. |
| Road F.R.L.is kept | RL 60.186 mt. |

Structure Details:

The proposed alignment of ROB LC-65 is at a 40.00 degree with the existing rail track and is accepted and approved by Railway department. 1 x 54 m Bow String Girder Span Proposed based on feasibility.

The GAD for approach is approved by Design Circle (R&B).

The Proposed-1 R.C.C Box (Box Pushing Technique) at RUB LC-66 is of 33.280m in Length and 5.2m in width is accepted by.

Foundation:

For ROB LC 65

Pile in M: 35 (As per Drawing)

Pile Cap in M:35

Substructure:

RCC Substructure with pier and Pier cap-controlled cement concrete M: 35 grades & Portal Pier & Pier cap -controlled cement concrete M: 40 grades.

| | |
|---|---------|
| Rail track | 48.665 |
| Road invert Level is Kept (Finished Road Level) | 48.665 |
| Wearing coat thickness | 0.150 m |

GUDC/ULBs will be responsible to get all statutory permissions and clearances from the concerned central / state or local statutory authorities. All the statutory charges & other charges such as fees,

insurance, damage, NOC etc. for laying of pipeline below railway, NH, SH and all other roads and other crossings are to be paid by the GUDC. Urban Local Bodies (ULB) will be responsible for getting permission from GPCB. However, the contractor shall have to manage the day-to-day co-ordination and follow up activities based on these clearances on site. GUDC shall provide required help and assistance for such day-to-day activities.

All the statutory charges (except GPCB) & other charges such as fees, insurance, damage, NOC etc. for laying of pipeline below railway, NH, SH and all other roads and other crossings are to be paid by the GUDC. Urban Local Bodies (ULB) will be responsible for getting permission from GPCB.

After the successful commissioning of the project, the contractor shall maintain the project for period **“(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))”**. This includes carrying out necessary repairs of equipment, which meet original specifications; replacement of any components required for project, etc. during defect liability and Free maintenance guarantee period, the replacement of the items should be of the same specifications as in the original contract documents. Efficiency of all the project as considered for design should be repaired and maintained throughout the during defect liability and Free maintenance guarantee period. **(If Applicable)**

The detailed description of the works is included in the “Scope of Work” under Volume–II.

Particulars Provisional

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

1.2 Definition

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

1.2.1 Bidder / Tenderer / Applicant:

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

1.2.2 Online:

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

1.2.3 Offline:

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

1.2.4 E- Tender:

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

1.2.5 Digital Signature:

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

1.2.6 Scanned Copy:

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

1.2.7 System:

Means the computer which hosts the website (<https://tender.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 (<https://tender.nprocure.com/>) is called uploading.

1.2.9 IT ACT-2000:

Means Information Technology Act, 2000 of Government of India.

1.2.10 Approved / Approval:

Means approval in writing.

1.2.11 B.I.S:

Means Bureau of Indian Standards.

1.2.12 Deleted

1.2.13 Construction Plant:

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

1.2.14 Contract:

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

1.2.15 Contractor:

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

1.2.16 Contract Price / Contract Amount:

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

1.2.17 Contractor's Equipment:

Means all equipment, tools, apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's

Equipment excludes Temporary works, Departmental equipment (if any) or plant, materials and any other things intended to form or forming part of the permanent works.

1.2.18 Compliance with Laws:

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

1.2.19 Contractor's Obligations:

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

1.2.20 Contractor's Use of Employer's Documents:

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

1.2.21 Country:

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

1.2.22 Day:

Means a day from midnight to midnight.

1.2.23 Defects Liability Period:

The Defects Liability period shall be as under....

- a) For all works costing **up to Rs. 50,000 (amount put to tender)**, the period shall be **03 Months** from the certified date of completion.
- b) For all works costing **more than Rs. 50,000 and up to Rs.1.00 crore (amount put tender)**, the period shall be **12 (Twelve) months** from the certified date of completion or one monsoon, whichever is later.
- c) For major projects costing **more than Rs.1.00 crore**, the period shall be **36 Months** from the certified date of completion which should include three monsoons.
- d) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later.
- e) For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

Above and as mentioned **Volume of "General Condition of Contract" Clause 17.**

1.2.24 Drawings:

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

1.2.25 Employer / Owner / Department:

Gujarat Urban Development Company, Gujarat, or the person named as Employer or Owner in the Contract Agreement and the legal successor in title to this person.

1.2.26 Employer's Equipment:

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

1.2.27 Employer's Use of Contractor's Document:

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

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

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

1.2.28 Engineer-In-Charge:

Means the Engineer-in-Charge of the works, or in-charge of specified parts of the works under the contract or such other assistants or sub-ordinates to whom the Engineer-in Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.

1.2.29 Facility:

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

1.2.30 Goods:

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

1.2.31 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 organization.

1.2.32 Joint and Several Liabilities:

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

- These persons shall be deemed to be jointly and severally liable to the Employer for the performance of the contract.
- These persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- The contractor shall not alter its composition or legal status without the Prior consent of the Employer.

1.2.33 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.

1.2.34 Maintenance Standard (if Applicable):

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

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

1.2.35 Materials:

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

1.2.36 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.

1.2.37 Month:

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

1.2.38 O & M Manual:

Means the final Manual for the Operation and Maintenance of the Facility to be prepared in accordance with the requirements of Bid Documents by the contractor. Bidder shall provide this at the time of commissioning of the Project.

1.2.39 Operation and Maintenance Obligations:

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

1.2.40 Operation and Maintenance Period:

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

1.2.41 Operation and Maintenance Price:

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

1.2.42 Operation Standard: Means

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

1.2.43 Performance Guarantees:

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

1.2.44 Permanent Works:

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

1.2.45 Pipe Supplier:

Means the person that supplies pipes.

1.2.46 Rupee:

Means Indian National Rupees (INR)

1.2.47 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.

1.2.48 Taking Over:

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

1.2.49 Temporary Works:

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

1.2.50 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.

1.2.51 Week:

Means seven consecutive days.

1.2.52 Works:

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

1.2.53 Commissioning:

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

1.2.54 Completion:

Means the date of successfully commissioning of all the equipment's in the scheme after satisfactory running for three months as a part of trial run.

1.2.55 Estimated Cost:

The estimated cost of the Project (the "**Estimated Cost**") has been specified in "**(as Mentioned in Section I – Tender Notice / Invitation for Bid (IFB))**".

1.2.56 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.

1.2.57 Trial Run Period:

Trial run period for the work is 3 months of the entire scheme including achievement of prescribed performance parameters.

In the event of non-achievement of prescribed parameters within a period of 3 months, specified above the trial run period could be extendable to a period till the performance parameters are achieved. During the trial run period the contractor shall be responsible for the maintenance of the entire scheme including all staff, labour, material, power etc. repair of any defects/ replacement of the defective material used at the cost at his own cost.

1.2.58 Vice President:

Means the Vice President the overall in charge of the works.

1.3 Bid Invitation

Means the call / invite by The Gujarat Urban Development Company Ltd (hereinafter referred to as "the Employer" or GUDC) from all interested and eligible bidder's **"as per Section I – Tender Notice / Invitation for Bid (IFB)"**.

1.4 Download of Tender Documents

The tender documents are available in electronic form, from the website <https://tender.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 bidder.

1.6 Present Status of the Work

This is a proposed plant along with facilities, needs to be designed and executed as per the specifications and BOQ etc.

2. Time of Performance

The successful bidder will be expected to complete the works **(as mentioned in Section I – Tender Notice / Invitation for Bid (IFB)) from the date of Notice to Proceed (NTP)**.

The O&M time period shall be **(as mentioned in Section I – Tender Notice / Invitation for Bid (IFB))** (including defect liability period), from the date of issue of Successful Commissioning Certificate.

3. Project Implementing Agency

The "Gujarat Urban Development Company Ltd" shall be the project-implementing agency. This contract shall be administered and managed by the **"Vice President, Project, Gujarat Urban Development Company Ltd, The Vice President (P), Karmayogi Bhavan, Block-1, B1 Wing, Ground Floor, Sector-10/A, Gandhinagar, Gujarat"** for and on behalf of **Gujarat Urban Development Company Ltd** and shall act as the "Engineer In-charge".

4. Allocation of Risk & Responsibilities**4.1 Contractor**

- (a) The preliminary designs and details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Bidder shall be responsible to verify / examine / check and make his own assessment of the site, site data, soil data and the schematic details shown in the bid documents based on his own investigations and / or additional surveys, if required, at bidder's own cost.
- (b) The contractor shall be responsible to make good and bring to original position road and land surface, etc. damaged during laying of pipelines and construction of structures or while carrying out any activities related to this contract, at his cost.

- (c) The Contractor shall be responsible for all the damages that may occur during the execution of the work, to the underground cables, power lines, telephone lines, other water/sewer lines and other infrastructure facilities etc. while executing the works under this contract and shall bear all costs relating to repairs / replacements.
- (d) 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.
- (e) The Contractor will prepare and present interim / running and final bills.
- (f) The Contractor shall be responsible for the safety and performance of all civil and other structure up to the end of period of defect liability period. The damages/defects identified by the "Engineer in charge" shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement / reconstruction shall be done by the contractor at his cost and risk.

5. The Employer

- (a) The **Gujarat Urban Development Company Ltd** assures all participants for the contract that, adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs of the construction contracts in accordance with the provisions of tender documents.
- (b) All the material shall be inspected by **Gujarat Urban Development Company Ltd** internal system and/or through Third Party Agency appointed by the GUDC.
- (c) GUDC will provide indicative drawings and design parameters as may be required for works to be designed by the contractor.
- (d) Gujarat Urban Development Company Ltd will approve and pay all interim / running / final bills presented by the Contractor after due verification against the provisions of contract.
- (e) GUDC will be responsible to get all statutory permissions (except GPCB) 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 Urban Development Company Ltd shall provide required help and assistance for such day-to-day activities. Urban Local Bodies (ULB) will be responsible for getting permission from GPCB.
- (f) The statutory Charges from Gujarat Pollution Control Board (GPCB) or Central Pollution Control Board (CPCB) or any other Authority for any Compliance should be paid by the Contractor on behalf of Employer and would be reimbursed by Employer at actual.
- (g) The GUDC will make available land for laying the Pipeline & will be responsible for payment of crop compensation etc. in case of laying the pipeline in private / government land. However, once clearance / possession is obtained and established through mutual consent of the owner, its day-to-day management on site shall be the responsibility of the contractor for which Gujarat Urban Development Company Ltd, shall provide only necessary help and assistance.
- (h) All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.
- (i) A copy of the available reports and data has been kept for reference in the office of:
(Name, Address, Contact Person & nos. of Executing Authority as per appendix to bid details).

6. One Bid Per Bidder

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

7. Cost of Bidding

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

8. Site Visit

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.

The Contractor shall be responsible for all expenses incurred by the Engineer or person/s nominated by the Engineer In-charge for verifying the treatment process and tests of the Plants commissioned in India and abroad. The visit shall not exceed two numbers. Normally, three persons from Employer side will witness along with the contractor's representative. Contractor should ensure all relevant test reports, details etc. required by the GUDC is made available

8.1 Communication

8.2 Airports

Mumbai, Delhi & Ahmedabad are three International Airports and Vadodara, Mehsana, Surat, Jamnagar, Rajkot, Bhavnagar, Porbandar, Bhuj, Keshod, and Deesa are the domestic Airports in Gujarat.

8.3 Railway

The Railway station is at Mehsana, Vyara, Surat, Vadodara, Ahmedabad, Mumbai and Delhi are connected by B.G. Railways. All the district places of the state are connected by railways.

8.4 Roads

Express highway is passing from Ahmedabad to Vadodra. National Highway 8A, 8B & 8C are passing in Gujarat State. All the districts and taluka places including cities are connected with well-defined road networks.

9. Details of Approach

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

10. General Facilities

10.1 Hotel / Guest House Facilities

At Ahmedabad & Mehsana, hotels up to five-star standard and Government Circuit house are available. The Govt. Circuit houses are available at all district places.

10.2 Housing

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

10.3 Marketing facilities

Marketing facilities for day-to-day needs are generally available. Special & major marketing centers are in nearby cities Ahmadabad, Mehsana, Rajkot, Vadodara, Surat etc.

10.4 Water Supply

The contractor shall have to make his own arrangement for water supply for work as well as for colonies of camps which may be established and borne by the Contractor during construction phase and Operation & Maintenance phase.

10.5 Medical Aids

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

10.6 Electric Power

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

10.7 Post. Telegraph and Telephones

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

10.8 Supply of Diesel, petrol and Oil

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

11. Climate and Working Season

11.1 Temperature

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

11.2 Rainfall

Average annual Rainfall ranges from less than 500 mm the North West region to over 2000 mm in the South, with most part of the State receiving 200mm to 1000mm of rainfall. About 95% of rainfall occurs during the months June to September leaving remaining period of the year almost dry.

11.3 Working Season:

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

The above information of Climate of the project area is given only as helping information in good faith and GUDC does not carry any liability for providing this information. The interested parties

may refer the reports and forecast issued by the Indian Meteorological Department or other weather agencies for their use.

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 Amendments of Bidding Documents.

| | | | |
|--------------|-------------|---|---|
| Volume : I-A | Section-I | : | Invitation for Bid (IFB) |
| | Section-II | : | Instruction to Bidders (ITB) |
| | Section-III | : | Qualification Criteria & Evaluation Procedure |
| | Section-IV | : | Qualification Data Sheet |
| Volume : I-B | | : | General Conditions of Contract (GCC) |
| Volume : II | Part-I | : | Technical Specification |
| | Part-II | : | General Technical Specification - Civil |
| | Part-III | : | General Technical Specification - Electrical |
| | Part-IV | : | Special Condition |
| Volume : III | | : | Price bid |
| Volume : IV | | : | Bid Drawings |

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

13. Clarification of Bidding Document

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

14. Amendments of Bidding Documents

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

C. Preparation of Bids

15. Language of Bid

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

16. Documents Comprising the Bid

16.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the “Technical Proposal” and the other the “Price Proposal”.

16.2 The technical proposal shall contain the following;

- (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
- (ii) Power of Attorney
- (iii) Information on Qualification
- (iv) Confirmation of Eligibility
- (v) Schedule of Major items of equipment
- (vi) Schedule of major items of Constructional plant
- (vii) Schedule of key personnel
- (viii) Schedule of compliance with the bidding documents
- (ix) Schedule of construction facilities
- (x) Schedule of construction method
- (xi) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders.
- (xii) Form of Bid Security
- (xiii) Form-0

16.3 The price proposal shall contain the following;

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

17. Bid Form & Price Schedule

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

18. Bid Prices

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

19. Bid Currencies

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

20. Bid Validity

- 20.1** Bids shall remain valid for a period of **180 days** from the last date of submission of bid.
- 20.2** In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses there to, shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with **Clause 18 above** in all respects.

21. Bid Security

- 21.1** The bidder shall furnish, as part of its bid with the technical proposal, a bid security amount as specified in the Section I – Tender Notice / Invitation for Bid (IFB).
- 21.2** The bid security shall, at the bidder's option, be in one of the following form:
- (a) A Demand Draft payable to **"GUDC Ltd., Gandhinagar"** and issued by short listed bank as per Section I – Tender Notice / Invitation for Bid (IFB).
 - (b) Fixed deposit receipt pledged in the name of **"GUDC Ltd., Gandhinagar"** and issued by short listed bank as per Section I – Tender Notice / Invitation for Bid (IFB) and valid up to 28 days from the date of closure of the bid validity period of **180 days. i.e. (Total of 180+28=208 days).**
 - (c) **Unequivocal and unconditional Bank Guarantee** in the name of **"GUDC Ltd., Gandhinagar"** in the prescribed format given in this document issued by short listed bank as per Section I – Tender Notice / Invitation for Bid (IFB) and valid up to 28 days from the date of closure of the bid validity period of **180 days**. The format of the bank guarantee shall be in accordance with the sample form included in Section IV - Qualification Data Sheet To Be Filled Up By The Bidder as Form-19: Proforma for Bank Guarantee (EMD). Other formats may be permitted subject to the prior approval of the Employer. The bid security shall remain valid for **28 days** beyond the original validity period

for the bid and beyond any period of extension subsequently requested under Sub-Clause 20.2 above. i.e. **(Total of 180+28=208 days)**.

- 21.3** Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 21.4** The bid securities of unsuccessful bidders will be returned as promptly as possible.
- 21.5** The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 21.6** Within 10 days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the Contract and attend the office of the Engineer in-charge for execution of the Contract documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work offered to him, **his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works for three years.**
- 21.7** 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.
- 21.8** In case of forfeiture of EMD, Bidder shall be disqualified and shall not be allowed to bid for further works under **Gujarat Urban Development Company Ltd 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

- 23.1** The bidder or its official representative is invited to attend a pre-bid meeting, which will take place at:
- Venue :** As mentioned in Section I – Tender Notice / Invitation for Bid (IFB)
- Date :** As mentioned in Section I – Tender Notice / Invitation for Bid (IFB)
- 23.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 23.3** The bidder is requested to submit any questions in writing or by cable, to reach the Employer **not later than four days before the pre-bid meeting.**
- 23.4** Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all of the bidding documents. Any modification/ corrections/ amendments to the bidding documents shall be declared after the pre-bid meeting and shall be the listed as part of the minutes of the pre-bid meeting or separately thereafter as may be necessary.

The pre bid minutes and the modifications/corrections/ amendments issued by the employer subsequent to the issue of bidding documents shall be signed with the successful bidder.

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

D. Submission of Bids

24. Method of Tendering

- 24.1** If the tender is uploaded by an individual, it shall be digitally signed by the individual.
- 24.2** If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.
- 24.3** If the tender is uploaded by a firm, in partnership, it shall be digitally signed by all the partners of the firms or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the tender, a certified copy of the partnership deed, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.
- 24.4** If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the powers of attorney for signing the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.
- 24.5** Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
- 24.6 Deleted.**
- 24.7 Deleted.**
- 24.8** Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
- 24.9** All witnesses and sureties shall be person of status and probity their full name, occupation and addresses when they fill the vendor registration form provided in the website www.gwssb.nprocure.com. (if Applicable)
- 24.10** In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

25. Accompaniments to Tender

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

- 25.1** Scanned Copy of the latest Income Tax Return with permanent account number (PAN) and Income Tax ward where assessed.
- 25.2** The bidder shall submit GSTIN along with other details required under GST Act to GUDC the contractor shall be responsible for deposition of applicable GST to the concerned authority
- 25.3** Scanned copies of client certificate showing, performance of the Bidder working with GUDC / GUDM / GWIL / GWSSB / R&B / Railway or any employer for ongoing works as per prescribed Proforma mentioned in Section III – Qualification Criteria & Evaluation Procedure.

- 25.4** 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.
- 25.5** Scanned copy of Registration or renewal receipt as approved contractor of concerned state Govt. / Railway/ CPWD/Government bodies. The contractor(s) who are registered with other state Govt. / Railway/ CPWD, Government (State / Central), Board, Corporation, and Government Undertaking /Organizations of state & central Government including all Public Sector Units. Proof of application made for registration shall be submitted by bidder as per Volume I-A, Section II – Instructions to Bidders (ITB), Clause 1 General.
- 25.6** 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.
- 25.7** Scanned copy of Account Payee Demand Draft for Tender Fee and Account Payee Demand Draft / PDF / Bank Guarantee for E.M.D. in accordance with relevant clause of “Section I – Tender Notice / Invitation for Bid (IFB)”, and also in physical form shall also be submitted by RPAD/Speed Post.
- 25.8** Scanned Copy of the Solvency Certificate from Bank of required amount as per Section I – Tender Notice / Invitation for Bid (IFB).
- 25.9** Scanned copy of Account Payee Demand Draft for Tender Fee in accordance with relevant clause of Section I – Invitation for Bid (IFB), and also in physical form shall also be submitted by RPAD/Speed Post.
- 25.10** Scanned copy of all the prescribed Forms & Annexure mentioned in Section III – Qualification Criteria & Evaluation Procedure, also in physical form in separate sealed cover by RPAD/Speed Post in the office of The Vice President (Project) as mentioned in Section I – Tender Notice / Invitation for Bid (IFB).
- 25.11** Scanned copy of the detailed statement of the turnover (Civil Engineering Works Only) of last five completed financial years audited and certified by the Chartered Accountant.
- 25.12** The bidder should submit undertaking on non-judicial stamp paper of **Rs.300/-** duly notarized regarding document submitted, are true. GUDC would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.
- 25.13** If the Bidder Firm is a member of a Group of Companies (with a common name), scanned copies of all relevant documents clearly indicating the stake of the bidding Firm in the equity of each firm of the Group, Turnover, Net Tangible Worth and Cash Flow of each company wherein the stake of the Bidding Firm is 51% or more in terms of equity.
- 25.14** All MoU’s shall be on a Non Judicial stamp paper of appropriate value duly notarized and signed by respective authorized representatives.
- 25.15** Form of Pre-integrity pact.
- 25.16** GST Registration certificate and details.
- 25.17** Attested copy of Memorandum of Work in Brief.
- 25.18** EPF Registration Certificate or ESIC certificate as applicable or Affidavit with bid subscribing on company letter head duly attested by Power of Attorney stating non-applicability of EPF/ESIC mentioning the reason.
- 25.19** CA Audited Balance Sheets to be attached separately.

Note: The above accompaniments should be included in Form-0: List and order of Submittals

26. Submission of Tender

- 26.1 The Bidder must submit online duly filled in the entire tender document i.e., technical bid and price-bid available on website the rate and the along with other details in Schedule-B of tender document.
- 26.2 The bidder shall fill the required details/ data/ information in the prescribed form of tender document.
- 26.3 Tender in offline mode will not be accepted.
- 26.4 The tender i.e. Technical bid and Price bid, dully filled in shall be uploaded on <https://tender.nprocure.com/> up to the date and time mentioned in the Section I – Tender Notice / Invitation for Bid (IFB).
- 26.5 The employer at his discretion can extend the last date for submission of tender by amending the bidding document in which case all rights and obligations of the employer and bidder will thereafter be subject to the last date as extended. The bidder shall be responsible for extending the validity of tender accordingly, failing which his bid shall be rejected as non-responsive.
- 26.6 Bidders will have to submit F.D.R./D.D./Bank Guarantee for Earnest Money Deposit and Demand Draft of tender fee in a separate sealed envelope and other technical documents in another sealed envelope. The documents shall be submitted by RPAD/Speed Post only to the designated officer, as mentioned in the Section I – Tender Notice / Invitation for Bid (IFB) & submission made by courier shall not be considered. Each cover must clearly be marked with the contents i.e. **“TENDER FEE & EMD”** and **“TECHNICAL BID DOCUMENT”**.

27. Late and Delayed Tender

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

27.1 STATING OF RATES

In Schedule-B the Bidder shall quote prices for the items on lump sum / unit rate as called for against the BOQ item for Item rate tender. Amount in words will be automatically generated by system. Total amount of each item and the grand total in figures and the respective words will be automatically calculated by the computer and displayed.

E. Opening of Tender

28. Opening of Tenders

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

28.1 Opening of Technical Bid

The designated officer of GUDC will open technical bid first at the address specified in the Section I – Tender Notice / Invitation for Bid (IFB). The evaluation of Technical Bid will be done as per **“Clause F : Evaluation of Tender”**.

28.2 Opening of Price Bid

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

The designated Officers of GUDC will open each price bid on or after the date and time mentioned in the Tender or time and date pre-intimated to qualified bidders on and the print out of total amount quoted in the tender along with rate quoted for each item in the Bid Schedule and the condition if any put forth by the Bidder. The Bidder can see his price bid as well as other Bidders' entire price Bid who have participated in the E-Tender.

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

F. Evaluation of Tender

Evaluation & Comparison of Technical Proposal

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

Qualification

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

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

Technical

Overall completeness and compliance with the Employer's Requirements.

29. Evaluations of Technical Bids

29.1 The bidder shall be qualified on the basis of information furnished by the bidder in accordance with Clause-25 above, in support of his capability with reference to qualification criteria laid down.

29.2 Even though the bidder meets the above qualification criteria, he shall be disqualified if:

- a The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
- b A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- c Bidder has been blacklisted by any Government / Non-Government / Private agencies / Organizations / Institutions / Government Undertakings and funding Agencies in the last 05 years.

The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history 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 bidder should submit undertaking on non-judicial stamp paper of **Rs.300/-** dully attested by notary public regarding document submitted, are true. GUDC would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

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

30. Evaluation of Price bid

- 30.1** Quoted Tender rates shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the contract.
- 30.2** Reasonability of Tenders' proposed method and technique of construction, construction programme, sequence of components of the work and proposed resources assigned to the work shall be seen where it has been called for in the tender.
- 30.3** Refer Followings:
- (a) If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, GUDC Ltd, may require the bidder to produce detailed rate price analysis for any of all Items of the Bid of the quantities to demonstrate the internal consistency of this rate Price with the construction methods proposed. After evaluation of the rate analysis, the competent authority may require, that, the amount of the Performance Security set forth in "Clause No.21 under Bid Security" above of the contract be increased at the expense of the successful Bidder to a level sufficient to protect the GUDC, against financial loss in the event of default of the successful Bidder under the contract.
 - (b) In respect of those items for which the quoted rates are more than 10% above the overall percentage of accepted tender, the payment of such items in the running bills shall be made at rate of that item which was used for the estimate plus or minus overall variation percentage of the accepted tender plus 5% of the estimated rate of that item. The balance amount as per accepted tender rate shall be withheld from the running bills and will be released as per R&B Department Circular no. PARCH/102008/ (61) dated 03-05-2013. No interest will be payable for such withheld amount. This shall be taken care by way of payment schedule and quoted rates need not be changed.
 - (c) The contract performance for actual execution and the payments to be made for the work shall be based on such bid rates as per (a) and (b) above wherever applicable for the purpose of running account bills. However, the final payments shall be made based on the item wise quoted rates.
 - (d) Any decision of GUDC regarding the interim rates at which payment shall be made in accordance with the above Clauses shall be final and binding to the Bidder.
 - (e) The application of the above clause (a) & (b) above shall be at the discretion of the employer.

30.4 The contractor should have quoted the item wise rate in the breakup of price schedule for the purpose of running account bill. In case of variation of the quantities in any item which needs revision of rates in accordance with “Clause No. 14, Volume-I-B”, the revision of rate of the particular item shall not be considered more than the quoted rate of such item.

30.5 To assist in the examination, evaluation and comparison of Tenders, the GUDC may ask the Bidders individually for clarification of their tenders including break up of work done. The request for clarification and the response shall be in writing but no changes in the price or substance of the tender shall be sought, offered or permitted.

31. GUDC reserves the right to accept or reject any Tender without assigning any reason.

32. Process to Be Confidential

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

33. Preliminary Examination of Technical Proposal

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

34. Joint Venture Consortium (JV):

Joint venture consortium of Maximum Two firms / members / companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

- (a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other members, individually shall not be less than 25%.
- (b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

In joint venture both the members shall be an Indian citizen, Indian partnership firm or Indian private/ public limited company.

All the members of Joint Venture shall have registration as per 1 General, A General Introduction of Section II – Instructions to Bidders (ITB).

- (c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall

be submitted on Stamp paper **Rs.300/-**. Duly signed by authorized signatory, which shall be notarized.

- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned.
- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;
- (f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the contract including defect liability period;
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,
- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive.
- (j) In case of Financial Criteria, if bidder participate in Joint Venture, financial strengths of each of the JV members individually shall not be less than minimum qualifying criteria worked out in proportionate to their financial stakes in the JV.
In case of physical criteria, either of the JV members shall meet the qualifying requirement in any single completed project without taking into account their financial stake in the JV agreement.
Each JV member shall have required Registration, solvency certificate, project manager having 5 years’ experience, existence of company as per tender requirement. Each member shall satisfy these requirements separately.
- (k) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the

Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.

- (l) An original notarized copy of the agreement as prescribed in **Form-22: Performa for Joint Venture Agreement (If Applicable)** entered into by the joint venture partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.
- (m) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.
- (n) The experience of the Sole Entity / Joint Venture only in India shall be applicable for works in this bid.

35. Deleted

G. Award of Contract

36. Successful Bidders

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

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

37. Employer’s Right to Accept Any Bid or to Reject any or all Bids

- 37.1** Those Tenders which do not have Digital Signature attached shall be rejected.
- 37.2** Tender without Earnest Money Deposit (EMD), will be treated as non-responsive and will be out rightly rejected.
- 37.3** Notwithstanding the above, the Gujarat Urban Development Company Ltd 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 competent authority's action.
- 37.4** In addition to the above, the Tender will also be liable to be rejected out rightly if, the Bidder or in the case of a firm, each partner or the person holding the Power of Attorney thereof does not digitally sign.

38. Notifications of Award

- 38.1** Prior to 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 Intent") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 38.2** The notification of award will constitute the formation of the Contract.
- 38.3** Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required).

39. Signing of Contract Agreement

- 39.1** At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement, incorporating all agreements between the parties.
- 39.2** Within 15 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.
- 39.3** As soon as the work is awarded to the contractor, a tripartite agreement between Urban Local Bodies (ULB), Gujarat Urban Development Company Ltd (GUDC) and contractor shall be executed on **Rs.300/-** non judicial stamp paper and duly notarized by notary public. Form-25: Model Tripartite Agreement (If Required) is the Proforma for tripartite agreement.

40. Performance Security

- 40.1** The successful bidder shall have to pay Performance Security in the form of Unequivocal bank guarantee issued by any shortlisted bank as per Section I – Tender Notice / Invitation for Bid (IFB) having branch at Ahmedabad or Gandhinagar and the same shall become refundable as per Clause No. 01 under General Conditions of Contract.

41. Corrupt or Fraudulent Practices

- 41.1** The GUDC 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 a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- (d) If at any stage it is found that bidder had hidden material information or had submitted information which is false and fraudulent shall be debarred from bidding in Gujarat Urban Development Company Ltd tender for three years and EMD shall be forfeited. The matter shall also be brought to notice to the registration authority of the contractor.

42. General Rules and Directions

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

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

- 42.5** The contractor shall compulsorily furnish his latest address (es) including the latest address of his partners and place(s) of filing his/their income tax returns along with the tender (in the annexure form appended hereinafter). Any changes, if occur, in such address, during the tenure of contract, the latest address (es) shall invariably and forthwith be intimated by the Contractor to the concerned Engineer-in-Charge.
- 42.6** Receipt for payment made on account of the work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 42.7** Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Bidder and shall be submitted online.
- 42.8** Erasures and corrections:

Persons tendering are informed that no erasures or alternations by them in the text of document downloaded from website will be allowed and such erasure and alterations will be disregarded. If there is any error in writing, Bidder can edit the same and correct it. Please refer to the Vendor Training Manual.
- 42.9** The contract will normally be made within **180 days** from last date of receipt of Tenders.

43. Declaration Form: (Form-H)

- 43.1** In conjunction to Sub Clause 'c above' under "29" "Evaluations of Technical Bids" the bidder should submit undertaking as per Form-H on non-judicial stamp paper of **Rs.300/-** duly attested by notary public regarding document submitted, are true. GUDC 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. Requirements of A Bidder

- 44.1** The applicant in the same name and style shall be a well-established Civil/Mechanical/Electrical (as per type of the tender) Engineering Contractor and shall have Registration in the required class for the work. The agencies whose contracts have been terminated on account of non-performance / poor performance in any work and debarred contractors will not be eligible for this Tender.

45. Competency of Tender

- 45.1** Contract will be awarded to responsive Bidders on the basis of prequalification criteria and evaluation of price-bid accordingly.
- 45.2** The Bidders/Bidders are required to deploy the necessary machineries/ equipment's (by owning/ hiring/ leasing) for the execution of work as specified in Clause 3, of Section III – Qualification Criteria & Evaluation Procedure of this Volume.
- 45.3** The Bidder shall employ Project Manager, Engineers, technicians and other key personnel and other Civil/Mechanical/Electrical Technical Staff as specified.

46. Supporting Documents

- 46.1** The bidder must provide by uploading evidence of having adequate experience and performance which include supporting certificate or report relating to physical, financial, technical and other capability of the bidder from the respective clients in their original language along with certified translation of all relevant portions of the information about the financial capacity in Indian Rupees Only.

47. Machineries

The project work will require sufficient numbers of equipment like hauling equipment, allied equipment, and other such machinery tools and plants required for the smooth execution of the work. Bidder should have sufficient machinery which is required for execution.

The list of machinery as available with contractor or intended to be acquired should be furnished invariably by the bidder with the documents. Other machinery specifically available but under use or to be used for other project could be listed in addition.

Section III – Qualification Criteria & Evaluation Procedure

A. General

1. General

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

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

2. List of Accompaniment

Bidder shall include following accompaniment to tender documents while submission.

2.1 Letter of transmittal (Scanned Copy)

2.2 Power of attorney:

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

2.3 Certificate of registration:

Certificate of registration as approved contractor of concerned Section II – Instructions to Bidders (ITB) Clause-1 General (Scanned copy).

2.4 Supporting document

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

| Sr. No. | Form No. | : | Description Of Proforma |
|---------|-----------|---|---|
| 1 | Form-0 | : | List and order of Submittals |
| 2 | - | : | Proforma for “Letter for submission of tender”. |
| 3 | Form-1 | : | Details of organization structure of the bidder |
| 4 | Form- 2 | : | Details of Personnel |
| 5 | Form- 3 | : | Details of Machinery Equipment and work Plan |
| 6 | Form- 4 | : | Information relating to Financial Criteria |
| 7 | Form-5 | : | Financial data |
| 8 | Form-6 | : | List of works already completed by the Bidder |
| 9 | Form-7 | : | Details of works on hand with Bidder |
| 10 | Form-8 | : | Details of experience of completed work (similar nature) |
| 11 | Form-9 | : | Additional Information and Litigation History / Debarment / Blacklisting |
| 12 | Form-10 | : | Information for tenders submitted but not awarded |
| 13 | Form-11 | : | Certificate for experience of work |
| 14 | Form-12 | : | Joint Venture data (If applicable) |
| 15 | Form-13 | : | Personnel / staff proposed for the project |
| 16 | Form-14 | : | Curriculum Vitae of Project Manager and all key Technical Staff |
| 17 | Form-15 | : | Proposed site organization and Management |
| 18 | Form-16 | : | Details of experience for physical qualification criteria |
| 19 | Form-17 | : | Approach & Methodology with conceptual design & supporting calculations of the system. |
| 20 | Form-18 | : | Form-H (Declaration) |
| 21 | Form-19 | : | Proforma for Bank Guarantee (EMD) |
| 22 | Form-20 | : | Work wise details of work completed/in progress by the contractor. |
| 23 | Form-21 | : | Proforma for Performance bond/ Performance guarantee Proforma for bid security |
| 24 | Form-22 | : | Proforma for Joint Venture Agreement (If Applicable) |
| 25 | Form-23-A | : | “Assured Pipe Supply Declaration” (MOU with Manufacturer of DI/MS/RCC/PVC/UPVC/ HDPE/DWC pipe) (if applicable) |
| 26 | Form-23-B | : | Proforma for Certificate (If Applicable) |
| 27 | Form-24-A | : | Proforma for Memorandum of Understanding (MOU) with pipeline supplier. (if applicable) |
| 28 | Form-24-B | : | Format for Memorandum of Understanding (MOU) for Technology tie-up agreement with qualified technology provider (if applicable) |
| 29 | Form-25 | : | Model Triparty Agreement (if applicable) |
| 30 | Form-26 | : | Undertaking for Machinery |
| 31 | Form-27 | : | Undertaking for Man Power |

3. Eligibility for Qualification

- 3.1** The Bidder in the same name and style shall be a well-established Civil Engineering contractor with at least 05-(Five) years’ experience and capability for construction of all types of Civil / Mechanical / Electrical Engineering works.

- 3.2** The Bidder in the same name and style must give evidence of having adequate experience in mobilizing equipment and personnel for large value contracts and in the deployment of heavy construction equipment for the type of work described earlier.
- 3.3** The Bidder must have adequate staff and equipment for carrying out work in accordance with time schedule.
- 3.4** The Bidders/Bidder must have a following key personnel with adequate experience in civil engineering work as under;

| Sr. No. | Description | Qualification | Minimum Requirement | |
|---------|---|-------------------------------|---------------------|--|
| | | | Number | Experience in Bridge works |
| 1 | 2 | 3 | 4 | 5 |
| 1 | Project Manager | B.E. Civil | 1 | 10 Year Exp. (5 years on Road / Highway construction) |
| 2 | Site Engineer Bridge Engineer 1 Highway Engineer1 | B.E. Civil | 2 | 10 Year Exp. (5 years on Road / Highway construction) |
| 3 | Plant Engineer | B.E. Mech. / Diploma Mech. | 2 | 5 Years Exp. for B.E. /10 Yr. exp. of D.M.E. |
| 4 | Quantity Surveyor | B.E. Civil / Diploma Civil | 1 | 5 Years on Road / 10 Years on Highway Construction |
| 5 | Material & Quality Control Engineer | B.E. Civil / Diploma Civil | 1 | 5 Years Exp. / 10 Years Exp. |
| 6 | Survey Engineer | B.E. Civil / Diploma Civil | 1 | 2 Years Exp. / 5 Years Exp. |
| 7 | Road safety Auditor | B.E Civil | 1 | 5 Years Exp. For B.E |

Note:

- I. If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.
 - II. Successful Bidder shall deploy minimum key Personnel's mentioned above in project during execution of work at site.
- 3.5** The Bidder must provide evidence of having adequate experience. The Bidder should upload the digitally signed scanned copies to supporting certificate, reports relating to physical, financial, technical, machinery and other capability of the applicants in their original language along with certified translation of all relevant portions of the certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.
- 3.6** The Bidders are required to upload digitally signed scanned copies along with their applications certificates obtained from the concerned authorities / employers towards proof;
- 3.7** Qualification of the bidder:
- To be qualified for award of Contract, bidders shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to submit the bidder;

- (b) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the Section-IV of Volume-I-A.
- (c) Submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.

Bidder has to submit Memorandum of Understanding (MoU) with Manufacturer of DI/MS/RCC/PVC /UPVC/DWC pipe shall be submitted on **Rs.300/-** non judicial stamp paper duly notarized and signed by the respective authorized representatives clearly stating the terms & conditions of the MoU as per Form-24-A: Proforma for Memorandum of Understanding (MoU) with pipeline supplier (If Applicable) Memorandum of Understanding (MOU) with qualified technology provider shall be submitted on Rs.300/- non judicial stamp paper duly notarized and signed by the respective authorized representatives clearly stating the terms & conditions of the MoU as per Form-24-B: Format for Memorandum of Understanding (MOU) for Technology tie-up agreement with qualified technology provider (If Required and Applicable). Such MOU should be valid up to Operation and Maintenance period and it shall not be amended or modified without prior consent from GUDC during the period of performance of contract; GUDC shall not allow such change except for special reasons. The MoU should also form as part of the contract agreement. **(If applicable).**

3.8 If the bidder is joint venture (If Applicable)

- (a) In case of bidder participating as a Joint Venture, on his selection forward of contract, all members of the Joint Venture will have to sign the contract with the Employer and will be jointly and severally liable for performance of the contract/ Award of contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this bid/contract concern.
- (b) The bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all partners;
- (c) One of the partners shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (d) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;
- (e) All partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and
- (f) A copy of the Stamped and notarized agreement entered into by the joint venture partners shall be submitted with the bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as a single bidder, in the name of bidder, who has purchased the bid documents.

Note: - In addition to the above JV conditions mentioned in "**Clause 34 : Joint Venture Consortium (JV):**" shall also be referred.

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

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

4. Minimum Pre-Qualification Criteria

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

4.1 List of Mandatory documents to be submitted

- (a) Registration: -As per Section II – Instructions to Bidders (ITB), Clause-1 General.
- (b) Tender Fee/ EMD/Bid Security: - Section I – Tender Notice / Invitation for Bid (IFB).
- (c) **Solvency Certificate:** Bank Solvency of minimum **Rs.3.00 Crores** Solvency Value Certificate of the organization should be of **Current Calendar Year i.e. 2026** issued by **Nationalized Bank or Bank listed as per latest GR of Finance Department** Such certificate should be issued on Banker's letter head. **(Each JV member shall have to satisfy these requirements separately if applicable).**
- (d) Turn Over
- (e) Bid Capacity
- (f) Document supporting similar nature of work & Financial and physical criteria.

If bidder fails to submit above documents or mandatory criteria are not fulfilled, bidder shall be considered as not qualified and their financial bid shall not be open. To qualify, each bidder in the same name and style should have achieved the above & following performances:

4.2 Financial Criteria

4.2.1 Turn Over

Bidder must have achieved minimum annual financial turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) of **Rs.33.27 Crores** in any (01)-One financial year out of last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) of the annual value of contract / contracts applied for.

Note: The details pertaining to turnover of last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) shall be **Audited and Certified by Chartered Accountant** on his own letter head and duly attested.

4.2.2 Minimum Net Worth (Not Applicable)

4.2.3 Minimum Cash Accruals (Not Applicable)

4.2.4 Similar Nature of Work

The bidder must have completed similar nature of work i.e., **Railway Over Bridge (RoB)** involving similar type of Foundation, Sub-Structure & superstructure matching the scope of work defined

under clause of General Description of the Work of this volume within last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid of value not less than **Rs.26.61 Cr.** Complying following minimum requirement in any similar **single completed contracts.**

| | | |
|-----------------|---|-----------------|
| Foundation | : | Pile Foundation |
| Super Structure | : | PSC Girder |

4.2.5 Available Bid Capacity

The Bidder who fulfils the qualifying criteria mentioned above shall be qualified only if he fulfils the requirement of bidder's capacity. The bidding capacity of any tender/ Bidder is required to be more than or equal to the estimated cost of the work i.e., **Rs.66,53,57,369.00** the bidder's capacity shall be computed as shown below.

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

Where:

A = Performance of the bidder for Maximum annual turnover in any one year during the last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26), updated at the base year of inviting tender.

B = Value of the existing commitments as on date of bid submission for works (complete or partial) to be completed in the next **2.0-years (24-Months)** (Equivalent to duration of the project) The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works.

Also, declaration of financial liabilities, work on hand/completed projects on **Rs.300/-** non-Judicial stamp paper.

In the case of a Joint Venture (If Applicable), parameters A and B shall be determined based on details pertaining to such partners who propose to undertake physical execution of work and in proportion to their participation/stake as specified in respective clause in the tender documents.

N = Years prescribed for completion of the work for which bids are invited **2.0-years (24-Months)**

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

Note: to 4.2 Financial Criteria

(a) The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the work listed should be countersigned by the officer not below the rank of an Engineer-In-Charge.

- (b) The certificate for past performance should be as per prescribed Proforma in Form-11: Certificate for experience of work.
- (c) The Bidders are required to upload latest client's certificates in Form-11: Certificate for experience of work (or in any format with yearly breakup) obtained from the concerned authorities/ employers towards proof of their having executed contracts satisfactorily along with their bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma in Form-11: Certificate for experience of work (or in any format with yearly breakup) of Volume-I.
- (d) Physical and Financial Performance of Any Work Not Supported by Client Certificate in Form-11: Certificate for experience of work or in Any Form Will Not Be Considered for Qualification.
- (e) The Bidder should furnish the information about financial capability (similar nature of work) in Form-8: Details of experience of completed work (similar nature) (To satisfy Financial Criteria above). Bidders are required to substantiate the information by submission of appropriate client certificates (Form-11: Certificate for experience of work).
- (f) The applicant Bidder must provide by uploading evidence of having adequate experience. The bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language along with certified translation of relevant portion of the certificate/ report in English. The Bidder should furnish the information about financial capability in Rupees only.
- (g) Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.
- (h) The bidder is required to submit the declaration of his financial liabilities, work on hand/ completed projects on Rs.300/- Non Judicial stamp paper. In case of false statement/ declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.
- (i) The criteria mentioned above at shall be evaluated based on the details submitted with the documents. Such bidder shall have to submit the details in the prescribed Proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly.
- (j) Depending upon the actual bid capacity assessed and other qualifying requirements, the bidder will be qualified for the work.
- (k) The bidder is required to submit the declaration of his financial liabilities, work on hand/ completed projects on **Rs.300/-** Non-Judicial stamp paper. In case of false statement/ declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.
- (l) The criteria mentioned above at shall be evaluated based on the details submitted with the documents. Such bidder shall have to submit the details in the prescribed Proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly
- (m) Turnover of previous year and cost of completed / executed similar nature of work/ O&M shall be given additional weightage of ten percent per year to bring them to current price level to account for price escalation as illustrated below.

| Year | Financial Year | Multiplying Factor for Turnover |
|------------------------------|------------------|---------------------------------|
| Base year of inviting tender | 2026-2027 | 1.00 |
| -1 | 2025-2026 | 1.10 |
| -2 | 2024-2025 | 1.21 |
| -3 | 2023-2024 | 1.33 |
| -4 | 2022-2023 | 1.46 |
| -5 | 2021-2022 | 1.61 |

Note:

- (a) Financial year means period beginning from the 1st April to 31st March of the next year.
- (b) The details pertaining to Turnover for the year **2021-2022 to 2025-2026** and the details pertaining to Net Cash Accrual, Net Worth and Net Working Capital for the year **2021-2022 to 2025-2026** shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover, Net Cash Accrual, Net Worth and Net Working Capital for financial **2021-2022 to 2025-2026** shall be considered subject to submission of audited certificate from chartered accountant by the Bidder.
- (c) The cost of material supplied by the Government/ Client shall not be taken into account for experience against Turnover & Similar nature of work.

4.3 Physical Criteria

The bidder must have successfully carried out minimum Criteria of the following work in any one completed project during last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid

4.3.1 Bow String Steel Girder

Bidder must have **completed construction** of any **Railway Over bridge (RoB)** with **Bow String Steel Girder** in super structure during last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid, **in any single completed contract.**

4.3.2 Railway under Bridge

Bidder must have **completed construction** of any **Railway Under bridge (RuB)** with **RCC Box Pushing method** in Railway portion during last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid, , in any single completed contract.

Note: to 4.3 Physical Criteria

- (a) The works for which bidder have not entered in to contract agreement will not be considered.
- (b) The above experience shall be **completed** within last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid for which Form -3A/11 must be submitted.
- (c) Experience as sub-contractor shall not be considered.

- (d) The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking / Organizations of state & central government shall only be considered for evaluation. The experience certificate from the client equivalent to not below the rank of Executive Engineer shall be considered. The experience of sublet works shall not be considered.
- (e) All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorized representatives.
- (f) The Bidder/ MOU partners contract should not have been terminated/blacklisted/debarred in any State Govt./ Municipal Corporations/ Central Govt./ Any state Govt. Organisation, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organisations due to delay in projects during last five years.
- (g) If the bidder claiming Technical/ Physical Eligibility Criteria for the works has completed any of the works in joint venture with any other company then, along with the experience certificates, the firm shall submit the joint venture agreement for that particular work. Experience certificates not accompanied by joint venture agreement shall not be considered for evaluation. The credit for the bidder which has completed a work in joint venture is allocated as follows:
 - a) If the bidder has completed the work as a member in the project, then the bidder can claim credit for the entire scope of the work in proportion to the stake (e.g., if the capacity of the ESR executed is 30 LL and if the firm has executed the project as member with a 40% stake then the firm can claim credit for $(40\% \times 30 \text{ LL})$ 12 LL works.

Note:

- i. The above condition shall also apply to Clause of 'Similar Nature of work' under financial criteria.
 - ii. The above experience shall be completed within last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) and up to one month prior to last date of submission of the bid for which Form -3-A and 11 must be submitted.
- (h) Bidder should fulfil the criteria mentioned under Clause 4.0, Minimum Qualifying Criteria. If not fulfilled, he will be out rightly rejected.

Section IV -
Qualification Data Sheet To Be Filled Up By The Bidder

1. The qualification questionnaire contains the following forms:

| Sr. No. | Form No. | Description of Proforma |
|---------|-----------|---|
| 1 | Form-0 | : List and order of Submittals |
| 2 | - | : Proforma for "Letter for submission of tender". |
| 3 | Form-1 | : Details of organization structure of the bidder |
| 4 | Form- 2 | : Details of Personnel |
| 5 | Form- 3 | : Details of Machinery Equipment and work Plan |
| 6 | Form- 4 | : Information relating to Financial Criteria |
| 7 | Form-5 | : Financial data |
| 8 | Form-6 | : List of works already completed by the Bidder |
| 9 | Form-7 | : Details of works on hand with Bidder |
| 10 | Form-8 | : Details of experience of completed work (similar nature) |
| 11 | Form-9 | : Additional Information and Litigation History / Debarment / Blacklisting |
| 12 | Form-10 | : Information for tenders submitted but not awarded |
| 13 | Form-11 | : Certificate for experience of work |
| 14 | Form-12 | : Joint Venture data (If applicable) |
| 15 | Form-13 | : Personnel / staff proposed for the project |
| 16 | Form-14 | : Curriculum Vitae of Project Manager and all key Technical Staff |
| 17 | Form-15 | : Proposed site organization and Management |
| 18 | Form-16 | : Details of experience for physical qualification criteria |
| 19 | Form-17 | : Approach & Methodology with conceptual design & supporting calculations of the system. |
| 20 | Form-18 | : Form-H (Declaration) |
| 21 | Form-19 | : Proforma for Bank Guarantee (EMD) |
| 22 | Form-20 | : Work wise details of work completed/in progress by the contractor. |
| 23 | Form-21 | : Proforma for Performance bond/ Performance guarantee Proforma for bid security |
| 24 | Form-22 | : Proforma for Joint Venture Agreement (If Applicable) |
| 25 | Form-23-A | : "Assured Pipe Supply Declaration" (MOU with Manufacturer of DI/MS/RCC/PVC/UPVC/ HDPE/DWC pipe) (if applicable) |
| 26 | Form-23-B | : Proforma for Certificate (If Applicable) |
| 27 | Form-24-A | : Proforma for Memorandum of Understanding (MOU) with pipeline supplier. (if applicable) |
| 28 | Form-24-B | : Format for Memorandum of Understanding (MOU) for Technology tie-up agreement with qualified technology provider (if applicable) |
| 29 | Form-25 | : Model Triparty Agreement (if applicable) |
| 30 | Form-26 | : Undertaking for Machinery |
| 31 | Form-27 | : Undertaking for Man Power |

Note:

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

Form-0: List and order of Submittals

| Sr. No. | Details of Submittals | | Confirm If Submitted (Yes/No) | Page No. |
|---------|--|--|-------------------------------|----------|
| 1 | Covering Letter | Letter of transmittal (Scanned Copy) | | |
| 2 | Tender Fee | Scanned copy of Account payee Demand Draft for Tender Fee in accordance with relevant clause of Section I – Tender Notice / Invitation for Bid (IFB)., and also in physical form shall also be submitted by RPAD/Speed Post. | | |
| 3 | Earnest Money Deposit | Scanned copy of E.M.D. in accordance with relevant clause in “Section I – Tender Notice / Invitation for Bid (IFB).” of Section I – Tender Notice / Invitation for Bid (IFB). and the original shall also be submitted in physical form by RPAD/ Speed Post. | | |
| 4 | Joint Venture Agreement (If Applicable) | Bidder (individual or any member in case of JV/ consortium) shall not have suffered bankruptcy/ insolvency during the last (05)-five years. For this Certificate of CA appointed by the bidder must be produced along with a self-affidavit on non-judicial stamp paper of Rs.300/- duly notarized . Power of Attorney on the name of lead partner in JV Agreement on non-judicial stamp paper of Rs.300/- duly notarized . | | |
| 5 | Power Of Attorney | Power of attorney on Rs. 300/- Non-Judicial stamp paper duly notarised, if power is delegated for signing the bid to other persons by applicant. (Scanned Copy) | | |
| 6 | Company Establishment Details | Letter of Incorporation of the company (Individual or any member in case of JV/ consortium) | | |
| 7 | Certificate of Registration | Certificate of registration of contractor as per Registration requirement mentioned in Volume I, Section II – Instructions to Bidders (ITB), Clause-1 General . | | |
| 8 | Permanent Account Number (PAN) And Income Tax Details | Copy of the latest Income Tax Return with permanent account number (PAN) and Income Tax ward where assessed. (Scanned copy). | | |
| 9 | Goods and Services Tax Identification Number (GSTIN) Details | Copy of Goods and Services Tax Identification Number (GSTIN) (Scanned copy). | | |
| 10 | Solvency Certificate | Scanned Copy of the Solvency Certificate from Bank of required amount as per Section I – Tender Notice / Invitation for Bid (IFB).. | | |
| 11 | Undertaking Regarding Document Submitted, | The bidder should submit undertaking on non-judicial stamp paper of Rs. 300/- duly notarized | | |

| | | | | |
|----|--|---|--|--|
| | Are True. | regarding document submitted, are true. | | |
| 12 | Bidder Past Performance | The bidder, whose contracts are earlier terminated on account of poor performance in GUDC / GUDM / GWSSB / GWIL or any state Govt. / Railway / CPWD or any Central Government bodies. works, will not be eligible. For this tender Self Declaration by bidders is required. | | |
| 13 | Supporting Document | Form-0 to Form-27 | | |
| 14 | Information relating to Financial Criteria | Certificate from chartered accountant verifying the Turnover of last (05)-five financial years. | | |
| 15 | Information relating to Financial Criteria | Audited Balance sheet certified by Chartered Accountant and duly notarized for the last (05)-five financial years. | | |
| 16 | List Of Work On Hand And Work Completed | A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed. (List of Work on hand to be supported with non-judicial stamp paper of Rs. 300/ duly notarized). | | |
| 17 | MOU Allowed for Qualifying Criteria on Non Judicial Stamp Paper of Rs. 300/- Duly Notarized. (Whichever is Applicable) | <ol style="list-style-type: none"> 1. Electrical & Lighting Work 2. Specialized Sculpture / Art Work 3. Specialized Landscape Work | | |
| 18 | MOU to Be Submitted on Non Judicial Stamp Paper of Rs.300/- Duly Notarized along with Proposed Technology Details. (If Applicable) | <ol style="list-style-type: none"> 1. With Qualified technology provider. 2. Experience of designing and execution of Proposed Technology. 3. Control Philosophy and design credentials of Proposed STP. | | |
| 19 | MOU to Be Submitted on Non-Judicial Stamp Paper of Rs.300/- Duly Notarized. (Whichever is Applicable) | <ol style="list-style-type: none"> 1. Pipe Supply assurance. 2. Memorandum of Understanding (MOU) with pipeline supplier. | | |
| 20 | Other Documents | Schedule of construction method | | |
| | | Work plan | | |
| | | Schedule of Major items of equipments | | |
| | | Schedule of key personnel | | |

Note:

- (1) All submittals shall be numbered chronically and reference of page nos shall be mentioned in **“FORM-0”** The same is to be uploaded online and submitted in physical form as well.

Letter for Submission of Tender

To

The Vice President (Project)

Gujarat Urban Development Company Limited

Karmayogi Bhavan, Block-1, B-1 Wing,

Ground Floor, Sector-10/A, Gandhinagar, Gujarat -382 010.

Sub: Submission of Tender Application for **(Name of Work: as mentioned in Section I – Tender Notice / Invitation for Bid (IFB))**

Sir,

- (1) Having examined the details given in the invitation to Bidder for qualification and brief note, the condition of contract, Specification, Drawings and Bill of Quantities (BOQs) and Nos..... for the execution of above named work, we the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the conditions of contract, Specifications, Drawings, Bill of Quantities and quoted amount in accordance with the said conditions.
- (2) We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- (3) We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
- (4) We submit the certified solvency certificate of **Rs. _____ Crores** and authorize the GUDC to approach the Bank issuing the solvency certificate to verify the correctness thereof. We also authorize, GUDC to approach individuals, employers, firms and Corporation to verify our competency and general reputation.
- (5) We hereby apply for qualification for **(Name of work: as mentioned in Section I – Tender Notice / Invitation for Bid (IFB))**.
- (6) We undertake, if our Tender is accepted, to commence the works immediately after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to tender.
- (7) We agree to abide by this Tender for the period of **180 days** from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (8) We enclose here with fixed Deposit receipt / Deposit at call receipt / cross demand draft / Bank Guarantee amounting to Rs..... **(as mentioned in Section I – Tender Notice / Invitation for Bid (IFB))** Towards Earnest Money Deposit which is to be absolutely forfeited by GUDC should we not Deposit the amount of Security Deposit specified in the Clause 1, General Conditions of Contract, Volume-IB.
- (9) We enclose..... DD in favour of Field officer's designation & office name (as applicable) amounting to Rs. _____ towards tender fees.
- (10) Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

(11) We also submit a general description on the approach to the construction methods, technologies proposed etc. and the detailed Work Plan proposed for execution.

(12) We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works.

| Sr. No | Works | Client / owner |
|--------|-------|----------------|
|--------|-------|----------------|

(13) We hereby confirm that there are no deviations to the terms & conditions of the contract and we are liable for execution of this contract in accordance with the stipulated conditions of the contract.

(14) We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of _____ (Year) Signature _____ in the capacity of _____ Duly authorized to sign tender for and on behalf of _____

(15) We are enclosing herewith **“Form H”**.

(16) Irrespective of whatsoever has been stated to the contrary anywhere else in our offer no technical deviations have been taken and the entire work shall be performed as per your specifications and Tender documents.

Signature of Applicant;

(NAME IN BLOCK CAPITALS)

Address _____

Seal of Applicant

Date of submission

Witness _____

Address _____

Occupation _____

Enclosures:

Note:

In case of bidder participated as Joint Venture, the above declaration/letter of submission shall be jointly signed by all of the JV partners as well.

Form-1: Details of organization structure of the bidder

| | | |
|----|---|--|
| 1 | Name of Bidder | |
| 2 | Nationality of Bidder | |
| 3 | Office address Telegraphic Address Telephone Number Fax Number E-mail address. | |
| 4 | Year of Establishment | |
| 5 | Location of Establishment | |
| 6 | Bid is submitted as a) An individual b) A proprietary firm c) A firm in partnership d) A limited Company or Corporation e) A Group of Firms / Joint Venture (if applicant is of category "f" give complete information in respect of each other). f) A Group of Companies | |
| 7 | Attach the Organization chart showing the structure of the organization including the names of the Directors and Position of officer | |
| 8 | Number of years of experience as a prime contractor (Contractor shouldering main responsibility) a) in own country b) other countries (Specify countries) in a joint venture a) in own country b) other countries (Specify countries) | |
| 9 | For how many years has your organization been in business of Civil Engineering works under its present name? What were your fields when your organization was established? | |
| | Whether any new fields have been added in your organization? And if so, when? | |
| 10 | Whether you were required to suspend construction for a period of more than six months continuously after the work was started? If so, give the name of project and reasons thereof. | |
| 11 | Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work) | |
| 12 | In how many of your projects penalties were imposed for delays? (Please give details) | |
| 13 | In which fields of civil engineering construction do you claim specialization and interest? | |
| 14 | Give details of experience in water supply & sewerage projects, pipe laying works, installation of large capacity of pumps etc. | |

| | | |
|----|---|--|
| | with modern technology and quality control. | |
| 15 | Give details of experience for construction of large water supply and sewerage projects. | |
| 16 | Give details of experience in using heavy earth moving machinery, machineries for pipe laying and installation of pumping machinery | |
| 17 | Give details of testing laboratory, if any. | |
| 18 | In how many of your works cases of litigations have arisen? | |
| 19 | <p>If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise state.</p> <p>a) Name and Address of Joint Venture</p> <p>b) Name of Lead Firm</p> <p>c) Name and address of each of the partner/ member of JV</p> <p>d) Indicating the responsibility of planning, construction equipment's and execution of the work of each of the JV partner.</p> <p>e) Name and address of the bankers to the JV</p> <p>f) Details regarding financial responsibility and participation (percentage share in the total) of each firm in the JV. Attach a certified copy of the JV (in prescribed Proforma).</p> | |
| 20 | <p>Whether the sole bidder/lead partner is technology provider? and if no, provide the details of MoU with technology provider? (If Applicable)</p> <p>a) Name and address of technology provider</p> <p>b) Name of the technology Maximum Capacity of STP (In MLD) executed by the technology provider</p> | |

Note:

In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Signature of Applicant;

Form- 2: Details of Personnel

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

| Sr. No. | Description | On Applicants Pay Roll |
|----------------|--|-------------------------------|
| (1) | Project Manager | : |
| (2) | Site Engineer | : |
| (3) | Number of Engineering Graduates / under graduates | : |
| | a) Plant Engineer | |
| | b) Quantity Surveyor | |
| | c) Material & Quality Control Engg. | |
| | d) Survey Engineer | |
| (4) | Number of administrative graduates | : |
| (5) | Number of skilled employees | : |
| (6) | Number of Unskilled employees | : |
| (7) | Please indicate whether design wherever required as per conditions of bid, will be carried out in house or with the help of consultant. If in house, please indicate the details of designs carried out over the last few years. If to be done by back-up consultants please give the data such as name of the company, key personnel and professional qualifications, present position total experience, number of engineering staff under each category of specification and details of work executed. | : |
| (8) | 1) In case of personnel at Sr. No. 1 to 4 please given name, qualification present position, professional experience and linguistic ability. | : |
| | 2) The certified copy of degree / diploma engineers, qualification with an affidavit on stamp paper stating their appointment in the firm shall have to be attached with this schedule. | |
| | 3) The above information shall be supported with necessary documents otherwise the same shall be treated as null & void. | |

Note:

In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Signature of Applicant;

Form- 3: Details of Machinery Equipment and work Plan

Plant & Equipment Owned & Proposed for the Project:

| Sr. No. | Name of Equipment | Total Requirement | | | Equipment in Hand (Owned) | | | Equipment to be procured | | |
|---------|--|------------------------------|---------------|----------|---------------------------|-----------------------------------|---------------|--------------------------|----------|-------------------------|
| | | No. of units for the project | Kind and make | Capacity | No. of each | Year of manu. & present condition | Name of Owner | No. of each | Capacity | Through purchase/ Lease |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| (1) | Excavator cum Loader | As per tender provision | | | | | | | | |
| (2) | Tipper / Dumper /Truck | | | | | | | | | |
| (3) | Generator for works | | | | | | | | | |
| (4) | Water pump | | | | | | | | | |
| (5) | Drum mix plant with Electronic controls | | | | | | | | | |
| (a) | Continuous Batch Mix Plant (Min 120 TPH) | | | | | | | | | |
| (6) | Paver finisher with Electronic Sensor | | | | | | | | | |
| (7) | Bitumen sprayer | | | | | | | | | |
| (8) | Tandem Roller | | | | | | | | | |
| (9) | Asphalt Tanker | | | | | | | | | |
| (10) | Front end loader | | | | | | | | | |
| (11) | Vibratory roller (8-10 MT) | | | | | | | | | |
| (12) | Smooth wheeled roller | | | | | | | | | |
| (13) | Mechanical broom Hydraulic | | | | | | | | | |
| (14) | Water tankers | | | | | | | | | |
| (15) | Wet mix plant capacity 150 cum per hour | | | | | | | | | |
| (16) | Motor Grader | | | | | | | | | |
| (17) | Concrete mixer machine with integral weigh batching facility | | | | | | | | | |
| (18) | Concrete | | | | | | | | | |

| Sr. No. | Name of Equipment | Total Requirement | | | Equipment in Hand (Owned) | | | Equipment to be procured | | |
|---------|--|------------------------------|---------------|----------|---------------------------|-----------------------------------|---------------|--------------------------|----------|-------------------------|
| | | No. of units for the project | Kind and make | Capacity | No. of each | Year of manu. & present condition | Name of Owner | No. of each | Capacity | Through purchase/ Lease |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | Vibrators | As per tender provision | | | | | | | | |
| (19) | Core cutting machine | | | | | | | | | |
| (20) | Field test laboratory for Bridge works | | | | | | | | | |
| (21) | Dozer | | | | | | | | | |
| (22) | Concrete batching mixing plant (15 cum/hr) | | | | | | | | | |
| (23) | Generator 120kva | | | | | | | | | |
| (24) | Compressor | | | | | | | | | |
| (25) | Survey instrument & including theodolite and total station | | | | | | | | | |
| (26) | Shuttering for R.C.C. work | | | | | | | | | |
| | (i) Plywood | | | | | | | | | |
| | (ii) Steel plate | | | | | | | | | |
| (27) | Scaffolding tabular | | | | | | | | | |
| (28) | Crane | | | | | | | | | |
| (29) | Mechanical Rig/Mat Machine | | | | | | | | | |
| (30) | Densitometer | | | | | | | | | |
| (31) | Transit Mixer | | | | | | | | | |
| (32) | Plate Vibrator | | | | | | | | | |
| (33) | Needle Vibrator | | | | | | | | | |
| (34) | Surface Vibrator | | | | | | | | | |
| (35) | Vinch Machine | | | | | | | | | |
| (36) | Steel Form Work | | | | | | | | | |
| (37) | Concrete Laying Pump | | | | | | | | | |
| (38) | Steel Reinforcement BENDING AND Cutting Machine | | | | | | | | | |
| (39) | Prestressing Assembly with all machinery, | | | | | | | | | |

| Sr. No. | Name of Equipment | Total Requirement | | | Equipment in Hand (Owned) | | | Equipment to be procured | | |
|---------|-------------------------|------------------------------|---------------|----------|---------------------------|-----------------------------------|---------------|--------------------------|----------|-------------------------|
| | | No. of units for the project | Kind and make | Capacity | No. of each | Year of manu. & present condition | Name of Owner | No. of each | Capacity | Through purchase/ Lease |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | Equipment & Instrument. | | | | | | | | | |

Note: -

- 1) The above information may be furnished for each machinery and equipment listed herewith.
- 2) The location of machinery should be furnished in detail (i.e. (i) Site of work (ii) Own Workshop (iii) Other places)
- 3) The documents regarding ownership of machinery / equipment etc. and self-attested copies of hire purchase agreement if it must be enclosed and for to be procured the copy of work order placed shall be furnished.
- 4) If leased indicated the date when the current lease expires.
- 5) Describe the fabrication and workshop facilities (a) to be set up at site (b) to be sub contracted locally (c) to be set up any other place with relevant details.
- 6) The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void

Signature of Applicant;

Form- 4: Information relating to Financial Criteria

| |
|--|
| Name of Applicant or partner of a joint venture: |
|--|

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

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

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

Annual turnover data for the last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) (Rs. In lacs)

| Year | Turnover | Net cash accrual | Net worth | Annual income from contracting | Annual income from other sources |
|----------------------------|----------|------------------|-----------|--------------------------------|----------------------------------|
| [A] Lead Partner; | | | | | |
| 2025-2026 | | | | | |
| 2024-2025 | | | | | |
| 2023-2024 | | | | | |
| 2022-2023 | | | | | |
| 2021-2022 | | | | | |
| [B] Joint Venture Partner; | | | | | |
| 2025-2026 | | | | | |
| 2024-2025 | | | | | |
| 2023-2024 | | | | | |
| 2022-2023 | | | | | |
| 2021-2022 | | | | | |

Note:

- (1) A The declared figures as mentioned above shall be supported with balance sheet certified by Chartered Accountant and duly notarized for the respective financial year.
- (2) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Signature of Applicant;

Form-5: Financial data

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

| | | | | |
|---|---|---|---|--|
| 1) | Name of Firm | | | |
| 2) | Name of Partner / Director | | | |
| 3) | Capital | | | |
| | a) Authorized | | | |
| | b) Issued and paid up | | | |
| 4) | Furnish Balance sheet and profit and loss statement with Auditor's Reports and Income Tax assessment orders for the last (05) - Five Financial year. It should, interlaid include the following information | | | |
| | i) Working Capital | | | |
| | ii) Foreign Investment | | | |
| | iii) Turnover for the last (05) - Five Financial year, the contract receipts for Civil Engineering works (Furnish reference page number to balance sheet attached) | | | |
| Sr. No. | Year | Turnover (Rs in Crores) | Reference page No. to balance sheet or other documents | |
| -1 | 2025-2026 | | | |
| -2 | 2024-2025 | | | |
| -3 | 2023-2024 | | | |
| -4 | 2022-2023 | | | |
| -5 | 2021-2022 | | | |
| GROSS INCOME IN THE LAST (05)-FIVE FINANCIAL YEAR | | | | |
| Sr. No. | Year | Gross Income (Rs in Crores) | Reference page No. to balance sheet or other documents | |
| -1 | 2025-2026 | | | |
| -2 | 2024-2025 | | | |
| -3 | 2023-2024 | | | |
| -4 | 2022-2023 | | | |
| -5 | 2021-2022 | | | |
| Sr. No. | Year | Minimum Net Worth (Rs in Crores) | Net Cash Accruals (Rs in Crores) | Networking Capital (Rs in Crores) |
| -1 | 2025-2026 | | | |
| -2 | 2024-2025 | | | |
| -3 | 2023-2024 | | | |
| 5) | Maximum gross income from contract works during last (05) - Five Financial year | | | |
| 6) | What is the maximum cost of the project that has been handled? (Please give details) | | | |
| 7) | Have you ever been denied tendering facilities by any Government / Government Undertaking | | | |

| | | |
|-----|--|--|
| | Organisations / Public sector under taking etc.? (If Yes, Please give details) | |
| 8) | List your sources of finance | |
| 9) | Amount of financial soundness certified by Bank. (Attach copy of certificate) | |
| 10) | Name and address of Bank from whom reference can be obtained | |
| 11) | Have you ever been declared bankrupt? (If yes, please give details) | |

Note:

- (1) Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.
- (2) The above-mentioned statement shall be signed and certified by the Chartered Accountant.
- (3) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Signature of Applicant;

Form-6: List of works already completed by the Bidder

List of works already completed by the bidder during last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) & up to one month prior to last date of submission of the bid.

| Sr. No | Name Of Work | Place Dist. State | Tender Amt. In Rs. Lac | Cost On Completion in Rs. Lac | Date Of Start -ting | Original Time-limit in months | Extended Time-limit in months | Time Taken to Complete The work | Actual Date of Completion | Actual Date of Completion | Remarks |
|--------|--------------|-------------------|------------------------|-------------------------------|---------------------|-------------------------------|-------------------------------|---------------------------------|---------------------------|---------------------------|---------|
| 1 | 2 | 2a | 3 | 4 | 5a | 5b | 5c | 5d | 5e | 6 | 7 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Note:

- (1) Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.
- (2) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-7: Details of works on hand with Bidder

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

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

| | | |
|----|--|--|
| 1 | Name of Work | |
| 2 | Agreement No. & Date | |
| 3 | Country and Location | |
| 4 | Client's Name and Address | |
| 5 | Tendered Cost of work (Rs. in Lacs) | |
| 6 | Brief description of works including principal features and quantity of main items. | |
| 7 | Details of work on hand i) Date of Starting ii) Percentage of Physical completion iii) Amount billed for the work completed iv) Cost of work remaining to be executed v) Stipulated date of completion vi) Anticipated date of completion. | |
| 8 | Name of Applicant's Engineer - in - Charge with Professional Qualification. | |
| 9 | Explain for non-completion of work within stipulated time limit if so. | |
| 10 | Whether any Penalties / Fine / Stop notice / Compensation/ Liquidated Damages imposed? (Yes or No), (If Yes, give amount and explanation) | |
| 11 | Details of Litigation / Arbitration cases, if any pertaining to ongoing works. | |
| 12 | Attach Client's certificate for the details furnished in the Form-3A/ Form-11 (Not below the rank of Executive Engineer or equivalent). | |

Note:

- (1) Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.
- (2) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-8: Details of experience of completed work (similar nature)

Give details of the similar type of work completed during last (05) Five Financial years (i.e. from FY 2021-22 to FY 2025-26) & up to one month prior to last date of submission of the bidding the following Proforma. (Separate form for each work)

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

| | | |
|----|--|--|
| 1 | Name of Work | |
| 2 | Agreement No. & Date | |
| 3 | Country and location | |
| 4 | Client's Name and Address | |
| 5 | Total Tendered cost of work (Rs. in Lac) | |
| 6 | Cost of completed work | |
| 7 | Brief description of works including principal features and quantity of main items. | |
| 8 | <p>Annual achievement (duly supported by certificate from Engineer In - Charge)</p> <p>a) Of key quantities, total physical output of last (05) - Five Financial year (Separately for each item) (For contract for Similar Nature of Work mentioned under Clause no. 4.2.4 of Section-III of Volume-I Technical Bid)</p> <p>b) Financial Output in Rupees (Cost of Work) (Including cost of materials supplied by the client)</p> | |
| 9 | <p>Period of completion</p> <ol style="list-style-type: none"> Originally stipulated time limit. Date of starting Stipulated date of completion Extended time limit <p>if any, Actual time taken to complete the work. Reasons for non-completion of work in stipulated time limit / extended time limit if so.</p> <ol style="list-style-type: none"> Actual Cost of Work Done | |
| 10 | Name of applicant's Engineer - in -charge of the work and his educational qualification | |
| 11 | Were there any Penalties/ Fines / Stop notice / Compensation / Liquidated Damage imposed? (Yes or No. If yes, give case wise details) | |
| 12 | Give the details of Annual Financial Performance and your experience in execution in mobilizing Lift Irrigation, Pipeline Project | |
| 13 | Details of Litigation / Arbitration cases, if any pertaining to work completed. | |
| 14 | Attach Client's certificate in Form-3A (Not below the rank of Executive Engineer or equivalent) | |

Note:

- (1) If the information is hidden or misleading by the bidder, he shall be disqualified for the Tender and debarred for three financial years.
- (2) The Bidder should furnish the information about financial capability (similar nature of work) in Form-8 (To satisfy Financial Criteria). Bidders are required to substantiate the information by submission of appropriate client certificates (Form-11).
- (3) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-9: Additional Information and Litigation History / Debarment / Blacklisting

| |
|--------------------|
| Name of Applicant: |
|--------------------|

1. PLEASE DESCRIBE:

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

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

- (1) If the information is hidden or misleading by the bidder, he shall be disqualified for the Tender and debarred for three financial years.
- (2) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-10: Information for tenders submitted but not awarded

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

| Sr. No | Name of Work | Estimated amount (In Crores Rs.) | Date of Submission of Offer | Name of Client | Likely date of award | Position with ref. to lowest bid. |
|--------|--------------|-------------------------------------|--------------------------------|----------------|----------------------|--------------------------------------|
| | | | | | | |
| | | | | | | |

Note:

- (1) Giving additional information as per (a) and (b) shall not automatically lead to prequalification.
- (2) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-11: Certificate for experience of work

Name of Office: -

Date: -

CERTIFICATE FOR EXPERIENCE OF WORK

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

| | | | |
|----------------|---|-------------------------------|---------------------------|
| 1 | Name of Contractor | | |
| 1 | -Office address. -Name of state -Telegraphic address -Telephone number with STD code -Fax number. -E-mail address. | | |
| 2 | Name of Work | | |
| 3 | Estimated cost of Work put to tender. | | |
| 4 | Revised Estimated Cost | | |
| 5 | Tender Amount | | |
| 6 | Date of Starting the Work | | |
| 7 | Date of completion of The work (As per Contract agreement) | | |
| 8 | Actual date of the Completion of work | | |
| 9 | Amount of completed Work done | | |
| Sr. No. | Main Component of Work | Qty. Executed | Amount Rs. In lacs |
| I | | | |
| II | | | |
| II | | | |
| 10 | State whether the details as above given by the contractor are Correct if not state as to what is the correct Information | | |
| 11 | State whether the Contractor has executed the work in progress Satisfactory as per Specification if not give the correct position of the work | | |
| 12 | Period rate & amount of compensation if levied | | |
| 13 | Period of extension granted if any | | |
| 14 | Reason for delay in granted if any | | |
| 15 | Any other remarks | Particulars of work completed | |

Signature of Accountant**Name of Accountant****Date:****Place:****Signature of Engineer-In-Charge****Name and Seal of Engineer-In-Charge****Date:****Place:**

Form-12: Joint Venture data (If applicable)

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

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

Note:

- (1) The above form shall be supported with Joint Venture Agreement as per Proforma mentioned in Form-22.

Date:

Signature of Applicant;

Form-13: Personnel / staff proposed for the project

| |
|---|
| Name of Applicant or partner of a joint venture |
|---|

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

| Sr. No. | Description | Qualification | Minimum Requirement | | Yes / No |
|---------|---|-------------------------------|---------------------|--|----------|
| | | | Number | Experience in Road works | |
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Project Manager | B.E. Civil | 1 | 10 Year Exp. (5 years on Road / Highway construction) | |
| 2 | Site Engineer Bridge Engineer 1 Highway Engineer1 | B.E. Civil | 2 | 10 Year Exp. (5 years on Road / Highway construction) | |
| 3 | Plant Engineer | B.E. Mech. / Diploma Mech. | 2 | 5 Years Exp. for B.E. /10 Yr exp. of D.M.E. | |
| 4 | Quantity Surveyor | B.E. Civil / Diploma Civil | 1 | 5 Years on Road / 10 Years on Highway Construction | |
| 5 | Material & Quality Control Engineer | B.E. Civil / Diploma Civil | 1 | 5 Years Exp. / 10 Years Exp. | |
| 6 | Survey Engineer | B.E. Civil / Diploma Civil | 1 | 2 Years Exp. / 5 Years Exp. | |
| 7 | Road safety Auditor | B.E Civil | 1 | 5 Years Exp. For B.E | |

Note:

- (1) Availability for this work of project Manager having in degree in Civil Engineering with at least ten years' experience including at least five years on Road / Bridge construction works and a material and quality control Engineer having degree in Civil Engineering with at least five years Road construction experience including about three years on materials testing and quality control for road construction works including bituminous works and slab drain works is compulsory
- (2) Attach Manning (Personnel) Schedule stating each personals roles and responsibility for work to be carried out for the project.
- (3) Attach Manning (Personnel) Schedule stating each personals roles and responsibility for work to be carried out for the project.

Date:

Signature of Applicant;

Form-14: Curriculum Vitae of Project Manager and all key Technical Staff

| |
|---|
| Name of Applicant or partner of a joint venture |
|---|

| | | | | |
|-----------------------|---|--|--|--|
| Proposed Position | : | | | |
| Candidate | : | <input type="checkbox"/> Prime <input type="checkbox"/> Alternated | | |
| Candidate information | : | 1 | Name of Candidate | |
| | | 2 | Date of Birth | |
| | | 3 | Professional qualifications | |
| | | 5 | Address of employer | |
| | | 6 | Telephone | |
| | | 7 | Contact (manager / personnel officer) | |
| | | 8 | Facsimile | |
| | | 9 | Telex | |
| | | 10 | Job title of candidate | |
| | | 11 | Years with present employer | |

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to this Project

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

Date:

Signature of Applicant;

Form-15: Proposed site organization and Management

| |
|---|
| Name of Applicant or partner of a joint venture |
|---|

- A Preliminary Site Organization Chart at HO level & at field level:
- B Narrative Description of Site Organization & Project Management Chart
- C Description of Relationship between Head Office and Site Management¹
- D Description of Approach & Methodology to carried out work of this project.

Note:

(1) Indicate clearly which responsibility and what authority will be delegated to site management.

Date:

Signature of Applicant;

Form-16: Details of experience for physical qualification criteria (Not applicable)

| Sr. No. | Name of work | Cost of work in Rs. Lakhs | Work completed/ in progress | Particulars of item | Unit | Qty. in tender | Executed Quantity |
|---------|--------------|---------------------------|-----------------------------|---|------|----------------|-------------------|
| | | | | Bow String Steel Girder | | | |
| | | | | Railway Under bridge (RuB) with RCC Box Pushing method in Railway portion | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note:

- (1) In case the bidder has executed the works mentioned above in Joint Venture, he shall mention their financial stake in the works executed. The client certificate along with copy of joint venture agreement mentioning the JV stake shall also be attached.
- (2) For each experience criteria Form-11 and Form-3-A shall be submitted by the contractor duly signed by the employer not below the rank of Executive Engineer or equivalent.
- (3) The Bidder should furnish the information about Physical capability (to satisfy Physical Criteria) in Form-16. Bidders are required to substantiate the information by submission of appropriate client certificates as mentioned at Sr. No. (b) Above.

Date:

Signature of Applicant;

Form-17: Approach & Methodology with conceptual design & supporting calculations of the system. (If Applicable)

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

Date:

Signature of Applicant;

Form-18: Form-H (Declaration)

***(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 300/- AND SUBMITTED BY THE TENDERER
ALONG WITH HIS TENDER IN A SEPARATE COVER)***

To

The Vice President (Project)

Gujarat Urban Development Company Limited

Karmayogi Bhavan, Block-1, B-1 Wing, Ground Floor,

Sector-10/A, Gandhinagar, Gujarat -382 010.

Dear Sir,

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

- (III) I/We hereby declare that I/We have carefully studied the conditions of contract and specifications and other documents of this work and agree to execute the same accordingly.
- (IV) I/We hereby declare that my/our near relatives are not working in this division or in its sub-divisions as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Circle Office as a Superintending Engineer as on today.
- (V) I/we hereby declare that I/we are not declared ineligibility for corrupt or fraudulent practices issued by the central/state govt. In accordance with Sub Clause No. 41 Corrupt or Fraudulent Practices or not in the list of black listed contractors announced by R&B / GWSSB / GUDC / GUDM / GWIL / Govt of Gujarat or its Public Sector Undertakings, Government of India, Other states Government or Public Sector Units.
- (VI) I/ We hereby submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders i.e. up-to -----. I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of Gujarat Urban Development Company Limited, Gandhinagar agreeing to open my/ our tender, consider and evaluate the same for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfil and comply with all the terms and conditions and provisions of the above mentioned tender documents.
- (VII) I/We also declare that the bid duly filled in online and digitally signed and the required Earnest Money Deposit, Tender Fee and other required documents (scanned copy submitted online) will be handed over in physical form to theby RPAD/Speed Post only.

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

Signature along with seal of the Company

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

Name:

Designation:

Name of Company (BLOCK LETTERS)

WITNESS:

Signature:

Date:

Name & Address:

Date:

Postal Address:

Telephone/Fax No.:

Form-19: Proforma for Bank Guarantee (EMD)

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

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

Signature and Seal of the
Guarantor Bank:

Address:

Date:

Form-20: Work wise details of work completed/in progress by the contractor

- 1 Name of Contractor :
- 2 Name of Work :
- 3 Estimated Cost of Work Put to Tender :
- 4 Tendered Amount :
- 5 Date of starting of the work :
- 6 Date of completion of the work :
(As per contract agreement)
- 7 Actual Date of Completion of Work :
- 8 Amount of work done up to :
- 9 Brief history of the work :

| Sr. No. | Particular | Unit | Quantity |
|---------|------------|------|----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

- 10 State whether details as above given by the contractor correct, if not as to what is the correct information.
- 11 State whether the contractor has executed the work in progress satisfactory as per specification/ has completed the work, satisfaction, if any give the correct position of the work.

Note:

- (1) In case of bidder participated as Joint Venture, the above form shall be filled by the JV members separately.

Date:

Signature of Applicant;

Form-21: Proforma for Performance bond / Performance guarantee Proforma for bid security*[See clause No. 1 of GCC]*

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

Principal (Contractor) _____

Surety (Nationalized Bank) _____

Sum of bond (express in words and figures) _____

Contract No. and date of contract _____

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

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

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

We _____ further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Failing which Employer is at liberty to forfeit the performance Security and recover the amount by way of invocation/encasement. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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

In the presence of witness

individual

Principal

(1) _____ as to _____ (Seal)

(2) _____ as to _____ (Seal)

(3) _____ as to _____ (Seal)

(4) _____ as to _____ (Seal)

By _____ affix Corporate Seal

Attested

Corporate Surety

Business address

Affix by _____ Corporate Seal

Title _____

For and on behalf of the Employer

Form-22: Performa for Joint Venture Agreement (If Applicable)*[To be notarized on stamp paper of appropriate value]*

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

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

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

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

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

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

(4) **Witnesses:**

Whereas Gujarat Urban Development Company Limited as GUDCL. Employer has invited tenders from intending bidders and the GUDC has permitted a group of firms (not exceeding three) forming a Joint Venture to eligible to be a bidder. And whereas _____ party of the first part and _____ party of the Second part/third part (if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____ and whereas Parties of the first and Second part / third part (if applicable) reached understanding to submit pre-qualified / tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows;

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;
- (b) That the operation of this Joint Venture firm concerns and is confined to the work of _____ of GUDC.
- (c) The name of the Joint Venture firm for convenience and continuity shall be _____
- (d) The Address of Joint Venture for communication shall be as under.

- (e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.
 - (1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.
 - (2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,
 - (3) All the (Maximum Two) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm-A% and Firm-B%.
 - (4) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

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

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

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

(7) Site management:

- (1) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____ (J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.
- (2) The _____ (Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

- (a) The employer awards the contract for the work to the other Bidder.
- (b) The employer cancels the work to award the contract.
- (c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.

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

(10) Financial matter:

- (a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.
- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.
- (c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.
- (d) Bank guarantee for the application / execution of the work shall be provided jointly from a bank acceptable to the employer.

(11) Negotiation:

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

(12) Legal jurisdiction:

All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Ahmedabad.

(13) Settlement of disputes:

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

(14) Insurance:

- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.
- (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

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

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

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

Witness;

- 1. Signed for and on behalf of **Firm-A**
- 2. Date Seal

Witness;

- 1. Signed for and on behalf of **Firm-B**
- 2. Date Seal

Form-23-A: “Assured Pipe Supply Declaration” MOU with Manufacturer of pipe (If Applicable)***[MOU with Manufacturer of DI/MS/RCC/PVC/UPVC/HDPE/DWC pipe]***

In the interest of timely completion of the Project, after discussions and getting assurance from the manufacturer, the following schedule is proposed in order to meet the milestones and desire target of the Projects.

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

Total number of days for supply of pipe shall be **120 days** from the date of work order. We hereby declare that the supply of pipes for the Project will be ensured by us (**within 120 days**) as per the above-mentioned schedule. We are aware, that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non-fulfilment of assured supply of pipes.

Authorised Signatory of the Contractor

Authorised Signatory of the Manufacturer

Date:

Form-23-B: Proforma for Certificate (If Applicable)

1. It is hereby certified that M/s have constructed and commissioned ETP/CETP in..... of the capacity..... MLD in the year and it has been functioning efficiently and satisfactorily since.....
2. This certificate is being issued after due verification of the facts.

Authorised Signatory of the Contractor;

Designation;

Date:

Form-24-A: Proforma for Memorandum of Understanding (MoU) with pipeline supplier (If Applicable)

[MOU to be made on Rs.300/- non judicial stamp paper and duly notarized to be submitted along with technical bid]

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

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

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

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

WHEREAS GUDCL (hereinafter referred to as Employer) has invited tender (hereinafter referred to as the "project") for the following work:

Name of Project: _____

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

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

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

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

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

For, (Name of Bidder)

Authorised Signatory

For, (Name of Pipe Manufacturer)

Authorised Signatory

Enclosure.: Form 23-A:- Assured Pipe Supply Declaration.

Form-24-B: Format for Memorandum of Understanding (MOU) for Technology tie-up agreement with qualified technology provider (If Required and Applicable)

[MOU to be made on Rs.300/- non judicial stamp paper and duly notarized to be submitted along with technical bid]

This **Technology Tie-up Agreement (herein referred as MOU)** is entered into on date by and between **M/s.** (Name of the Company/Bidder) (Hereinafter referred as '**Contractor**'), a company incorporated under the Companies Act 1956 with a Registered Office at

And

M/s. (Technology Provider) (Hereinafter referred as '**Technology Provider**'), a company incorporated under the Companies Act 1956 with a Registered Office at

WITNESSETH

WHEREAS the contractor is in the business of turnkey execution of Sewage/ Wastewater Treatment Plants.

WHEREAS the technology provider is in the business of Design, Engineering and Supply of Key Components for Sewage/ Wastewater Treatment Plants, which adheres with output norms as prescribed under this tender.

WHEREAS **Gujarat Urban Development Company Ltd., Gandhinagar** (Client) (Hereinafter referred as '**GUDC**') has invited sealed tenders on prescribed Proforma from reputed and experienced agencies on turnkey basis for (**Name of work**). This Tie-up Agreement is executed specifically for the above-mentioned work and cannot be used for any other Works/ Project.

And

The contractor is submitting its bid as lead partner and has decided to enter into an exclusive Tie-up Agreement with **the technology provider** to engage them exclusively as Technology Provider for the biological treatment section as a part of the above-mentioned Work for which tenders are invited by '**GUDC**'.

Now, therefore both the parties hereto agree as follows;

- i. **The contractor** is submitting its bid with **the technology provider**.
- ii. **The Technology Provider** will provide technology support to the contractor for **the Proposed Technology** to be used in the biological treatment section of the STP.
- iii. **The Technology provider** shall provide following Services and Equipment's to **the contractor**.
 - a Detail process calculation and basic engineering for the **Proposed Technology**.
 - b Supply of all mandatory Equipment's and Instruments as part of the **Proposed Technology** along with back-up guarantee for performance as per the tender requirement. Back-up guarantee for performance shall be applicable and valid only in case all design and documents for the complete STP is in accordance with **the technology provider's** design guidelines and all documents and drawings are reviewed, stamped and signed by **technology provider**.
 - c Shall provide supervision assistance during erection, commissioning, performance testing and trial runs of the STP **on Proposed Technology**.

- d. Shall provide supervision assistance during O & M period of the STP, if required for the **Proposed Technology**.
- iv. The **'Contractor'** has the authority to sign the agreement with **'GUDC'** and accept responsibility and obligation for the Works will rest with **'Contractor'** and shall be responsible to the client viz. **'GUDC'**. The technology provider, in turn, shall be responsible and liable to the contractor for their scope of work.
- v. **The technology provider** shall provide and commit such resources as are necessary to perform their scope of work for the successful completion of the Project **and** shall also attend all review meetings over the Project as and when called for by **'GUDC'** till the completion of the Project.
- vi. **The contractor shall** make all payments due, to **the technology provider** or to their accredited representative as per their Offer.
- vii. Each Party hereto in relation with the other is solely responsible and liable for their respective scope of work, to be mutually agreed between the Parties and incorporated in a detailed Agreement / Purchase Order to be entered into between the Parties before start of work for the above-mentioned Work. Such detailed Agreement / Purchase Order shall deal with technical and financial aspects of the Project.
- viii. Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, cost, damages or expenses sustained as a result of negligent or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with its share of Works as per the Contract. If any third party enforces any claim, which is attributable to the scope of work of a certain party, that Party shall settle such claims. The Parties agree to indemnify each other against all claims made by any third party in respect of any infringements of any rights protected by patents, designs or copyrights or trademarks employed in the Project by any Party.
- ix. In the course of working as associates, the contractor and technology provider will be sharing information with each other which may be proprietary / confidential information / knowledge acquired by each other. It is hereby agreed that both the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract.
- x. Disputes if any arising in connection with this agreement shall be settled mutually and amicably between the Parties herein through their respective senior executive without making reference to the arbitration.
- xi. This Tie-up Agreement shall be effective from the date as mentioned in the first page of the Tie-up Agreement and shall remain valid till the project completion and shall terminate on the happening of any of the following.
- a. The bid submitted by the contractor is rejected or is unsuccessful in the bid.
 - b. The Contract for the Works has been awarded to other Third Parties.
 - c. The client notifies the Parties that they will not proceed with the Project.
 - d. Any of the Parties to the Agreement is declared insolvent by a Court of Competent Jurisdiction.
- xii. This Tie-up Agreement shall be subject to the laws in India and shall be subject to the jurisdiction of the court at Gandhinagar Town.

xiii. The MOU shall form the part of contract agreement (which will be submitted after awarding of the contract).

For the sake of correspondence, following Addresses and the Persons concerned are to be contacted;

The contractor

Address:

Tel No.:

Fax No.:

Contact Person:

Designation:

Technology Provider

Address:

Tel No.:

Fax No.:

Contact Person:

Designation:

For, (Name of Bidder)

Authorised Signatory

Name:

Designation:

For, (Name of Pipe Manufacturer)

Authorised Signatory

Name:

Designation:

Enclosure.: Form 23 - B:- Proforma for Certificate (If Applicable)

Form-25: Model Tripartite Agreement (If Required)

(among(GUDC), (MUNICIPALITY(OWNER)) &(CONTRACTOR))

(To be executed on **Rs.300/-** non-judicial stamp paper and duly notarised by the notary public)**NAME OF WORK**..... (As Mentioned in Section I – Tender Notice / Invitation for Bid (IFB).)**NOTE:**

- a) This agreement is for "....." (Name of the Work)
- b) It is to be ensured by GUDC that:
Prior to this agreement, Contract between GUDC and CONTRACTOR has been signed
- c) The Responsibility Matrix may be modified depending upon specific works.

MODEL AGREEMENT

This Tripartite Agreement is entered on _____ day of _____ 20__ among "VP (Projects)...., (Address) of Gujarat Urban Development Company Ltd (GUDC)", a statutory body an establishment through act No of Government of Gujarat. (hereinafter called the "GUDC"), (which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the 'One Part'.

AND

..... (name of CONTRACTOR), means individual, proprietary firm, firm in partnership, Limited Company, Corporation or group of firms forming a joint venture company, is duly organized and validly existing under the laws of the jurisdiction of its incorporation having its Registered office at..... (hereafter referred to as "CONTRACTOR") FOR THE REFERRED PROJECT i.e., Party engaged by GUDC vide Letter of Intent No: (herein referred to as the "LOI"). and detailed Work order no. (herein referred to as the "Work Order") for "....." (Name of the Work) incidental thereto as specified in the Scope of Work of the said Contract dated---- (hereinafter referred to as "CONTRACTOR") (which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the 'Second Part'.

AND

..... (name of MUNICIPALITY(OWNER)) is a local self-government and carries out all the obligatory functions and discretionary functions entrusted by GUDM and having its office at....., being (hereinafter referred to as ".....(MUNICIPALITY(OWNER))" (which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the "third Part".

".....(GUDC)", ".....(CONTRACTOR)" and ".....(MUNICIPALITY(OWNER))" are individually referred as "Party" and collectively as "Parties".

WHEREAS as per the requirements of the project,(GUDC) requires these services for successful implementation of the project. GUDC is the implementing Agency for Project on behalf of Urban Development department (UDD) as per UDD directive by letter no. dated

WHEREAS(GUDC), in order to service its obligation under the above mentioned Tender to the full satisfaction of the MUNICIPALITY(OWNER), had proposed “.....(CONTRACTOR)” as a service provider vide their Work Order No. _____dated _____and contract dated_____, now agrees to associate with(MUNICIPALITY(OWNER)) for execution of the part of the order, to provide support services as detailed in Contract , and/or indicated in Article 6 of this agreement to be the responsibility of parties, related to required services for the Project.

WHEREAS the contract value for execution of"....." (Name of the Work) and Related Services as specified in the LOI No.....to (CONTRACTOR) placed by (GUDC), is passed through to..... (MUNICIPALITY(OWNER)) by (GUDC) with the bid proposal submitted to(GUDC) by (CONTRACTOR), and the Terms & Conditions of (GUDC) with(MUNICIPALITY(OWNER)), for carrying out "....." (Name of the Work) and Related Services.

The Work Order no.dated..... issued to.....CONTRACTOR by GUDC and Contract dated.....between GUDC AND CONTRACTOR shall form an integral part F of this Tripartite Agreement.

Parties hereby agree and accept that they shall be responsible and liable to each other for their respective obligations and the rights under the said Work Order, Contract and shall also be shall be responsible for the obligation as envisaged under Tender for CONTRACTOR, both in the fulfilment of the said Contract.

WHEREAS by virtue of this agreement, the parties,(CONTRACTOR) and(MUNICIPALITY(OWNER)) hereby agrees and accept to bound themselves to the terms & conditions that are mentioned in the contract dated ----- between the first two parties i.e. GUDC AND CONTRACTOR.....

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

WHEREAS (GUDC), the party of the first part, has entered into a Contract dated.....with the -----(CONTRACTOR), the second party, for "....." (Name of the Work) related services (hereinafter referred to as “Project”) vide its Tender ID No.

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

1. APPLICATION:

This Agreement details the general terms and conditions for the provision of the Services to be rendered for(MUNICIPALITY(OWNER)) by (CONTRACTOR) [as per Work Order No. issued by (GUDC)] and Contract dated----- between GUDC and Contractor. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

2. DEFINITIONS AND INTERPRETATIONS:

For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them:

“Agreement” means this Tripartite Agreement, and amendments if any thereto;

“Contract” means the instruction and information to bidder, general and special conditions of contract, specifications, drawings, schedules of quantities & tender prices, other parts of the Bid Document, the formal agreement dated entered between (GUDC) and (CONTRACTOR) and all addenda and attachments related to the above.

“Contract Value” means the agreed amount stated in the Contract for Designing, Supplying, Construction, Installation, Testing, & Commissioning including O&M of the works and to remedy of any defects, and includes adjustments (if any) in accordance with the Contract.

"CONTRACTOR" means the bidder with whom the contract has been made for executing the works.

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

"Gujarat Urban Development Company Ltd" GUDC or the person named as Employer in the Tripartite Agreement and the legal successor in title to this person.

"Gujarat Urban Development Mission" GUDM is a government body to support urban renewal and urban Infrastructure.

"MUNICIPALITY (OWNER)" or the person named as Owner in the Tripartite Agreement and the legal successor in title to this person.

“Operation and Maintenance Period” means the time period after the issue of Successful Commissioning Certificate and continuing for the term of the Agreement.

“Performance Guarantees security” means the List of Guarantees offered / provided by the Contractor in the form of Unequivocal bank guarantee issued by any shortlisted bank as per “Contract” and the same shall become refundable as per Clause No. 01 under General Conditions of “Contract”.

“Maintenance and Operation Period” : The period of Project O&M which shall be commenced from next working day from the date of completion of Project/date of issuance of completion of Project certificate which may be issued by the competent authority in connection with the ‘PROJECT’ concerning the “MUNICIPALITY” shall be considered as a maintenance and Operation period of Project O&M which shall commence from the “COMMENCEMENT DATE” and the same shall come to an end on expiry of office working hours of “CLOSURE DATE”.

“Commencement Date”: The commencement date for the purpose of tripartite agreement shall be the date of next working day from the date of completion of Project or from the date of issuance of completion certificate which may be issued by the competent authority for the Project.

“Closure Date”: The closure date shall be the date of completion/ expiration of Project O&M period from the “Date of Commencement”, so far as the closure date for Project O&M period is concerned. The closure date shall be considered a last day up to closure of office hours on completion of Project O&M maintenance and operation period with effect from “Commencement date”.

3. PROVISION OF SERVICE:

- i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Whereas(MUNICIPALITY(OWNER)) shall accept the Project ownership from(GUDC) and..... (CONTRACTOR) on behalf of(GUDC), within a timeframe, quality, security and reliability level agreed with GUDC) It is the responsibility of CONTRACTOR, for the work of "....." (Name of the Work) and submit the performance report to the(MUNICIPALITY(OWNER)) on monthly/as and when required basis;

- ii. The CONTRACTOR will monitor and report any problems on behalf of(GUDC) to(MUNICIPALITY(OWNER));
 - iii. The(CONTRACTOR) shall not use the establishments and services installed under this agreement for any other purpose s other than purpose as mentioned in the work order and the contract dated
 - iv. The CONTRACTOR has to execute entire Project as per Work Order, agreed schedule (mentioned in Letter of Intent) and as per Contract dated..... entered between GUDC and CONTRACTOR;
 - v. During the tenure of Project of Operation & Maintenance, the GUDC shall supervise and maintain the Project on the same terms and conditions as mentioned in Contract dated..... entered between GUDC and CONTRACTOR; and
 - vi. After completion of Project of Operation and maintenance period, the MUNICIPALITY (OWNER) shall take over entire Project from GUDC. Thereafter MUNICIPALITY (OWNER) shall supervise and maintain the Project on the same terms and conditions as mentioned in Contract dated..... entered between GUDC and CONTRACTOR.
1. After competition of Project period of operation and maintenance i.e. on expiry of the said period on "Closure date", the second party/ municipality hereby agrees and confirms that the concerned municipality shall take-over the entire project with effect from the next working day commencing from officer hours from the closure date, from **Gujarat Urban Development Company Ltd** and it shall be the sole responsibility of the concerned municipality i.e. second party to undertake the operation and maintenance work in relation to the project and after completion of the aforesaid period of Project O&M from the date of commencement of operation and maintenance period the entire work pertaining to operation and maintenance of the work shall be undertaken by the concerned municipality through the concerned contractor / agency and **Gujarat Urban Development Company Ltd** shall have no kind of responsibility for any kind of matter concerning the operation and maintenance work of the project. The **Gujarat Urban Development Company Ltd** shall have no responsibility in relation to operation and maintenance work being undertaken by the concerned municipality and the concerned contractor after the aforesaid closure date, which shall be the date of completion of Project O&M period from the commencement date. **Gujarat Urban Development Company Ltd** shall have no responsibility in relation to the matters concerning maintenance of the project employment of concerned persons through the agencies / the contractors. The **Gujarat Urban Development Company Ltd** shall have no responsibility in connection with the matters concerning appointment of the concerned employees through the municipalities or through the agencies, matters concerning payment of wages , remunerations to the concerned employees to be employed by the concerned contractors / agencies disputes which may arise between the concerned employees of the contractor / agencies and the contractor in connection with the terms and conditions of employments which would include appointments, terminations and transferring the employees under various parts of work of concerned projects. **Gujarat Urban Development Company Ltd** shall have no responsibility to get redressed the grievances of the concerned labourers / employees of the contractor and Nagarpalika who will be deployed / who would be continued for the project work after the expiry of the Project O & M period and **Gujarat Urban Development Company Ltd** shall have no responsibility in connection with any kind of matters concerning the operation and

maintenance of the project after the closure date i.e. on completion of First Project O & M period from the "commencement date" as mentioned in the present agreement.

2. All the general terms and conditions mentioned in Volume-I-A, section- 1: under heading of "Section I – Tender Notice / Invitation for Bid (IFB).", all the terms and conditions of volume-I-B under heading of "GENERAL CONDITIONS OF CONTRACTS" shall be considered as a part of the present tripartite agreement and all the terms and conditions of pertaining to the concerned project shall also be considered as a part of the present tripartite agreement.
3. After the closure date, if any dispute arises between the concerned Nagarpalika and the concerned agency / the contractor in connection with dissatisfactory execution of maintenance and operation work or non-execution of work or incomplete or defective nature of work, then the **Gujarat Urban Development Company Ltd** shall have no responsibility in connection with the same.
4. On expiry of Project O&M period (period of operation and maintenance period, as defined in the definition clause) i.e. from the next working day of "Closure date" i.e. after expiry of Project period of operation and maintenance. The operation and maintenance shall be deemed to have been undertaken by the concerned **Nagarpalika** and **Gujarat Urban Development Company Ltd** shall have no kind of responsibility in respect of any matter or issue concerning operation and maintenance work of the concerned project after the "Closure date" and , if any issue or problem arises in connection with the concerned project, after expiry of Project O&M period, even in absence of actual physical takeover of further maintenance and operation work of the particular project , it shall be the sole responsibility of the concerned Nagarpalika so far as problems relating to improper maintenance , improper carrying out of work considering the project of concerned **Nagarpalika** is concerned and **Gujarat Urban Development Company Ltd** shall have no responsibility for the same.
5. After the completion / expiration of Project operation and maintenance period, the concerned Nagarpalika and the concerned agency / contractor do hereby agree that the responsibility and liability of maintenance and operation and ancillary works in connection with the project shall be that of the municipality and that of the concerned agency / contractor with effect from beginning of office hours of next working day from the closure date and irrespective undertaking the necessary procedure for handing over the charge and concerned project to the concerned municipality authorities and / or to the concerned agency / contractor, the liability and responsibility of the concerned municipality and concerned contractor / agency shall be considered as deemed to have taken over the operation and maintenance work concerning the project and Gujarat Urban Development Company Ltd shall not be responsible for any matter or any issue which may arise in connection with the concerned project or the pipelines or equipment's' relation to the concerned project or problems concerning the completion or non-completion or continuation or non-continuation of operation and maintenance work of the project.
6. The municipality and the concerned agency / contractor do hereby agree that after expiry of Project period of operation and maintenance if any dispute arises between the concerned labourers or employees employed by the concerned municipality and/ or by the concerned agency or the contractor in connection with the project, the same shall be considered as a matter of dispute between the concerned municipality or the concerned

agency/ contractor and if any kind of dispute arises in this regard in relation to payment of remuneration, overtime wages, payment/ non-payment of allowances, bonus or any dispute arises in connection with the project after closure date, in connection with the issuing appointment orders , orders for allocation of work and duties , orders for relieving the concerned labourers/ employees, matters concerning the withholding of remuneration of the concerned workers/ employees responsibility to pay compensation to the concerned employees/ workers if any accident or untoward incident occurs during course of the operation and maintenance work after closure date and if liability to pay compensation to the concerned worker or to the legal representatives of the concerned employees arises under any of the legislations, then the **Gujarat Urban Development Company Ltd** shall have no responsibility for the same, and; if any such eventuality arises then, the same shall be the responsibility of the municipality and or the concerned agency/ contractor.

7. The concerned municipality and the concerned agency of the contractor do hereby agree and accept that the concerned labourers technicians , employees who will be appointed to carry out the maintenance and operation work in connection with the project, after completion of Project operation and maintenance period , all such labourers/ employees shall be considered as employees of the municipality and/ or the employees of the contractor (as the case may be) and the same shall be incorporated in the honours of appointment/ orders of engagement of concerned employees by the municipality and/ or by the concerned agency / contractor, i.e. after the closure date.

4. Time of Performance of Project:

The Time of Performance of Project is initially foryears from the date of LOI of Project, and if required, thereafter, shall be extended from time to time by written consent of the parties. The Service Commencement Date shall be set forth in accordance with the LOI dated.....placed by(GUDC) on(CONTRACTOR).

5. TERMINATION OF SERVICE:

The Termination of this Tripartite Agreement and Services shall be as per provisions of Termination Clause No.45 and 46 of Volume-I-B during construction, testing, commissioning and trial run period and Clause no 13 of Volume-V-C during Operation and Maintenance period as appearing in Contract dated..... between (CONTRACTOR) and(GUDC).

6. RESPONSIBILITIES OF THE PARTIES

The Responsibility Matrix for each party is given in the table below:

| Responsibility of (GUDC) | Responsibility of (CONTRACTOR) | Responsibility of (MUNICIPALITY(OWNER)) |
|---|--|--|
| To get statutory permission and clearance from concerned central/state or local statutory authorities; To monitor the project progress against time frame & quality and performance with, quality, security and reliability levels of required | To provide "....."(Name of the work) thereto as specified in the Scope of Work in the agreement between (CONTRACTOR) and GUDC in conformity with the Bidding Documents including Corrigendum's (if any); To manage and coordinate day-to-day coordination and follow-up | To provide land to contractor for construction as per Project requirement; Will be responsible to get clearance from GPCB for execution of work; To provide required help and assistance to GUDC in getting statutory permission and |

| | | |
|--|--|--|
| <p>services as per contract agreement with(CONTRACTOR) during construction phase, Testing and Commissioning phase and Operation and maintenance up to completion of Project of Operation and Maintenance period;</p> <p>To disburse the payment to the(CONTRACTOR) on the basis of performance reports and invoices submitted during construction, testing and commissioning phase (including 3 months' trial run) as per the terms of the Contract Agreement with GUDC.; and</p> <p>To disburse the payment to the(CONTRACTOR) on the basis of performance reports and invoices submitted from the date of successful commissioning up to completion of Project of Operation and Maintenance period as per the terms of the Contract with GUDC.</p> | <p>activities related to statutory clearance from concerned central/state or local statutory authorities;</p> <p>Not to use the establishments and services installed under this agreement for organizations other than (GUDC) and(MUNICIPALITY(OWNER));</p> <p>To raise direct invoices to (GUDC) against the works/services performed during construction, testing and commissioning phase, as per the terms of the Contract with GUDC;</p> <p>To raise direct invoices to (GUDC) against the works/services performed during O&M phase up to completion of Project of Operation and Maintenance period, as per the terms of the Contract with GUDC; and</p> | <p>clearance from concerned central/state or local statutory authorities;</p> <p>To facilitate CONTRACTOR) and GUDC for necessary government approvals, consents, licenses, authorizations, declarations and registrations as may be necessary and advisable for the performance of the Project in accordance with this Agreement;</p> <p>To ensure that the(CONTRACTOR) comply with all relevant and applicable provisions of the Contract;</p> <p>To ensure statutory compliance while performing the works / services under this agreement; and</p> |
|--|--|--|

7. INVOICE AND PAYMENT:

- i.(CONTRACTOR) shall raise direct invoices to(GUDC) against the Requisite Services so rendered during construction, testing and commissioning phase and during first Project of Operation & Maintenance phase, as per the terms and conditions as mentioned in the Work Order No..... dated and Contract dated..... signed with GUDC;
- ii. The other terms and conditions as mentioned in the (GUDC's) Work Order No.....dated..... with (CONTRACTOR) shall remain unchanged;
- iii. Payment Responsibility matrix for GUDC and MUNICIPALITY(OWNER) is as under;

| Payment Responsibility Break down | Payment to be made by GUDC | Payment to be made by Municipality |
|--|----------------------------|------------------------------------|
| During Construction, Testing and Commissioning phase | 100 % | 0 % |

| | | |
|---|-------|-------|
| During O&M Period is as under: | | |
| For Project Under programme Amrut 2.0 | 0 % | 100 % |
| For Project Under programme SJMMSVY | 100 % | 0 % |

- iv. During Construction, Testing and Commissioning phase GUDC shall make payment to contractor on monthly basis.
- v. It agreed and accepted by and among the Parties that Operation and maintenance period should be as mentioned in Section I – Tender Notice / Invitation for Bid (IFB).. During the tenure of Operation & Maintenance period up to completion of Project of Operation and maintenance period, GUDC shall make payment to the Contractor on monthly basis. During the tenure of Operation& Maintenance period, after completion of Project of Operation and maintenance period, GUDC shall handover Project to Municipality; and
- vi. The Contractor shall provide Performance Guarantee Security of Rs. ----- . The Performance Guarantee security for the Operation and Maintenance works i.e. 10% of the Operation and Period cost shall be valid for 30 days after the date of successful completion of the Operation and Maintenance period. On the last year of O & M Project and shall be released by ----- after receipt of No Objection Certificate (NOC) from Municipality (Owner).

8. DISPUTES WITH REGARDS TO INVOICING

Disputes with regard to incorrect Invoicing shall be governed by Contract dated----- signed between GUDC and CONTRACTOR and accepted by the -----Municipality under this agreement.

9. ENTIRE UNDERSTANDING

This Agreement along with work order dated-----, contract dated----- and tender document----- shall constitutes the entire understanding of the parties related to the subject matter thereof. The agreement may be amended only in writing and signed by Parties.....(MUNICIPALITY(OWNER)) (CONTRACTOR) and(GUDC).

10. MISCELLANEOUS

- a The terms of this agreement shall not be construed to constitute a partnership, joint venture or employer-employee relationship between the parties. This agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
- b In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.
- c Headings used in this Agreement are for the convenience and ease of reference only and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- d No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

- e Each Party shall obtain and arrange for the maintenance in full force and effect of all Government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

11. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with Indian Law.

12. ARBITRATION

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, in connection with and arising out of contract, either of parties shall raise their claim in accordance with provisions of Arbitration clause No. 30 of Volume-I-B during construction, testing, commissioning and trial run period and Clause no 15 of Volume –V-C during Operation and Maintenance period as appearing in contract dated.....signed between GUDC's and CONTRACTOR for the Project, to resolve such dispute in good faith.

13. LIMITATION OF LIABILITY

Limitation & liability shall be governed by (GUDC's) Work Order No.dated--- and contract dated..... with (CONTRACTOR).

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED AND DELIVERED BY
(on behalf of GUDC)

Signature
Name & Designation
Address
.....

in the presence of

Signature
Name & Designation
Address
.....

SIGNED AND DELIVERED BY
(on behalf of CONTRACTOR)

Signature
Name & Designation
Address
.....

in the presence of

Signature
Name & Designation
Address
.....

SIGNED AND DELIVERED BY
(on behalf of MUNICIPALITY(OWNER))

Signature

in the presence of

Signature

Name & Designation

Address

.....

Name & Designation

Address

.....

Form-26: Undertaking for Machinery

I hereby declare that the machineries shown in Form-3 shall be deployed immediately on award of contract. This machinery will solely be used for this work only. The above machineries are in my possession and/ or the owner of the machineries has given the consent to deploy these machineries for this work. I hereby give undertaking that during execution, if additional or other type of Machinery is required to be deployed on site (as per instruction of Engineer-in-charge), the same shall be deployed by hiring or other means to complete each work in time schedule.

The undertaking is being issued in the interest of the work and for timely completion of the project.

Authorized Signatory

Designation

Date:

Note:

(1) The above certificate shall be submitted additionally in line with Form-3.

Form-27: Undertaking for Man Power

I / We hereby give undertaking that considering the nature of work, we have sufficient experienced and skilled Key Technical personnel's and field staff required as per Form-2. The short fall in staff shall be fully arranged to complete each work in time schedule.

The undertaking is being issued in the interest of the work and for timely completion of the project.

Authorized Signatory

Designation

Date:

Note:

(1) The above certificate shall be submitted additionally in line with **Form-2 and Form-14**.

Form-28: Lab Testing Equipment

(The Applicant shall provide adequate information for testing equipment and surveying equipment.)

| Sr. No. | Name of Testing Equipment | Minimum Requirements | Equipment with Agency | |
|----------|---|----------------------|-----------------------|--------------------------|
| | | | Equipment in hand | Equipment to be procured |
| 1 | A - General Lab Equipment | | | |
| | a) Electronic balance 7 Kg. to 10 Kg. capacity semi self-indication type accuracy 1 gm. | 1 Nos. | | |
| | b) Pan balance 10 kg capacity accuracy 0.01 gm | 1 nos. | | |
| | c) Electronic balance 500 gm capacity accuracy 0.001 gm | 1 Nos. | | |
| | II) Ovens-electrically operated thermostatically controlled 600 mm x 600 mm range upto 220 C and sensitivity 1 C. | 1 No. | | |
| | III) Sieves as per I.S. 460-1962 | Full I.S. 3 Set. | | |
| | V) Stop watches, 1/5 sec. accuracy | 2 Nos. | | |
| | Vi) Glassware comprising of beaker, pipetters, butters, conical and spherical as per required flasks, dishes, measuring, cylinders (100 to 1000 cc capacity) glass rods and funnels, glass thermometers range 0 C to 100 C. | Full I.S. Set. | | |
| | Vii) Hot plates 200mm dia. (1500 watt) | 10 Nos. | | |
| | Viii) Enamel trays | | | |
| | a) 600mm x 450mm x 50mm | 6 Nos. | | |
| | b) 450mm x 300mm x 40mm | 6 Nos. | | |
| | c) 300mm x 250mm x 40mm | 6 Nos. | | |
| | d) Circular plates of 250mm dia. | 6 Nos. | | |
| | Xi) Small tools like scoop, hand shovel, trowel, shovel, trimming knife steel straight edge club hammers 91 kg and 1/2 kg) mallet, sieve brush ventire calliper. | each as 4 Nos. | | |
| | xii) Aboestos Gloves | 3 Pairs | | |
| | xiii) hydrometer | 3 No. | | |
| | xiv) Room temperature / atmosphere temperature thermometer. | 3 Nos. | | |
| | xv) Rain gauge | 1 No. | | |
| | xvi) Hydrometer | 1 No. | | |

| | | | | |
|----------|---|-------------|--|--|
| | xvii) First Aid Box | 1 No. | | |
| | Vi) Laboratory mixer including required accessories about 0.02 cum capacity electrical operated fitted with hitting jacket. | 1 No. | | |
| | Vii) Marshal stability apparatus electrically operated completed with all accessories as per ASTM11559-62 T. | 1 Set | | |
| | viii) Core cutting machine with 10 cm and 15 cm die diamond cutting edge. | 1 No. | | |
| | ix) Metallic & digital Thermometers range upto 300 C | 6 Nos. | | |
| | X) Apparatus for specific gravity of bitumen as per the relevant specification. | 1 Nos. | | |
| | Xi) Viscosity determination apparatus (Kinematics) as per the relevant IS specification. | 1 Set | | |
| | Xii) Swell test apparatus to asphalt institute MS-2 NO-2 specification. | 1 No. | | |
| | XIII) Densitometer Pavement quality Indicator (PQ) 301 | 1 No. | | |
| | IX) Asphalt Extraction | 1 No. | | |
| 2 | B - For Cement and Cement Concrete | | | |
| | I) Vicat needle apparatus as per IS-269-1967 | 1 No. | | |
| | II) Moulds | | | |
| | a) 150mm dia. x 300mm height cylinder with capping component | As required | | |
| | b) Cubes 150mm and 100mm size. | As required | | |
| | c) Cubes 70.7 mm for cement mortar | As required | | |
| | III) Concrete Permeability Apparatus as per the relevant IS specifications | 1 No. | | |
| | IV) High frequency mortar cube Vibrator for cement testing | 1 No. | | |
| | v) Concrete mixer power driven, 0.03 m3 capacity | 1 No. | | |
| | Vi) Variable frequency and amplitude vibrating table size 1 meter x 1 meter as per the relevant British standard. | 1 No. | | |
| | Vii) Flow table as per the relevant IS specifications. | 4 Nos. | | |
| | Viii) a) 2000 Kn (Least count 10 Kn) compression testing machine for concrete cube. | 1 No. | | |
| | b) 500 Kn (least count 2 Kn) compression testing | 1 No. | | |

| | | | | |
|----------|---|--------------------|--|--|
| | machine for cement mortar cube. | | | |
| | Ix) Equipment for slump test | 4 Nos. | | |
| | X) Equipment for determination of specific gravity for fine and coarse aggregate as per IS 2386 (part 3) 1963 | 1 No. | | |
| | XI) Flexural attachments to compression testing machine. | 2 No. | | |
| | XII) Needle Vibrator | 4 Nos. | | |
| | VIII) Soundness testing apparatus for cement | 1 Set. | | |
| | IX) Rebound hammer for non-destroyer test | 1 No. | | |
| 3 | C – For Control of Profile and surface Evenness | | | |
| | I) Total Station | 1 Set. | | |
| | II) Theodolite | 1 Set | | |
| | III) Precision automatic Level | 2 Sets | | |
| | IV) Precision Staff | 3 Sets. | | |
| | V) 3 Meter straight edge and measuring wedge | 3 Sets. | | |
| | VI) Camber templates 2 lane | | | |
| | a) Crown type cross – section | As per requirement | | |
| | b) Straight run cross – section | As per requirement | | |
| | VII) Steel taps of road | | | |
| | A) Steel tape | 2 Sets. | | |
| | B) 5 m long | 20 Sets. | | |
| | C) 10 m long | 2 Sets | | |
| | D) 20 m long | 2 Sets | | |
| | E) 30 m long | 2 Sets. | | |

Any other equipment which is not mentioned here but which is necessary for complying with the provision of the Contractor or as required by the Engineer.

In the absence of any equipment as per test requirements of section 900 of MORTH specification the same shall be provided by the contractor at any time as directed by the Engineer. No extra payment shall be made to the contractor.

Authorized Signatory

Designation

Date: