

SABARMATI RIVER FRONT DEVELOPMENT



Sabarmati River Front Development Corporation Limited

2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN GANDHI &
NEHRU BRIDGE, PUJYA PRAMUKH SWAMI MAHARAJ
MARG, RIVERFRONT WEST, AHMEDABAD.380009

BID DOCUMENT FOR

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

VOLUME- 01

- I) Instruction to Bidders
- II) General conditions of contract
- III) Contract Data

BID DOCUMENT

FOR

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

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SABARMATI RIVER FRONT DEVELOPMENT CORPORATION LIMITED

BID DOCUMENT

FOR

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

Issue to : Down load the document from websites
<https://www.tender.nprocure.com>

Information also available on (For information only) : www.sabarmatiriverfront.com

Bidder Name :

Bidder Address :

Date of Issue : 20-12-2024

Form of Receipt of Bid Fee : Refer Contract Data

SABARMATI RIVER FRONT DEVELOPMENT CORPORATION LIMITED
2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN GANDHI & NEHRU BRIDGE, PUJYA PRAMUKH SWAMI MAHARAJ MARG,
RIVERFRONT WEST, AHMEDABAD.380009

Web Site: www.sabarmatiriverfront.com Email: office@sdfdcl.com

Sabarmati River Front Development Corporation Limited

Agreement No. _____

National Competitive Bidding

Name of Work : Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

Bidding Document Available From : (Down load the document from websites <https://www.tender.nprocure.com> OR www.sabarmatiriverfront.com)

Date & Place of Pre bid Meeting : Not applicable

Last Date and Time for Online Submission of Bids : 17-01-2025

Physical submission of Tender Fee, EMD and other tender documents : 17-01-2025

Address : **SRFDCL**
2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN
GANDHI & NEHRU BRIDGE, PUJYA PRAMUKH
SWAMI MAHARAJ MARG, RIVERFRONT WEST,
AHMEDABAD.380009

Time & Date of Opening Technical Bids:

Place of Opening of Technical Bids : Sabarmati River front Development Corporation Ltd,
2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN
GANDHI & NEHRU BRIDGE, PUJYA PRAMUKH
SWAMI MAHARAJ MARG, RIVERFRONT WEST,
AHMEDABAD.380009

Time & Date of Opening Financial Bids : Will be declared at the time of opening of Technical Bid.

Officer Inviting Bids : Office of the Sabarmati River Front Development Corporation Limited, Ahmedabad

Websites for e tendering : <https://www.tender.nprocure.com>

Details to be furnished along with application

Interested Bidder can view these tender documents online but Bidder who are interested in bidding in these tenders can download tender documents as mentioned above and Bidder who wish to submit their offer shall pay tender fee in form of Account Payee Non refundable Demand Draft payable at Ahmedabad drawn on any Nationalised Bank / Schedule Bank.

Tender Documents are only available in Electronic Form. Bidder shall upload the tender documents after submitting the DD details for tender fees and EMD details F.D.R details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender.

The Bidder should submit all the forms electronically only.

Bidder who wish to participate in this tender will have to register on www.tender.nprocure.com Further Bidder who had registered before 31/12/22 are required to register again on www.tender.nprocure.com Further Bidder 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. Bidder can procure the same from the below mentioned address and they will assist them in procuring the same. Bidder who already have a valid Digital Certificate need not procure a new Digital Certificate.

CEO,
Manager (Marketing),
(n) code solution –A division of GNFC Ltd.
403, GNFC Info tower, S.G. Road, Bodakdev,
Ahmedabad : 380054 (Gujarat)
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax : +9179- 40007533/26857321

Contacting Officer:

In case Bidder need any clarification or if training required for participating in online tender, they can contact the following office:-

CEO,
Manager (Marketing),
(n) code solution –A division of GNFC Ltd.
403, GNFC Info tower, S.G. Road, Bodakdev,
Ahmedabad : 380054 (Gujarat)
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax : +9179- 40007533/26857321

DOWNLOAD OF TENDER DOCUMENT:-

The tender document for these work are available only in Electronic format which Bidder can download after paying the necessary tender fees as explained above.

SUBMISSION OF TENDER:-

Tenderer shall submit their offer in Electronic format on above mentioned website up to **16.00 Hrs.** on **17-01-2025** after digitally signing the same. Offer which is not Digitally Signed will not be accepted. No offer in physical form will be accepted and any such offer if received SRFDCL will be out rightly rejected. Bidder will have to submit separate account payee DD drawn in favour of SRFDCL, Ahmedabad for tender document fee and EMD in form of DD and FDR drawn in favour of SRFDCL, Ahmedabad in physical form in the office of SRFDCL, Ahmedabad as mentioned above before last date of submission as mentioned in the tender notice.

OPENING OF Technical Bid Only

The Technical Bid will be opened on at **17.45 Hrs.** on **17-01-2025** website <https://www.tender.nprocure.com> as mentioned above. Intending Bidder or their representative who wish to participate in online tender opening can log on to <https://www.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". Tenderer who wish to remain present at office of the CGM (Tech), 2ND FLOOR, RIVERFRONT HOUSE, BEHIND H.K. ARTS COLLEGE, BETWEEN GANDHI & NEHRU BRIDGE, PUJYA PRAMUKH SWAMI MAHARAJ MARG, RIVERFRONT WEST, AHMEDABAD.380009 at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.

GENERAL INSTRUCTIONS:

- a) The cost of tender document will not be refunded under any circumstances.
- b) EMD in the form specified in tender document only shall be accepted and shall have to be valid for 45 days beyond the validity of the bid.
- c) The offer shall be valid for 120 days from the last date of receipt of tenders.
- d) Tenders without Tender document fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
- e) Conditional tender shall not be accepted.
- f) The notice shall form a part of contract document.
- g) The tenderers are advised to read carefully the "Instruction" and "Eligibility Criteria" contained in the tender documents.
- h) The internet site address for E -Tender is <https://www.tender.nprocure.com>
- k) The details of the above notice will be available on <https://www.tender.nprocure.com>
- l) Free vendor training camp will be organised every Saturday between 4.00 to 5.00 P.M. at (n) code solution –A Division of GNFC Ltd. Bidder are requested to take benefit of the same

**INVITATION FOR BID
(IFB)**

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

Sabarmati River Front Development Corporation Limited

2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN GANDHI & NEHRU BRIDGE, PUJYA PRAMUKH
SWAMI MAHARAJ MARG, RIVERFRONT WEST, AHMEDABAD.380009

DISCLAIMER

The information contained in this bid document or subsequently provided to the Bidder whether verbally or in documentary form by or on behalf of the Sabarmati River Front Development Corporation Limited (hereinafter called as SRFDCL) or any of their employees/ advisers/ consulting engineers is provided to the Bidder on the terms and conditions set out in this bid document and any other terms and conditions subject to which such information is provided.

This bid document and subsequent submissions of the Bidder are not an agreement. These will subsequently form a part of agreement between the successful Bidder and the Sabarmati River Front Development Corporation Limited after modifications/ additions/ alterations as mutually agreed to.

This document does not purport to contain all the information the Bidder may find necessary for the completion of works in a professional manner in accordance with good engineering practice. The Bidder is required to check the accuracy, reliability and completeness of the information in this bidding document regarding the site, the riverbed, the accessibility, the working conditions, the climatic conditions, the water level in the river, the availability of working and storage spaces etc. SRFDCL, its employees/ advisers/ consulting engineers do not incur any liability under any law, rules or regulation as to the accuracy, reliability and completeness of the information in this bidding document.

Sabarmati River Front Development Corporation Limited
2nd floor, riverfront house,
behind h.k. arts college, between Gandhi & Nehru bridge, Pujya Pramukh Swami Maharaj
Marg, riverfront west, ahmedabad.380009

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

SRFDCL, invites bids for the construction of works detailed in the table below from all Bidder who are already registered with Corporation, Govt. of Gujarat or other state Government / Government of India or State / Central Government undertakings. **Bidder is advised to note the minimum qualification criteria specified in the clause 4 of the Instruction to Bidder to qualify for the award of the contract.** The Bidder may submit bids for the following works.

Sr. No.	Name of Work	Estimated Value Of Work (Rs.)	Bid Security (Rs.)	Cost of Document (Rs.)	Construction Period
1	2	3	4	5	6
1	Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.	99,22,886=85 (Without GST) Applicable GST will be paid separately	99,230=00	Rs. 3600/-	4 Months

1. Bids must be accompanied by security of the amount specified for the work in the table, payable at Ahmedabad and drawn in favour of The Executive Director, Sabarmati River Front Development Corporation Ltd. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
2. Only Technical Bids must be delivered to office of Sabarmati River Front Development Corporation Limited at above mentioned address from 16.00 Hrs. on **17-01-2025** to 17.30 Hrs. on **17-01-2025** and the technical bid will be opened on the same day at 17.45 Hrs. hours, in the presence of the Bidder of who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
3. Clarification, if any are required, regarding the bidding document can be obtained from the Consultant on any working day.
4. Other details can be seen in the bidding documents.
5. **The fees for the tender document shall be submitted in separate envelope at the time of physical submission of tender.**

**SECTION I
INSTRUCTIONS TO BIDDER
(ITB)**

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A. General

1.0 Scope of Bid

- 1.1 Sabarmati River Front Development Corporation Limited invites sealed bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in the Invitation for Bid (hereinafter called as IFB.) from successful pre qualified Bidder. The Bidder may submit bids for the works detailed in the table given in IFB.
- 1.2 The successful Bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms; bid’ and ‘tender’ and their derivatives (Bidder/ tenderer, bidding/tendering etc.) are synonymous.
- 1.4 Blank bidding documents consisting of all the data mentioned in para B. BIDDING DOCUMENTS are to be downloaded from the following websites. The price of the bid document shall be paid along with the bid in the form of a Demand draft on any Nationalised Bank/ICICI Bank/IDBI Bank/AXIS Bank/HDFC Bank (**Ahmedabad Branch Only**) payable in favour of SRFDCL at Ahmedabad.

Scope of works, project description and architectural finishes mentioned in the bid documents are indicative and are likely to change during detail design.

Websites: <https://www.tender.nprocure.com> OR www.sabarmatiriverfront.com

Sl. No.	Item	Description
1.4.1	Bidding Document Online Available From a. Date	To be downloaded from websites: https://amc.nprocure.com www.sabarmatiriverfront.com 20-12-2024
1.4.2	Last date of online submission of Tender a. Date b. Time	17-01-2025 16.00 Hrs.
1.4.3	Place for inspection of hard copy of the blank bid document	Sabarmati River Front Development Corporation Limited 2 nd floor, riverfront house, Behind H.K. arts college, between Gandhi & Nehru bridge, Pujya Pramukh Swami Maharaj Marg, riverfront west, ahmedabad.380009 Telephone : 079 26580430 Fax : 079 26596003
1.4.4	Cost of Document	INR 3600/- (Thirty Six Four Hundred only)
1.4.5	Mode of payment	DD drawn in favour of Executive Director, SRFDCL payable at any scheduled Bank in Ahmedabad.
1.4.6	Bid Security	INR 99230/- In the Form of Bank Guarantee/Demand Draft any bank as per circular No. 10 of Finance department of AMC (Ahmedabad Branch Only)

1.4.7	Pre Bid Meeting a. Date b. Time c. Location	31-12-2024 15.00 Hrs. At the office of SRFDCL
1.4.8	Performance Security	Bank guarantee/FDR from a any bank as per circular No. 10 of Finance department of AMC (Ahmedabad Branch Only). Amount equal to 3% amount of contract sum
1.4.9	Physical submission of Tender Fee, EMD and other tender documents (to be submitted on SRFDCL address)	17-01-2025 16.00 Hrs. to 17-01-2025 17.30 Hrs.

2.0 Source of Funds

The expenditure on this project will be met with from the budget of SRFDCL.

3.0 Eligible Bidder

- 3.1 This *Invitation for Bid* is open to all Bidder who have experience as per qualification criteria (B.- 6)
- 3.2 All Bidder shall provide in (Section 2, Forms of Bid and Annexure – I Qualification Information) a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Corporation to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 3.4 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued accordance with sub-clause 37.1.

4.0 Qualification of the Bidder

- 4.1 All Bidder shall provide in Section 2, Forms of Bid and Annexure – I Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary in prescribe format only.
- 4.2 Deleted
- 4.3 As the Employer has not undertaken pre-qualification of potential Bidder, all Bidder shall include the following information and documents with their bids in Section 2.
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of construction work / maintenance work performed for each of the last five years.
 - (c) Experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) Major items of construction equipment proposed to carry out the Contract;
 - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Seven years;
- (g) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) Proposals for subcontracting components of the Works amounting to more than 20 per cent of the Bid Price (for each, qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (k) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specification within the stipulated period of completion as per milestones.

4.4 Joint ventures are allowed between the agencies carrying out such works along with the class 'C' contractor. MOU specifying responsibilities of the both the firms is to be attached along with the technical bid. The agencies carrying out such works should have experience as per qualification criteria (B.- 6)

4.5 **A.** The Qualification criteria are as per annexure – I (Pre Qualification Requirements); Only Bidder meeting / fulfilling the mandatory / eligibility criteria will be considered for further process.

To qualify, the Bidder must have to fulfil all the criteria specified in annexure – I (Pre Qualification Requirements)

Sr. No.	Type of Equipment	No of Units	Capacity	Owned / Leased	Health Certificate attached Yes / No.	Availability to deploy for this work.
1	Safety equipment for labourers	2	Set as required on at site & Store Room			
2	Transportation Vehicle / Tempo	1				
3	Dewatering / Jet pump	2	5 HP			

The Bidder should, however, undertake their own studies and furnish with their Bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals.

Liquid assets and/or availability or credit facilities of no less than **Rs. 10.00 lakh.**

(Credit lines/letter of credit/certificates from banks for meeting the funds requirement etc.)

C. To qualify for contracts made up of this and other contracts for which bids are invited in the IFB, the Bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above.

4.7 Bidder who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = ((A*N*1.5) - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last Seven years (updated to 2023-2024* price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at November 2024* price level, of existing commitments and on-going works to be completed during the next one year (period of completion of the works for which bids are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive or equivalent.

4.8 Even though the Bidder meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in previous bidding for the same work and have quoted unreasonably high Bid prices and could not furnish rational justification to the employer.
- Colluded with other prospective Bidder for this work to arrive at quoted prices for the purpose of restricting competition.

- Indulged in inducement of any official of SRFDCL and/or their consulting engineer and other advisors in any manner whatsoever.
- Not submitted a Safety Manual
- Not submitted a proposed site organisation chart

5.0 One Bid for Bidder

The Bidder may bid for one bid only.

6.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7.0 Site Visit:

The Bidder, at the Bidder's own responsibility and risk is deemed to have inspected and examined the site and its surroundings after visit to site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. Particular attention of Bidder is invited to:

- The form and nature of work and subsurface conditions
- The hydrological and climatic conditions
- The extent and nature of work and materials necessary for the execution and completion of the Works
- The means of access to the site and the accommodation he may require and
- All other information as to risks, contingencies and circumstances which may influence or affect his bid.

B. Bidding Documents

8.0 Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	1
I	Instructions to Bidder	
II	General Conditions of Contract	
III	Contract Data	
IV	Technical Specifications	2
V	Form of Bid (As per Annexure – B, Section – I)	3
VI	Bill of Quantities	
VII	Drawings	4
VIII	Documents to be furnished by Bidder	5

8.2 Bidder can download the bidding documents from the web sites mentioned above. Documents to be furnished by the Bidder as specified in this section in compliance to Clause 12.0 will be prepared by him and furnished as Volume-2.

8.3 The Bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the Bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9.0 Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mails) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 4 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its sources.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in this document face sheet.

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

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer 03 days before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions that are raised during the meeting (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

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

10.0 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. **Bidder is requested to check and download bid 48 hours before time of submission and submit accordingly.**

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective Bidder shall acknowledge receipt of each addendum in writing or by cable to the Employer. The employer will assume no responsibility for postal delays.

10.3 To give prospective Bidder reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his desecration, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

C. Preparation of Bids

11.0 Language of the Bid

All documents relating to the bid shall be in the English language.

12.0 Documents comprising the Bid

12.1 The bid to be submitted by the Bidder as Volume 5 of the bid document (refer clause 8.1) and shall be in two separate parts.

Part I Shall be named "Technical Bid" and shall comprise

- (i) Bid Security in the form specified in Clause 16.0
- (ii) Technical Information of the Bidder in prescribe format as per Annexure - I (pursuant to Clause 4.0)
- (iii) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- (iv) Acceptance / non-acceptance of Dispute Review Expert in Clause 33.1
- (v) Affidavit as per format provided in Annexure – I
- (vi) Minutes of Pre bid meeting, Corrigendum/ Addendum (If any).

Part II Shall be named "Financial Bid" and shall comprise

- (i) Priced Bill of Quantities for items specified in Section VI
- (ii) Undertaking in form given in Annexure - III

Only Part I will be submitted physically with separate cover sealed and marked in accordance with the sealing and marking instruction

The Part II will be submitted electronically only.

12.2 The Bidder shall prepare two copies of the bid, marking them 'Original' and 'Copy' respectively.

12.3 **Following documents, which are not to be submitted physically with the bid, will be deemed to be part of the bid.**

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	Volume 1
I	Instructions to Bidder	
II	General Conditions of Contract	
III	Contract Data	
IV	Technical Specifications	Volume 2
V	Form of Bid (As per Annexure – B, Section – I)	Volume 3
VI	Bill of Quantities	

The successful Bidder will be required to sign each page of these documents and return them to the Employer. These signed documents along with the documents of accepted bid, shall form a part of the contract agreement between the Employer and the Bidder.

13.0 Bid Prices

- 13.1 The contract shall be for the whole works as described in various documents as listed in Sub-Clause 8.1 including the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in percentage above or below the estimated cost put to the tender. The quoted percentage will be equally weighed to all the individual items mentioned in the BOQ (section –VI) of the tender. The percentage above or below shall be quoted both in figures and words. Corrections if any, shall be made by crossing out, initialling, dating and rewriting.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder, except otherwise stated in the Bid document.
- 13.4 The Percentage quoted above or below the amount put to tender by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except where expressly specified, otherwise, in the contract.

14.0 Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15.0 Bid Validity

- 15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 19.0. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16.0 Bid Security

- 16.1 The Bidder shall furnish, as part of his Bid, a Bid Security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of SRFDCL and may be in one of the following forms:
- a) Deposit-at-call Receipt from any nationalised Indian Bank of Ahmedabad Branch only.
 - b) Bank Guarantee from any any bank as per circular No. 10 of Finance department of AMC Of Ahmedabad Branch only, in the format approved by the Employer/Engineer of Ahmedabad Branch only.
 - c) Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by

any bank as per circular No. 10 of Finance department of AMC only of Ahmedabad Branch only.

- 16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1 and 15.2 above shall be rejected by the Employer as non-responsive.
- 16.4 The Bid security of unsuccessful Bidder will be returned within 30 days of the award of the contract. The Bid security of successful Bidder shall be converted as part of performance guarantee.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.5.1 The Bid Security shall be forfeited
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) Furnish the required Performance Security.

17.0 Format and Signing of Bid

- 17.1 The Bidder shall prepare one original and two copies of the documents comprising the bid as described in Clause 12 of these Instructions to Bidder, bound with the volume containing the 'Technical Bid; and 'Financial Bid' in separate parts and clearly marked "ORIGINAL" and "COPIES" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.2 The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 17.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 17.4 Sufficiency of bid: The Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the bid and of the rates and prices stated in the bill of quantities, all of which shall, cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of Works and the remedying of the defects therein.

D. Submission of Bids

18.0 Sealing and Marking of Bids

The bid shall be submitted online through E-tendering. The bid should be submitted in two bid systems on or before due date and time.

Online: the price bid shall be filled online in the prescribe format provided on website.

18.1 The Bidder shall seal the original and copies of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked "**ORIGINAL**" and "**COPY**" shall contain within it two separate sealed envelopes marked "**Technical Bid**" only with additional markings as follows.

- Original and Copies, as the case may be
- Technical Bid: to be opened on **17-01-2025** at **17:45** hours, in the presence of Evaluation Committee comprising of representatives of Employer and Engineer.
- The contents of Technical Bid will be as specified in Clause 12.1.

18.2 The inner and outer and separate envelopes containing **Technical Bid only** shall be addressed to the Employer at address given on face sheet of the bid document.

18.3 In addition to the identification required in Sub-Clause 18.1 & 18.2, each of the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 20, or the Evaluation Committee declares the bid as non responsive pursuant to Clause 22 and Bidder is not qualified technically.

18.4 If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18.5 **All information has to be submitted in prescribe format only. Any incomplete information provided will not be considered for evaluation.**

19.0 Deadline for Submission of the Bids

19.1 Complete Bids (**Technical Bid Only**) must be received by the Employer at the address specified above not later than the date indicated on the face sheet of the document. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will then be subject to the new deadline.

20.0 Late Bids

20.1 Any Bid received by the Employer after the deadline prescribed in Clause 19 will be rejected and returned unopened to the Bidder.

21.0 Modification and Withdrawal of Bids

21.1 Bidder may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19 or pursuant to clause 21.

21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

21.3 No bid may be modified after the deadline for submission of Bids, except in pursuant to clause 21.

21.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.

E. Bid Opening and Evaluation

22.0 Bid Opening

- 22.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 21, in the presence of the Bidder or their representative who choose to attend at time, date and the place specified in Paragraph 3 of face sheet in the manner specified in Clause 19 and 22.3 in the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.
- 22.3 The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 2), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the Bidder terming it as non-responsive.
- 22.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to information furnished in Part I of the bid pursuant to Clause 12.1.
- i. After receipt of confirmation of the bid security, the Bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
 - ii. The Bidder will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)
 - iii. Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation committee will finalise the list of responsive Bidder whose financial bids are eligible for consideration.
- 22.5 If, as a consequence of the modifications carried out by the Bidder in response to sub-clause 22.4, the Bidder desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 18.2) before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 22.4). The envelope shall have clear marking “MODIFICATION TO FINANCIAL BID- Not to be opened except with the approval of the Evaluation Committee”
- 22.6 At the time of opening of “Financial Bid”, the names of the Bidder were found responsive in accordance with Clause 22.4 (iv) will be announced. The bids of only these Bidder will be

opened. The remaining bids will be returned to the Bidder unopened. The responsive Bidder' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and Withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.7 DELETED

22.8 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.6.

23.0 Process to be Confidential

23.1 Information relating to the examination, clarification, evaluation, qualification and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24.0 Clarification of Financial Bids

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.

24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder' bid.

25.0 Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of 'Technical Bids', the Employer will determine whether each bid (a) meets the eligibility/qualification criteria defined in Clauses 3 and 4; (b) has been properly signed **and in prescribe format**; (c) is accompanied by required securities and; (d) is substantially responsive to the requirements of the 'Bidding Documents'. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

25.2 A substantially responsive "Financial Bid" is one of which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way

the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidder presenting substantially responsive Bids.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26.0 Correction of Errors

26.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'

27.0 Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.

27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

a) Making any correction for errors pursuant to Clause 26; or

b) Making an appropriate adjustments for any other acceptable variations, deviations; and

c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 21.0.

27.3 The Employer reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer. However the same shall not be taken into account in Bid evaluation.

27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to

demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 27.5 A bid which contains unrealistically priced low and which cannot be substantiated satisfactorily by the Bidder may be rejected as 'non-responsive'.

F. Award of Contract

28.0 Award Criteria

28.1 Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined

- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) To be within the available bid capacity (In case of multiple similar works) adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any Bidder whose available bid capacity (In case of multiple similar works) is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest Bidder at his evaluated bid price.

The same process will be continued in case the second lowest Bidder fails to meet with the bid capacity criteria described above.

29.0 Employer's Right to Accept any Bid and to Reject any or all Bids

29.1 Not with standing Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for the Employer's action.

30.0 Notification of Award and Signing of Agreement

30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by writing, facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" as per format given in Annexure – IV) will state the sum that 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 Contract called the "Contract Price").

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 31.

30.3 The agreement will incorporate all agreements between the employer and the successful Bidde. It will be signed by the employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt the successful Bidder will sign the Agreement as per format given in Annexure – V) and deliver it to the Employer. Employer will then issue notice to proceed as per Annexure – VI.

30.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that their Bids have been unsuccessful.

31.0 Performance Security

31.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in of the forms given below for an amount equivalent to 5% of the Contract price (plus additional security for unbalanced Bids in accordance with Clause 27.4 of Information To Bidder as decided by the Employer if necessary).

- A bank guarantee in the form acceptable to the Employer; (From any nationalized bank of Ahmedabad Branch only)

- Certified Cheque / Bank Draft of Ahmedabad Branch only as indicated in Appendix.

31.2 The performance security provided by the successful Bidder, in the form of a Bank Guarantee, should be issued by a nationalized bank only.

31.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31.4 The Performance Security shall remain in force until the issuance of the Defects Liability Certificate and the security shall be returned to the Contractor within 14 days of the issuance of the Defects Liability Certificate.

31.5 Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of default in respect of which the claim is to be made.

31.6 Wherever there is increase in the tender amount and if contractor has carried the work beyond tender amount or agreed for the work beyond tender amount, the contractor shall furnish within 15 days of receipt of the Letter for revised tender amount to the Employer an additional Performance Security for an amount equivalent to 5% of the Revised Contract price minus 5 % of the original contract Price.

31.7 The contractor shall renew the Bank Guarantee from time to time whenever the validity period expired.

31.8 If the contractor fails to renew the Bank Guarantee, a 4% interest rate per annum will be charged on amount of Bank Guarantee as a penalty for the period between expiry of old Bank guarantee and submission of new bank guarantee.

32.0 Advance Payment and Security

32.1 The employer will provide an advance payment on the contract price as stipulated in the condition of the contract subject to maximum amount as stated in the contract data.

33.0 Dispute Review Expert /Arbitration

33.1 The Employer proposes to appoint Dispute Review Expert under the Contract, at daily fee to be finalised jointly with the Bidder plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Bidder

has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Executive Director, SRFDCL.

34.0 Corrupt or Fraudulent Practices

34.1 The Employer 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 and will declare the firm ineligible, either indefinitely or for a stated period of time.

34.2 Furthermore, Bidder shall be aware of the provision stated in Sub-Clause 23.1

Annexure - I

PRE QUALIFICATION REQUIREMENTS:

CONTENTS:

- A. Notice Inviting Bid**
- B. 1. Description of Proposed Work**
 - 2. Definitions**
 - 3. Important Information for Bidder**
 - 4. Submission**
 - 5. Selection Process**
 - 6. Qualification Criteria**
- C. Important information to be provided by Bidder:**
 - 1. Declaration / Undertaking**
 - 2. Information about Bid Capacity**
 - 3. Information about Litigation history**
- D. Checklist**

A. Notice Inviting Bid:

SABARMATI RIVER FRONT DEVELOPMENT CORPORATION LTD (SRFDCL)

Office: 2nd Floor, Riverfront House, Behind H.K. Arts college, between Gandhi & Nehru Bridge, Pujya Pramukh Swami Maharaj Marg, Riverfront West, Ahmedabad.380009

Tel/ Fax: 079-26580430,/079-26596003 websites: www.tender.nprocure.com or www.sabarmatiriverfront.com

Notice inviting e-TENDER

SRFDCL invites e- tender for the work of; “**Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.**”

Bid document is available on web sites: <https://www.tender.nprocure.com> and Tender information is available www.sabarmatiriverfront.com

The last date for online bid submission is **17-01-2025, Up to 16.00 Hrs.** Pre-bid meeting will be held at the above mentioned address on **31-12-2024, at 15.00 Hrs.**

B - 1. Description of Proposed Work:

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

General Information:

The work is of construction of Roof covering structure at different upper and lower level promenades for Sabarmati River Front Development Project.

B - 2. Definitions:

1. The Executive Director, Sabarmati River Front Development Corporation Ltd. to be herein after referred as "Client".
2. **Project cost:** Project cost means cost of construction work.
3. The word **Similar Projects** means
 - Execution of Bamboo structure work

B - 3. Important Information for Bidder:

1. If the Bid Document is taken in company's name, a 'power of attorney', in favour of the person who is authorized to sign the Bid document on behalf of the company, must accompany the Bid Document.
2. If name of the firm or constitution of the firm has changed or the firm has split in to two or more firms within the previous 10 years, then one of the director/partner should be common in all companies and should be a qualified civil engineer. During the firm's last ten years he should be consistently engaged in construction activities. An affidavit for the same should be attached.
3. **Joint Venture / Tie ups will not be allowed and the firm should not have Black Listing History with Government, Semi Government, Boards and Corporation.**
4. **Bidder shall not be a sub – contractor of another Bidder at this bidding stage.**
5. The pre-qualification requirements are explicitly stated in this document. Bidder are required to study these requirements in detail & make a Pre-Qualification bid as defined above completely meeting these requirements. The Pre Qualification bid must be complete in all respect leaving no scope for ambiguity.
6. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation or submission of their Bid, participating in discussion etc. Including costs and expenses

related with visits to the site. The Client will not be responsible or liable for these costs and expenses regardless of the outcome of the Bidding process.

7. Failure to provide information which is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied may result in disqualification of the Bidder/ rejection of the Bid at any stage.
8. Proof for fulfilment of eligibility criteria mentioned in the bid should be submitted. If the Pre-qualification document is submitted without valid documents and without proof of eligibility criteria, the bid will be rejected.
9. If Client is convinced that the Bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said Bidder will be liable for disqualification / rejection at any stage.
10. No Bidder shall contact Client / Consultant on any matter related to its bid after the time of submission of Bid, unless requested so in writing. Any effort by Bidder to influence Client / Consultant in their decision in respect of Pre Qualification bid evaluation will result in rejection of the Bid.
11. Canvassing in any form by the Bidder may lead to disqualification of their Bid.
12. Client reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past – executed projects / Clients / Consultants etc. It is to be noted that pre – qualification may be completed without seeking any subsequent additional information.
13. Client reserves the right to accept or reject any bid and to annul the bidding process and/or to reject all bids at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s).
14. The scopes of work & project description are indicative and are likely to change during Detail Design.
15. Information furnished in the Bid Document will be kept confidential.
16. **If bidder does not have experience of tensile fabric he has to submit MOU stating terms and conditions who have such experience**
17. **Tensile Fabric works shall be carried out by the Bidder / Specialized Agency who have:**
 - a. a minimum of 3 years of experience.
 - b. Satisfactorily completed similar projects as per below:

One similar project as a prime contractor, of a **minimum value of Rs. 24 Lacs** in last 3 years. (Ending on 31 March 2024)

OR

Two similar projects as a prime contractor, of a **minimum value of Rs. 15 Lacs** each in last 3 years. (Ending on 31 March 2024)

OR

Three similar projects as a prime contractor, of a **minimum value of Rs. 12 Lacs** each in last 3 years. (Ending on 31 March 2024)

Similar project definition for selection of Hume Pipe laying works agency shall be read as below:

Similar project means Hume Pipe laying works consisting of lying and jointing at any area development project.

- c. Average annual turnover (only tensile roofing work agency) of not less than Rs. 10.00 Lacs for the last 3 financial years i.e., 2021-22, 2022-23 and 2023-24.
- d. The agency must submit self-attested copies of the work orders and the completion certificates (Form 3-A) issued by the end user as supporting documents.

B – 4.Submission

1. The onus of providing, all necessary company / project related information in prescribed formats in hard copy only will rest entirely on the Bidder. Hard copies should contain one original + one duplicate so as to demonstrate Earnestness and Competency of the Bidder and to allow proper evaluation.
2. **All information has to be typed and submitted in the prescribed formats only.** Bidder should ensure that hard copy is without errors.
3. Bids duly filled with all the requisite information and supporting documents shall be submitted by the time and date as specified in the Notice. Bidder should ensure submission of complete information / documentation in the first instance itself.
4. Bidder is required to submit complete Pre Qualification bid in the order as given in Checklist enclosed separately in order to achieve the objective of maintaining uniform Pre Qualification bid structure from the Bidder. These requirements must be adhered to by the Bidder.
5. Bidder is advised to submit PQ Bids strictly in accordance with the requirements mentioned in the relevant clause.
6. Tenders are invited through two bid system:
 - a) First bid (Technical bid) contains Prequalification bid, general and special conditions of contract, technical specification and drawings.
 - b) **Second bid contains only Price Bid. This is to be submitted online only and not to be submitted in hard copy.**

B – 5.Selection Process

The selection process will lay strong emphasis on,

- a) The ability and competency of Bidder to deliver High Quality work within stipulated time limit and their ability to Plan, Mobilize and Deploy infrastructural and manpower resources to ensure successful execution of work.

Evaluation:

Step – 1 - The First Bid i.e. Technical bid will be opened as per the date and time prescribed in the tender.

Step – 2 –Pre Qualification analysis will be carried out as per the specified qualification criteria.

The Bidder, who fulfils all the criteria, shall be considered as “pre-qualified Bidder” for financial opening.

- a) Even though the Bidder meet the qualifying criteria, they are subjected to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - Indulged in inducement of any official of SRFDCL and/or their consulting engineer and other advisors in any manner whatsoever.
- b) The Bidderis expected to examine carefully all instructions, forms, format in the Document. Failure to comply with the requirements of Documents shall be at the applicant’s own risk.

Step – 3 - Price bid of only those Bidders will be opened who are qualifying as per the prequalification process.

B – 6. Qualification Criteria:

To be eligible for the financial evaluation, the bidder must fulfil all the Qualification Criteria as below.

Sr. No.	Criteria	Documents to be submitted
6.1	The Bidder should have been involved in the Civil Engineering Construction Work for last Three years or more. (Ending on 31 March 2024)	<ul style="list-style-type: none"> Company / Partnership registration certificate (Incorporation Certificate).
6.2	The Bidder should have a valid Registration certificate of "C" Class/equivalent class in any government organization.	<ul style="list-style-type: none"> Copy of Certificate to be submitted with self-attestation
6.3	The Bidder should have had average annual turnover (only construction works) of not less than Rs. 0.50 Lakhs in the last three financial years ending on 31 March 2024 (i.e., 2021-22, 2022-23 & 2023-24).	<ul style="list-style-type: none"> Details as per Form C-2a. Copy of certificate from Chartered Accountant along with copy of Balance sheets.
6.4	The Bidder should have minimum Bid capacity of Rs. 1.00 Cr.	<ul style="list-style-type: none"> Copy of bid capacity calculation sheet as prescribed in C-3 form.
Experience of Similar completed project work		
6.5	<p>The Bidder should have successfully completed at least:</p> <p>One similar project as a prime contractor, of a minimum value of 56 lacs in last 7 years. (Ending on 31 March 2024) OR</p> <p>Two similar projects as a prime contractor, of a minimum value of Rs. 35 lacs each in last 7 years. (Ending on 31 March 2024) OR</p> <p>Three similar projects as a prime contractor, of a minimum value of Rs. 28 lacs each in last 7 years. (Ending on 31 March 2024)</p>	<ul style="list-style-type: none"> Copy of Work Order issued by the client to contractor. Copy of Final Completion Certificate issued by the client to contractor. Photographs Evidence of Client / 3rd party audits for Quality assurance system. Form C-4 & C-4a <p>NOTE: - Copy of certificate issued by Consultant/PMC will not be considered for evaluation.</p> <p>Bidder must submit photographs of following elements of the similar completed project/s in order to assess the level of workmanship:</p>
Firm's experience to execute the special elements works		
6.6	The bidder / MOU agency should have completed at least 350 sq.m. of tensile fabric roofing work or more in any year during last 3 years (ending on 31 March 2024)	<ul style="list-style-type: none"> Copy of Work Order issued by the client to contractor. Copy of Final Completion Certificate issued by the client to contractor.

C. IMPORTANT INFORMATION TO BE PROVIDED BY BIDDER:

All Bidders are required to provide detail information as per requirements laid out in the following sections:

- C – 1 Declaration / under taking**
- C – 2 Information about Bid Capacity**
- C – 3 Information about Litigation History**

C – 1. Declaration / undertaking

[Letter head of the Bidder firm or lead partner including full postal address, telephone nos., fax no., telex no., E mail address & website]

[Location _____, Dt. __/__/____]

To:		
Sabarmati River Front Development Corporation Ltd. Ahmedabad,		

Dear Sir,

Being duly authorized to represent and act on behalf of

_____ (hereinafter “the Bidder”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as a tenderer for the following contract under the Sabarmati River Front Development Project at Ahmedabad, Gujarat

Contact Name	Contact Number

Attached to this letter are copies of original documents (attested true copies) defining:

- a) The Bidder's legal status;
- b) Its principal place of business; and
- c) Its place of incorporation (for Applicants which are corporations); or its place of registration (for applicants which are partnerships or individually owned firms).

You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by you to

verify statements and information provided in this application, such as the resources, experience, and competence of the Bidder.

This application is made in the full understanding that:

- a) PQ Bids by Bidder will be subject to verification of all information submitted for prequalification at the time of bidding;
- b) "Client" reserves the right to:
 - 1) Amend the scope and value of any contracts tendered under this project, in such event, tenders will only be invited from pre-qualified applicants who meet the revised requirements.
 - 2) Reject or accept any application, cancel the prequalification process, and reject all application; and
- c) "Client" shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for such actions.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

I/We agree that the decision of "Client" in selection of Bidder, phasing of works and in any other project related matter, will be final and binding to me / us.

Yours Sincerely,

For and on behalf of	
Authorized Signature with stamp	
Name and title of Signatory	
Name of the firm:	
Address	

C – 2. Information about bid capacity:

The bid capacity shall be worked out using the formula: -

Bid capacity = $[A * N * 1.5] - B$ = _____ (to be filled by Applicant)

Sr. No.	Nomenclature	Description	Details
01	A	Maximum value of Civil Construction works executed in any one year during last 7 years (as per table – 1 below)	
02	N	Number of years prescribed for completion of work for which bid has been invited	
03	B	Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited (as per table – 2 below)	

Table – 1, For Calculation of A (As specified in Form A – Criteria B):

	2017 – 18	2018 – 19	2019- 20	2020 - 21	2021- 22	2022 - 23	2023- 24	Maximum Value
Value of Civil Construction work / maintenance work executed (Rs. in Crores)								

Table – 2, For Calculation of B:

Sr. No.	Name of work	Contract Amount (Rs. in Crores)	Value of works completed by Nov 30, 2024 (Rs. in Crores)	Value of Existing Commitments and ongoing works to be completed during the next 12 months (Rs. in Crores)
1				
2				
3				
4				
5				
6				
**				
			Total Value	

**** Note: Bidder may add rows in the above table (format) as per their list of ongoing project**

C – 3. Information about Litigation History:

Bidder should provide information on any history or arbitration resulting from contracts in last five year or currently under execution.

Year	Award for / or Against Bidder	Name of Client cause of litigation and matter of dispute	Disputed amount in Rupees

Note:

If the information to be furnished in this schedule will not be given and come to the subsequently will result in disqualification of the Bidder.

D. CHECK LIST:

Bidder shall fill this CHECK LIST and ensure that all details / documents as mentioned in the tender documents are submitted along with their Bid. Please tick the box and ensure compliance and specify the Page no. of Pre Qualification bid submitted.

Sr. No.	Details / Documents	Compliance (Yes / No)	Page No.
Documents required for Mandatory Criteria			
1	Copy of certificate from CA along with copy of audited Balance sheets for last Seven financial years (2017-18, 2018-19 , 2019-20, 2020-21,2021-22, 2022-23 & 2023-24), submitted		
2	Calculation of Bid Capacity – (Schedule – C – 2), submitted		
Other Documents			
3	Notarized affidavit for not having black listing history with Government, Semi-Government, Boards or Corporation and etc.		
4	Copy of P.F. Registration Certificates, submitted		
5	Declaration / Undertaking (Schedule C – 1), Submitted		
6	Power of Attorney / Authorization letter in favour of signatory of Bid, submitted		
7	Attested copy of Deeds or Memorandum of Association, submitted		
8	Copies of Financial resources / Bank facilities, whichever applicable, submitted		
9	Copy of certified CA certificate for verification of Turnover data		

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____
_____ have abandoned any work _____ in India
nor any contract awarded to us for such works have been rescinded, during last five years
prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation
to furnish pertinent information deemed necessary and requested by the Department to
verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be
requested, and agrees to furnish any such information at the request of the Department /
Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Annexure - III

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest minimum cash up to 10% of the value
of the work during implementation of the Contract.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

Date

Annexure - IV
Letter of Acceptance

(Letterhead paper of the Employer)

_____ [date]

To: _____
[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Bidder] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidder¹ is hereby accepted by our Agency.

We accept that _____ the appointment of Dispute Review Expert.

We note that as per bid, you do not intend to subcontract any component of work.

[OR]

We note that as per bid, you propose to employ M/s. _____ as sub-contractor for executing _____

[Delete whichever is not applicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced Bids in terms of ITB Clause 27.4, in the form detailed in Para 31.1 of ITB for amount of Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 31.3 of ITB will be taken.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 4.2 and our comments are given in the attachment. You are requested to submit a revised Program including environmental management within 14 days of receipt of this letter.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory

Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

Annexure - V

Agreement Form

Agreement

This agreement, made the _____ day of _____ 200__, between _____ [name and address of Employer] (hereinafter called "the Employer") of the one part and _____ [name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs. _____.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid after amendments, addenda and corrections as mutually agreed with the Employer;
 - iv) The notice inviting bids,
 - v) The information to Bidder,
 - vi) Contract Data;
 - vii) General Conditions of contract;
 - viii) Technical Specifications;
 - ix) Drawings;
 - x) Bill of Quantities;
 - xi) Any other document listed in the Contract Data as forming part of the contract;
 - xii) Joint Venture Agreement.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____
_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Annexure - VI

Issue of Notice to Proceed with the Work

(Letterhead of the Employer)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in Information to Bidder (ITB) clause 31.1 and signing of the contract agreement for the construction of _____ at the accepted Bid Price of Rs. _____ (In words), you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorised to sign on behalf of Employer)

Form of Bid Security (Bank Guarantee)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder: or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidder.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidder or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(Signature, Name & Address)

SECTION II
General Conditions of contract

1. Tax and Duties

“The rates quoted by the contractor shall be excluding of GST but including all other taxes other than GST, prevailing taxes and duties of the central, state and local governing bodies prevailing on the date of submission the contractor will have to pay all such taxes and duties for the performance of this contract. The employer will deduct from the contractor monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law. Any changes in tax system within the duration of the project, SRFDCL, shall compensate or contractor shall refund the net difference as applicable”

2. Currencies

All payments shall be made in Indian Rupees.

2.1 Price adjustment

The Price adjustment is not applicable.

4.0 Retention

- a. The Employer shall retain from each payment against Interim Payment Certificate issued by the Engineer to the Contractor 5% amount of the sum of value of work done + value of variations as agreed for payment + value of price escalation + certified value of day works.
- b. Release of retention money will be done on completion of the Defects Liability Period and after the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

5.0 Insurance

- 5.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Commencement Date to the end of the Defects Liability Period, in the amounts and deductibles as stated below and the contract data, for the following.
 - (a) Loss of or damage to the Works, Plant and Materials. (minimum full replacement costs and additional 15% costs);
 - (b) Loss of or damage to Contractors Equipment and other things at site (minimum full replacement costs).
 - (c) Loss of or damage of property and personnel (other than the Works, Plant, Materials and Equipment in connection with the Contract); i.e. Third Party Insurance; and
 - (d) Personal injury or death. (i.e. Workmen compensation policy)
- 5.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Commencement Date. All such insurance policies shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 5.3 No work (Temporary or Permanent) shall be permitted at site in absence of proper insurance policies and up to date payment of premium.
- 5.4 The responsibility of any amounts not insured or not recovered from the insurer shall be borne by the Contractor in accordance with their responsibilities as defined in these clauses.

- 5.5 The Employer shall indemnify the Contractor against all proceedings, claims, damages, costs, charges, expenses in respect of the matters for which the Employer is responsible.
- 5.6 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and the Employer as separate insured.
- 5.7 The minimum amount of insurance shall be as specified in these clauses and the Contract data. In the event of mismatch insurance shall be for higher amount.
- 5.8 The Contractor shall keep notified the insurer of changes in the nature, extent or programme for the execution of the works and ensure the adequacy of the insurances at all the times in accordance with the terms of the contract.

6.0 Variations

- 6.1 The Engineer shall make any variation of form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- Increase or decrease the quantity of any work included in the contract,
- Omit any such work,
- Change the character or quality or kind of any such work,
- Execute additional work of any kind necessary for the completion of the Works or
- Change any specified sequence or timing of construction of any part of work.

No such variation shall in any way vitiate or invalidate the contract, but the effects, if any, of all such variations shall be valued in accordance with the following sub clauses. Provided that where the issue of an instruction to vary the Works is necessitated by some default or breach of contract by contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

- 6.2 The Contractor shall not make any such variation without an instruction of the Engineer. No instruction is required for quantities varying from those provided for the items in the contract bill of quantities.

7.0 Valuation of Variations

- a. *The basis for the valuation of variations for addition to the contract price shall be as follows in the same order of priority.*
- b. Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- c. In case of other types of variations following procedure shall apply.
 - If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as a basis for valuation so far as may be reasonable. If this fails
 - Suitable rates or prices shall be agreed upon between the Engineer and the Contractor after due consultations among the Employer, the Engineer and the Contractor. These shall be based on

- The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Contractors profit.
- The overheads shall be taken at 3 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works.
- The Contractors profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.
- d. In the event of disagreement, the Engineer shall fix such rates and prices as are, in his opinion appropriate and shall notify the Contractor accordingly with a copy to the Employer.
- e. The Engineer shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Employer, the Contractor and the Engineer.
- f. The Engineer shall have the power to vary the rates or prices of all such items contained in the contract, if the nature or amount of any varied work relative to the nature or amount of the whole of the Work or part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the contract, by reason of such varied work, is inappropriate or inapplicable. Then after due consultation with the Employer and the Contractor, the Engineer shall vary the rates or prices of such items of work.
- g. No valuation of varied works in accordance with above clauses 6.1, 6.2 and 7 is allowed unless the Contractor gives his notice to claim or the Engineer gives his notice to vary the rates or prices to the other party (The Contractor or The Engineer) within 14 days of the issue of instructions to vary in accordance with clause 6.
- h. The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.
- i. If, on the issue of the Taking Over Certificate for the Whole of the Work, it is found that as a result of: A. all varied works and B. Day works and C. adjustment of price in accordance with the price escalation clauses of this contract, but not from any other cause, there have been additions to or deductions from the contract price which taken together are in excess of 15% of the Effective Contract Price (Contract Price +Day works allowance) then and in such event there shall be added to or deducted from the Contract sum such further sum as may be agreed between the Engineer and the Contractor after due consultation with the Employer and the Contractor by the Engineer. These further sums shall be decided considering
 - Contractors general site and overhead costs and
 - Amount by which the additions or deductions from the contract price shall be in excess of 15 % of the Effective Contract Price.

In case of disagreement in determination of the further sum, the Engineer shall determine this amount and his determination shall be binding on the Contractor and the Employer. Contract price for the purposes of this clause shall mean the price at the time of award of the contract + all admissible price variation calculated in accordance with sub clause 3.

j. Day works :

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on day work basis. The Contractor shall then be paid for such varied work under the terms set out in the day work schedules included in the contract and at the rates and prices affixed to thereto by him in his bid.

Unless authorised and certified on a day to day basis by the Engineer in writing, no payments shall be allowed to the Contractor.

9.0 Termination

9.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

9.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate.
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages becomes payable as defined in the Contract data;
- (h) If the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- (i) For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (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."

9.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

9.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

9.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible and handover the site to the Employer including all materials and plant and equipment existing there upon.

10.0 Payment upon Termination

10.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

10.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

11 Default of Contractor:

- a. If the Contractor enters into voluntary or involuntary bankruptcy, liquidation or dissolution or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to execute the contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator appointed over any substantial part of his assets, or if, under any law or regulations relating to reorganisation, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolution passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the Contractor's assets, or if any act is done, or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened the sub clause regarding assignment and subletting or has an execution levied on his goods, or if the Engineer certifies to the Employer with a copy to the Contractor, that , in his opinion, the Contractor:
 - b. Has repudiated the Contract,
 - c. without reasonable excuse has failed
 - i. to commence the Works in time
 - ii. to proceed with the Works, or any section thereof, within 3 days after receiving notice
 - iii. to comply with a notice issued within 3 days after having received it, or an instruction issued despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract or,
 - iv. has contravened sub clause regarding sub contracting,

then the Employer may, after giving 14 days notice to the Contractor, enter upon the site and the Works, and terminate the employment of the Contractor without thereby releasing the

Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract,, and may complete the works, or employ any other contractor to complete the Works. The Employer or such other contractor may use the Contractor's equipment, Temporary Works or material as he or they may think proper.

- d. Assignment of benefit of agreement: Unless prohibited by law, the Contractor shall, if so instructed by the Engineer, within 14 days of such entry and termination referred to in clause 11 above assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the contract, which the Contractor may have entered into.

12 Release from Performance due to Contractors default

- a. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

SECTION III
CONTRACT DATA

Contract Data

The Employer is
Sabarmati River Front Development Corporation Limited.
Address: 2ND FLOOR, RIVERFRONT HOUSE,
BEHIND H.K. ARTS COLLEGE, BETWEEN GANDHI & NEHRU
BRIDGE, PUJYA PRAMUKH SWAMI MAHARAJ MARG,
RIVERFRONT WEST, AHMEDABAD.380009

Name of authorised Representative of Employer :
(Executive Director)

The Completion Period for the whole of the Works shall be **4 Months** after the start date.

The defects liability Period (guarantee period) is 1 (One) Years from the date of completion of whole work.

The Start Date shall be date of issue of the Letter of Notice to Proceed with the Work.

The site is located in Ahmedabad city

Construction of Roof structure covering promenades near Vallabh Sadan for SRFD Project with Bamboo tree and tensile roofing etc.

The following document also form part of the Contract:

Invitation for Bids

Instruction to Bidder

Pre-qualification Information, and other forms

The final accepted bid of the Bidder after modifications, changes, additions and alterations after mutual agreement with Employer.

General Conditions of Contract

Contract Data

Technical Specifications

Form of bid

Bill of Quantities

Drawings

Documents to be furnished by Bidder

The law which applies to the Contract is the law of Union of India

The language of the contract document is English

Subcontracting is allowed only with prior permission from Engineer / Employer.

The Schedule of Other Contractors : Nil

The Schedule of Key Personnel As specified.

The minimum insurance cover for physical property, injury and death is Rs. 5 lacs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always, up to expiry of defect liability period.

The Site Possession Date shall be the immediate next day on award of work

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (To be intimated later)

Appointing Authority for the Dispute Review Expert - The Executive Director, SRFDCL

The period for submission of the programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance.

The following events shall not be Compensated on any account :
Contractor should make its own assessment for the following aspects before bidding.

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

River may have standing water for long periods.

- (i) Removal of underground utilities
- (ii) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation,
- (iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
- (iv) Artesian conditions
- (v) Seepage, erosion, landslide
- (vi) River training requiring protection of permanent work and outer slope of guide bund require protection against high velocity water.
- (vii) Presence of historical, archaeological or religious structures, monuments interfering with the works
- (viii) Restriction of access to ground imposed by civil, judicial, or military authority

The currency of the Contract is Indian Rupees.

The proportion of payments retained (retention money) shall be 5% from each bill.

Rate of deduction for Liquidated damages for delay in completion of works	10% of cost of work done amount after expiry of time for the month considered or 0.25% per week or part thereof of contract value whichever is higher.
Maximum amount of Liquidated damages for delay in completion of works.	Liquidated damages for delay at completion of work will be 10% of the cost of remaining amount of work after original or extended time limit.

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

Performance Security for Five percent (5%) of contract price. Additional sums (to be decided after evaluation of the bid) as additional security in terms ITB Clause 31.0.)

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee in an approved format by the Employer.