



Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/RR/2025-26/00

TENDER DOCUMENT FOR

**Construction Of “Bahuratna Vasundhara” Phase – II
(Akhand Bharat & Technology)
At Gujarat University, Ahmedabad.**

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LETTER FROM TENDERER

To,
The Registrar,
Gujarat University,
Ahmedabad – 380009

Subject: CONSTRUCTION OF “BAHURATNA VASUNDHARA” PHASE – II (AKHAND BHARAT & TECHNOLOGY) AT GUJARAT UNIVERSITY, AHMEDABAD.

Dear Sir,

With reference to the tender invited by you for the above works, we are pleased to offer our best rates mentioned in the Schedule.

We have inspected the site of work, studied the actual site condition, read the Conditions of Contract, and we agree to complete the work to the specifications and satisfaction of the Employer.

We enclose herewith Earnest Money Deposit of **Rs. /-** by Demand Draft No: _____ drawn on _____, in favors of "The Registrar, Gujarat University" payable at Ahmedabad.

We hereby agree that this sum shall be forfeited by the university if we fail to execute the contract when called upon to do so in the event of your accepting our tender.

We hereby also agree that you reserve the right to accept or reject any or all tender without assigning any reasons.

Your truly,

Sing & Stamp of the Bidder

GUJARAT UNIVERSITY

Tender Notice

PROJECT: CONSTRUCTION OF "BAHURATNA VASUNDHARA" PHASE – II (AKHAND BHARAT & TECHNOLOGY) AT GUJARAT UNIVERSITY, AHMEDABAD.

The Registrar, Gujarat University invites bids with two bid system for the providing of Expansion Work -detailed in the table below from the bidders having experience for similar type of works, registered in R&B / State Government / Central Government in appropriate class and meeting the qualifying criteria specified.

Sr. No.	Name of Work	Estimated Cost in Rs	Bid Security (EMD) (Rs.)	Tender Fee (Rs.)	Period of Completion
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
1	Construction Of "Bahuratna Vasundhara" Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad.	15,93,52,660/- (GST Extra)	15,93,000/-	INR 18000/- (Rupees Eighteen Thousand only)	06 Months

INVITATION TO BID

Name of Project	Construction Of "Bahuratna Vasundhara" Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad.
Period Of Completion / Delivery Period	06 Months
Estimated project cost	Rs.15,93,52,660/- (GST Extra)
Mode of Tender (Bidding Type)	Open
Amount Details	
Bid Document Fee (Tender Fee)	Rs.18000/- (Rupees Eighteen Thousand only) <u>in the form of Demand Draft drawn in favor of "The Registrar", Gujarat University</u>
Bid Earnest Money Deposit (EMD)	Rs.15, 93,000/- (Rupees Fifteen Lacs ninety-three Thousand only) in the form of Bank Guarantee/DD in <u>in favor of Demand Draft drawn in favor of "The Registrar", Gujarat University Navrang pura. Ahmedabad- 380 009, India</u>
Bid Document Downloading Start	18 October 2025 from N-procure
Pre-Bid Meeting	04/11/2025 at 16:00 hrs. IST The Pre-Bid meeting@ would be held at the office of <u>The Registrar, Gujarat University, Navrang pura. Ahmedabad- 380 009, India</u>
Bid Document Downloading End Date	10 November 2025, at 18:00 Hours IST
Last Date & Time for Submission of Technical and financial bid online	10 November 2025, at 18:00 Hours IST
Submission of technical bid documents (Hardcopy submission of technical bid)	On or Before 14:00, 11 th November 2025
Date of Technical Presentation	To be informed
Bid Validity Period	90 days
Contact Details	<u>The Registrar, Gujarat University, Navrang pura. Ahmedabad- 380 009, India</u> Ph No- +91,
Tender technical bid Opening Date	11 November 2025 at 16.00 Hours or To be informed
Tender Commercial bid Opening Date	To be informed
Place of obtaining Tender Documents	The tender can also be downloaded from

1. **Part-1 technical bid** shall be submitted physically in person at the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009.

Part-2 financial bid/Price bid shall be submitted **by online only**.

2. **Part-1 Technical bid shall not be accepted by any other means such as RPAD/speed-post/courier.**

3. The e-tender can be downloaded from the website- tender.nprocure.com & <http://www.gujaratuniversity.ac.in>
4. Technical Bid must be accompanied by security amount specified for the work as Bid security (EMD) in the table in form of a **Demand Draft drawn in favor of "The Registrar", Gujarat University.** Bid security must remain valid for 30 days beyond the validity of the bid. No exemption shall be allowed in the bid security submission.
5. The bidding process shall be **two-bid system** where technical and financial bids shall be submitted separately by the bidder. The bidding documents shall be submitted by the bidder on-line and physically as prescribed here under.
6. Technical bid shall be submitted on-line as well as in physical form. The bidder shall submit two sets (hard-copies) of the entire technical bid document i.e. original and duplicate, with each page number in unbroken sequence and self-attested in a sealed envelope to the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted.
The envelope containing physical bid shall be clearly marked **"Construction Of "Bahuratna Vasundhara" Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad."** and must have bidder's address of Communication, e-mail and mobile contact number that may be used for communication if necessary.
9. The financial bid shall be submitted **ON-LINE ONLY**.
10. To provide appropriate information to enable bidders to come out with their best offer, a pre-bid meeting with all interested agencies shall be held as prescribed in Tender Notice.
11. Agencies desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat University. Gujarat University reserves rights to reject responding to any/all queries.
12. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check nprocure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat University shall not entertain any claims based on not being informed of the clarification provided by Gujarat University during the pre-bid meeting or anytime thereafter.

Any/ all clarifications provided in the pre-bid meeting shall be binding to all the bidders regardless of their presence or absence in the pre-bid meeting.

13. Gujarat University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This is a merit driven process whereby each bid shall be evaluated on technical criteria to identify capable bidders suitable for a high-quality state of art public facility. Gujarat University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat University shall be final and binding to all bidders.
14. Bidders qualified by Gujarat University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.
15. Financial bid shall be evaluated in terms of lowest over-all offer and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder. Gujarat University reserves the right to accept/reject any/all bidders including the L1 bidder.
16. Though negotiations with L1 bidder or any other bidder are avoidable as per CVC guidelines, considering the public nature of the project being taken up by academic institute; if need be, in the greater interest of the project, Gujarat University reserves the right to negotiate with L1 or any other bidder. No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right cost.
17. At any stage of the bidding, Gujarat University reserves the right to seek clarification from any bidder to verify authenticity of the information provided by the bidder. If the information submitted is found to be false or misleading, Gujarat University reserves the right to seize the EMD amount submitted by the said bidder without offering any clarification/s for the same.
18. If it is observed that any bidder has provided false information with malafide intention of derailing and thus delaying the process, Gujarat University reserves the right to recover additional damages from the bidder and initiate the process of blacklisting the miscreant.
19. Other details can be seen in the bidding documents.
20. Conditional tender shall not be accepted. The Vice Chancellor reserves the right to reject any or all of the tenders without assigning any reason thereof.

INFORMATION TO BIDDERS/TENDERERS

1. Incomplete or conditional tenders shall be rejected.
2. The registrar reserves right to accept/reject any/all bids without assigning any reasons thereof.
3. The rates offered by the bidder are to be excluding of GST and including of all other expense. GST shall be paid extra as per the prevailing rate. (Current rate: 18%)
4. Bidder shall make his own arrangements for water and electricity for the construction work at site at his own expense. No additional payment shall be made towards any consumable required for executing any of the items prescribed in the tender. If in case of at all provided by client 0.50% for water and 0.50% of electricity total value of work shall be deducted from each bill.
5. Bidder shall follow best practices for health and safety during the entire course of execution, cost of which shall be borne exclusively by the bidder.
6. Bidder shall ensure that all aspects of the activities taken up as part of fulfilling the contract are covered with necessary insurance cover, cost of which shall be borne exclusively by the bidder.
7. Bidder shall ensure that he is registered with all concerned statutory authorities connected with any aspect of the delivery of scope of work of the tender at his cost.
8. Bidder is expected to submit the flow of work envisaged by him for consideration of the Engineer-in-charge. Engineer-in-charge shall reserve the right to finalize the work-schedule to be followed by the bidder and/or modify it from time to time.
9. No price escalation shall be paid/ recovered for the works mentioned in the tender.
10. No advances, either in the form of Machinery advance or materials advance or in any other form shall be given.

Signature of bidder:

Date:

**The Registrar
Gujarat University,
Ahmedabad**

A. PREPARATION OF THE BIDS

1.0 Language of Bid-

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and Authority shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by appropriate translation of pertinent passage in the above stated language. For the purpose of the interpretation of the bid, English language shall prevail.

1.0 Documents comprising the Bid

The bid to be prepared by the bidder shall comprise the following.

- (a) The Form of bid Appendix there to,
- (b) EMD (Earnest Money Deposit)
- (c) Tender Fee
- (d) The schedule of the supplementary information, the information on the eligible and qualifications.
- (e) Alternative offers were invited and any other materials required to be completed and submitted in the accordance with the instruction to Bidders embodied in these binding documents.
The Forms, schedule of quantities and Schedule provided in this volume of the binding documents shall be used without exception (subject to the extension of the schedules in the Same Format and To Provisions of Sub Clause 13.2 Regarding the alternative forms of the bid security)

10.0 Bid Prices

10.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole work as described in the Invitation to bid based on the schedule of unit rates and prices submitted by the bidder.

10.2 The bidder shall fill in rates and prices for all items of works described in the schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by Authority when executed and shall be deemed to have covered by the other rates in schedule of quantities.

10.3 All the duties taxes and the other levies shall be payable by the bidder under the contract of any other cause, shall be included in the rates and the prices and total bid price submitted by the bidder and the evaluation and the comparison of the bids by Authority shall be made accordingly.

10.4 Fixed Prices

Delay due to inability of the contractor will not be entertained for price rise if any and that will fetch penalty as mentioned, however delay due to Authority will not carry any penalty and may be applicable for price rise as per basic rates quoted in this tender.

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to the adjustment on any account if the duration of the contract as stated in the invitation to the Bid, is less than and up to 12 months. A bid submitted with any price adjustment condition shall be treated as non-responsive and rejected, pursuant to clause 24 of this section.

If an extension of the time is granted by Authority pursuant to the clause 43.0 hereof, Authority shall agree to price adjustment pursuant to clause 71.0 here of for extended period of contract, excluding or including the original contract period, provided that of the total actual period of contract including the original contract period exceeds 15 months.

10.5 Price Adjustment

The rates and prices quoted by bidder are subject to the adjustment during the performance of the contract, if the duration of the contract as stated in the Invitation to the bid is more than 24 months. The price adjustment provision shall not be taken into consideration in the Bid evaluation pursuant to clause 26 of this section.

11.0 Currency of the Bid and Payment: -

The unit rates and prices shall be quoted by the bidder entirely in Indian Currency and all the payment shall be made in Indian Currency only.

12.0 Bid Validity: -

12.1 Bid submitted shall remain valid for acceptance for period of 90 days from the date of bid opening.

12.2 In exceptional circumstances prior to the expiry of the original bid validity period, Authority may request the bidder for specified extension in period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request shall not be permitted to modify his bid but shall be required to extend the validity of his bid security correspondingly. The provisions of clause 14 shall continue to apply during the extended period of bid validity.

13.0 Bid Security: -

13.1 The bidder shall furnish, as the part of the bid, a bid security for the amount as specified in the Invitation of the bid.

13.2 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee/DD/FDR issued by any Nationalized Bank or other bank specified in Government of Gujarat, GR No: EMD/4/2022/0002/DMO dated 20th May 2022 (and as amended from time to time), in favor of the Authority The Registrar, Gujarat University, payable at Ahmedabad in the format set forth in bid documents (the "Bank Guarantee") and having a validity period of not less than 90 (Ninety) days from the Bid Due Date, as may be extended by the Bidder from time to time.

- 13.3 Any bid accompanied by an acceptable bid security pursuant to the clause 13.1 and 13.2 hereof shall be rejected by Authority as non-responsive. The EMD of unsuccessful bidders shall be refunded as promptly as possible but not later than 45 days after expiry of period of bid validity as prescribed in these documents.
- 13.4 No interest shall be paid by Authority on the bid security furnished by the bidder.
- 13.5 The bid security may be forfeited
- (a) If a bidder withdraws his bid during period of bid validity; or
 - (b) In the case of a successful bidder, if he fails the time limit to:
 - (i) Sign the agreement, or
 - (ii) Furnish the required performance security.
- 14.0 Variation of the Bidding condition
- 14.1 The bidder shall submit offer, which comply fully with the requirements of the bidding documents, including the basic technical design and indicated in the drawing and specifications. Conditional bids are liable to be considered as non-responsive in accordance with clause 23.
- 15.0 Pre-Bid Meeting: -
- 15.1 The bidder or his authorized representative is advised to attend the pre bid meeting which will be convened at the office of Authority on the date and time as stated.
- 15.2 The purpose of the meeting will be to clarify issues and to answer the questions on any matter that may be raised at that stage.
- 15.3 The bidder is requested to submit any question in writing to reach Authority not later than 3 days before the meeting.
- 16.0 Format and signing of bids
- 16.1 The bidder shall prepare and submit the original copy of the documents comprising the bidding documents purchased by him.
- 16.2 All the pages of the bidding documents shall be signed by the person(s) duly authorized, to bind the bidder to the contract. Proof of authorization shall be in the form of a pages of the bid documents, where entries and amendments had been made, shall additionally be initialized by the person (s) signing the bids.
- 16.3 The complete bid shall be without the alterations, interlineations or erasures, except those in accordance with instruction issued by Authority or as necessary to correct errors made by the bidder, in which case such corrections shall initialed by the person (s) signing the bid. No over

writing shall be permitted.

- 16.4 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.
- 16.5 The bidder shall quote the rate of each item in figures.

Project: Construction Of “Bahuratna Vasundhara” Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad.

DISCLAIMER

1. The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Gujarat University or any of their employees/ advisers/ consulting engineers is provided to the bidder (s) on the terms and conditions set out in this bid document.
2. The bid document and subsequent submissions of the bidders are not an agreement. These will subsequently form a part of agreement between the Successful Bidder and the Gujarat University after modifications/ additions/ alterations as decided upon by VC Gujarat University.
3. 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 movement of traffic, the accessibility, the working conditions, the climatic conditions, the availability of working and storage spaces etc. GU, 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.

EVALUATION CRITERIA FOR QUALIFICATION

Minimum Eligibility Criteria: -

IMPORTANT CONDITIONS-1

1. The Bidders must submit pre-qualification form. Any incorrect information will directly reject the tender.
2. Bids must be accompanied by Bid Security of **Rs. 15,93,52,660/-(GST EXTRA)** in acceptance form as specified in the bidding document and must delivered to the address of the communication as stated above on or before last date and time of the receipt of Bids as given in Bid.
3. The bid shall remain valid for the period of **90 days** from the date of bid opening as mentioned above.
4. The bidder shall submit One Cover as per following:

Cover '1'	Technical bid	EMD +Tender Fee + Pre-qualification form + Supporting documents
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IMPORTANT CONDITIONS-2

The Registrar, Gujarat University, Navrangpura Ahmedabad, Gujarat (hereinafter referred to “Authority”) invites to purchase, fill, and submit this tender only by qualified company/firm or private firms having the following pre-requisite and prequalification.

1. Bidder/Company/firm must be registered with any of the department of state government, Central Government for **“AA Class & Spl.Category-1 (Building)** in other State & having certificate of registration with Employees Provident Fund Organization.
2. For demonstrating **technical capacity**, the Bidder shall need to fulfill the undermentioned minimum eligibility criteria (“Minimum Eligibility Criteria”):
 - (i) **The Bidder can be a single legal or consortium entity.**
 - (ii) If the Bidder is a single legal entity or a consortium are allowed only for experience of special types of work such as stone/ Ornamental/Sompura/ technology work, then it must meet the following criteria either individually or collectively referred to as **“Technical Capacity”**:

(a) it has experience of having completed **at least 1 (one) Specialized Ornamental/ Sculptural/ Digital technology work** in the last **7 (seven) years** preceding the Bid Due Date as the contractor for construction of the Similar Project having total project cost of each such assignment being at **least 80% of Estimated Contract Price.**

OR

(b) it has experience of having completed **at least 2 (two) Specialized Ornamental/ Sculptural/ Digital technology work** Assignment in **the last 7 (seven) years** preceding the Bid Due Date as the contractor for construction of the Similar Project having total project cost of each such assignment being at **least 50% of Estimated Contract Price;**

OR

(c) it has experience of having completed **at least 3 (three) Specialized Ornamental/ Sculptural/ Digital technology work in the last 7 (seven) years** preceding the Bid Due Date as the contractor for construction of the Similar Project having total project cost of each such assignment being at **least 40% of Estimated Contract Price;**

For the purpose of the RFP Similar project/work shall mean Projects involving experience of **Specialized Ornamental/ Sculptural/ Digital technology work**. It is clarified that building infrastructure project for the purposes of this RFP shall not means residential, roads, bridges, dams and transmission tower projects. Experience of ongoing projects will not be considered in evaluation of the aforementioned projects. However, experience of Substantial completion shall be considered for evaluation of the aforementioned projects. Substantial completion shall be based on 60 (sixty) per cent (value wise) or more works completed under the contract. Any industrial works shall not consider as similar nature of work. The right to interpret "similar work" is reserved by Gujarat University.

3. **Similar Project shall be project from Government, semi-Govt, PSU, Private trust works. Form-3A to be submitted compulsory and signed by the Authority not less than Executive engineer class/managerial rank. The Iconic/ Unique/ Special types of work of the renowned organization/ Trust/ private sector shall be allowed but its amount of work done/ contract amount will be in half of its total cost.**
4. **Interested contractors need to qualify on the above mentioned technical & commercial qualification criteria on their own, no joint ventures & MOUs with same work agencies allowed to qualify. The consortium is allowed only for experience of special types of work such as stone/ Ornamental/Sompura/ technology work.**
5. The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.

Financial Capacity

6. **Average Annual turnover of any three year out of last Seven financial year (i.e., April - 2018 to March - 2025) shall be more than Rs. 20.00 Crore.** Attested copy of balance sheet with profit & loss account duly audited by chartered accountant.
7. Following enhancement factors will be used for the cost of works executed and the financial figures to a common base for the value of the works completed in India.

- a. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid due date.

Year	Financial year	Enhancement Year
Base (Year of inviting Tender)	2024-2025	1.00
-1	2023-2024	1.10
-2	2022-23	1.21
-3	2021-22	1.33
-4	2020-21	1.46
-5	2019-20	1.61
-6	2018-19	1.77

8. The Bidder must have a positive Net Worth for the financial year ending on 31 March 2025. This must be certified by statutory auditor/CA. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by SA/CA to this effect.
9. Bidder have valid ISO 9001:2015 certificate.
10. The bidder shall not be technically rejected/blacklisted/debarred by any /Federation/private research center's/Government/Semi Government/PSU's in India.
11. Bidder should not be in any litigation/arbitration with any Co-Operative /Federation/Private research center's/Government/Semi Government/PSU's in India.
12. Even though the bidder meets the specified criteria, it may be disqualified if it has:
- Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification.
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.
 - If the bidder is overbooked beyond his capacity to execute the work as per required schedules.
13. The Bidder may be a company registered in India under the Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies or a registered trust under Indian Trusts Act, 1882 or any other law for registration of public trusts in India or a natural person(s) or a sole proprietorship or partnership firm or a firm incorporated under relevant Acts/laws

either outside or within India or any combination of the above (with a formal intent to form a Consortium, meeting the requirements set out in this RFP). The bidder shall submit incorporation documents in support along with the technical proposal. Under no circumstances sub-contracting or use of proxy registration is permissible.

14. The project must be completed in maximum 6 months' time with efficient management, coordination with the estate office and all the consultants using modern technology with workmanship and quality meeting that of international standard.
15. Project board as per the design provided by the architect must be printed and installed outside the site by the contractor at their own cost. A detailed bar chart must be submitted within 15 days of issue of work order.
16. Any misprinted or error must be brought to the notice of architect before acceptance of work order for rectification, later all such will be interpreted as per architect's decision without and debate.

I/We accept the above important conditions,

Contractor's Name & Stamp

DECLARATION FORM

1. I/We agree that the decision of Authority, in selection of contractors and phasing of construction works will be final and binding upon me/us.
2. All the information and data furnished herewith under General Conditions and any other submitted documents are correct to the best of my/our knowledge.
3. I/We also agree that we have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other inquiry on the information furnished herewith in the accompanying sheets.
4. I/We accept the condition that the entire project for **Construction Of "Bahuratna Vasundhara" Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad**, Gujarat. may or may not be offered to me/us.
5. I/We have visited and inspected the site for **Construction Of "Bahuratna Vasundhara" Phase – II (Akhand Bharat & Technology) At Gujarat University, Ahmedabad**, Gujarat and found in accordance with the said construction and maneuvering of construction materials and its process.
6. I/We have read and understood the tender notice as well as the special conditions, general instructions, specifications and have no objection to any of the clause.
7. I/We declare that we have studied all the drawings and conditions to complete the project in 11 months from the date of work order and is ready to pay liquidated damage mentioned in tender notice in case of delay in the completion without raising any reason in any case.

Contractor's Name & Stamp

PRE-QUALIFICATION BID

1. Bidders are required to submit their full Bio-data and Company profile giving details about their organization, technical experience, capacity and competence, suitable evidence of their financial standing as per pre-qualification form (PQ form, Given in Annexure).
2. In deciding upon the selection of contractors for the above work, great emphasis will be put on ability and competence of contractors to do good quality works within specified time schedule and in close co-ordination with other agencies.
3. **Decision of the Authority regarding the selection of contractor will be final and binding.** They are not bound to assign reasons therefore.
4. Information furnished in the Performa will be kept CONFIDENTIAL.
5. The Bidder shall have minimum experience as mentioned in the bid. In order to establish that the bidder is meeting the minimum experience criteria as specified in notice inviting tender, it is necessary that the bidder must furnish the relevant information in the requisite Performa along with client certificates.
6. The bidder shall be financially sound and shall have adequate capacity to execute the work. The bidder shall furnish documents as support of his financial capability for execution of work under this contract.
7. Tendered should fill company profile as listed on the following pages and project completed pictures in a highly presentable format.
9. Each part of the Performa must be signed by any person/persons on behalf of the organization holding power of attorney to do so.

Other Requirements to be submitted:

A. Bidder's registration

Only those bidders whose names are borne on the approved list of registered contractors in the "Class AA" registered in R&B/All State Government/All Central Government/Municipal Corporations shall be entertained.

B. Litigation history

The applicant should provide accurate information on litigation and / or arbitration resulting from Contracts completed or under execution by him over the last three years. A consistent history of arbitration awards / judgments against the applicant or any partner of joint ventures may result in disqualification for proposed work. If the details of Litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have made misleading or false representation in the 16 form, statement and attachments submitted and / or record of poor performance such as abandoning the work, not properly completing the work, not properly completing the contract, delays in completion, litigation history, financial failure etc.

B. Bidding in E-tendering

- i. In addition to physical submission of technical bid, submission of bid must be through e-tendering i.e. electronic form
- ii. Bidders shall have to submit the bid in E-Tendering form only.
- iii. Bids of those bidders who have submitted all information, statistical details as required in the bid document through E-Tendering will only be considered. If the Employer desires any clarification, for verification / clarification, ambiguity or difference found in the documents / statistical details submitted online (by E-Tendering) by the bidder, the same shall be furnished within stipulated time, otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.

D. E-Submission of documents

- i. Following documents/papers shall form part of the bid.
 - Attested copy of proprietorship or partnership deed.
 - Attested copy of power of attorney, if any for signing the bid documents.
 - Company registration details
 - Company introductory profile
 - Proof of appropriate registration class.
 - Annual turnover certificate issued by chartered account and for last three financial years.
 - Form 3A issued by employer (duly certified by an officer of the rank not below that of an Executive Engineer) to substantiate successful experience of **similar work**.
 - Litigation / Arbitration history
 - Proof of assured availability of required Machinery/equipment
 - An undertaking for truth-fullness of information furnished.
 - Copy of registration of GST and pan card.
- ii. Any information data, statistics etc. which are not related to bid document will not be considered in evaluation even though furnished by the applicant.
- iii. In accordance with stipulation of Para 3D (iii) Employer reserves the right to call any information / document which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the applicant after last date of submission will not be considered in evaluation, unless except the employer has specifically asked for any information/ document, which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, proposal will be liable for rejection.
- iv. If any of the information provided by the bidder is found false during scrutiny or at the later stage, his EMD shall be forfeited and he shall be disqualified for the proposed work. If any of the information provided by the bidder is found false after award of work, the performance security of the bidder shall be forfeited and the contract shall be terminated.

(3) Escalation Factors

Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial Year	Enhancement factor
Base (year of	2024-25	1.00
-1	2023-24	1.10
-2	2022-23	1.21
-3	2021-22	1.33
-4	2020-21	1.46
-5	2019-20	1.61
-6	2018-19	1.77

In case the financial figures and value of completed works are in foreign currency, current market exchange rate will be applied for the purpose of conversion of foreign currency in to Indian Rupees.

Applicant will indicate actual figures of costs and amounts in the schedule without accounting for the above-mentioned factors

Registrar

The

**Gujarat University
Ahmedabad**

BID OPENING AND EVALUATION

20.0 Bid Opening

20.1 Authority will open the bids, including submission made pursuant to clause 20 in the presence of bidder's representative who chooses to attend, at the office of Authority and date stated in the clause 2.0 in the invitation to Bid. The bidder's representatives who are present shall sign a register evidencing their attendance.

20.2 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. Authority will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 At the bid opening Authority will announce the bidder's names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite bid security, and such other details as Authority may consider appropriate.

20.4 Authority shall prepare, for its down records, the minutes of the bid opening, including the information disclosed to those present. in accordance with sub-clause 20.3

21.0 Process to be confidential

21.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

21.2 Any effort by a bidder to influence Authority in the process of examination, clarification, evaluation and comparison of bids and in the decision concerning the award of contract may result in the rejection of the bidder's bid.

22.0 Clarification of Bids

22.1 To assist in the examination, evaluation and comparison of bids, Authority may ask the bidders individually for clarification of their bids, including break down of unit rates. The request

for clarification and the response shall be in writing 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 Authority during the evaluation of the bids in accordance with clause 24.

23.0 Determination of Responsiveness

23.1 Prior to the detailed evaluation of the bids, Authority will determine whether each bid is substantially responsive to the requirements of the bidding documents.

23.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or the performance of the works or which limits in any substantial way, inconsistent with the bidding documents, Authority rights or the bidder's obligations under the contractor, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by Authority and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

24.0 Correction of Errors

24.1 Bids determined to be substantially responsive will be checked by Authority for any arithmetic errors in computation and summation. Errors will be corrected as follows:

- Where there is a discrepancy between rates or amounts in figures and in words, the rate or amounts in words shall govern and
- Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity the unit rate as quoted shall govern.

24.2 The amount stated in the form of bid will be adjusted by Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the bid security shall be forfeited.

25.0 Conversion to single currency

25.1 All bid prices shall be submitted in Indian currency only.

25.1 Technical Presentation

Technical Score: The Bidders shall be provided Score based on their Technical Capacity, Financial Capacity and Technical Presentation. The Bidders shall be awarded marks out of 100 marks on the following criteria:

- Technical Criteria (i.e. Past Experience and Financial Capacity) – 50 Marks
- Technical Presentation, Work Understanding and Methodology – 50 Marks

The Bidder shall be required to score in aggregate at least 75 Marks ("Minimum Technical Score"), pursuant to marks scored basis its Technical Bid submissions and its Technical Presentation, in accordance with terms hereof. Only those bidder who score 75 or more marks shall be eligible for opening of financial bid.

The Bidders meeting the Minimum Eligibility Criteria shall be provided Technical Score based on their Technical Bid as mentioned below-

Technical Score: The Bidders shall be awarded marks based on the following criteria.

S No	Score: Total 100 Marks		
	Criteria	Maximum Marks	Evaluation Details
1	Average Annual turnover of any three year out of last Seven financial year (i.e., April - 2018 to March - 2025) shall be more than Rs. 20.00 Crore.	20	• Bidder with Annual Average turnover of any three year out of last Seven financial year of costing 20.00 Cr to 30.00 Cr – 10 (Ten) marks. • Bidder with Annual Average turnover of any three year out of last Seven financial year of costing 30.00 to 40.00 Cr – 15 (Fifteen) marks. • Bidder with Annual Average turnover of any three year out of last seven financial year of costing more than 40.00 – 50.00 Cr (Twenty) marks.
	Technical Capacity in similar works as defined in Important conditions-2 For the purpose of the RFP Similar project/work shall mean Projects involving construction, Supply, Installation, Testing & Commissioning works for any	30	Meeting the minimum technical capacity criteria – 15 marks (EC= Estimated cost) For each eligible additional project with a total project cost $\geq 80\%$ of EC – 15 marks,

	building infrastructure project. It is clarified that building infrastructure project for the purposes of this RFP shall not means residential, roads, bridges, dams and transmission tower projects. Experience of ongoing projects will not be considered in evaluation of the aforementioned projects. However, experience of Substantial completion shall be considered for evaluation of the aforementioned projects. Substantial completion shall be based on 40 (forty) per cent (value wise) or more works completed under the contract. Any industrial works shall not consider as similar nature of work. The right to interpret “similar work” is reserved by Gujarat University		For each eligible additional project with a total project cost $\geq 50\%$ of EC – 10 marks, For each eligible additional project with a total project cost $\geq 40\%$ of EC – 5 marks, Scoring for eligible assignments under this criterion is subject to maximum up to 30 marks
.	Technical Presentation to be made and shown at a date and time intimated by Authority	50	The presentation by the Bidder will be evaluated as under- - Approach and Methodology for the project. (15 marks) - Bidders to present a L3 level execution schedule (5 marks) - Proposed deployment of resources including Manpower and specialized machinery for the project. (15 marks) - Proposed SOPs/ methodology/ equipment's/ technology to ensure protection of site during construction period. (15marks)

In computing the Technical & Financial Capacity and Technical score of the Bidder/ the Technical & Financial Capacity and experience proof of their respective Associates would also be eligible hereunder.

26.0 Evaluation and comparison of the Bids

26.1 Authority shall evaluate and compare only bids determined to be substantially to the requirement of the bidding documents in accordance with clause 26.

26.2 In evaluating bids, Authority will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to clause 24.0

26.3 Authority reserves the right to accept or reject any variation, deviation offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to Authority shall not be taken in to account in bid evaluation.

26.4 Price adjustment provisions applying to the period of execution of the contract shall not be taken in to account in bid evaluation.

26.5 If the bid of the successful bidder is seriously unbalanced in relation to Authority's estimate of the estimated cost of the work to be performed under the contract, Authority may require that the amount of the bid security deposit set forth in the clause 13.0 be increased at the expense of the successful bidder to a level sufficient to protect Authority against financial loss in the event of subsequent default of the successful bidder under the contract.

26.6 The Bidders considered as responsive in terms of bid and fulfilling the Minimum Eligibility Criteria as set forth important conditions-2 of the bid shall be further evaluated based on the financial bids.

26.7 The Qualified Bidder who quotes the Lowest Contract Price (Excluding GST), shall be declared as the selected Bidder (the "Selected Bidder"). In the event that, the assessed Financial Bid of two or more Bidders is the same (the "Tie Bid"), the Authority shall identify Selected Bidder as Bidder with the highest Financial Capacity as specified in important conditions-2.

26.8 The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e. Qualified Bidder quoting second lowest Contract Price ("Second Ranked Bidder") may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in the RFP and if he matches the lowest discovered price. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.

B. AWARD OF CONTRACT

27.0 Award Criteria

27.1 Subject to clause 28, Authority shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and Authority shall also consider bidder's price, quality, capacity and skill and, provided further that the bidder has the capability and the resources to carry out the contract effectively.

28.0 Authority's Right to accept any Bid and to reject any or all bids.

28.1 Withstanding clause 27 or any other clauses stated above, Authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Authority's action.

GENERAL INFORMATION FOR THE BIDDER

1. Incomplete and conditional tenders shall not be considered.
2. GUJARAT UNIVERSITY, Ahmedabad reserves the right to split up the work covered in the scope of this contract amongst more than one contractor.
3. Intending bidders shall submit tenders after studying all tender documents carefully and after visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature and extent of the work involved etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.
4. Site cleaning and making the site accessible for execution of the work shall be in the scope of bidders. In case of the bidder requiring removal/breakage of any feature/asset of Gujarat University, the same can be one only after getting written clearance from Gujarat University. The same may be restored by the bidder at his cost if demanded by Gujarat University at any point of time.
5. Bidders will not be allowed to give sub-contract of the works awarded to him for any reasons what so ever without written permission of the Engineer-in-charge.
6. After opening of technical bid, no price revision shall be accepted from any bidders on any grounds.
7. Price quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation.
8. Date of opening of price bid will be intimated later on to those bidders who are qualified in technical bid. Price bid of only qualifying bidders based on evaluation of technical bid shall only be opened. Price bid of bidders who are not technically qualified by Gujarat University shall not be opened.
9. The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
10. All the works shall be carried out as per specifications and drawings attached with the tender and relevant Indian Standards issued by the Bureau of Indian Standards. All materials procured should be confirming to relevant Indian Standards issued by Bureau of Indian Standards, wherever not specified in the item. In case of the specifications not found in Indian Standards, they shall follow best market practice, adjudicator of which shall be the Engineer-in-charge of Gujarat University

11. Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.
12. GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
13. This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the GUJARAT UNIVERSITY. Special techniques approved by the GUJARAT UNIVERSITY shall be used if & were found necessary without any extra claim. The specification provided shall have priority if anything contrary to them is stated elsewhere in the contract documents. In case of a specification not adhering to minimum standards prescribed in the IS code for the relevant item, IS code shall prevail upon the specifications. Execution of any such item shall take place only after bringing the issue to the notice of the Engineer-in-charge and taking his written permission. GUJARAT UNIVERSITY's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
14. **AGREEMENT:** As per university's rules, successful bidder shall have to enter in to an agreement on non-judicial stamp paper of Rs.300/-with the Gujarat University, Ahmedabad, in the prescribed form on receipt of work order. The cost of the stamp fee shall be borne by successful tender. The tender with specifications, schedules, drawings, the contract booklet and other necessary documents shall be signed by successful bidder. The letter of acceptance, all the bid documents, all the documents accompanying the contract & subsequent correspondence shall be deemed to be a part of the contract agreement. **(Separate Agreement sheet attached below as annexure: I)**
15. Each bidder shall also submit a Declaration to the effect that bidder is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid-up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
16. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the bidder with his usual signature with seal of the company.
17. An attested copy of the constitution of the firm with the name of all partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the bidder authorizing the signatory. Witnesses & sureties shall be persons of status & probity, their names, occupation & address shall be stated below their signatures. All signatures shall be dated.

- 18.** Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
- 19.** The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the GUJARAT UNIVERSITY due to any reason, the contractor may submit the revised offer before due date of submission, if he wishes to submit.
- 20.** GUJARAT UNIVERSITY reserves the right to delete or add any item of Schedule-B for which contractor shall not have any right to claim on this account.
- 21.** No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
- 22.** No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.
- 23.** The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the existing structures or assets of Gujarat University that contractor is be held responsible by Engineer-in-charge, same shall be rectified/restored/replaced immediately at the contractor's cost to the satisfaction of Engineer in Charge. If found necessary, Engineer-in-charge may employ other agency for the same and recover the cost from the contractor's account.
- 24. The Bidders shall note:**
- a. No price escalation on any account, shall be payable.
- 25. Recoveries:**
- a. In case of any damage to equipment/machinery or structure/building of GUJARAT UNIVERSITY, Ahmedabad or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final.
 - b. If the contractor fails to execute the work as per direction of Engineer in Charge within the time frame given by GUJARAT UNIVERSITY, Ahmedabad time to time, action as per clause no. 35 of this chapter and action as per clause no. 4 of condition of contract shall be implemented.
- 26.** All royalties, sales tax, toll tax, local tax, development charges, welfare cess and any other taxes including works contract tax etc. and also any statutory variation in future towards above

mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be borne by the contractor and GUJARAT UNIVERSITY shall not entertain any claim whatsoever in this respect. The rates shall be “excluding of GST”.

27. The contractor shall have to pay the amount of GST to the respective department as early as possible as per prevailing rules.
28. The contractor shall pay the building and other construction welfare cess of 1% of total estimated cost at respective department of GOG. The contractor shall have to produce the proof of payment of labour welfare cess before submission of final bill, otherwise final bill of the work will not be finalized
29. The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder)
30. R. A. Bill: R. A. bill payment shall be made only at the end of the month. On submission of bill by the contractor in GUJARAT UNIVERSITY's prescribed format. Completion of each activity will be checked by Engineer-in-charge and after getting approval of each activity contractor will proceed ahead to next stage.
31. Gujarat University shall entertain a R.A. bill of minimum of Rs. 1 Cr only. (Only in special case, Engineer-in-Charge may use his discretion and allow an RA Bill of amount lesser than prescribed herewith). The R.A. bill must be submitted in prescribed format only. On receipt of a valid R.A. bill, Engineer-in-charge, as per his discretion, may suggest an ad-hoc release of not more than 50% of the bill amount on immediate bases to expedite the progress of work. This provision shall be treated ONLY as discretionary power of the Engineer-in-charge and not as a right to demand payment. The ad-hoc amount suggested by Engineer-in-charge shall be processed before verification of the bill and hence must be treated as advance that can be recovered at discretion of Engineer-in-charge, if need be. In case of a large discrepancy is found in the R.A. in comparison of actual work found at site, it shall be treated as a malpractice and contractor may be forced to pay a penalty or face termination from the contract based on the judgment of the Engineer-in-charge.
32. All R.A. bills shall be scrutinized by Engineer-in-charge for quality and quantity (in case of consultant PMC engineer) and shall be processed based on the approval granted by him. The amount due post-ad-hoc payment shall be released only after due approval of the Engineer-in-charge is received. Though all necessary efforts shall be made to expedite the approval process, minimum approximate time for the approval process shall be of 4 weeks.
33. The work shall be completed within the period stipulated in the contract.
34. **Security Deposit:** The successful bidder shall have to pay security deposit as guarantee money for performance of the contract and observance of contract conditions. The detail of break-up of SD is as under.

Initial security Deposit: Appointed bidder shall have to pay security deposit of 5 % Of Estimated Cost of the work put to tender within 15 Days from the date of issue of letter of intent by way of Bank Guarantee shall be of nationalized / scheduled bank only. On failing to pay security deposit in specified time limit the EMD will be forfeited and bidder will not be allowed to participate in the tenders invited from Gujarat University for the further period of 1 year. The security deposit validity shall be up to six months from the completion period specified in the contract and can be release within 30 days of final certification and only after approval of Engineer-in-charge, Gujarat University. Engineer In-charge reserves the right to withhold the same till the period he considers deemed fit.

Retention Money: For further security for the due fulfillment of the contract by the contractor, 5% of the value of the work done shall be deducted by the employer from each running bill towards retention money. On the PMC issuing a certificate of the virtual completion of the work the retention money will be released after Defect Liability Period of 12 Months.

35. Compensation for the delay: The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay. If the contractor fails to complete the work under the contract by the stipulated date, he shall pay compensation (liquidated damages) of rupees 0.1% of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Gujarat University. The aggregate maximum of compensation shall not exceed 0.1% of contract value per day and shall be subject to the maximum amount of 10% of the tendered value. Delays requiring payment of 10% liquidate damages of the tendered amount for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approve the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.

36. In case of the item executed as per the actual requirement of the site is less than that of the tendered quantity that results in any saving, Engineer-in-Charge shall have the right to utilize the said saving to his discretion in terms of getting any other works that he finds deemed fit for the cause of the project. Contractor shall have no right to dispute this right of Engineer-in-Charge and/or claim any additional compensation for the same.

37. Arbitration: In case of all the disputes, decision of The Vice – Chancellor, Gujarat University shall be final and binding to the bidder. **The Vice – Chancellor, Gujarat University shall be the sole Arbitrator.** The legal jurisdiction shall be Ahmedabad only.

38. Work carried under this contract shall be completed in all respects within **06** calendar month including monsoon period from the date of issue of letter of order to commence the work. If any

inevitable situation arises due to which work can be delayed such can be prior approval by Vice-Chancellor of Gujarat University in written that can be only considered as extension of time limit to complete the work. However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by GUJARAT UNIVERSITY time to time.

CONDITIONS OF CONTRACT

1. Definitions:

- (a) The “Contract” means documents forming the tender, all the documents therein and acceptance thereof, together with the letter of intent, work order, schedule of terms and conditions, specifications, drawings, communications, instructions and any other directives issued by the competent authority to the appointed contractor.
- (b) The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose of bidding.
- (c) The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) “GUJARAT UNIVERSITY” means the Gujarat University, Ahmedabad. And the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “GUJARAT UNIVERSITY.”
- (f) “V.C.” means Vice Chancellor who administers and in the case of the term contracts directs the contract.
- (g) The “Engineer-in-charge” means all officers of the GUJARAT UNIVERSITY appointed by the VC to supervise the works or part of the works.
- (h) The “Consultant” means designing, supervision agency appointed by Gujarat University.
- (i) “B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above-mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts “Specifications” means those contained in Gujarat University, Ahmedabad schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments there to.

- 2. Compensation for the delay:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the

order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract)-and for delay, the contractor shall pay compensation as per para 35 of general information for the bidder. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approve the reduction the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.

- 3. Notice for unsatisfactory progress:** If the progress or a particular portion of the work is unsatisfactory the Engineer-in-charge whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.
- 4. Action in the case of Default by Contractor:** if the contractor shall negate or fail to proceed with the work with due diligence or if he violates any of the provision of the contract, the engineer in-charge shall give the contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from site. University shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mention in the said notice.

If the contractor fails to take satisfactory corrective actions within 10 days after receipt of such notice, the engineer in-charge on behalf of university shall terminates the contract in whole. In case, the entire contract is terminated, the amount of SD and bank guarantee together with the value of the work done but not paid for shall stand forfeited to the university. The plants, equipment and materials, held under this clause shall than be at the disposal of the university to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The engineer in-charge, if necessary, shall direct that a part or the whole of such plants, equipment and material be removed from the site within a stipulated period. If the contractor fails to do so, the engineer in-charge shall cause them or any part of them to be sold holding the net proceed of such sale to the credit of the contractor. After settlement of accounts, the lien by the University of the Contractor's remaining plant, equipment and balances of material shall be released.

Termination of the contract in whole shall be an adequate authority for the engineer in-charge to demand discharge of the obligations from the guarantors of the security for the performance.

- 5. Extension of Time Limit:** If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hinder in its execution or on any other

ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to GUJARAT UNIVERSITY shall be compensated only by way of extending the limit.

- 6. Completion Certificate:** On completion of the work the Contractor shall be furnished with Completion Certificate by the Engineer-in-charge & PMC of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Engineer-in-charge the said measurement being binding and conclusive against the contractor.
- 7. Effect of the Certificate:** Unless otherwise specifically prescribed by the Engineer-in-Charge, no payment shall be made for any work estimated to cost less than **Rs. 1 Cr** till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than **Rs. 1Cr** Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work; otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.
- 8. Payment to Contractors:** Unless otherwise specifically prescribed by the Engineer-in-Charge, the rates for several items of works estimated to cost more than Rs. _____/- shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.
- 9. Bills shall be submitted by the contractor end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.**

10. Works to be executed in accordance with specifications, orders etc. The contractor shall execute in whole and every part of work in the most substantial and workman-like manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs.

11. Extension of Time Limit in consequence of Addition or Alteration

The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

12. No compensation for alternation in or restriction of work to be carried out. If at any time, after execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require he whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Engineer-in-charge provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the University Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

- 13. No Claim for Variation in Quantities of Work:** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.
- 14. No Claim for Compensation for Delay in starting work:** No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.
- 15. Entering upon or commencing any portion of work:** The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Engineer-in-charge or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.
- 16. Method of Payment to contractors shall be made by A/c payee cheques provided the amount exceeds Rs.50/-.** Amount not exceeding Rs.50/-will be paid in cash. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.
- 17. Acceptance of conditions on tendering for work:**
Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

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SPECIAL CONDITION OF CONTRACT

1. All the basic raw material like sand, gravel, metal shall be tested as per I.S. norms before use. For material like cement, CRS steel, the certificate from manufacturer, of the batch shall be submitted before use, for the quality of the lot procured.
2. The water for construction, drinking and other use, shall be arranged by the contractor at his own cost. Similarly, arrangement for electricity for construction/ domestic use shall be arranged by the contractor and no claim of this account shall be entertained.
3. The water to be used for construction shall be as per the required I.S /PHE. Standard.
4. In case of dewatering for any reason (including rain water logging) or of any sort, for construction is required, the contractor has to make his own plumbing and disposal arrangement for which no claim shall be entertained.
5. For masonry work, with Aerated light weight blocks, shall be duly certified by the manufacturer for a minimum strength of 35 kg/cm², and shall be as per I.S. Standard.
6. The clay bricks will be used only in below plinth level.
7. Sufficient arrangement of all resources for proper workmanship quality shall be made before start of work be the contractor. However, if suggested by engineer in charge an additional arrangement shall be made within 48 Hrs. of instruction.
8. All the bylaws of labor, labor arrangement, insurance, safety, as per the central Govt. and state Govt. shall be strictly followed.
9. The compensation for any accident, causality etc. Shall be the full responsibility of the contractor and shall be as per the law governing for the same.
10. No sub – letting of the work is permitted, unless a written permission is obtained from the G.U Ahmedabad.
11. No deviation from the approved list of makes shall be permitted. In case, certain items of equivalent is mentioned, the same shall be got approved from G.U, before ordering.
12. On instructions from engineer –in-charge / G.U, the material, finished product, construction item, shall be immediately removed from the site within 72Hrs of written instruction without any compensation of whatsoever nature.
13. In case of furniture/ high end material, an inspection, as written in the technical specifications, is compulsory. In addition to this, inspection from G.U engineer shall also be necessary before dispatch of the material to the site.

14. All the items covered under the commercial bids are based on the Schedule of rates for R&B Gujarat 2015-16, or market rates. The specification of each or all the items shall be guided by the specifications mentioned in following order of preference.
15. Technical specifications for SOR for R&B Gujarat 2022-23 for SOR items, any discrepancy mentioned in the bid shall be corrected at any stage of the contract, as per the technical specifications and items description mentioned in SOR for R&B Gujarat, for items mentioned under the head of SOR, without any extra cost. This condition shall be binding on the contractor / Bidder.
16. All the items mentioned under NS i.e. non-Schedule items are to be read in conjunction with the prevailing specifications of the manufactures and as per the relevant I.S code for the item/Materials, as mentioned in the tender. All the relevant material sample shall be got approved, from the G.U before placing bulk order/ usage. Any discrepancy in specification of any item or any material shall be brought to the notice of G.U before implementation.
17. Any extra item shall be first got approved form the G.U before implementation.
18. Dewatering of any type/ sort shall not be payable.
19. Barricading all around the building/ campus as per the safety norms is compulsory within 15 days after getting work order otherwise, failing which the penalty @ 0.1% of the total cost of the particular building, per week shall charge till the barricading is done.
20. If necessity “the contractor shall provide suitable barricading with suitably painted single row of metal pre- cated GI sheets about 3’ – 0” wide (90 cms.) nailed or bolted with wooden poles spaced 2 to 3 meter apart and each pole 1.6 m to 2 m long 8 cm. to 10 cm. dia. Total height of barricading should be 4.5 meter high as per drawing / direction of EIC. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support as per direction of the engineer-in-charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractor’s rate shall include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates. It should also include writing and painting, arrangement for traffic diversion such as traffic signals during construction at site for day and night, glow lamps, reflective signs, marking, flags, and caution tape as directed by engineer-in-charge. The barricading provided shall be retained in position at site continuously i/c shifting of barricading from one location to another location as many times as required during the execution of the entire work till this its completion. Rate includes its maintenance for damages, painting, all incidentals, labour materials, equipment and works required to execute the job. The barricading shall not be removed without prior approval of engineer-in-charge”.

21. The contractor shall maintain the site and all works thereon in neat, clean and tidy conditions at all times. The contractor shall properly clean the works as it progresses and shall remove all rubbish and debris from the site on a daily basis and as directed by the engineer in charge.
22. For internal plastering, scaffolding shall be erected independent of walls. No numbers of scaffolding shall be allowed to be housed in the walls being treated with plaster. Scaffolding for external plaster shall also be supported independent of walls to avoid patchy appearance.
23. Vitrified tiles and glazed tiles shall be tested in central glass & ceramic research institute (CGCRI) as per IS 15622:2006.
24. The contractor has to make his own arrangement for labour colony outside the campus. It is strictly prohibited to stay inside the campus.
25. The contractor shall also make sufficient arrangement for photography/videography preferably by maintaining a camera/video camera at site so that video photographs can be taken of a specific activity at any point of time.
26. The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.
27. Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and / or contract terms included in various tender documents. The tenderer shall suitably take into consideration such addenda/ corrigenda while submitting his tender. The tenderer shall return such addenda/ corrigenda duly signed and stamped as confirmation of its receipt and submit along with the tender document. All addenda/ corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.
28. Defect Liability period will be 12 Months from the date of final completion of the work.
29. Any increase in the existing taxes, levies & duties in the present tax structure will have to be borne by the contractor. The department will not make any separate payment towards any type of tax.
30. Any measures for soil stabilization during excavation shall be solely responsibility of contractor including design and execution. Contractor shall have to quote excavation item rates considering above measures. No extra payment shall be made for such measures.

31. The contractor will have to deploy full time manpower of two plumbers and one carpenter on site 24X7 during the whole contract period within the rate quoted. G.U will not make any additional payment towards the same. The contractor has to quote the rate accordingly.
32. The scope of work includes day to day current repairing work like leakage repairing, repairing plumbing line, plumbing fittings like elbow, tee, coupler etc. plumbing related items, minor work & special repairing work as per requirements of the department.
33. It is the sole responsibility of the Contractor to maintain the mentioned buildings during the contract period without any complaint. If any complaint arises the contractor will have to solve it within 2 hours, failing to which the penalty of Rs. 1000/- per complaint per hour will be imposed till the complaint is resolved.
34. It is the responsibility of the contractor to follow the system of G.U and co-ordinate with concern department.
35. It is the responsibility of the contractor to maintain the complaint register with closer report as per G.U format.
36. The Scope of work may be extended from beyond the mentioned buildings to the entire campus.
37. The Contractor has to deploy two Civil Engineer & three technical supervisors on site in day time and one technical supervisor in night time for day-to-day work and to resolve the complaint for the maintenance of the buildings.
38. The Contractor should work without disturbing the hospital staff & patient.
39. The contractor will have sufficient stock of routine consumable materials within the campus.
40. The contractor will have to deploy full time one office boy for G.U office during the whole contract period within the rate quoted. G.U will not make any additional payment towards the same. The contractor has to quote the rate accordingly .

SPECIAL CONDITIONS: TECHNICAL

1. Contractor shall be responsible for any accident or damage to road gutter, manholes, dustbins, water closet pipe line etc. or any inconveniency caused by contractor for which the necessary compensation shall be paid by the contractor or recovered from the bill as deem fit by the University.
2. If required the work shall be continued during the extended period without any extra rate and it terms & condition. The time limit of the works shall be considered accordingly.
3. It is the responsibility of the contractor to get the work done satisfactorily by arranging sufficient manpower tool tackles materials etc. as per the requirement. For poor performance of the works, reduced rates shall be paid and necessary action shall be taken as per Corporation's rules.
4. The contractor or his authorized representative shall remain present during working hours and as per requirement.
5. Any description is left out in item the work shall be executed as per the instruction of Engineer-in-charge.
6. If work is not carried out by the contractor, it will be got done at risk and cost of contractor and amount along with 15% supervision charges will be recovered from the bill.
7. If any dispute arises the booklet of "TENDER AND CONTRACT FOR WORKS" may be referred and it will be treated as part of the contract.
8. Contractor has to carry out the items as per the requirement as and when required and if he fails to carry out the work as required, recovery will be made as per Corporation's rules.
9. Quantities of each item shown in the tender is approximate and may vary up to any extent No claim shall be entertained for quantities of work, executed being more or less than those entered in the Schedule-B of the Tender.
10. For Any extra items, the SOR rates or the Rate analysis/MR finalized by Gujarat University shall be paid to contractor. No extra claim shall be entertained of such items.
11. The rate only items shall be considered for tender evaluation and those items shall be operated by Gujarat University as and when required.
12. Work shall be carried out as per the priority given by Engineer-in-charge.

13. The rate of the tender is firm and no any price escalation shall be paid to the contractor, for the contract period & extended period if any.
14. Look in to the urgency of the particular work. The Engineer-in-charge will instruct to take up and complete the particular job / work in specified time. Otherwise, to complete the work, Engineer-in-charge will arrange to execute the same without giving any notice or intimation to get the work executed through any other agency and recovery will be made as per University's rules.
- 15. Contractor shall establish the following at the site:**
- a. A pucca go down for all necessary material requiring protection from weather
 - b. Site office manned with One Project Manager (Be. Civil with minimum 10 years of experience), Two site supervisors (BE/Diploma Civil with minimum 5 years of experience) and necessary office staff and infrastructure. The site office must be equipped with internet and communication facilities. Computers and printer with necessary software shall be made available at site by the contractors.
16. In addition to the above, the site office shall have a dedicated enclosed and well-furnished office-space for the PMC Engineer and a meeting space. Responsibility to keep the site neat and clean and providing it will all necessary security shall be of the contractor.
17. Bidder is sole responsible for Design execution of precast building as per the LATEST IS CODES AND GOVERNMENT GUIDELINES.
18. Bidder shall submit all architectural design for approval of architecture regarding look and necessity of building.
19. Bidder shall submit THIRD party stability certificate compiling all guidelines as per the requirements of Client/Consultant.
20. After completion of work bidder must submit all design data as well as stability certificate for USE.
21. FOR ABOVE SUBMISSIONS NO EXTRA COST WILL BE GIVEN.

SPECIAL CONDITIONS FOR USE OF CEMENT IN WORK:

1. The rates in Schedule- 'B' are inclusive of cement cost. Contractor has to purchase fresh 43 / 53 grade cement confirming to as per IS 8112 -1991 or PPC (Fly ash Based) confirming to IS-1489 (Part-I) of approved brand by GUJARAT UNIVERSITY.
2. Contractor has to construct pucca go down at site of work so that cement bags be properly preserved to avoid damage due to any kind of weather. GUJARAT UNIVERSITY will in no way responsible for any damage, loss or theft of the same.

3. Contractor has to bring sufficient quantities of cement bags and at no time less than 200 (two hundred) bags to maintain progress of work. The work should not suffer for want of cement.
4. Cement should give the required strength of cement concrete.
5. To bring sufficient & timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of works and to complete the works in schedule time.
6. Contractor has to submit material A/c consumption of cement used with every bill. In case of not submitting the same, bill will not be passed. Party has to submit the copy of cement / purchase bill along with each RA Bill/Final Bill.
7. Empty cement bags are not to be returned to the University and contractor will be allowed to take away with written permission from Engineer-in-charge.
8. Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.
9. If GUJARAT UNIVERSITY's authorized representative wants to check cement stock at site, Contractor has to allow for the same at any time.
10. Contractor has to maintain day-to-day cement consumption balance account at site.
11. As far as possible, contractor has to maintain supply of cement of only one brand & grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accordance of condition No. (1) Will be allowed by Engineer-in-charge.
12. Contractor will be allowed to carry out work only after physical verification of cement brought at site.
13. Contractor shall have to use PPC (Fly Ash based) preferably as per the relevant I.S. codes.
14. The cement consumption will be considered as per the standardized norms of state P.W.D. / GUJARAT UNIVERSITY and accordingly the required quantity of cement shall have to be brought by the contractor and has to use the cement accordingly. Contractor should not use less than the prescribed quantities of cement even in the case of mix design recommends lower quantity. Nothing will be paid extra for over consumption.

Engineer-in-charge
GUJARAT UNIVERSITY

Registrar

Sign and Seal Of Contractor

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DECLARATION FORM

(To be submitted duly notarized on Rs 300/-Stamp paper)

I/We hereby declare that I/We have carefully studied the entire tender and condition of the contract, specification & other relevant documents of this work mentioned in the tender and abide by the same. Also I/We hereby and agree to execute the same accordingly.

I/We hereby abide to execute the contract agreement of the condition of the contract, specification & other relevant documents of this work or otherwise I/We will get copy of the same form the office of the tender inviting authority and the same will be acceptable to me /us. I/We hereby accept and confirm that any dispute on this regard shall not be entertained by the tender inviting authority.

I/We hereby declare that I/we have visited the work site and fully acquainted myself/ourselves with the local situation regarding materials, labor and other factors pertaining to the work before submitting this tender.

I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.

Signature of Contractor

Names

Seal,

Detail address

Registrar

Sign and Seal Of Contractor

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Schedule for Testing of Materials

For ensuring quality control and workmanship, various test prescribe below corresponding to the material concerned shall be taken as periodic intervals as stipulated below be taken. The Material shall be got tested Govt. recognized Laboratory (R & B) or field Laboratory of GERI (R & B).

Item No. as per Sch. B	Brief Description of Materials to be tested	Qty. of Material	Prescription of test which shall be carried out	Frequency @ which test shall be carried out	Total No. of Test to be taken
1.	Coarse aggregate (metal, kapachi, gravel)		- Gradation test - Impact Value - Flakiness Index -Abrasion test	CMT 1 to 100 – 1 test 100 to 500 – 3 tests 500 to 1500 – 5 tests 1500 to 5000 – 7 tests	
2.	Grit		- Gradation test - Impact Value - Flakiness Index -Abrasion test	CMT 1 to 100 – 1 test 100 to 500 – 3 tests 500 to 1500 – 5 tests 1500 to 5000 – 7 tests	
3.	Sand		- Special gravity - Water absorption - Fineness Modulus - Silt – Content - Soundness -Gradation test	1 test per 150 cum	
4.	Tiles		- Dimension Test - Transverse strength - Water Absorption - Abrasion Test	1 test per 2000 tiles	
5	Bricks		- Water absorption - Effluence - dimension and tolerance - Comprehensive Strength	1 Test per 50,000 Bricks	
6	Steel		- Tensile Strength - Yield Stress - Elongation	1 test per 40 tonnes per category	

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			- Size		
7	C.C. Cube test 1:2:4		- Compressive Strength	1 to 5 Cum. 1 No. - 6 to 15 Cum. 2 Nos. 16 to 20 Cum. 3 Nos. 21 to 50 Cum. 4 Nos. 51 & Above Cum. 4 + 1 for each Cum or part thereof	

SIGN OF CONTRACTOR

SPECIAL CONDITIONS OF THE WORK

1. The agency shall take all the required safety measures and observe all safety rules while carrying the above excavation works etc. to avoid any type of accident and damage. The contractor shall be held fully liable and responsible for any type of accident, injury, damage and loss etc. if occur at site till the completion of work.
2. The Gujarat University can split up this work by entrusting the orders to two or more agencies by splitting the quantities of items of the schedule –B in any proportion, at its own discretion at any time or delete one or more items as per the requirement. No any claim in any way will be entertained from contractor.
3. The contract shall be deemed to have carefully examined the site. The contractor should be deemed to have fully aware with the local site conditions & sounding structures and also all the terms & conditions scope drawings etc. Attached herewith. The bidders are ADVISE to visit the site, inspect the existing location of executing the work before quoting the rates. Any extra claims for extra items, rates etc. for any reason will not be entertained after acceptance of contract bid.
4. The rates are inclusive of all type of laborers, tools, tackles, equipment's, machineries, removed materials category wise, their protection, preservation, storing, loading, unloading, transporting for all leads lifts & elevations height/depths and inclusive of all risks & all liabilities, providing all safety precautions, Insurance, securities, site cleaning leveling dressing the sites etc. required for completion of the work in all respects.
5. The required labour licenses, permission of the Govt. authorities and insurances policies to be taken by the contractor in advance at no extra charges.
6. The responsibility and liability of manpower to be engaged for this work will be totally of contractor who has been awarded this contract and he will take away all these manpower in his

own establishments on completion of this contract. The GUJARAT UNIVERSITY will not be held any responsible and liable in any way in the matter

7. SPECIAL CONDITIONS FOR HEALTH, SAFETY & ENVIRONMENTAL NORMS

(Referred to as HSE norms)

The complete responsibility of compliance of health and safety of all the “persons at site” and all issues connected with environmental laws as well as pollution at site is placed on the contractor for which no additional amount shall be paid.

There shall be no vicarious liability on Gujarat University or any of its officials or the consultants or PMC agencies for any violation of any HSE provisions provided in Indian Standard Code, National Building Code, and Local authority statutory provisions for HSE and any other specific HSE parameters related to work. HSE manager and contractor/s shall remain solely and wholly liable for any such violation and its civil or criminal liabilities.

The “persons at site” shall include entire workforce as well as outsiders, visitors, by-standers and all other persons who are affected by any activity taking place at site.

Contractor shall appoint/nominate a representative from his end who shall be solely held responsible for all HSE related activities. This appointee shall be identified as HSE manager.

Contractor shall ensure that HSE manager appointed by him is completely aware of all health, safety & environmental protection procedures provided in Indian Standard Code, National Building Code, and Local authority statutory provisions for HSE and any other specific HSE parameters related to work being undertaken in the project. It shall be COMPLETE and nontransferable responsibility of the HSE manager to ensure that all HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work are followed.

Contractor agrees that he is aware of and is instructed regarding HSE procedures provided for under the Indian Standard Code, National Building Code, and Local authority statutory provisions for HSE and any other specific HSE parameters related to work and it is his responsibility to follow them to the word. If any violation of any HSE rules, laws, codes or measures is observed, contractor shall be solely responsible for negligence.

In case of any activity taken up at site that causes damage or loss to a person or property or causes injury or death of a living being; and the cause of accident is identified or adjudged to be negligence of any HSE procedure or violation of any HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work, contractor and his safety manager shall be held sole responsible for the same.

In the case of any event that results in damage or loss to a person or property or causes injury or death of a living being, contractor shall not be able to seek protection under not-being-informed or instructed regarding HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work, as he has been explicitly and specifically informed to follow all HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work from time to time and is made solely responsible to implement them.

Apart from general HSE measures, contractor is made aware of the safety to be followed during excavation work, especially the danger of collapse of excavated earth of the excavated pits and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during removal of formwork, especially the danger of collapse of formwork members as well as failure of structural members and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while working at a height, especially the danger of falling and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed to prevent people from falling into pits, holes, bore-wells, lift-shafts, duct or any other location falling from which can result in injury or death and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during use of hazardous materials and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, and Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while using mechanical and electrical equipment and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, and Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed to prevent electrical shock leading to injury or death and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during stacking, storing, placing or keeping of material or tools or equipment which can result in injury or death by falling or causing obstruction and is expected to all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while storing water or any other liquid that can lead to injury or death due to drowning and is expected to all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

If contractor or his HSE manager becomes aware of a situation or instruction that can or may lead to a HSE procedure violation, he shall not execute the instruction. He shall make a written representation of the HSE issue and shall execute the work only on receiving a written consent to do so. If written consent is not sought and instruction is executed, contractor shall be solely responsible for the HSE procedure violation.

Annexure - I
CONTRACT AGREEMENT

This agreement is made on the ____ day of ____ month, ____ year between the registrar Gujarat University, Ahmedabad (Hereinafter called "the employer")

And,

M/s, _____

(hereafter called "the contractor " on the other part")

PAN Card No: _____

Address: _____

Hence forth to be referred to as " _____ (name of contractor)" or "contractor/s" or "agency"

The said agreement is put in place for the specific and limited purpose of construction/renovation of _____ as per the tender ID no: _____ and all its binding and operative parts that was duly participated in by the contractor and is awarded the contract.

It is a non-transferable agreement.

This contract is part of the agreement for the construction/renovation of _____ along with all the parts of tender document (Technical bid, P.Q. documents, Price bid, specifications, schedules, Drawings) and subject to all the laws, statutes, rules, regulation and any other state or center directives from time to time that shall, if need be, ONLY as per the interpretation of Vice-Chancellor Gujarat University, supersede any/all conditions of this agreement.

Whereas the Employer is desirous that contractor execute _____

(Hereinafter called "the Works".) and the employer has accepted the bid by the contractor for the execution and completion of such work at a cost of _____ Rs. (in Figure),(in words)_____

NOW THIS AGREEMENT WITHLESS AS FOLLOWS

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to, and they shall be deemed to form and to be read and confused as part of this agreement.
2. In consideration of the payments to be made by the employers to the contractor as hereinafter mentioned the contractor hereby covenants with the employer to execute and complete the works and remedy any defects there in conformity in all aspects with the provision of the contract.
3. The employers hereby covenant to pay the contractor in consideration of the execution and completion of the works and the remedy the defects wherein contract price or such other sum as may become payable under the provision of the contract at the times and in the manners prescribed by the contract.

Read, understood, agreed to and signed by

Authorized representative of Gujarat University

M/s _____

Authorized representative of _____

M/s _____

DATE: _____

PLACE: -----

Check List of Documents Enclosed With Tender

Sr. No.	Particulars	Declaration (Strike out whichever is not applicable)
1	Check list of documents in the prescribed Performa,	Yes / No
2.	Earnest Money deposit paid for the value as indicated in Notice Inviting Tender,	Yes / No
3.	Formats enclosed-dully filled in and signed along with all required enclosures, complete as per Instruction to bidder	
4	Documents /details as per Status of the Bidder, with documentary proof	Yes / No

FORM 'A'

STRUCTURE AND ORGANIZATION

1	Name And Address of the company	
2	Telephone No.	
	Mobile no	
	Telex No.	
	Fax No.	
	E mail ID, Website	
3	Name of concern person	
4	Description of Company/whether Individual/Partnership/ Limited Co./Pvt Ltd or any other	
5	Documentary evidence for sr no- 6 above	
6	No. Of Year Experience in construction field.	
7	Name and address of the Bankers: -	
8	Income tax PAN Registration No Copy [Copy to be enclosed]	
9	You will have to submit registration certificate as per statutory requirement under contract labour laws (for the subject work. (If you have a copy of such certificate for executed work in past to be submitted)	Yes/ No
10	Whether enlisted as approved Contractor with GOG / Public Under taking /SEB / others if so please furnish details and copy of certificate in separate sheet	Yes/

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		No
1	Tax No. details.	-
1	VAT [State Sales Tax] No	
	Central Sales Tax C.S.T No	
	GST No.	
1 2	Provident Fund Registration Number – Copy attached	Yes/ No
1 3	Penalty Clause - Accepted Penalty for the work delayed /non completion/ nonperformance of the works will be imposed as mentioned in Technical bid-I –	Yes/ No
1 4	Prices/Charges- Accepted Prices / charges should be firm and fixed. No price increase will be allowed during tenure of contract due to any reason.	Yes/ No
1 5	Payment Terms – Accepted	Yes/ No
1 6	I. T. and other taxes Deduction. -Agree Taxes will be deducted as per prevailing Government rules from the monthly bill	Yes/ No
1 7	Validity of offer –Accepted	Yes/ No
1 8	Work completion period as per price schedule- accepted	Yes/ No
1 9	Declaration sheet - Attached Declaration in prescribed format on letter head of the bidder	Yes/ No

Note :- The above necessary information shall be supported with necessary documents otherwise the same shall be treated as null and void.

FORM 'B'

FINANCIAL STATEMENT

(Please fill as applicable)

1	Name of firm			
2	Attach audited balance sheet & Profit & Loss statement for the past 05(five)Year			
3	Approximate value of works in hand:	Rs.		
4	Bidders should have to submit the registration having with State R & B dept /CPWD/Electrical Board/Railway with 'A' class or above having registration of special category-II.			
5	Turnover /profit during last five years certified by chartered Accountant.	Year 2024-25 2023-24 2022-23 2021-22 2020-21 2019-20 2018-19	Turnover in RS.	Profit after Tax In Rs.
6	Name of the government entity for whom work carried out during last five years with copy of orders and satisfactory job completion certificate as per PQ criteria			
Sr. no	Name of clients / Nature of work	Work Order	Date of commencement & date of completion	Value in Rs.

Note: Information asked against each item to be carefully filled in, more preference to balance sheet in reply to above points is acceptable

1. The above details supported by last financial year Balance sheet / Profit & Loss account etc. must be audited by the chartered accountant.
2. The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void.
3. Certified copies of actual audit report by Chartered Accountant for the financial year 2015-16 to 2020-21 shall have to be attached.
4. Details of actual turnover last five years must be notarized by notary office.
5. Copy of unaudited provisional certificate of last year By Chartered Account shall be submitted.

FORM 'C'
PERSONNEL DETAILS

Name of the Applicant:

S.No.	Description	On Applicants Pay Roll
1.	Project Manager	
2.	Material and Quality Control Engineer	
3.	Works Manager (Main Civil works)	
4.	Number of Engineering Gradates a) Design b) Construction Supervision	
5.	Number of administrative grades	
6.	Number of Skilled employees	
7.	Number of Unskilled employees	
8.	Please indicate whether design, wherever required as per conditions of Bid, will be carried out in house or with the help of consultants.	
9.	If in house, please indicate the details of designs carried out over the last few years. If to be done by back – up consultants please give the data such as name of company, key personal and professional qualification, Present position, total experience number of engineering staff under each category of specification and details of work executed.	
10.	No. of Carpenters	
11.	No. of Bar Bender	
12.	No. of Concrete foreman	
Please indicate whether sub soil investigation as required under condition of contract will be carried out in house or With help of another agency.		

NOTE: It is expected that a Project Manager having in Degree in Civil Engineering having appropriate ten years of experience and two Supervising Engineer having Degree/Diploma in Civil Engineering with appropriate five years of experience of similar work and experience of materials testing and quality control shall be permanently deployed for the project.

FORM 'D'

PLANT & EQUIPMENT PROPOSED TO BE DEPLOYED BY THE APPLICANT FOR USE ON THE SUBJECT WORK

Sr. No.	Name of equipment	Total requirement			No. of each	Equipme nt	hand	Equipment to be procured		
		No. of units for the Project	Kind and make	Capacity		Year of Manu. & Present condition	Name of owner	No. of each	Capacity	Through purchase /Lease
1	Excavator Cum Loader									
2	Tipper / Dumper / Truck									
3	Generator for works									
5	Tandom / Vibratory Roller									
6	Water Tanker									
7	J.C.B.									
8	Mixer Machine with capacity									
9	Needle vibrator/ screed Vibrator with size									
11	Steel form work & plates									
12	Weight batch mix									
13(a)	TESTING FACILTY- compressivetest machine									
13(b)	Slump test									

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13 (c)	Sieve analysis									
14	Level and theodolite					-				
15	(II) Moulds (a) 150mm dia x 300mm height cylinder with capping component. (b) Cubes 150mm and 100mmsize. (c) Cubes 70.7mm for cement mortar									
16	Concrete mixer power driven 0.03-m ³ capacity.									
17	Flow table as per the relevant IS specifications.									
18	2000 Kn (Least count 10 Kn) compression testing machine for concrete cube.									
19	Equipment for slump test.									
20	Equipment for determination of specific gravity for fine and coarse aggregate as per IS 2386 (part 3) 1963									
2 1	Flexural attachments to compression testing machine.									

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2 2	Needle Vibrator									
2 3	Soundness testing operator forcement					-				
2 4	Theodolite									
2 5	Precision automatic level									
2 6	Precision staff									
2 7	Steel taps of road (a) Steel tape- 5 mt long (b) 10 mt long (c) 20 mt long (d) 30 mt long									

Note: -

1. The above information may be furnished for each machinery and equipment listed herewith.
2. The location of machinery should be furnished in detail i.e. [i] Site of work [ii] Own workshop [iii] Other places.
3. The document regarding ownership of machinery /equipment etc., and attested copies of purchase agreement if any must be enclosed.
4. Describe the fabrication and workshop facilities [a] to be set up site [b] to be sub contracted locally.
5. The above information shall be supported with necessary documents otherwise the same shall be treated as null & void. If leased indicate the date when the current lease expires.
6. The Agency can hire the machineries for from the other sources and proper written proof should be submitted for the same.

Signature of Bidder

SCHEDULE 'E'**EXPERIENCE ALL PROJECTS IN PROGRESS**

Give information about relevant projects in progress including the company has received a letter of intent but a formal contract has not yet been awarded.

Employer	Engineer Responsible for supervision	Location & Description of works	Value of Contract	Cost of work executed as on the date of this bid	Remaining work to be executed as on the date of this bid	Percentage of Practical Completion	Date of work order	Stipulated date of Completion of work	Likely date of Completion	Reason for Slow Progress if any.
1	2	3	4	5	6	7	8	9	10	11

Note :-

- 1) Attested copies of the latest certificate from the Employers with office seal & office outwork nos. with date may be attached. In case of private work sufficient authentic proof of work done along with details of financial transaction have to be furnished and list to be notarized.
- 2) Non-disclosure of any formation in the Schedule will result in disqualification of the bidder
- 3) This schedule shall to be attested by notary office.

Signature of Bidder

SCHEDULE 'F'

EXPERIENCE RELEVANT SIMILLAR PROJECTS COMPLETED

Please furnished information about relevant project completed over the last five years

Name of Employer	Name of location & type of work	Name of Engineer responsible for supervision	Accepted Contract price and Date (Rs. in lacs)	Final value as per bill prepared by the employer	Additional amount released if any through court claims or by award on arbitrate	Percentage participates of company in Project	Was Contract satisfactory completed including time
1	2	3	4	5	6	7	8

Note :-

- 1) Attested copies of the latest certificate from the Employers may be attached In Case of Private work. Sufficient authentic proofs of work done along with details of financial transactions have to furnish and list to be notarized.
- 2) Non-disclosure of any formation in the Schedule will result in disqualification of the bidder

Signature of Bidder

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- : DETAILS OF LITIGATION: -

Name of applicant / or parties:

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution as per format on letterhead. :

Years	Award for / or against applicant	Name of client Cause of Litigation & matter of dispute.	Disputed Amount in Rupees.

NOTE: -

- [1] The above information shall be supported with necessary documents otherwise the same shall be treated as null & void.
- [2] If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidder.

Signature of Applicant

Schedule – G

(FORM NO. 3A)

DETAILS OF SIMILAR WORK COMPLETED

- 1 Name of Contractor :
- 2 Name of work :
- 3 Estimated cost of work put to tender :
- 4 Revised Estimated cost :
- 5 Tender Amount :
- 6 Date of starting the work :
- 7 Date of completion of the work:(As per contract agreement)
- 8 Actual date of completion of work:
- 9 State whether the details as above:Given by the contractor are correct if not state as to what is the correctInformation
- 10 State whether the contractor has Executed the work in progress Satisfactory as per specification if not
Give the correct position of the work :
- 11 Period rate & amount of compensation
if levied :
- 12 Period of extension granted if any:
- 13 Reason for delay in granted if any :
- 14 Any other remarks : Particulars of work completed

Date:

Signature of Applicant