

# **Gujarat University**

Part I: Technical Bid

Tender No: CPCGU/0001/2025

**Tender Document** 

For

Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.

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#### LETTER FROM TENDERER

To, The Director, Centre for Professional Courses Gujarat University, Ahmedabad – 380009

PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up

(Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses,

Department 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 (enclosed certificate for site visit), 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 with Time Frame.

We enclose herewith Earnest Money Deposit of Rs. \_\_\_\_\_/- by Demand Draft / BG No: drawn on \_\_\_\_\_, in favors of "Centre for Professional Courses, 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,

Sign & Stamp of the Bidder

#### **GUJARAT UNIVERSITY**

#### **Tender Notice**

# PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.

The Director, Centre for Professional Courses, Gujarat University invites bids with two bid system for Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics) at the identified place at Gujarat University, Ahmedabad. - 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 Completio n
1	2	3	4	5	6
1	Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.	1,42,38,303.00	1,42,500.00	<b>10,000.00</b> (Non- refundable )	1 month

	Milestone Dates for Tendering	
1.	Tender Downloading Date	FROM 13 <sup>TH</sup> January 2025
2.	Tender Online submission	On or Before 06:00 PM, TO 21st January 2025
3.	Submission of tender (Technical bid part- 1 Including pre-qualification form and its documents) in physical form at Gujarat University, Ahmedabad.	
4.	Opening of Technical Bid	On 4:00 PM , 23 <sup>th</sup> January 2025
5.	Opening of Financial Bid	Will be intimated to the bidders online
6.	Bid Validity	180 Days from last date of submission of the bid

1. **Part-1 technical bid** shall be submitted physically in person at the office of Gujarat University, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009. Part-2 financial bid/Price bid shall be submitted by online only.

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

3. The e-tender can be downloaded from the website <u>www.nprocure.com</u> & <u>http://www.gujaratuniversity.ac.in</u>

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 / BG drawn in favor of The Centre for Professional Courses, 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 extraordinary 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 "**Bid for Supply**, **Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department 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. 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.
- 11. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check n-procure website 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 anytime thereafter.
- 12. 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 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.

- 13. 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.
- 14. 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.

15. 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.

- 16. 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.
- 17. 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.

- 18. Other details can be seen in the bidding documents.
- 19. It is advice to inspect site with competent authority and get certificate of site inspection and attach the same with Part-I Technical Bid.
- 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 TENDERERS**

- 1. Incomplete or conditional tenders shall be rejected.
- 2. The Director, Centre for Professional Courses, Gujarat University reserves right to accept/reject any/all bids without assigning any reasons thereof.
- 3. The rates offered by the bidder are to be inclusive of all taxes and GST also.
- 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.
- 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.

The Director, Centre for Professional Courses

Date: Gujarat University, Ahmedabad

#### PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department 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.

The Director

Centre for Professional Courses, Gujarat University

#### **EVALUATION CRITERIA FOR QUALIFICATION**

#### Minimum Eligibility Criteria:-

1. The Bidder should be original manufacturer or their sole selling Agents / Authorized Distributors / Dealers (Bidder should have such authority since last 5 years) and having the experience for the such / similar type of work. If the OEM Certificate not submitted online / Physical the bidder will be disqualified from the tender.

2. The Bidder should have Bank Solvency for the year 2025 of Nationalized Bank or Scheduled Bank for Equaling / not less than 20% Amount put to tender. (Upload the require / supporting Documents by scan).

3. The Bidder should have achieved Annual Turnover of average 15 Crore of tender amount. (Furnish the information in certificate of Chartered Accountant).

4. The Bidder has to provide certificate of parts availability from OEM for 5 years from the date of installation. Please attached Authorization Letter for specific tender. General Authorization Certificate will not be considered.

5. The Bidder has to provide Authorization for this tender especially from OEM, General Authorization Certificate will not be considered.

6. The Bidder should have experience of having successfully completed similar works during last 10 years ending last day of the month previous to the one in which applications are invited should be either of the following.

a. Three similar completed works having cost not less than 40% of the amount put to tender. Or

b. Two similar completed works having cost not less than 60% of the amount put to tender. Or

c. One similar completed works having cost not less than 80% of the amount put to tender. (Work Completion Certificate along with Final Bill of Quantity)

7. The Bidder should have at least 5 years' experience of installation of Audio, Visual and Security system with any Government / Semi Government / Municipal Corporation / with Civil & Electrical Contractor in Government work / Nagarpalika in last 5 years.

8. The Bidder should have GST Certificate with necessary documents.

9. The Bidder should have EPF Registration.

10. The Bidder should have ESI Certificate.

11. The Bidder should have Electrical / Civil Contractor License of Class "B" of any State.

- 12. The Bidder should have ISO Certificate.
- 13. The Bidder should have MSME Certificate.

Note: The Agency shall submit all the documents duly scanned along with Pre-Qualification Bid / Technical Bid. Price Bid of the Agencies which fulfill the above Pre-Qualifying Criteria shall not be opened.

#### Other Requirements to be submitted: <u>A. Bidder's registration</u>

Only those bidders whose names are borne on the approved list of registered contractors in the "**Class B** registered in R&B/State Government/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.

#### C. Bidding in E-

#### <u>tendering</u>

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 with in 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 or MOM of Private Limited deed.
- Attested copy of power of attorney, if any for signing the bid documents.
- Company registration details
- Copy of registration of GST and pan card.
- 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
- An undertaking for truth-fullness of information furnished

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 inviting tender)	2019-20	1.0
-1	2020-21	1.10
-2	2021-22	1.21
-3	2022-23	1.33
-4	2023-24	1.46
-5	2024-25	1.61

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

> The Director, Centre for Professional Courses Gujarat University

Ahmedabad

#### **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. It is advice to inspect site with competent authority and get certificate of site inspection and attach the same with Part-I Technical Bid. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.

- **4.** 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.
- **5.** After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
- **6.** Price quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation.
- **7.** 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.
- **8.** The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
- **9.** 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
- **10.** Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.
- **11.** GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.

**12.** 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

& where 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.

- **13. 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 Aggrement sheet attached below as annexure:I)**
- **14.** 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.

**15.** 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.

- **16.** 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.
- 17. 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 wish to submit.

- **18.** 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.
- **19.** No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
- **20.** No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.

#### 21. The Bidders shall note:

a. No price escalation on any account, shall be payable.

**22.** 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 "Including of GST".

**23.** The contractor shall have to pay the amount of GST to the respective department as early as possible as per prevailing rules.

- **24.** The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder )
- **25.** On submission of Equipment Bill 100% Payment will be made to the contractor by GUJARAT UNIVERSITY. It is required to submit Invoice in prescribed format of Gujarat University. R. A. Bill: R. A. bill payment shall be made only at the end of the month. 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.
- **26.** The work shall be completed within the period stipulated in the contract.
- **27. 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 SD is as under.

**Initial security Deposit:** Appointed bidder shall have to pay security deposit of 10 % 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 (DLP). 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. Once PBG / DD submitted as Security Deposit, EMD may be released immediately to the successful Bidder.

- **28.** 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.
- 29. 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.
- **30.** Work carried under this contract shall be completed in all respects within **within the stipulated time** 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 commerce 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 approves 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 states 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.** Bills shall be submitted by the contractor after the end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.
- **8.** 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.

#### 9. 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.

- **10. 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.
- **11. No Claim For Compensation for Delay in staring 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.
- **12. 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.

13. 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. 100% Payment for the Equipment will be released as advance along with the work order

#### 14. 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.

#### SPECIAL CONDITIONS: TECHNICAL

- **1.** 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.
- **2.** 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.
- **3.** The contractor or his authorized representative shall remain present during working hours and as per requirement.
- **4.** Any description is left out in item the work shall be executed as per the instruction of Engineer- in-charge.
- **5.** 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.
- **6.** 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.
- **7.** Quantities of each item shown in the tender is approximate and may very 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.
- **8.** 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.
- **9.** The rate only items shall be considered for tender evaluation and those items shall be operated by Gujarat University as and when required.
- **10.** Work shall be carried out as per the priority given by Engineer-in-charge.
- **11.** Gujarat University reserves the right to award the work in parts to one or more agencies due to the time bound nature of the requirements. The contractor shall submit an affidavit confirming his readiness for accepting part work and/or part-work-order without raising objection/rate revision. A bid without this affidavit shall be rejected. In case of a contractor objecting to this clause on award of the work, the EMD submitted by him shall be seized by Gujarat University as the same shall be treated as breach of conditions of the tender.
- **12.** 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.
- **13.** 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.

14. Price Evaluation: Price will be evaluated on L1 plus marking system. Bidder who stands highest marks for technical evaluation plus lowest price in Price Bid will be awarded with work order. Price for O & M will be not consider in lowest price evaluation, only equipment price with installation will be evaluated.

University reserves the right to award O & M Work Order.

Engineer-in-charge GUJARAT UNIVERSITY

#### **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 regards 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 Contractor Names of

Seal, Detail address

### <u>Annexure - i</u> CONTRACT AGREEMENT

This agreement is made on the \_\_day of \_\_month, \_\_year between the The Director, Centre for Professional Courses, Gujarat University, Ahmedabad (Hereinafter called "the employer")

And,

M/s,\_\_\_\_\_

(here after called "the contractor " on the other p art ")

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 covenants 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.	Particular	Declaration (Strike out
	S	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	Yes /
	Notice	No
	Inviting Tender,	
3.	Formats enclosed-dully filled in and signed along with all red	quired enclosures ,
	complete as per Instruction to bidder	
4	Documents /details as per Status of the Bidder, with	Yes /
	documentary proof	No

#### 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)	
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/ No
11	Tax No. details. VAT [State Sales Tax] No	
	Central Sales Tax C.S.T No	
	GST No.	
12	Provident Fund Registration Number – Copy attached	Yes/ No

13	Penalty Clause - Accepted Penalty for the work delayed /non completion/ non performance of the works will be imposed as mentioned in Technical bid-I –	Yes/No
14	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
15	Payment Terms – Accepted	Yes/No
16	I. T. and other taxes DeductionAgree Taxes will be deducted as per prevailing Government rules from the monthly bill	Yes/No
17	Validity of offer –Accepted	Yes/ No
18	Work completion period as per price schedule- accepted	Yes/ No
19	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 'AA' class or having registration of special category-L			
5	Turnover /profit during last five years certified by charted Accountant.	Year 2020-21 2021-22 2022-23 2023-24 2024-25	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 No	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 charted 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 2020-21 to 2024-25 shall have to be attached.
- 4. Details of actual turnover last five years must be notarised by notary office.
- 5. Copy of unaudited provisional certificate of last year By Charted Account shall be submitted.

### SCHEDULE

#### **'E'**

# EXPERIENCE ALL PROJECTS IN PROGRESS

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

Employer	Enginee r Responsibl e for supervisio n	Location & Descriptio n of works	Value of Contract	Cost of work execute d as on the date of this bid	Remainin g work to be executed as on the date of this	Percentage of Practical Completion	Date of work order	Stipulate d date of Completio n 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 disqualified of the bidder

3) This schedule shall to be attested by notary office.

Signature of Bidder

#### SCHEDULE

**'F'** 

#### EXPERIENCE RELEVANT SIMILLAR PROJECTS

**COMPLETED** <u>Please furnished information</u> about relevant project completed over the last five years

Name of	Name of	Name of	Accepted	Final value	Additional	Percentage	Was
Employer	location	Engineer	Contract	as	amount	participates	Contract
	& type of	responsible	price and	per bill	released if any	of company	satisfactory
	work	for	Date (Rs. in	prepared by	through court	in Project	completed
		supervision	lacs)	the	claims or by award		including
				employer	07		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

#### -: 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	Name of client Cause of	Disputed Amount in

### 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. 3

Referred to in Rules No.5 to (b) (II) A)

#### 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 correct Information

- 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

Form No.3A to be notarized



# **Gujarat University**

Part I: Technical Bid

Tender No: CPCGU/0001/2025

**Tender Document** 

For

Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.

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	SCHEDULE-B	

#### LETTER FROM TENDERER

To, The Director, Centre for Professional Courses Gujarat University, Ahmedabad – 380009

PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up

(Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses,

Department 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 (enclosed certificate for site visit), 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 with Time Frame.

We enclose herewith Earnest Money Deposit of Rs. \_\_\_\_\_/- by Demand Draft / BG No: drawn on \_\_\_\_\_, in favors of "Centre for Professional Courses, 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,

Sign & Stamp of the Bidder

#### **GUJARAT UNIVERSITY**

#### **Tender Notice**

# PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.

The Director, Centre for Professional Courses, Gujarat University invites bids with two bid system for Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics) at the identified place at Gujarat University, Ahmedabad. - 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 Completio n
1	2	3	4	5	6
1	Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department at Gujarat University, Ahmedabad.	1,42,38,303.00	1,42,500.00	<b>10,000.00</b> (Non- refundable )	1 month

	Milestone Dates for Tendering	
1.	Tender Downloading Date	FROM 13 <sup>TH</sup> January 2025
2.	Tender Online submission	On or Before 06:00 PM, TO 21st January 2025
3.	Submission of tender (Technical bid part- 1 Including pre-qualification form and its documents) in physical form at Gujarat University, Ahmedabad.	
4.	Opening of Technical Bid	On 4:00 PM , 23 <sup>th</sup> January 2025
5.	Opening of Financial Bid	Will be intimated to the bidders online
6.	Bid Validity	180 Days from last date of submission of the bid

1. **Part-1 technical bid** shall be submitted physically in person at the office of Gujarat University, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009. Part-2 financial bid/Price bid shall be submitted by online only.

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

3. The e-tender can be downloaded from the website <u>www.nprocure.com</u> & <u>http://www.gujaratuniversity.ac.in</u>

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 / BG drawn in favor of The Centre for Professional Courses, 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 extraordinary 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 "**Bid for Supply**, **Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department 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. 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.
- 11. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check n-procure website 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 anytime thereafter.
- 12. 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 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.

- 13. 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.
- 14. 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.

15. 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.

16. 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.

17. 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.

18. Other details can be seen in the bidding documents.

19. It is advice to inspect site with competent authority and get certificate of site inspection and attach the same with Part-I Technical Bid.

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 TENDERERS**

- 1. Incomplete or conditional tenders shall be rejected.
- 2. The Director, Centre for Professional Courses, Gujarat University reserves right to accept/reject any/all bids without assigning any reasons thereof.
- 3. The rates offered by the bidder are to be inclusive of all taxes and GST also.
- 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.
- 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.

The Director, Centre for Professional Courses

Date: Gujarat University, Ahmedabad

#### PROJECT: Supply, Installation, Testing and Commissioning of Studio Set up (Audio, Visual, Lighting, Acoustics, Electric) at Center for Professional Courses, Department 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.

### The Director

Centre for Professional Courses, Gujarat University

#### **EVALUATION CRITERIA FOR QUALIFICATION**

#### Minimum Eligibility Criteria:-

1. The Bidder should be original manufacturer or their sole selling Agents / Authorized Distributors / Dealers (Bidder should have such authority since last 5 years) and having the experience for the such / similar type of work. If the OEM Certificate not submitted online / Physical the bidder will be disqualified from the tender.

2. The Bidder should have Bank Solvency for the year 2025 of Nationalized Bank or Scheduled Bank for Equaling / not less than 20% Amount put to tender. (Upload the require / supporting Documents by scan).

3. The Bidder should have achieved Annual Turnover of average 15 Crore of tender amount. (Furnish the information in certificate of Chartered Accountant).

4. The Bidder has to provide certificate of parts availability from OEM for 5 years from the date of installation. Please attached Authorization Letter for specific tender. General Authorization Certificate will not be considered.

5. The Bidder has to provide Authorization for this tender especially from OEM, General Authorization Certificate will not be considered.

6. The Bidder should have experience of having successfully completed similar works during last 10 years ending last day of the month previous to the one in which applications are invited should be either of the following.

a. Three similar completed works having cost not less than 40% of the amount put to tender. Or

b. Two similar completed works having cost not less than 60% of the amount put to tender. Or

c. One similar completed works having cost not less than 80% of the amount put to tender. (Work Completion Certificate along with Final Bill of Quantity)

7. The Bidder should have at least 5 years' experience of installation of Audio, Visual and Security system with any Government / Semi Government / Municipal Corporation / with Civil & Electrical Contractor in Government work / Nagarpalika in last 5 years.

8. The Bidder should have GST Certificate with necessary documents.

9. The Bidder should have EPF Registration.

10. The Bidder should have ESI Certificate.

11. The Bidder should have Electrical / Civil Contractor License of Class "B" of any State.

- 12. The Bidder should have ISO Certificate.
- 13. The Bidder should have MSME Certificate.

Note: The Agency shall submit all the documents duly scanned along with Pre-Qualification Bid / Technical Bid. Price Bid of the Agencies which fulfill the above Pre-Qualifying Criteria shall not be opened.

# 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 B** registered in R&B/State Government/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.

# C. Bidding in E-

#### <u>tendering</u>

- 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 with in 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 or MOM of Private Limited deed.
- Attested copy of power of attorney, if any for signing the bid documents.
- Company registration details
- Copy of registration of GST and pan card.
- 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
- An undertaking for truth-fullness of information furnished

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 inviting tender)	2019-20	1.0
-1	2020-21	1.10
-2	2021-22	1.21
-3	2022-23	1.33
-4	2023-24	1.46
-5	2024-25	1.61

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

> The Director, Centre for Professional Courses Gujarat University

Ahmedabad

#### **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. It is advice to inspect site with competent authority and get certificate of site inspection and attach the same with Part-I Technical Bid. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.

- **4.** 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.
- **5.** After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
- **6.** Price quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation.
- **7.** 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.
- **8.** The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
- **9.** 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
- **10.** Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.
- **11.** GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.

**12.** 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

& where 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.

- **13. 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 Aggrement sheet attached below as annexure:I)**
- **14.** 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.

**15.** 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.

- **16.** 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.
- 17. 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 wish to submit.

- **18.** 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.
- **19.** No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
- **20.** No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.

#### 21. The Bidders shall note:

a. No price escalation on any account, shall be payable.

**22.** 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 "Including of GST".

**23.** The contractor shall have to pay the amount of GST to the respective department as early as possible as per prevailing rules.

- **24.** The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder )
- **25.** On submission of Equipment Bill 100% Payment will be made to the contractor by GUJARAT UNIVERSITY. It is required to submit Invoice in prescribed format of Gujarat University. R. A. Bill: R. A. bill payment shall be made only at the end of the month. 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.
- **26.** The work shall be completed within the period stipulated in the contract.
- **27. 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 SD is as under.

**Initial security Deposit:** Appointed bidder shall have to pay security deposit of 10 % 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 (DLP). 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. Once PBG / DD submitted as Security Deposit, EMD may be released immediately to the successful Bidder.

- **28.** 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.
- 29. 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.
- **30.** Work carried under this contract shall be completed in all respects within **within the stipulated time** 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 commerce 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 approves 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 states 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.** Bills shall be submitted by the contractor after the end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.
- **8.** 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.

#### 9. 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.

- **10. 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.
- **11. No Claim For Compensation for Delay in staring 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.
- **12. 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.

13. 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. 100% Payment for the Equipment will be released as advance along with the work order

#### 14. 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.

#### SPECIAL CONDITIONS: TECHNICAL

- **1.** 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.
- **2.** 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.
- **3.** The contractor or his authorized representative shall remain present during working hours and as per requirement.
- **4.** Any description is left out in item the work shall be executed as per the instruction of Engineer- in-charge.
- **5.** 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.
- **6.** 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.
- **7.** Quantities of each item shown in the tender is approximate and may very 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.
- **8.** 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.
- **9.** The rate only items shall be considered for tender evaluation and those items shall be operated by Gujarat University as and when required.
- **10.** Work shall be carried out as per the priority given by Engineer-in-charge.
- **11.** Gujarat University reserves the right to award the work in parts to one or more agencies due to the time bound nature of the requirements. The contractor shall submit an affidavit confirming his readiness for accepting part work and/or part-work-order without raising objection/rate revision. A bid without this affidavit shall be rejected. In case of a contractor objecting to this clause on award of the work, the EMD submitted by him shall be seized by Gujarat University as the same shall be treated as breach of conditions of the tender.
- **12.** 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.
- **13.** 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.

**14.** Price Evaluation: Price will be evaluated on L1 plus marking system. Bidder who stands highest marks for technical evaluation plus lowest price in Price Bid will be awarded with work order. Price for O & M will be not consider in lowest price evaluation, only equipment price with installation will be evaluated.

University reserves the right to award O & M Work Order.

Engineer-in-charge GUJARAT UNIVERSITY

#### **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.

\_hereby abide to execute the contract agreement of the I/We condition of the contract, specification & other relevant documents of this work or otherwise \_\_will get copy of the same form the office of the tender inviting I/We \_ authority and the same will be acceptable to me /us. I/We hereby accept and confirm that any dispute on this regards 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 Contractor Names of

Seal, Detail address

# <u>Annexure - i</u> CONTRACT AGREEMENT

This agreement is made on the \_day of \_month, \_year between the The Director, Centre for Professional Courses, Gujarat University, Ahmedabad (Hereinafter called "the employer")

And,

M/s,\_\_\_\_\_

(here after called "the contractor " on the other p art ")

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 covenants 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.	Particular	Declaration (Strike out
	S	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 rec complete as per Instruction to bidder	quired enclosures ,
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)	
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/ No
11	Tax No. details. VAT [State Sales Tax] No	
	Central Sales Tax C.S.T No	
	GST No.	
12	Provident Fund Registration Number – Copy attached	Yes/ No

13	Penalty Clause - Accepted Penalty for the work delayed /non completion/ non performance of the works will be imposed as mentioned in Technical bid-I –	Yes/No
14	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
15	Payment Terms – Accepted	Yes/No
16	I. T. and other taxes DeductionAgree Taxes will be deducted as per prevailing Government rules from the monthly bill	Yes/No
17	Validity of offer –Accepted	Yes/ No
18	Work completion period as per price schedule- accepted	Yes/ No
19	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			
1				
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 'AA'			
	class or having registration of special category-L			
5	Turnover /profit during last five years	Year	Turnover in RS.	Profit after
	certified			Tax In Rs.
	by charted Accountant.			
		0000 01		
		2020-21		
		2021-22		
		2022-23		
		2023-24		
		2024-25		
		2027-25		
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			
	completion continente ao por 1 y enteria			
Sr.	Name of clients / Nature of work	Work	Date of	Value in Rs.
		Order	commencement &	
no		No	date of	
			completion	
L				

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 charted 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 2020-21 to 2024-25 shall have to be attached.
- 4. Details of actual turnover last five years must be notarised by notary office.
- 5. Copy of unaudited provisional certificate of last year By Charted Account shall be submitted.

#### SCHEDULE 'E'

#### EXPERIENCE ALL PROJECTS IN PROGRESS

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

Employer	Enginee r Responsibl e for supervisio n	Location & Descriptio n of works	Value of Contract	Cost of work execute d as on the date of this bid	Remainin g work to be executed as on the date of this	Percentage of Practical Completion	Date of work order	Stipulate d date of Completio n 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 disqualified of the bidder

3) This schedule shall to be attested by notary office.

Signature of Bidder

#### EXPERIENCE RELEVANT SIMILLAR PROJECTS

**COMPLETED** <u>Please furnished information</u> about relevant project completed over the last five years

Name of	Name of	Name of	Accepted	Final value	Additional	Percentage	Was
Employer	location	Engineer	Contract	as	amount	participates	Contract
	& type of	responsible	price and	per bill	released if any	of company	satisfactory
	work	for	Date (Rs. in	prepared by	through court	in Project	completed
		supervision	lacs)	the	claims or by award		including
				omployor	07		timo
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

# -: 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	Name of client Cause of	Disputed Amount in

### 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. 3

A)

Referred to in Rules No.5 to (b) (II)

#### 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 correct Information
- 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

Form No.3A to be notarized