

VALSADNAGARPALIKA

Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.

PROJECT FUNDED UNDER AMRUT SCHEME

VOLUME – I TECHNICAL BID

Milestone Dates	
Online Downloading of Technical Bid & Price Bid	13/10/2018 to 03/11/2018 up to 18.00 hrs.
Pre – Bid Conference	24/10/2018 at 12.00 hr @ Valsad Nagarpalika
Last Date of Online Submission of Technical Bid & Price Bid	03/11/2018 up to 18.00 hrs.
Last Date for Physical Submission of Tender Fee, EMD and other Documents	14/11/2018 up to 16.00 hrs.
Online Opening of the Technical Bid	20/11/2018 at 12.00 hrs.

CONSULTANT:

TATA Consulting Engineers Ltd.
1st Floor, Office No 106-109
"B" Atria Complex,
KH-O, Sargasan Cross road,
Gandhinagar - 382427

CLIENT:

Chief Officer
Valsad Nagarpalika,
Azad Chowk,
Valsad 396 001
Ph no. 02632-242702, 242605
E-mail: 'np_Valsad@yahoo.co.in'

VALSAD NAGARPALIKA**VALSAD**

Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.

VOLUME – I**TECHNICAL BID****INDEX**

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VALSAD NAGARPALIKA**ONLINE E-TENDERING**

Chief Officer, ValsadNagarPalika invites EPC Tenders on line in single stage two bid system for the work shown in the schedule given below respectively :-

1.0	Work Description	Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.
2.0	Estimated Cost	Rs.16,72,10,800/-
3.0	EMD	Rs. 16,72,108/-
4.0	Tender Fee	Rs. 18000/- (Non-refundable)
5.0	Qualification of Bidder	Duly registered with State/Central Govt./Municipal Corporation/PSU/Agencies in Class- "AA" or Above

The detail tender notice & Bid Documents will be available on the website:

www.valsadnagarpalika.org and notice can be seen on

www.nprocure.com from **date: 13/10/2018 to 03/11/2018** The Municipal

Engineer reserves the right to reject any or all offers received without

assigning any reasons thereof. Further details, if any, may be obtained from

Chief Officer, ValsadNagarPalika.

Ph no. 02637- 258029

Chief Officer

Date: /10 /2018 ValsadNagarPalika

Place: Valsad Valsad

DETAILED TENDER NOTICE

Organization Name	Valsad Nagarpalika	
Department Name	Chief Officer Valsad Nagarpalika., Azad Chowk, Valsad 396001	
Name	Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.	
Tender Type	Open Online	
Bidder Nationality	LCB (Local Competitive Bidding)	
Qualification of Bidder	Duly registered with State / Central Govt. / Municipal Corporations / P.S.U. / Agencies in Class "AA" or above.	
Type of Contract	EPC Contract	
Bidding Type	Single stage	
Bidding Currency	Single (Rupees)	
Rebate	Applicable	
Joint Venture	Not Allowed	
Consortium	Not Allowed	
Schedule of E-Tender	Document downloading date & time	13/10/2018 to 03/11/2018 up to 18:00 hrs
	Pre-Bid Meeting date & time	24/10/2018 at 12.00 hr @ Chief Officer's Office
	Last date & time of online Bid submission	03/11/2018 up to 18:00 hrs
	Physical submission of EMD, Document Fee, PQ bid and Supporting documents	14/11/2018 up to 16:00 hrs. to Chief Officer Valsad by RAPD or Speed Post only
	Opening of PQ Bid (Online) & Technical Bid	20/11/2018 at 17:00 hrs.
	Opening of Price Bid (Online)	Intimated Later to successful bidders Only
	Bid validity period	180 days from opening of bid on line
	Project Duration	18 Months from the date of notice to proceed issued by Chief Officer, Valsad Nagarpalika (Including Monsoon period & three months trial run)

Payment Details	Document Fee	Rs.18,000/- (Rupees Eighteen Thousand Only) in favour of "Chief Officer, Valsad Nagapalika " in form of Demand Draft shall be issued by any nationalized bank or as per list mentioned in GR of Finance Department, GR. No: GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018(Enclosed)
	EMD	Rs. 16,72,108/- (Rupees Sixteen Lakhs Seventy Two Thousand One Hundred Eight Only). EMD in form of BG/FDR/DD in the name of Chief Officer, Valsad Nagarpalikavalid up to 28 days from the date of online closure of the bid validity period of 180 days i.e. (Total of 180+28=208 days) , shall be issued by any nationalized bank or as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018 (Enclosed)
	Estimated Value	Estimated Cost: Rs. 16,72,10,800/- (Rupees Sixteen Crores Seventy Two Lakhs Ten Thousand Eight Hundred Only)
General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per Information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution.</p> <p>DOWNLOAD OF TENDER DOCUMENT: -</p> <p>The tender document for these works is available only in Electronic format which can be download free of cost by the bidder from the internet site www.nprocure.com</p> <p>SUBMISSION OF TENDER: -</p> <p>Tenderer shall submit their offer in Electronic format on above mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same.</p> <p>Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD in form of DD/FDR//Bank Guarantee details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and this submission shall mean that Tender Fee and EMD are received for Purpose of Opening the Bid. Accordingly offer of only those bidders shall be opened whose tender fee and EMD is received electronically. However for the purpose of realization of instrument of tender fee & EMD, bidder shall send the same in original through RPAD/SPEED POST only so as reach to Chief Officer Valsad Nagarpalika, Valsad during office hours on or before the last date of the physical submission of the tender.</p> <p>The intending bidders shall have to submit the following documents in Physical form along with the EMD and tender fees.</p>	

	<p>(a) Documents required for evaluation as sought in different annexure duly digitally signed.</p> <p>(b) Scanned copy of BG/FDR as EMD.</p> <p>(c) Scanned copy of Demand Draft as tender fee.</p> <p>(d) The Contractor shall enter in to an Agreement with the GNP on Rs. 100 Stamp Paper in the case of submission of BG, DD or Cash as SD and not to pay separate stamp duty. Require value of stamp paper for agreement is 4.25% of Security Deposit in the case of FD, NSC or બચત ડાલ.</p> <p>(e) Scanned copy of contractor's registration certificate (AA Class or above) in Govt. of Gujarat (R&B/WRD/GWSSB) and for others as mentioned below: CPWD/ Railway and other State Governments equivalent to class "AA Class or above" of Gujarat State/ Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organizations of state & central government including all Public Sector Units equivalent to "AA" class of Gujarat state having the above stated criteria, such Contractor shall have to apply on or before the last date of Submission of Tender documents to get himself registered in "AA" class in Government of Gujarat R&B/WRD/GWSSB and obtain registration in "AA" class before the date of finalization of work order of Project Contract to be issued, if awarded. The proof of application for Registration in "AA or above" class shall have to be uploaded with the Tender documents.</p> <p>(f) Scanned copy of PAN Card.</p> <p>(g) Scanned copies of Experience certificates showing successful completion of work (with certificate)</p> <p>(h) Scan copies of financial documents.</p> <p>The Bidder should submit price Bid electronically only. Price bid in physical form shall Not be accepted and any such offer if received by Chief Officer, Valsad Nagarpalikasame will be out rightly rejected.</p> <p>Technical bid in physical form is required to be submitted by all bidders. However, for lacking Documents GNP will ask to submit the contractor if found necessary.</p> <p>Bidders are need not to submit tender volumes in hard copy but L1 bidder will download all the tender volumes, his price bids, all addendums, etc. and will submit in three sets with his sign and seal at time when he receives LOI.</p>
	<p>OPENING OF TENDER: -</p> <p>The TechnicalBidwillbe opened on the specified date online on website www.nprocure.com Bidders or their representative who wish to participate in online tenderopeningcan log on to www.nprocure.com on the due date and time, mark their presence and participate in online tender opening. Bidders who wish to remain present at Chief Officer, Valsad Nagarpalika premises at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present. Date of opening of Price bid will be informed only to the technically qualifying bidders.</p>

<p>Information for online participation</p>	<ol style="list-style-type: none"> 1. Internet site address for e-Tendering activities will be www.nprocure.com 2. Interested bidders can view detailed tender notice and download tender documents from the above mentioned website. 3. Bidders who wish to participate in online tender shall have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process. 4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact M/S (n)code Solution 301, G.N.F.C. Info Tower, Near The Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 Tel: +91 79 26857317 Tel: +91 79 26857318 E-Mail: nprocure@ncode.in 5. URL: www.nprocure.com 6. Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only. 7. Bidder should upload scan copies of reference documents in support of their eligibility of the bid. 8. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, Technical bid document & Reference Documents in hard copy if such instructions are given by tendering authority.
<p>General Instruction</p>	<ol style="list-style-type: none"> 1. The Bid Document Fee will not be refunded under any circumstances. 2. EMD in the form as specified in tender document only shall be accepted. 3. The offer shall be valid for 180 days from the last date of online submission of bid. 4. Tenders without Bid Document Fee, Earnest Money Deposit (EMD), Valid Registration Certificate and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation. 5. Not more than one tender shall be submitted by a Bidder. 6. Conditional tender shall not be accepted.

	<p>7. Chief Officer, Valsad Nagarpalika reserves the right to accept the lowest responsive offer, based on evaluation of package and reject any or all tenders without assigning any reason.</p> <p>8. The notice shall form a part of contract document</p> <p>9. The bidders are advised to read carefully the “Instruction” and “Eligibility Criteria” contained in the tender documents.</p>
Qualifying Criteria	As per tender Documents
Contact person	For further details of any query regarding the tender Contact to: Chief Officer Valsad Nagarpalika Valsad 396 001 Ph. 02637-258029

Date: /10/2018

Place: Valsad
Valsad

Chief Officer

Valsad Nagarpalika

MEMORANDUM OF WORK IN BRIEF

Name of work:"Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years."

Name of Employer :Chief Officer, Valsad Nagarpalika

- a. **Name of concerned @Valsad Nagarpalika:**Chief Officer
 - b. **Address:**ValsadNagarpalika,Valsad -396001
 - c. **Estimated Cost:**As Mentioned in Tender Notice
1. **Time allowed for completionof the work :**As Mentioned in Tender Notice
 2. **Amount of Earnest Money deposit (E.M.D.) as specified in the bid:** As Mentioned in Tender Notice.

Mode of submission of tender documents:

- a. Technical bid & Price bid duly filled inwith : Online submission only on Scanned copy of EMD and tender fee and www.nprocure.com other supporting documents.
- b. Other documents in Hard copy Registration : "Address of the Chief Officer, Valsad Certificate, IT certificate, Tender fee, EMD, Nagarpalika, Valsad (Project) By solvency certificate (Min 400 lacs,required RPAD/ SPEEDPOST only. supporting documents& tender volumes.

Note: Tenders sent by any other mode than specified in 2a &2b above will be outrightly rejected.

3. **Validity period of theoffer :** 180 days from the last date of online submission of bid.
4. **Opening of the Tender :** On the date specified, the electronic tender box will be opened:
5. **Place of opening :** As specified in the Tender Notice
6. **Date & Time of Opening :** As specified in the Tender Notice
7. **Amount of security Deposit:** As specified in the Tender Notice

VALSAD NAGARPALIKA

VALSAD

VOLUME – I

SECTION-II

INSTRUCTIONS TO BIDDERS

SECTION - II**INSTRUCTIONS TO BIDDERS****A. GENERAL****1.0 GENERAL:**

Online tenders are invited and published by Chief Officer, Valsad Nagarpalika for the work "Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years." from the contractors who are registered in "AA" Class in R&B Department or Narmada Water Resources, Water Supply & Kalpsar Department and the other bidders equivalent of class in Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of State & Central Government including all Public Sector Units.

- (i) The concerned Contractor shall submit the certificate of registration as in concerned State/ Government bodies/ Authority along with the tender.
- (ii) CPWD/ Railway and other State Governments equivalent to class "AA" of Gujarat State/ Other Contractors who are registered in Board, Corporation, and Government Undertaking /Organisations of state & central Government including all Public Sector Units equivalent to "AA" class of Gujarat state having the above stated criteria, such Contractor shall have;
 - a) to apply on or before the last date of submission of tender documents to get himself registered in "AA" class in Government of Gujarat (R&B Department or Water Resources Department or GWSSB) ;
 - b) to obtain registration in "AA" class before the date of finalization of work order of project contract to be issued, if awarded;
 - c) the proof of application for Registration in "AA" class shall have to be uploaded with the Tender documents ;

Failure of taking action mentioned above for (a) and (c) the concerned contractor shall be disqualified and for (b) earnest money deposit shall be forfeited.

1.1 SPECIAL ATTENTION

This tender consists for the work“Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.”

- (i) A pre- bid conference for the works, open to all intending bidders, shall be held on the date & venue as mentioned in the Tender Notice.
- (ii) All Bidders are urged to submit a written request immediately upon receipt of the tender documents for the matter where clarification and/or additional information are desired, along with the details of work. The request shall be submitted not less than four days in advance of the pre-bid conference.
- (iii) The tender document shall be submitted as per procedure mentioned in tender documents.
- (iv) Earnest money deposit details & scanned copy shall be submitted as prescribed on line and after submission online, in form specified shall be submitted as per details given online in sealed envelope. If earnest money deposit is not received within prescribed time limit the bid shall be rejected.
- (v) Tender shall be opened as per procedure laid down as per detailed tender notice etc.
- (vi) All Bidders are cautioned that e-tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non- responsive.
- (vii) Conditional offer will be out rightly rejected. No condition shall be included in tender.
- (viii) Alternative tenders are not acceptable.
- (ix) Qualification of bidder will be done whose tender is considered responsive and meets the specified evaluation and qualification criteria as per tender conditions.

- (x) Bidders shall have to declare regarding the tender submitted in the prescribed format.
- (xi) The department reserves the right to qualify/ disqualify any applicant without assigning any reason thereof.
- (xii) **The bidder shall be disqualified if;**
- a. The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
 - b. A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - c. The Bidder has been blacklisted by any Government/ Non Government / /Organizations/Institutions/GovernmentUndertakings and funding Agencies.
- The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.
- The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- duly attested by notary public regarding document submitted, are true. Valsad Nagarpalikawould have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.
- (xiii) If the bidder has submitted tender fee and EMD on line & in hard copy, the request of the bidder for not opening of bid shall not be accepted in any circumstances.
- (xiv) If bidder has not submitted in original the tender fee and E.M.D. offline, but same is scanned and submitted with his bid online or vice versa within stipulated period, to the designated officer as per Tender document, the bid shall be liable to be considered as non responsive.
- (xv) All those documents which are scanned and submitted should be numbered chronologically and with their reference in the self appraisal of P.Q. will have to be given for the proof of qualification.

- (xvi) The bidder, whose contracts are earlier terminated on account of poor performance in Valsad Nagarpalikawill not be eligible for this tender.
- (xvii) Any bidder who has been barred by the state/central government or any entity control by them (Controlling Stake) from participating in any project and the bar subsists as on the day of issue of notice inviting tender and/or submission of bid, the bidder shall not be eligible to submit the tender document either individually or as a member of consortium. However the bidder submits the bid, the tender shall not be considered for evaluation.
- (xviii) The experience of works executed in Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall only be considered for evaluation.

The experience certificate from the client equivalent to not below the rank of Executive Engineer or head of that institute shall only be considered. The experience of sublet works / back to back done shall be considered. The bidder who had already applied as a prime contractor for the same tender shall not be eligible to apply under joint venture.

- (xix) Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the central/ state govt.Or not in the list of black listed contractors announced by Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units and Valsad Nagarpalika
- (xx) Bidder (individual or any member in case of JV/ consortium) shall not have suffered bankruptcy/ insolvency during the last 5 years. For this, Certificate of CA appointed by the bidder must be produced along with a self affidavit to same effect of prescribed stamp paper of affidavit.
- (xxi) Memorandum of Understanding (MOU) shall be done beforeonline submission of Bidto ValsadNagarpalika..
- (xxii) The approved Vendor list for the Civil/Mechanical/Electrical/Instrumentation and other equipments is available on GWSSB's official website at <http://www.gwssb.gujarat.gov.in>. The Vendor list as available on the date of

submission of the BID and in future at the time of approval of QAP, the latest or amended vendor list shall be applicable & considered for executing the job.

- (xxiii) Valsad Nagarpalikashall provide ROU (Right of Use) ofadequate width for laying of pipeline once as per availability. During excavation, laying, back filling, any damages to the hidden object beneath the earth like pipelines, cables etc. shall be the responsibility of contractor. The contractor has to rectify the same without anyfinancial implication on Valsad Nagarpalikawithin stipulated time as instructed by EIC. The crop compensation (if any)only for single time is the responsibility ofValsadNagarpalika .
- (xxiv) However,ifany delay, due to any reasons in contractor's part,if the next crop compensation is required to be paid,it will be the responsibility of the contactor and in event of failure by contractor, to do so,Valsad Nagarpalikashall deduct and recover the same amount from contactors bills. Any damage in the area will be responsibility of the contractor. After successful completion of the pipeline works like laying, excavation, back filling etc the contractor is also required to level the field where pipelines are laid in original condition with caution.

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

- (xxv) The contractor shall have to pay the labour registration fee of Rs. 25/- perlabour and annual contribution of Rs. 75/- vide Ref: PB/Monitoring Cell/ Standard Contract Document/2013-14/2294, Dated: 07/09/2013. (Circular Enclosed).
- (xxvi) It shall be the sole discretion of the competent authority to decide the total numbers of packages for evaluation/award to the bidder based on the facts and circumstances of the cases.

This will be based on the least cost combination and as may be the most advantageous toValsad Nagarpalikaand shall be final and binding to all the bidders.

- (xxvii) In the event of any rectification of a defect or replacement of any defective goods during the defect liability period, the contractor has to rectify or replace such goods at his own cost as per decision of EIC.
- (xxviii) Not Applicable
- (xxix) Since this is an EPC and item rate contract, the bidders are to quote their rates based on the actual market scenario. Any rates which are found to be abnormal higher/lower or unworkable shall lead to rejection of the bid. The decision of the Valsad Nagarpalikashall be final and legally binding to all the bidder.
- (xxx) If applicable, any tax exemption certificate shall be provided for DI pipes only above 100mm diameter. The prices quoted by the bidder shall be inclusive of above benefits.
- (xxxi) The Employer wishes to clarify that regardless of the contents of a bid, the successful Bidder shall be required to conform in all respects to the requirements of the Contract, and all proposals shall be subject to the approval of the Engineer In-charge. Acceptance of the Bidder's proposal for the purposes of bid evaluation and award of tender shall not be construed as approval by the Valsad Nagarpalika. All details will subsequently be subject to the approval of the Engineer In-charge during execution of the Contract. No claim for additional payments shall be entertained, other than in accordance with the Contract
- (xxxii) The Contractor shall completely indemnify and hold harmless Valsad Nagarpalikaand its employees against any liability, all claims by statutory authorities, losses under various Labour Laws, statutes or any civil or criminal laws in connection with employees deployed by him or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to Valsad Nagarpalika

GENERAL DESCRIPTION OF THE WORK

This is a bid documentsfor

“Providing, Laying, Jointing, Testing of Rising mains from Abhrama Headwork to Kalyanbaug Sump and from Kalyanbaug Sump to ESR at Tithal Road including connection pipeline from Tithal Road ESR to existing network. Designing, Constructing, Testing & Commissioning of Elevated Service Reservoir (ESR). Design, Supply, Installation, Testing and Commissioning of Instrumentation & SCADA system for all the head works and House Service Connections for Valsad including all allied works complete and post completion operation & maintenance for five years.”

The successful bidder shall have to undertake site surveys, route surveys for ascertaining the terrain and planning the scheme as well as to conduct geotechnical investigations for designing of foundation system of various structures. The contractor shall carry out all the hydraulic design, structural, mechanical, electrical designs, and submit to client or their representative, along with all the good for construction drawings for review and approval before executing the same. This is applicable to all the components of this project.

The successful bidder shall have to prepare and submit ‘As Built Drawings’ depicting the exact construction carried out on site, in soft and hard copy format. The detailed description of the works is included in the “Extent of Work” under Volume—III

PARTICULARS PROVISIONAL

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

1.2 DEFINITION

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

1.2.1. BIDDER / TENDERER / APPLICANT:

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

1.2.2. ONLINE :

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

1.2.3. OFFLINE :

Any activity that is done in conventional route is referred as 'Offline' activity for e.g. "Submission of Tender fee ,Earnest Money Deposit , Registration Certificate, Solvency Certificate, qualifying documents, tender volumes with sign and seal etc in Offline mode" would mean that the tender fee, Earnest Money Deposit, Registration Certificate, Solvency Certificate etc is to be Submitted to the Office of the concerned Municipal Department.

1.2.4. E- TENDER :

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

1.2.5. DIGITAL SIGNATURE :

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

1.2.6. SCANNED COPY :

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

1.2.7. SYSTEM :

Means the computer which hosts the website www.Valsadnagarpalika.org, using which Bidder participates in the tendering process.

1.2.8. UPLOAD :

The process of transferring electronic document from Bidder's computer using internet connection to the website (www.Valsadnagarpalika.org) is called uploading.

1.2.9. IT ACT-2000:

Means Information Technology Act, 2000 of Government of India

1.2.10. APPROVED / APPROVAL:

Means approval in writing.

1.2.11. B.I.S:

Means Bureau of Indian Standards.

1.2.12. Deleted**1.2.13. CONSTRUCTION PLANT:**

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

1.2.14. CONTRACT:

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

1.2.15. CONTRACTOR:

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

1.2.16. CONTRACT PRICE / CONTRACT AMOUNT :

Means the agreed amount stated in the Contract Agreement for Designing, Development and Maintenance of the works for the stipulated period and to remedy of any defects, and includes adjustments (if any) in accordance with the Contract.

1.2.17. CONTRACTOR'S EQUIPMENT:

Means all equipment, tools, apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary works, Departmental equipment (if any) or plant, materials and any other things intended to form or forming part of the permanent works.

1.2.18. COMPLIANCE WITH LAWS:

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

1.2.19. CONTRACTOR'S OBLIGATIONS:

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

1.2.20. CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS:

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

1.2.21. COUNTRY:

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

1.2.22. DAY:

Means a day from midnight to midnight.

1.2.23. DEFECTS LIABILITY PERIOD:

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

1.2.25. DRAWINGS:

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

1.2.26. EMPLOYER / OWNER / DEPARTMENT:

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

1.2.27. EMPLOYER'S EQUIPMENT:

Means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer's requirements but does not include plant which has not been taken over by the Employer. No any equipment will be provided by GNP to contractor.

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

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

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

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

1.2.29. ENGINEER-IN-CHARGE:

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

The contractor will be given a copy of the ValsadNagarpalikaauthorization designating the Engineer-in-charge by name and delegating him his authority, at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such assistants or sub-ordinates, except in respect of supervision to ensure compliance of the contract conditions.

1.2.30. **MUNICIPALENGINEER:**

Means theEngineer in overall charge of the works i.e. Engineer In- Charge.

1.2.31. **FACILITY:**

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

1.2.32. **GOODS:**

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

1.2.33. **GOVERNMENTAL AUTHORITY / GOVERNMENT:**

Means any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any Government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self-regulatory organisation.

1.2.34. **JOINT AND SEVERAL LIABILITIES:**

Deleted.

1.2.35. LAWS:

Means and includes all the provisions of all National (or state) legislation, Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgements awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi- Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time.

1.2.36. MAINTENANCE STANDARD:

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

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

1.2.37. MATERIALS:

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

1.2.38. MATERIAL SUPPLIER:

Means the person who supplies goods or services. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables also called vendor.

1.2.39. MONTH:

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

1.2.40. PERFORMANCE GUARANTEES:

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

1.2.41. PERMANENT WORKS:

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

1.2.42. PIPE SUPPLIER:

Means the person that supplies pipes.

1.2.43. RUPEE:

Means Indian National Rupees (INR)

1.2.44. SITE:

Means the specific areas / lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in the Contract or subsequently approved as forming part of the site.

1.2.45. TAKING OVER:

Means, the Owner shall take over the project after contractual completion of the Defect Liability period and meeting all contractual obligations, Terms & Conditions as agreed by the contractor however GNP may take over during any time if the contractor fails to perform his responsibilities. Such take over will be at the cost and risk of contractor..

1.2.46. TEMPORARY WORKS:

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

1.2.47. TESTS ON COMPLETION:

Means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out (Test on Completion) before the works or a section (as the case may be) are taken over by the Employer.

1.2.48. WEEK:

Means seven consecutive days.

1.2.49. WORKS:

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

1.2.50. COMMISSIONING:

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

1.2.51. COMPLETION:

Means the date of successfully commissioning of all the equipments in the scheme after satisfactory running for oneas a part of trial run.

1.2.52. TRIAL RUN/ TRIAL OPERATION:

“Trial Run/ Trial Operation” shall demonstrate that the works or section perform reliably and in accordance with the contract. A period of 3 months unless specified , otherwise for Trial and Run to be included post construction.

1.2.53. SUBSTANTIAL COMPLETION:

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

1.3 BID INVITATION:

Means the call/invite by The ValsadNagarpalikafrom all interested and eligible bidders for Water Supply Scheme as per Tender Notice.

1.4 DOWNLOAD OF TENDER DOCUMENTS:

The tender documents are available in electronic form, from the website www.nprocure.com Interested bidders can view these tender documents online, and can download tender documents.

1.5 Particular Provisional

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

1.6 Present Status of Work:

This is a proposed water supply scheme needs to be designed and executed as per the specifications and BOQ etc.

1.7 Time of Performance:

The successful bidder will be expected to complete the works within stipulated time including Trial and Run Period as per time limit given in memorandum of work from the 10th day of date of Letter of Intent.

2.0 Deleted**3.0 Project Implementing Agency:**

The "Valsad Nagarpalika" shall be the project implementing agency. This contract shall be administered and managed by The Chief Officer / Municipal Engineer for and on behalf of Valsad Nagarpalika and shall act as the "Engineer In-charge."

4.0 Allocation of Risk & Responsibilities:**4.1 Contractor:**

- a) The preliminary designs and details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Bidder shall be responsible to verify/ examine/ check and make his own assessment of the site, site data, soil data and the schematic details shown in the bid documents based on his own investigations and/ or additional surveys, if required, at bidder's own cost.

The contractor shall be responsible to make good and bring to original position road and land surface, etc. damaged during laying of pipelines and construction of structures or while carrying out any activities related to this contract, at his cost.

The Contractor shall be responsible for all the damages that may occur during the execution of the work, to the underground cables, power lines, telephone lines, other water/sewer lines and other infrastructure facilities etc. while executing the works under this contract and shall bear all costs relating to repairs / replacements.

- b) The contractor shall be responsible for failure of any components of the works executed by him during the full period of contract and the defect liability period. The contractor shall

have to replace defective/ damaged/non-standard components of the executed works as may be identified by the engineer in charge at the cost of the contractor.

The Contractor will prepare and present interim/running and final bills with required copies of attachments in three sets.

The Contractor shall be responsible for the safety and performance of all civil and other structure up to the end of period of defect liability period. The damages/defects identified by the "Engineer in charge" shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement/ reconstruction shall be done by the contractor at his cost and risk.

The defects liability period shall commence from the date of successful commissioning of work and will be for one (1) year from the certified date of completion of work.

c) DELETED

5 The Employer:

a) The Valsad Nagarpalika assures all participants for the contract that, adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs of the construction contracts in accordance with the provisions of tender documents.

All the material shall be inspected by Valsad Nagarpalika internal system and/or through Third Party Agency appointed.

Valsad Nagarpalika will provide indicative drawings and design parameters as may be required for works to be executed by the contractor.

Valsad Nagarpalika will approve and pay all interim/ running/final bills presented by the Contractor after due verification against the provisions of contract.

The contractor will prepare documents and will be responsible to get all statutory permissions and clearances from the concerned central/ state or local statutory authorities. However, the contractor shall have to manage the day-to-day co-ordination and follow up activities based on these clearances on site. Valsad Nagarpalika shall provide required help and assistance for such day-to-day activities. Fees to pay for such permissions will be borne by GNP.

The Valsad Nagarpalikawill make available land for laying the pipeline & will be responsible for payment of crop compensation etc. in case of laying the pipeline in private/ government land. However, once clearance/ possession is obtained and established through mutual consent of the owner, its day-to-day management on site shall be the responsibility of the contractor for which Valsad Nagarpalikashall provide only necessary help and assistance.

- b) All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.
- c) A copy of the available reports and data has been kept for reference in the office of:
(Name, Address, Contact Person & nos. of Executing Authority as per appendix to bid details)

6. ONE BID PER BIDDER:

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

7. COST OF BIDDING:

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

8. SITE VISIT: The day of pre-bid meeting.

- 8.1 The bidder is advised to depute a suitable team to visit and examine the Site of Works and its surroundings for fully understanding of the job and ascertain the difficulties that may be encountered during execution of the works and for obtaining for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the Site shall be entirely at bidder's own expense.

- .8.2 **COMMUNICATION:** Deleted

9 DETAILS OF APPROACH

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

10 GENERAL FACILITIES

- 10.1. Deleted

10.2. Housing:

The Valsad Nagar Palika has not envisaged any provision of house colony for contractors. The contractor, therefore, has to make his own arrangement for housing his staff and labourers. However, the remaining plot area of site can be used.

10.3. Deleted**10.4. Water Supply**

The contractor shall have to make his own arrangement for water supply for work as well as for colonies of camps which may be established by him.

10.5. Medical Aids

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

10.6. Electric Power

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

10.7. Post, Telegraph and Telephones

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

10.8. Supply of Diesel, petrol and Oil

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

11 CLIMATE AND WORKING SEASON**11.1. Temperature**

Gujarat State has tropical climate. The temperature varies in the ranges from 10° Celsius to 43° Celsius in Valsad town.

11.2. Rainfall

Average annual Rainfall ranges from less than 550 mm the North West region to over 2000 mm in the South, with most part of the State receiving 200mm to 1000mm of rainfall. About 95% of rainfall occurs during the months June to September leaving remaining period of the year almost dry.

11.3. Working Season:

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

The above information of Climate of the project area is given only as helping information in good faith and Valsad Nagarपालिका does not carry any liability for providing this information. The interested parties may refer the reports and forecast issued by the Indian Meteorological Department or other weather agencies for their use.

B. BIDDING DOCUMENTS**12. CONTENT OF BIDDING DOCUMENTS**

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

VOLUME: I	<ul style="list-style-type: none"> • Section I : Tender Notice • Section II : Instruction to Bidders • Section III : Qualification criteria & Evaluation Procedure
VOLUME – II	<ul style="list-style-type: none"> • General conditions and conditions of particular applications
VOLUME – III A & B	<ul style="list-style-type: none"> • Extent of works • Tech. Specifications/ work specifications
VOLUME –IV	<ul style="list-style-type: none"> • Price bid • Bid Form • Price Schedule
VOLUME-V	<ul style="list-style-type: none"> • Bid Conceptual Drawings

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

13 CLARIFICATION OF BIDDING DOCUMENT:

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

14. AMENDMENTS OF BIDDING DOCUMENTS:

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

C. PREPARATION OF BIDS**15. LANGUAGE OF BID:**

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

16. DOCUMENTS COMPRISING THE BID:

- 16.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the "**Technical Proposal**" and the other the "**Price Proposal**".
- 16.2 The technical proposal shall contain the following;
- (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
 - (ii) Power of Attorney
 - (iii) Information on Qualification

- (iv) Confirmation of Eligibility
- (v) Schedule of Major items of equipments
- (vi) Schedule of major items of Constructional plant
- (vii) Schedule of key personnel
- (viii) Schedule of compliance with the bidding documents
- (ix) Schedule of construction facilities
- (x) Schedule of construction method
- (xi) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders.
- (xii) Form of Bid Security

16.3 The price proposal shall contain the following;

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

17. BID FORM & PRICE SCHEDULE:

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

18. BID PRICES:

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

18.2 The bidders shall have to give detailed rate analysis in justification of the prices as may be required by the employer as a part of the evaluation process, if so desired by the employer.

19. BID CURRENCIES:

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

20. BID VALIDITY:

20.1 Bids shall remain valid for a period mentioned in NIT from the last date of online submission of bid.

20.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto, shall be made in writing. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

21 BID SECURITY:

21.1 The bidder shall furnish, as part of its bid with the technical proposal, a bid security amount as specified in the Tender Notice.

21.2 The bid security shall, at the bidder's option, be in one of the following form:

(a) A Demand Draft payable to the officer inviting bid as per tender notice and issued by short listed bank as per tender notice.

(b) Fixed deposit receipt pledged in the name of the officer inviting bid as per tender notice and issued by short listed bank as per tender notice and valid up to 28 days from the date of closure of the bid validity period of 180 days. **i.e. (Total of 180+28=208 days).**

(c) Unequivocal and unconditional Bank Guarantee in the prescribed format given in this document issued by short listed bank as per tender notice and valid up to 28 days from the date of closure of the bid validity period of 180 days. The format of the bank guarantee shall be in accordance with the sample form included in Section-IV as Form-19. Other formats may be permitted subject to the prior approval of the Employer. The bid security shall remain valid for 28 days beyond the original validity period for the bid and beyond any period of extension subsequently requested under Sub-Clause 20.2. **i.e. (Total of 180+28=208 days)**

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

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

- 21.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 21.6 Within 10days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the Contract and attend the office of the Engineer In-charge for execution of the Contract documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works for three years.
- 21.6 The bid security may be forfeited;
- (a) If the bidder withdraws its bid, during bid validity period specified
 - (b) If any document submitted by the bidder are false and fraudulent
 - (c) If the successful bidder fails
 - i. To furnish performance security deposit in accordance with the relevant clause in the bid.
 - ii. To sign the contract with in time limit specified in the bid.
- 21.7 In case of forfeiture of EMD, Bidder shall be disqualified and shall not be allowed to bid for further works under Valsad Nagarpalikafor three years.

22. ALTERNATIVE PROPOSALS BY BIDDERS:

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

23 PRE- BID MEETING:

- 23.1 The bidder or its official representative is invited to attend a pre-bid meeting, which will take place at:

Venue : As mentioned in Tender Notice

Date : As mentioned in Tender Notice

- 23.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 23.3 The bidder is requested to submit any questions in writing, to reach the Employer not later than four day before the pre-bid meeting.

23.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all of the bidding documents. Any modification/ corrections/ amendments to the bidding documents shall be declared after the pre-bid meeting and shall be listed as part of the minutes of the pre-bid meeting or separately thereafter as may be necessary. The pre bid minutes and the modifications/corrections/ amendments issued by the employer will publish online only and contractor has to download it and submit with sign and seal with submission of documents.

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

D. SUBMISSION OF BIDS

24 METHOD OF TENDERING:

24.1. If the tender is uploaded by an individual, it shall be digitally signed by the individual.

24.2. If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.

24.3. If the tender is uploaded by a firm, in partnership, it shall be digitally signed by all the partners of the firms or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the tender, a certified copy of the partnership deed, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.

24.4. If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the powers of attorney for signing the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.

24.5. Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.

24.6. The joint Venture: Deleted

24.7. Deleted

24.8. Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.

All witnesses and sureties shall be person of status and probity their full name, occupation and addresses when they fill the vendor registration form provided in the website.

www.nprocure.com

24.9. In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

25 ACCOMPANIMENTS TO TENDER

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

- 25.1. Scanned Copy of the latest Income Tax Return with permanent account number (PAN) GST and Income Tax ward where assessed.
- 25.2. Scanned copies of client certificate showing, performance of the Bidder working with Valsad Nagarpalika or any employer for ongoing works as per prescribed Performance mentioned in Section-III.
- 25.3. A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed.
- 25.4. Scanned copy of Registration or renewal receipt as approved contractor of concerned state Govt./ Railway/ CPWD/Government bodies . The contractor(s) who are registered with other state Govt./ Railway/ CPWD, Government (State / Central), Board, Corporation, and Government Undertaking /Organizations of state & central Government including all Public Sector Units. Proof of application made for registration for "AA" and above class in Government of Gujarat (R&B/WRD/GWSSB) shall be submitted.
- 25.5. Scanned copies of the Power of Attorney duly authorized by a notary public, if power is delegated for signing the Bid to other person by the Bidder.
- 25.6. Scanned copy of E.M.D. in accordance with relevant clause in "**Tender Notice**" of tender notice and the original shall also be submitted in physical form by RPAD/Speed Post/Courier.
- 25.7. Scanned Copy of the Solvency Certificate from Bank of required amount as per Tender Notice.
- 25.8. Scanned copy of Account payee Demand Draft for Tender Fee in accordance with relevant clause of Tender Notice, and also in physical form shall also be submitted by RPAD/Speed Post.
- 25.9. Scanned copy of all the prescribed Forms & Annexure mentioned in Section-III, also in physical form in separate sealed cover by RPAD/Speed Post.in the office of Chief Officer ValsadNagarpalikaas mentioned in Tender Notice.
- 25.10. Scanned copy of the detailed statement of the turnover (Civil Engineering Works Only) of last seven completed financial years audited and certified by the Chartered Accountant.
- 25.11. The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- duly notarized regarding document submitted, are true. Chief Officer Valsad Nagarpalikawould

have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

- 25.12. If the Bidder Firm is a member of a Group of Companies (with a common name), scanned copies of all relevant documents clearly indicating the stake of the bidding Firm in the equity of each firm of the Group, Turnover, Net Tangible Worth and Cash Flow of each company wherein the stake of the Bidding Firm is 51% or more in terms of equity.
- 25.13. All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorised representatives.

26. SUBMISSION OF TENDER:

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

27. LATE AND DELAYED TENDER:

As a rule the system will not accept any Tender after the due date and time and hence in case of E-Tenders there will be no late tender. Physical submission also must be on or before stipulated date & time as per NIT.

27.1 STATING OF RATES

The Rates for items in Schedule – B, Price Bid must be submitted in figures only on the website. Amount in words will be automatically generated by system. Total amount of each item and the grand total in figures and the respective words will be automatically calculated by the Computer and displayed.

E. OPENING OF TENDER**28. OPENING OF TENDERS**

The Designated Officer of Valsad Nagarpalika will open the e-Tender on the date as mentioned in the tender notice, if possible in his office at the address specified in the Tender Notice. The intending Bidders, if they wish may participate in online Tender opening process and view the result on www.Valsadnagarpalika.org To participate in online tender opening, bidder will have to log in with his user ID and password and click on “Mark my attendance button” to view Tender result. For more details please refer “Vendor Training Manual.”

1. Opening of Technical Bid :

The designated officer of Valsad Nagarpalika will open technical bid first at the address specified in the Tender Notice. The evaluation of Technical Bid will be done as per “**Clause F: Evaluation of Tender**”.

2. Opening of Price Bid :

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

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

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

F. EVALUATION OF TENDER**EVALUATION & COMPARISON OF TECHNICAL PROPOSAL:**

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

QUALIFICATION

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

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

TECHNICAL:

Overall completeness and compliance with the Employer's Requirements

29 EVALUATION OF TECHNICAL BIDS

- 29.1. The bidder shall be qualified on the basis of information furnished by the bidder in accordance with Clause-25 above, in support of his capability with reference to qualification criteria laid down.
- 29.2 Even though the bidder meets the above qualification criteria, he shall be disqualified if:
- a. The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
 - b. A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - c. Bidder has been blacklisted by any Government/ Non Government / Private agencies/ Organizations/ Institutions/ Government Undertakings and funding Agencies in the last 05 years.

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

The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- dully attested by notary public regarding document submitted, are true. Valsad Nagarpalikawould have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

- 29.3 During the process of evaluation the Valsad Nagarpalika may visit and inspect the works carried out by the bidder in order to assess the performance of the work. The bidder shall

have to make arrangement for inspection of work at the respective worksite only. This shall also be considered for evaluation with reference to performance of the bidder.

29.4 Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work. However at the price bid evaluation stage, a careful check of the appropriate references with reference to the information submitted by the bidder will be done and in no case, a contract will be awarded to a bidder lacking in the financial criteria.

30. **Evaluation of Price bid**

30.1. Quoted Tender rates shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the contract.

30.2 Reasonability of Tenders' proposed method and technique of construction, construction programme, sequence of components of the work and proposed resources assigned to the work shall be seen where it has been called for in the tender.

30.3.(a) If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/ item (s) to be performed under the Contract, Valsad Nagarpalika, may require the bidder to produce detailed rate price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of this rate Price with the construction methods proposed. After evaluation of the rate analysis, the Chief Officer Valsad Nagarpalika may require, that, the amount of the Performance Security set forth in "**Clause No.21 under Bid Security**" above of the contract be increased at the expense of the successful Bidder to a level sufficient to protect the Valsad Nagarpalika, against financial loss in the event of default of the successful Bidder under the contract.

(b) In respect of those items for which the quoted rates are more than 10% above the overall percentage of accepted tender, the payment of such items in the running bills shall be made at rate of that item which was used for the estimate plus or minus overall variation percentage of the accepted tender plus 5% of the estimated rate of that item. The balance amount as per accepted tender rate shall be withheld from the running bills and will be released as per R&B Department Circular no .PARCH/102008/(61) dated 03-05-2013. No interest will be payable for such withheld amount. This shall be taken care by way of payment schedule and quoted rates need not be changed.

(c) The contract performance for actual execution and the payments to be made for the work shall be based on such bid rates as per (a) and (b) above wherever applicable for the purpose of running account bills. However the final payments shall be made based on the item wise quoted rates.

- (d) Any decision of Chief Officer Valsad Nagarpalika regarding the interim rates at which payment shall be made in accordance with the above Clauses shall be final and binding to the Bidder.
- (e) The application of the above clause (a)&(b) above shall be at the discretion of the Valsad Nagarpalika.

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

31 Chief Officer, Valsad Nagarpalika reserves the right to accept or reject any Tender without assigning any reason.

32. PROCESS TO BE CONFIDENTIAL:

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

33 PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL:

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

34 JOINT VENTURE CONSORTIUM - DELETED

35. DELETED

G. AWARD OF CONTRACT

36 SUCCESSFUL BIDDER:

The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive in terms of minimum qualification requirement and technical requirements to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be eligible & qualified in accordance with the provisions mentioned under "**Clause F. Evaluation of Tender**" in **Section-II**. A substantially evaluated responsive Tender is one, which conforms to all the

terms, conditions and specifications of tender documents without material deviation or reservation. The material deviation or reservation is one,

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

37 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

- 37.1. Those Tenders which do not have Digital Signature attached shall be rejected.
- 37.2. Tender without Tender Fees and/or Earnest Money Deposit, will be treated as non responsive and will be out rightly rejected.
- 37.3. Notwithstanding the above, the Valsad Nagarpalika reserves the rights to accept or reject any bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds of the Valsad Nagarpalika action.
- 37.4. In addition to the above, the Tender will also be liable to be rejected out rightly if, the Bidder or in the case of a firm, each partner or the person holding the Power of Attorney thereof does not digitally sign.

38 NOTIFICATION OF AWARD:

- 38.1 Prior to the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by mail, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required).

39 SIGNING OF CONTRACT AGREEMENT:

- 39.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement, incorporating all agreements between the parties.
- 39.2 Within 10 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

40 PERFORMANCE SECURITY:

40.1. The successful bidder shall have to submit Performance Security in the form of Unequivocal bank guarantee issued by any shortlisted bank as per Notice Inviting Tender having branch at Valsad and the same shall become refundable as per Clause No. 01 under General Conditions of Contract.

41 CORRUPT OR FRAUDULENT PRACTICES:

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

- (a) Defines for the purposes of this provision, the terms set forth below as follows:
- (i) **“Corrupt practices”** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, an contract.

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

42 GENERAL RULES AND DIRECTIONS:

42.1. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Valsad Nagarpalika unless it is signed by the Engineer-in-Charge.

- 42.2. The measurements of work will be taken according to the usual method in use in Valsad Nagarpalika and no proposal to adopt alternative methods will be accepted. The decision of the 'Engineer-in-Charge as to what is the usual method in use in the Valsad Nagarpalika, will be final.
- 42.3. Under no circumstances shall any contractor be entitled to claim enhanced rate for any item covered in this Contract except price variation for specified items as per contract.
- 42.4. The Contractor shall not be permitted to tender for the work in which his near relative is working in that Division or its sub-division as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Office as a Municipal Engineer Controlling that division as on date when Tender is submitted.
- 42.5. The contractor shall compulsorily furnish his latest address(es) including the latest address of his partners and place(s) of filing his/their income tax returns along with the tender (in the annexure form appended hereinafter). Any changes, if occur, in such address, during the tenure of contract, the latest address(es) shall invariably and forthwith be intimated by the Contractor to the concerned Engineer-in-Charge.
- 42.6. Receipt for payment made on account of the work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 42.7. Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Bidder and shall be submitted online.
- 42.8. Erasures and corrections:
- Persons tendering are informed that no erasures or alternations by them in the text of document downloaded from website will be allowed and such erasure and alterations will be disregarded. If there is any error in writing, Bidder can edit the same and correct it. Please refer to the Vendor Training Manual.
- 42.9. The contract will normally be made within 180 days from last date of receipt of Tenders.

43.0 DECLARATION FORM: (FORM-H)

- 43.1. In conjunction to Sub Clause 'C' under "29. Evaluation to Technical bids" the bidder should submit undertaking as per Form-H on non judicial stamp paper of Rs. 100/- duly attested by notary public regarding document submitted, are true. Valsad Nagarpalika would have the right to forfeit the EMD and blacklist the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

44.0 REQUIREMENTS OF A BIDDER

- 44.1 The applicant in the same name and style shall be a well established Civil Engineering Contractor and shall have Registration in the required class for the work. The agencies

whose contracts have been terminated on account of non-performance / poor performance in Valsad Nagarpalikawork and debarred contractors will not be eligible for this Tender.

44.2 COMPETENCY OF TENDER:-

Contract will be awarded to responsive Bidders on the basis of prequalification criteria and evaluation of price-bid accordingly.

44.3 The Bidders/ Bidders are required to deploy the necessary machineries/ equipments (by owning/ hiring/ leasing) for the execution of work as specified in Clause 3.0, Section-III of this Volume

44.4 The Bidder shall employ Project Manager, Engineers, technicians and other key personnel and other Civil/Mechanical/Electrical Technical Staff as specified.

VALSAD NAGARPALIKA

VALSAD

VOLUME – I

SECTION-III

QUALIFICATION CRITERIA & EVALUATION PROCEDURE

QUALIFICATION CRITERIA & EVALUATION PROCEDURE**A. GENERAL****1.0 GENERAL:**

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

- 1.1 The tender's/ Bidder's name shall appear on each page of the prescribed Proforma.
- 1.2 Reference, Information and certificates from the respective clients certifying suitability, technical know-how or capability of the Bidder shall be signed by that client, in full with his name underneath in block letter and designation in that organization.
- 1.3 No further information will be entertained after submission of Tender Document unless it is called for by the Valsad Nagarpalika
- 1.4 Any effort by a Bidder/Bidder to influence the Valsad Nagarpalikain the process of examination. Clarification, evaluation of Tender and in decision concerning qualification, may result in disqualifying the Bidder.
- 1.5 The successful per-qualification made in the case of any Bidder for any other work of Valsad Nagarpalikawill not be considered valid for the present work.
- 1.6 The time for completion of the work is **as per detailed tender notice**.
- 1.7 The intending Biddershall get himself registered with nproucre.com for obtaining his unique identification number and digital signature required for participating in the bid.
- 1.8 The bids received under this single stage, two envelope procedure, shall be assessed and evaluated based on the qualification criteria and evaluation procedure prescribed hereunder.
- 1.9 GNP reserves the right about to ask contractor to submit lacking documents for qualifying purpose.

2.0 LIST OF ACCOMPANIMENT:

Bidder shall include following accompaniment to tender documents while submission.

2.1 Letter of transmittal (Scanned Copy)

2.2 Power of attorney:

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

2.3 Certificate of registration:

A Certificate of registration as approved contractor of concerned State Government/ Railway/CPWD/ Government bodies. The applicant(s) who are registered with other Government (State/Central), Board, Corporation, and Government Undertaking/ Organizations of state & central government including all Public Sector Units shall submit proof of application made for registration for "AA" and above class in Gujarat State (Scanned copy).

2.4 Supporting document:

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

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
1	Form-0	List of Submittals
2	-	Proforma for "Letter for submission of tender".
3	Form-1	Details of organization structure of the bidder
4	Form : 2	Details of Personnel
5	Form : 3	Details of Machinery Equipments and work Plan
6	Form : 4	Information relating to Financial Criteria

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
7	Form-5	Financial data
8	Form-6	List of works already completed by the Bidder
9	Form-7	Details of works on hand with Bidder
10	Form-8	Details of experience of completed work (similar nature)
11	Form-9	Additional Information and Litigation History / Debarment / Blacklisting
12	Form-10	Information for tenders submitted but not awarded
13	Form-11	Certificate for experience of work
14	Form-12	Joint Venture data
15	Form-13	Personnel/ staff proposed for the project
16	Form-14	Curriculum Vitae of Project Manager and all key Technical Staff
17	Form-15	Proposed site organization and Management
18	Form-16	Details of experience for physical qualification criteria
19	Form-17	Approach & Methodology with conceptual design & supporting calculations of the system.
20	Form-18	Form-H (Declaration)
21	Form-19	Proforma for Bank Guarantee (EMD)
22	Form-20	Work wise details of work completed/ in progress by the contractor.
23	Form-21	Proforma for Performance bond/ Performance guarantee Proforma for bid security
24	Form-22	Proforma for Joint Venture Agreement ----- DELETED
25	Form-23	“Assured Pipe Supply Declaration” – (To be filled without proposed

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
		dispatch schedule at the time of Bidding)
26	Form-24	Proforma for memorandum of understanding (MOU) with pipeline supplier

3.0 **ELIGIBILITY FOR QUALIFICATION:**

3.1 The Bidder in the same name and style shall be a well established Civil Engineering contractor with at least 5 (Five) years experience and capability for construction of all types of Civil / Mechanical / Electrical Engineering works.

3.2 The Bidder in the same name and style must give evidence of having adequate experience in mobilizing equipment and personnel for large value contracts and in the deployment of heavy construction equipment for the type of work described earlier.

3.3 The Bidder must have adequate staff and equipments for carrying out work in accordance with time schedule.

3.4 The Bidders/Bidder must have a Project Manager with not less than 5 (Five) years experience in managing construction in the field of Civil Engineering works, similar works, as mentioned in Clause 3.1 along with minimum number of engineering, technical and other key personnel with adequate experience in civil engineering work as under:

- | | | | |
|-----|--|---|--------|
| (1) | Civil/Electromechanical Engineers (Degree holders) | : | 3 Nos. |
| (2) | Supervisors (Diploma holders) | : | 4Nos. |
| (3) | Technical Assistants (Diploma / ITI) | : | 4 Nos. |
| (4) | Project Manager | : | 1 Nos. |

Note: If sufficient staff does not exist at the time of bidding, an undertaking for employing the necessary staff shall be given by the Bidder.

3.5. The Bidder must provide evidence of having adequate experience. The Bidder should upload the digitally signed scanned copies to supporting certificate, reports relating to physical, financial, technical, machinery and other capability of the applicants in their original language along with certified translation of all relevant portions of the

certificate/reports in English duly attached with their Digital Signature. The applicant should upload the financial capabilities in Rupees only.

3.6 The Bidders are required to upload digitally signed scanned copies along with their applications certificates obtained from the concerned authorities/ employers towards proof.

3.7 Qualification of the bidder:

To be qualified for award of Contract, bidders shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to submit the bidder-
- (b) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the **Appendix 1** to Instruction to Bidders.
- (c) Submit proposals regarding work methods, scheduling and resourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.
- (d) Submit Memorandum of Understanding (MoU) with pipe manufacturer clearly stating the terms & conditions of the MoU. Such MOU shall not be amended or modified without prior consent from Valsad Nagarpalikaduring the period of performance of contract; Valsad Nagarpalikashall not allow such change except for special reasons In the interest of expeditious implementation of the project.

Note:

Bidder is requested to submit the MOU in mutually agreed format by Bidder & pipe Manufacturer keeping in view the applicable tender clause and commitment of pipe manufacturer to supply the pipe as per the specification (Form-23,Section-IV,Volume-1).

3.8 If the Bidder is Joint Venture -**Deleted**

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

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

4.0. MINIMUM QUALIFYING CRITERIA:

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

4.1. FINANCIAL

4.1.1 TURNOVER:

Bidder must have achieved minimum annual financial turnover (at current price level) from contract receipt of works (in all classes of civil engineering construction works only) of **Rs.8.36 Cr (Rupees Eight Crore and Thirty Six Lakhs Only)** in any three financial years out of last Seven (7) financial years i.e. from 2011-2012 to 2017-2018.

Note :

The details pertaining to turnover for the year 2011-2012 to 2017-2018 shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of financial year 2017-2018 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the Bidder.

4.1.2 SIMILAR NATURE OF WORK:

The bidder must have completed similar nature of work i.e. Water Supply Projects within last seven financial years i.e. from 2011-2012 to 2017-2018 and upto one month prior to last date of submission of the bid of value not less than:

One contract of **Rs.13.38 Crores (i.e. 80% of the estimated contract value)**

Or

Two contracts of **Rs.8.36 Crores each (i.e. 50% of the estimated contract value)**

Or

Three contracts of **Rs6.69 Crores each (i.e. 40% of the estimated contract value)**

4.1.3 AVAILABLE BID CAPACITY:

The Bidder who fulfils the qualifying criteria mentioned above shall be qualified only if he fulfils the requirement of bidder's capacity. The bidding capacity of any tender/ Bidder is

required to be more than or equal to the estimated cost of the work i.e. **Rs.16,72,10,800/-(100% of the estimated cost)**.The bidder's capacity shall be computed as shown below.

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

Where :

A	=	Performance of the Bidder for maximum annual turnover for last seven financial year updated at the financial year.
B	=	Value of the existing commitments as on date of bid submission for works (complete or partial) to be completed in the next One Year(Equivalent to duration of the project) The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works. In the case of a Joint Venture (If Applicable), parameters A and B shall be determined based on details pertaining to such partners who propose to undertake physical execution of work and in proportion to their participation/stake as specified in respective clause in the tender documents.
N	=	Years prescribed for completion of the work for which bids are invited. (1.5Year) (Equivalent to duration of the project)

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

Note:

- (a) The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion

- remaining for each of the work listed should be countersigned by the officer not below the rank of an Engineer-In-Charge.
- (b) The certificate for past performance should be as per prescribed Proforma in Form11.
 - (c) The Bidders are required to upload latest client's certificates in Form-11 (or in any format with yearly breakup) obtained from the concerned authorities/ employers towards proof of their having executed contracts satisfactorily along with their bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma in Form 11 (or in any format with yearly breakup) of Volume-I.
 - (d) Physical and Financial Performance of Any Work Not Supported By Client Certificate in Form-11 or In Any Form Will Not Be Considered For Qualification.
 - (e) The applicant Bidder must provide by uploading evidence of having adequate experience. The bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language along with certified translation of relevant portion of the certificate/ report in English. The Bidder should furnish the information about financial capability in Rupees only.
 - (f) Depending upon the actual bid capacity assessed and other qualifying requirements, the applicant will be qualified for the work.
 - (g) The bidder is required to submit the declaration of his financial liabilities, work on hand/completed projects on Rs.100/- Non Judicial stamp paper. In case of false statement/ declaration the bidder shall be liable for penal action. Further, the details furnished in the relevant form as per tender should be in line to the declaration by the bidder.
 - (h) The criteria mentioned above at shall be evaluated based on the details submitted with the documents. Such bidder shall have to submit the details in the prescribed proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly.

Note on Financial Criteria :

This note is applicable to "4.1. Financial Criteria" i.e. Turnover, Similar nature of Work, Available Bid Capacity.

- (i) Turnover of previous year and cost of completed / executed similar nature of work shall be given additional weightage of ten percent per year to bring them to current price level to account for price escalation as illustrated below:

Financial Year	Turnover/ Cost of Executed work/O&M	Effective cost of executed work at previous completed financial year's price level
2011-2012	G	1.77 x G
2012-2013	F	1.61 x F
2013-2014	E	1.46 x E
2014-2015	D	1.33 x D
2015-2016	C	1.21 x C
2016-2017	B	1.10 x B
2017-2018	A	1.00 x A

Note:

- (i) Financial year means period beginning from the 1st April to 31st March of the next year.
- (ii) The details pertaining to Turnover for the year 2009-2010 to 2015-2016 shall be certified by Chartered Accountant on his own letter head and duly attested.
- (iii) The cost of material supplied by the Government/ Client shall not be taken into account for experience against Turnover & Similar nature of work.

4.2. PHYSICAL CRITERIA:

The bidder must have successfully carried out similar nature of work (i.e. SCADA and automation and water metering) in any one completed project during last Seven (7) i.e. from Year 2011-2012 to Year 2017-2018 and upto one month prior to last date of online submission of the bid.

4.2.1. PIPELINE:

Metallic Pipeline: Procure, Lowering, Laying, Jointing, Testing and Commissioning of minimum length (as under) of metallic pipeline in any single project during last seven (7) financial years i.e. from Year 2011-12 to 2017-18 and up to one month prior to last date of submission of the bid. If the pipeline work has been completed along with successful hydro testing, such works shall also be considered for the evaluation based on the facts and circumstances as certified by the client.

The material supplied by the client will not be considered for procurement purpose.

Type of Pipeline	Min. Diameter (In mm)	Min. Length (In Km)
Metallic	≥300mm	«4.6»

4.2.2. ELEVATED STORAGE RESERVOIR:

Bidder must have experience in Construction of Elevated Water Storage Reservoir of at least «2.5 Lakh litre»(Single Capacity) in single completed project during last seven (7) financial years i.e. from 2011-12 to 2017-18 and up to one month prior to last date of submission of the bid.

4.2.3. SCADA and Automation:

Supply, Installation, Testing and Commissioning of SCADA, Automation and House Service Connection project in any single completed project during last seven (7) financial years i.e. from 2011-2012 to Year 2017-2018 and upto one month prior to last date of online submission of the bid. If the work has been completed along with successful testing, such works shall also be considered for the evaluation based on the facts and circumstances as certified by the client.

The material supplied by the client will not be considered for procurement purpose.

4.2.4. OPERATION AND MAINTENANCE

The Bidder shall have successfully completed operation & maintenance (for minimum 1 year after commissioning, inclusive of defect liability period), in single contract of similar nature (as narrated above) amounting to **Rs. «6.69 Cr.»** in last ten (7) years from one month prior to last date of submission of bid.

Note: The amount of works shown above means project costs.

Note to 4.2 Physical Criteria:

- 1) In case the bidder has successfully completed the similar nature of work in any of the Government (State / Central), Board, Corporation, or Government Undertaking Organizations of State / Central Government, and it is fully commissioned after testing, but the entire awarded work under the contract is yet to be completed, the bidder shall have to submit the completion certificate of work issued by the engineer in-charge of the respective organization giving the details like details of SCADA and automaton, meter installed, size of meter etc., along with mention of successful hydro and other testing of the individual structure.

- II) The works for which bidder have not entered in to contract agreement will not be considered
- III) The above experience shall be within last seven (7) financial years i.e. from 2011-2012 to 2017-2018 and up to one month prior to last date of online submission of the bid for which Form -3A/11 must be submitted.
- IV) Experience as sub contractor shall not be considered.
- V) The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of state & central government shall only be considered for evaluation. The experience certificate from the client equivalent to not below the rank of Executive Engineer shall be considered. The experience of sublet works shall not be considered.
- VI) All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarised and signed by respective authorised representatives.
- VII) The Bidder/ MOU partners contract should not have been terminated/blacklisted/debarred in any State Govt/ Municipal Corporations/ Central Govt./ Any state Govt Organisation, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organisations due to delay in projects during last five years.

VALSAD NAGARPALIKA

VALSAD

VOLUME - I

SECTION-IV

**QUALIFICATION DATA SHEET
TO BE FILLED UP BY THE BIDDER**

The qualification questionnaire contains the following forms:

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
1	Form-0	List of Submittals
2	-	Proforma for "Letter for submission of tender".
3	Form-1	Details of organization structure of the bidder
4	Form : 2	Details of Personnel
5	Form : 3	Details of Machinery Equipments and work Plan
6	Form : 4	Information relating to Financial Criteria
7	Form-5	Financial data
8	Form-6	List of works already completed by the Bidder
9	Form-7	Details of works on hand with Bidder
10	Form-8	Details of experience of completed work (similar nature)
11	Form-9	Additional Information and Litigation History / Debarment / Blacklisting
12	Form-10	Information for tenders submitted but not awarded
13	Form-11	Certificate for experience of work
14	Form-12	Joint Venture data
15	Form-13	Personnel/ staff proposed for the project
16	Form-14	Curriculum Vitae of Project Manager and all key Technical Staff
17	Form-15	Proposed site organization and Management
18	Form-16	Details of experience for physical qualification criteria

SL. NO.	FORM NO.	DESCRIPTION OF PROFORMA
19	Form-17	Approach & Methodology with conceptual design & supporting calculations of the system.
20	Form-18	Form-H (Declaration)
21	Form-19	Proforma for Bank Guarantee (EMD)
22	Form-20	Work wise details of work completed/ in progress by the contractor.
23	Form-21	Proforma for Performance bond/ Performance guarantee Proforma for bid security
24	Form-22	Proforma for Joint Venture Agreement - DELETED
25	Form-23	"Assured Pipe Supply Declaration" – (To be filled without proposed dispatch schedule at the time of Bidding)
26	Form-24	Proforma for memorandum of understanding (MOU) with pipeline supplier(If Applicable)

Note:

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

FORM- O

SR NO	LIST OF SUBMITTALS		CONFIRM IF SUBMITTED (YES/NO)	PAGE NO
1	Covering Letter	Letter of transmittal (Scanned Copy)		
2	Power Of Attorney	Power of attorney on Rs. 100/- Non Judicial stamp paper duly notarised, if power is delegated for signing the bid to other persons by applicant. (Scanned Copy)		
3	Certificate Of Registration	Certificate of registration as approved contractor of concerned State Government/ Railway/ CPWD/ Government bodies. The applicant(s) who are registered with other Government (State / Central), Board, Corporation, and Government Undertaking / Organizations of state & central government including all Public Sector Units shall submit proof of application made for registration for "A" and above class in Gujarat State (Scanned copy) .		
4	Permanent Account Number (PAN) And Income Tax Details	Copy of the latest Income Tax Return with permanent account number (PAN) and Income Tax ward where assessed. (Scanned copy) .		
5	Company Establishment Details	Letter of Incorporation of the company (Individual or any member in case of JV/ consortium)		
6	List Of Work On Hand And Work Completed	A scanned copy of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed. (List of Work on hand to be supported with non-judicial stamp paper of Rs. 100/ duly notarized).		
7	Earnest Money Deposit	Scanned copy of E.M.D. in accordance with relevant clause in "Tender Notice" of tender notice and the original shall also be submitted in physical form by RPAD/Speed post		

8	Tender Fee	Scanned copy of Account payee Demand Draft for Tender Fee in accordance with relevant clause of Tender Notice, and also in physical form shall also be submitted by RPAD/Speed post		
9	Solvency Certificate	Scanned Copy of the Solvency Certificate (Min 400 lacs) from Bank of required amount as per Tender Notice.		
10	Undertaking Regarding Document Submitted, Are True.	The bidder should submit undertaking on non judicial stamp paper of Rs. 100/- duly notarized regarding document submitted, are true.		
11	Joint Venture Agreement	Bidder (individual or any member in case of JV/ consortium) shall not have suffered bankruptcy/ insolvency during the last 5 years. For this Certificate of CA appointed by the bidder must be produced along with a self affidavit on non judicial stamp paper of Rs. 100/- duly notarized		
		Power of Attorney on the name of lead partner in JV Agreement on non judicial stamp paper of Rs. 100/- duly notarized		
12	Bidder Past Performance	The bidder, whose contracts are earlier terminated on account of poor performance in Valsad Nagarpalika works, will not be eligible. For this tender Self Declaration by bidders is required		
13	Supporting Document	Form-0 to Form-24		
14	MOU Allowed For Qualifying Criteria On Non Judicial Stamp Paper Of Rs. 100/- Duly Notarized	1-Pumping Machineries (If Applicable)		
15	MOU To Be Submitted On Non Judicial Stamp Paper Of Rs. 100/- Duly Notarized	1-Pipe Supply assurance (If Applicable) 2-Pumping Machineries Assurance (If Applicable)		

16	Other Documents	Schedule of construction method		
		Work plan		
		Schedule of Major items of equipments		
		Schedule of key personnel		

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

LETTER FOR SUBMISSION OF TENDER**To**

The Chief Officer
Valsad Nagarpalika,
Azad Chowk,
Valsad 396 001

Sub:Submission of Tender Application For (Name Of Work)

Sir,

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

- technologies proposed etc. and the detailed Work Plan proposed for execution.
- 12 We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works.

Sr. No.	Works	Client / owner
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- 13 We hereby confirm that there are no deviations to the terms & conditions of the contract and we are liable for execution of this contract in accordance with the stipulated conditions of the contract.

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

- 15 We are enclosing herewith "Form H"

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

Signature of Applicant.

(NAME IN BLOCK CAPITALS)

Address _____

Seal of Applicant

Date of submission

Witness _____

Address _____

Occupation _____

Enclosures :

FORM - 1**DETAILS OF ORGANIZATION STRUCTURE OF THE BIDDER**

1.	Name of Bidder	
2.	Nationality of Bidder	
3.	Office address Telegraphic Address Telephone Number Fax Number E-mail address.	
4.	Year of Establishment	
5.	Location of Establishment	
6	Bid is submitted as a) An individual b) A proprietary firm c) A firm in partnership d) A limited Company or Corporation e) A Group of Firms / Joint Venture (if applicant is of category "f" give complete information in respect of each other). f) A Group of Companies	
7.	Attach the Organization chart showing the structure of the organization including the names of the Directors and Position of officers	
8.	Number of years of experience a) as a prime contractor (Contractor shouldering main responsibility) i) in own country ii) other countries (Specify countries) b) in a joint venture i) in own country ii) other countries (Specify countries)	
9.	For how many years has your organization been in business of Civil Engineering works under its present name? What were your fields when your organization was established?	
9a	Whether any new fields have been added in your organization? and if so, when?	
10	Whether you were required to suspend construction for a period of more than six months continuously after the work was started? If so, give the name of project and reasons thereof.	

11	Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work)	
12	In how many of your projects penalties were imposed for delays? (Please give details)	
13	In which fields of civil engineering construction do you claim specialization and interest?	
14	Give details of experience includes water supply & sewerage projects, pipe laying works, Installation of large capacity of Pumps with modern technology and quality control.	
15	Give details of experience for construction of large water supply and sewerage projects.	
16	Give details of experience in using heavy earth moving machinery, machineries for pipe laying	
17	Give details of testing laboratory, if any.	
18	In how many of your works cases of litigations have arisen?	
19	If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise state. DELETED	
	<ul style="list-style-type: none"> I. Name and Address of Joint Venture II. Name of Lead Firm III. Name and address of each of the partner/ member of JV IV. Indicating the responsibility of planning, construction equipments and execution of the work of each of the JV partner. V. Name and address of the bankers to the JV VI. Details regarding financial responsibility and participation (percentage share in the total) of each firm in the JV. Attach a certified copy of the JV (in prescribed Proforma) 	

FORM – 2
DETAILS OF PERSONNEL

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

A)	1) 2) 3)	Details of the Board of Directors Name of the Director Address Organization of the Board of Director	
B)	1) 2) 3) 4) 5) 6) 7)	Key Technical and administrative Personnel and Consultants Individual's Name Professional Qualification Present position in the firm Professional experience and details of works carried out No. of years worked with the applicant. Languages known Additional information	
(C)	Key Technical , Administrative Personnel		
	Sr. No.	Key Personnel	Nos. Professional Experience Qualification
	1.	Project Manager	
	2.	Civil Engineer	
	3.	Civil Supervisor	
	4.	Technical Assistant	
(D)		Skilled and other labor (indicate number category wise) 1) Skilled labor 2) Other labor	

FORM – 3
DETAILS OF MACHINERY EQUIPMENTS AND WORK PLAN

Plant & Equipments Owned & Proposed for the Project

Name of Applicant:

The Applicant will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Employers requirements. A separate Form-3 will be prepared for each item of equipment proposed by the Applicant. For each item of equipment, the applicant should attach a copy of ownership certificate or lease agreement.

Name of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Facsimile	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the Project	

**In case of Joint venture the above form shall be filled by The JV members separately-
DELETED**

FORM - 4**INFORMATION RELATING TO FINANCIAL CRITERIA**

Name of Applicant or partner of a joint venture:

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

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

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

Annual turnover data for the last seven financial years i.e. to (Rs. In lacs)

Year	Turnover	Annual income from contracting	Annual income from other sources
2011-2012			
2012-2013			
2013-2014			
2014-2015			
2015-2016			
2016-2017			
2017-2018			
[B] Joint Venture -DELETED			

Note: The declared figures as mentioned above shall be supported with balance sheet certified by Chartered Accountant and duly notarized for the respective financial year.

FORM - 5
FINANCIAL DATA

1)	Name of Firm		
2)	Name of Partner / Director		
3)	Capital (a) Authorized (b) Issued and paid up		
4)	Furnish Balance sheet and profit and loss statement with Auditor's Reports and Income Tax assessment orders for last Seven (7) financial years. It should, interlaid include the following information i) Working Capital ii) Foreign Investment iii) Turnover for the last seven (7) financial year, the contract receipts for Civil Engineering works (Furnish reference page number to balance sheet attached)		
Sr. No.	Year	Turnover (Rs in Crores)	Reference page No. to balance sheet or other documents
(I)	2011-2012		
(II)	2012-2013		
(III)	2013-2014		
(IV)	2014-2015		
(V)	2015-2016		
(VI)	2016-2017		
(VII)	2017-2018		
GROSS INCOME IN THE LAST SEVEN (7) FINANCIAL YEAR			
Sr. No.	Year	Gross Income (Rs in Crores)	Reference page No. to balance sheet or other documents
(I)	2011-2012		
(II)	2012-2013		
(III)	2013-2014		
(IV)	2014-2015		

(V)	2015-2016		
(VI)	2016-2017		
(VII)	2017-2018		
5.			
6.	Maximum gross income from contract works during last seven (7) financial year		
7.	What is the maximum cost of the project that has been handled? (Please give details)		
8.	Have you ever been denied tendering facilities by any Government / Government Undertaking Organisations / Public sector under taking etc.? (If Yes, Please give details)		
9.	List your sources of finance		
10	Amount of financial soundness certified by Bank. (Attach copy of certificate)		
11.	Name and address of Bank from whom reference can be obtained		
12.	Have you ever been declared bankrupt? (If yes, please give details)		

Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.

SIGNATURE OF BIDDER

FORM-6

List of works already completed by the bidder during last 7 financial years i.e. From year 2011-2012 to year 2017-2018& up to one month prior to last date of submission of the bid

S r.No .	Na me of wor k	Plac e/ Dist . / State	Tende red amou nt Rs. In Lac	Cost on comple tion Rs. In lac	Date of starti ng	Origina l time limit in mont hs	Exten ded time limit in month s	Time taken in month to compl ete the work	Actual date of comple tion	Reaso n for delay in comple tion	Rema rks
1.	2.	2a.	3.	4	5a	5b.	5c.	5d.	5e	6	7

Note:

- Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.

Date:

Signature of the Bidder.

FORM-7**DETAILS OF WORKS ON HAND WITH BIDDER**

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

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and Location	
4)	Client's Name and Address	
5)	Tendered Cost of work (Rs. in Lacs)	
6)	Brief description of works including principal features and quantity of main items.	
7)	Details of work on hand i) Date of Starting ii) Percentage of Physical completion iii) Amount billed for the work completed iv) Cost of work remaining to be executed v) Stipulated date of completion vi) Anticipated date of completion.	
8)	Name of Applicant's Engineer - in - Charge with Professional Qualification.	
9)	Explain for non-completion of work within stipulated time limit if so.	
10)	Whether any Penalties / Fine / Stop notice / Compensation/ Liquidated Damages imposed? (Yes or No), (If Yes, give amount and explanation)	
11)	Details of Litigation / Arbitration cases, if	

	any pertaining to ongoing works.	
12)	Attach Client's certificate for the details furnished in the Form-3A/ Form-11 (Not below the rank of Executive Engineer or equivalent).	

Note:

- Necessary certificates showing the year wise breakup of amount of work done from the officer concerned shall be attached with the tender.

SIGNATURE OF BIDDER

FORM – 8

DETAILS OF EXPERIENCE OF COMPLETED WORKS (SIMILAR NATURE)

Give details of the similar type of work completed during last seven (7) financial year from i.e. year 2011-2012 to year 2017-2018. & up to one month prior to last date of submission of **the bid** in the following Proforma. (Separate form for each work)

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

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and location	
4)	Client's Name and Address	
5)	Total Tendered cost of work (Rs. in Lac)	
6)	Cost of completed work	
7)	Brief description of works including principal features and quantity of main items.	
8)	Annual achievement (duly supported by certificate from Engineer In -Charge) a) Of key quantities, total physical output of last seven (7) financial year (Separately for each item) (For EPC contract for Water Supply Projects) b) Financial Output in Rupees (Cost of Work) (Including cost of materials supplied by the client)	
9)	Period of completion (a) Originally stipulated time limit. (b) Date of starting (c) Stipulated date of completion (d) Extended time limit	

	if any, Actual time taken to complete the work. Reasons for non completion of work in stipulated time limit / extended time limit if so. (e) Actual Cost of Work Done	
10)	Name of applicant's Engineer - in -charge of the work and his educational qualification	
11)	Were there any Penalties/ Fines / Stop notice / Compensation / Liquidated Damage imposed? (Yes or No. If yes, give case wise details)	
12)	Give the details of Annual Financial Performance and your experience in execution in mobilizing Lift Irrigation, Pipeline Project	
13)	Details of Litigation / Arbitration cases, if any pertaining to work completed.	
14)	Attach Client's certificate in Form-3A (Not below the rank of Executive Engineer or equivalent)	

SIGNATURE OF BIDDER

- (*) If the information is hidden or misleading by the bidder, he shall be disqualified for the Tender and debarred for three financial years.**

Note:

FORM - 9**ADDITIONAL INFORMATION AND LITIGATION HISTORY / DEBARMENT / BLACKLISTING**

Name of Applicant :

1. PLEASE DESCRIBE:

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

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

SIGNATURE OF BIDDER

Note:

FORM – 10**INFORMATION FOR TENDERS SUBMITTED BUT NOT AWARDED**

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

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

Note: Giving additional information as per (a) and (b) shall not automatically lead to prequalification.

SIGNATURE OF BIDDER

Note

FORM – 11

Name of Office:-

Date:

CERTIFICATE FOR EXPERIENCE OF WORK

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

1(a)	Name of Joint Venture (If applicable)	
1(b)	-Office address. -Name of state - Telegraphic address -Telephone number with STD code -Fax number. -E-mail address.	
2)	Percentage of share of the agency as per Joint Venture agreement (If applicable)	
3)	Tendered amount Rs. in Lac.	
4)	Actual cost of work completed, including price escalation	
5)	Time Limit in months	
6)	(A) Actual date of starting. (B) Stipulated date of completion	
7)	Actual / expected date of completion	
8)	Whether any fine imposed for not carrying the work as per stipulated time Schedule? (If Yes please give details)	
9)	Execution of pipe line work, type of pipe, diameter in mm & length in kms	
10)	Execution of Elevated storage with capacity and ground storage with capacity in million liters	
11)	Execution of pumping machinery in KW (excluding standby)	
12)	Operation & Maintenance of Water supply scheme	

Note:

- 1 The agency has carried out the work timely/ late and satisfactorily/ unsatisfactorily.
- 2 Details of quantities of main items of similar nature of work shall be given in the respective column.

SIGNATURE OF ACCOUNTANT

SIGNATURE OF CHIEF OFFICER

NAME OF ACCOUNTANT

NAME AND SEAL OF OFFICER

DATE:

DATE:

PLACE:

PLACE:

FORM - 12)– DELETED**JOINT VENTURE DATA**

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

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

FORM - 13
PERSONNEL/STAFF PROPOSED FOR THE PROJECT

Name of Applicant or partner of a joint venture - DELETED

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position.

The data on their experience should be supplied in separate sheets using one Form-14 for each candidate.

1.	Title of position: Project Manager
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position: Civil Engineer
	Name of prime candidate
	Name of alternate candidate
3.	Title of position: Mechanical Engineer
	Name of prime candidate
	Name of alternate candidate
4.	Title of position: Procurement Engineer
	Name of prime candidate
	Name of alternate candidate

Note: Attach **Manning (Personnel) Schedule** stating each personnel’s roles and responsibility for work to be carried out for the project.

FORM - 14

CURRICULUM VITAE OF PROJECT MANAGER & ALL KEY TECHNICAL PERSONNEL's

Name of Applicant or partner of a joint venture - DELETED

Proposed Position:		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
<i>Candidate information</i>	1. Name of candidate	2. Date of birth	
	3. Professional qualifications:		
<i>Present employment</i>	4. Name of employer		
	Address of employer:		
	Telephone:	Contact (manager / personnel officer):	
	Facsimile:	Telex:	
	Job title of candidate:	Years with present employer:	

Summarize professional experience over the last ____ years, in reverse chronological order.

Indicate particular technical and managerial experience relevant to this Project.

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

FORM - 15

PROPOSED SITE ORGANIZATION & MANAGEMENT

Name of Applicant or partner of a joint venture - DELETED

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

Note: Indicate clearly which responsibility and what authority will be delegated to site management.

FORM – 16

DETAILS OF EXPERIENCE FOR PHYSICAL QUALIFICATION CRITERIA

Sr.No	Name of work	Cost of work in Rs. Lakhs	Work completed/ in progress	Particulars of item	Unit	Qty in tender	Executed Quantity
				SCADA and Automation			
				House Service Connection			
				ESR			
				Pipeline			
				Operation and Maintenance			

Note: For each experience criteria Form-11 shall be submitted by the contractor duly signed by the employer

FORM – 17

Approach and Methodology with Conceptual Design and Supporting Calculations of the System

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

SIGNATURE OF THE BIDDER

FORM-18**PROFORMA FOR LETTER OF UNDERTAKING (FORM-H)**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- AND SUBMITTED BY THE TENDERER ALONG WITH HIS TENDER IN A SEPARATE COVER)

To,
Chief Officer,
Valsad Nagarpalika
Valsad

Dear Sir,

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

- iii. I/We hereby declare that I/We have carefully studied the conditions of contract and specifications and other documents of this work and agree to execute the same accordingly.
- iv. I/We hereby declare that my/our near relatives are not working in this division or in its sub-divisions as an Engineer of any category, Divisional Accountant, Store Keeper, and in the Circle Office as a Superintending Engineer as on today.
- v. I/we hereby declare that I/we are not declared ineligibility for corrupt or fraudulent practices issued by the central/state govt. In accordance with **Sub Clause No. 41 Corrupt or Fraudulent Practices** or not in the list of black listed contractors announced by Valsad Nagarpalika / Govt of Gujarat or its Public Sector Undertakings, Government of India, Other states Government or Public Sector Units.
- vi. I/ We hereby submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders i.e. up-to ----- . I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of Valsad Nagarpalika agreeing to open my/ our tender, consider and evaluate the same for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.

vii. I/We also declare that the bid duly filled in online and digitally signed and the required Earnest Money Deposit, Tender Fee and other required documents (scanned copy submitted online) will be handed over in physical form to theby **RPAD/Speed Post/ Courier only**.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken I/weshall be debarred from bidding in Valsad Nagarpalikatender for three years and my/our security deposit may be forfeited by Valsad Nagarpalikain full & the tender, if any, to the extent accepted, may be cancelled.

Signature along with seal of the Company

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

Name:

Designation:

Name of Company (BLOCK LETTERS)

WITNESS :

Signature :

Date :

Date :

Postal Address :

Name &Address :

Telephone/Fax No.

Form-19
FORM OF BANK GUARANTEE
(Earnest Money Deposit)

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

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

Signature and Seal of the
Guarantor Bank:

Address:

Date:

Form-20 (Form-3A)**WORK WISE DETAILS OF WORK COMPLETED/ IN PROGRESS BY THE CONTRACTOR**

1. Name of Contractor :
2. Name of Work :

3. Estimated Cost Of Work Put To Tender :

4. Tendered Amount :

5. Date of starting of the work :

6. Date of completion of the work :
(As per contract agreement)

7. Actual Date of Completion of Work :
8. Amount of work done upto :
9. Brief history of the work :

Sr. No.	Particular	Unit	Qty.

- 10 State whether details as above given by the contractor correct, if not as to what is the correct information. :

- 11 State whether the contractor has executed the work in progress satisfactory as per specification/ has completed the work, satisfaction, if any give the correct position of the work. :

Partner

Note :In case of Joint Venture the above form shall be filled by the JV members separately -
DELETED

Form-21

PERFORMANCE GUARANTEE

(See clause No. 1)

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

Principal (Contractor) _____

Surety (Scheduled or Nationalized Bank) _____

Sum of bond (express in words and figures) _____

Contract No. and date of contract _____

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

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

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

We _____ further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or

discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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

In the presence of witness _____ individual

Principal

1. _____ as to _____ (seal)

2. _____ as to _____ (seal)

3. _____ as to _____ (seal)

4. _____ as to _____ (seal)

By _____ affix Corporate Seal

Attested _____ Corporate Surety

Business address

Affix by _____ Corporate Seal

Title _____

For and on behalf of the Employer

Form-22 (If Applicable) - DELETED

Form-23**“Assured Pipe Supply Declaration” - Not Applicable**

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

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

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

Authorised Signatory of the Contractor Authorised Signatory of the Manufacturer.

FORM - 24

MEMORANDUM OF UNDERSTANDING (MOU)-

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

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

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

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

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

Name of Project: _____

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

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

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

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

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

For, (Name of Bidder)

For, (Name of Pipe Manufacturer)

Authorised Signatory

Authorised Signatory

Encl. : Form 23 - Assured Pipe Supply Declaration