



::GUJARAT HIRA BOURSE::

Gem & Jewellery Park, Ichchhapore, Surat.

TENDER DOCUMENTS FOR

**CONSTRUCTION OF COMPOUND WALL FOR PLOT NO.11 OF GEM
& JEWELLERY PARK AT VILLAGE ICHCHHAPORE, TALUKA:
CHORYASI, DIST: SURAT.**

Volume-I

Commercial Bid

The Secretary
Gujarat Hira Bourse
2nd Floor, Administrative Building,
Oppo.: Ichchhapore Bus Stand No.2,
Pal- Hazira Road, Ichchhapore,
Surat.-394510, Gujarat.
Ph. No. +91 261 2977228, 2977328
E-mail: ghbsurat@gmail.com
Website: www.gujarathirabourse.org

Construction of Compound Wall for M/s. Gujarat Hira Bourse, Surat

1. Name of Work : CONSTRUCTION OF COMPOUND WALL FOR PLOT NO. 11 OF GEM & JEWELLERY PARK AT ICHCHHAPORE, SURAT.

2. Estimated Cost of Tender: Rs. 35,00,000/-

3. Bid Security/EMD : Rs. 1,00,000/- (Rupees One Lac Only) in form of Demand Draft drawn from Nationalized Bank, in favour of “ Gujarat Hira Bourse” Payable at Surat.

4. Cost of Tender Documents inclusive of all taxes : (Non-refundable) Rs.3500/- (Rupees Three Thousand Five Hundred only) (Payment by Demand Draft in Favour of Gujarat Hira Bourse, drawn from any nationalized bank payable at Surat along with EMD envelope at the time of submission of Tender.)

5. Bid Documents issued to:
(Contractor's Name, Address & Contact Mobile Number)

6. Signature of Issuing Officer with Date and Seal :

7. Contents of Tender Documents:

1. Information of Tender
2. Abstract of Tender
3. Eligibility Criteria
4. Evaluation Criteria
5. Check List
6. Chapter: I Notice Inviting Tender
4. Chapter: II Instruction to Bidders
5. Chapter:III Conditions of Contract

Information of Tender

- 1. Name of Work :** **Construction of Compound wall for Plot No. 11 of Gem & Jewellery Park Ichchhapore, Surat.**
- 2. Developer :** **Gujarat Hira Bourse.**
- 3. Developer's Head Office :** Gujarat Hira Bourse,
2nd Floor Administrative Building,
Oppo. Ichchhapore Bus Stand No.2
Pal- Hazira Road, Ichchhapore
Surat -394 510, Gujarat.
Ph.No. +91 261 2977228, 2977328
E-mail: ghbsurat@gmail.com
www.gujarathirabourse.org
- 4. Contact Persons at Office :** **Mr. S. M. Karkar, CEO (M) +91 7698267598**
Mr. M. S.Jhaveri, Civil Engineer (M) +91 9824376065
- 5. Site Address :** Gem & Jewellery Park, Near GIDC Water Tank,
Ichchhapore ,Surat
- 6. Cost of Tender Documents :** **Rs. 3500/- (Non Refundable) inclusive of all taxes.**

ABSTRACT OF TENDER

- 1. Name of the Project:** Gem & Jewellery Park, Ichchhapore, Surat.
- 2. Name of the Work:** TENDER FOR CONSTRUCTION OF COMPOUND WALL FOR PLOT NO.11 OF GEM & JEWELLERY PARK AT ICHCHHAPORE, SURAT.
- 3. Nodal Agency & The Developer:** **Gujarat Hira Bourse,**
2nd Floor Administrative Building,
Oppo. Ichchhapore Bus Stand No.2
Pal- Hazira Road, Ichchhapore,
Surat -394 510, Gujarat.
Ph.No. +91 261 2977228, 2977328
E-mail: ghbsurat@gmail.com
www.gujarathirabourse.org
- 4. a) Dates of Downloading of Tender Documents:** **From 15.11.2016 onwards.**
- b) Last date of submission of Tender Documents** **30.11.2016 Time up to 14.00 Hr.**
- c) Date and Time for opening of Tenders:** **01.12.2016 Time: at 15.00 hrs. If possible**
- 5. Period of Tender Validity:** 60 (sixty) days from the date of opening the tenders.
- 6. Amount of Bid Security/EMD:** Rs. 1,00,000.00 (Rupees One Lac Only) in form of Demand Draft drawn from Nationalized bank, in favour of “ Gujarat Hira Bourse” Payable at Surat.
- 7. Performance Security:** 5% (five percent) of the Contract Price in the form of an Unconditional Bank Guarantee (Annexed-B), to be provided within 15 days of issue of the Letter of Acceptance (LOA). The performance Security Shall be valid until the contractor has executed & completed the works and remedied any defects therein in accordance with the contract. Such Security shall be returned to the contractor within 30 Days after the completion of defect liability Period.
- 8. Retention Money:** 5% (Five percent) of work done of the first and following Interim Payments & Maximum upto 5 % of Contract Price..

- 9. Refund of Retention Money:** 2.5% upon issue of taking over certificate.
2.5% on completion of defect liability period.
- 10. Advance Payment:** No advance payment is admissible.
- 11. Period within which Formal Agreement shall be executed after notification by the Developer :** Within 10 (TEN) days from the date of issue of of Letter of Acceptance(LOA) as per Annexure-“A”.
- 12. Date for Starting of Work:** Within 7 days from the date of the LOA
- 13. Completion Time:** 90 Days from the date of LOA.
- 14. Amount of Liquidated Damages for delay in Completion of Works:** 0.5% (Zero point five percent) per week or part of week of the Contract Price (Maximum upto 5% of Contract Value) for failure to complete the works within the stipulated time for completion.
- 15. Defects Liability Period:** 6 Months from the completion of work.
- 16. Price Escalation :** No any escalation shall be considered in any case of delay in completion but only time limit shall be extended against justified reasons & Causes.
- 17. Deduction of Tax :** As per the prevailing Tax Rules of the Government of India and the Government of the State of Gujarat. Contractor will quote his rates as per all Tax liability.
- 18. Billing Format:** Billing format will be got approved by Account Section, Gujarat Hira Bourse prior to submission of first bill . Contractor will provide all details/data considered during calculating of Taxes added in rates to bifurcate the Tax liability as per prevailing Government Act.

19. Submission of Tenders:

Sealed tenders should be submitted by Registered Post AD or by Speed Post as well as by Hand Delivery at Registered Office of **Gujarat Hira Bourse, at 2nd Floor, Administrative Building, Oppo.: Ichchhapore Bus Stand No.2, Pal- Hazira Road, Ichchhapore, Surat.- 394510, Gujarat.** No tender shall be accepted/opened in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that the developer shall not assume any responsibility for late receipt of the tender. Separate small envelope with Demand Draft of EMD and Demand Draft of Tender fees shall be super cribbed as “ EARNEST MONEY DEPOSIT AND TENDER FEES” on envelope. Main Envelope of Tender Documents shall be super cribbed as “ TENDER FOR CONSTRUCTION OF COMPOUND WALL FOR PLOT NO.11 AT GEM & JEWELLERY PARK AT SURAT – PRICE BID/TECHNICAL BID” on the main envelope.

20. Opening of Tenders:

Tenders will be opened at specified time and date at Registered office of Gujarat Hira Bourse, Ichchhapore, Surat, and quoted aggregate amount will be read out in presence of such tenderers or their authorized representative as present but if they fail to attend during opening of the tenders on the schedule time and date, tenders will be opened in their absence and no subsequent objections would be entertained under any circumstances whatsoever. Gujarat Hira Bourse does not bind them to accept the lowest or any other tender, or to give any reason thereof. Gujarat Hira Bourse Reserves the right to reject any or all tenders without assigning any reasons. Gujarat Hira Bourse Reserves the right to change the Date, Time and Place of opening as per convenient.

Dated this _____ Day of _____ 2016

Signed and Sealed by:

In the Capacity of

Name and Address of Bidder:

Witnessed by 1 _____ 2 _____

Name and Address _____

Occupation _____

Annexure-A

CONTRACT AGREEMENT

This Agreement made on the _____ between **GUJARAT HIRA BOURSE**, having its Registered Office situated at **2nd Floor, Administrative Building, Oppo.: Ichchhapore Bus Stand No.2, Pal- Hazira Road, Ichchhapore, Surat.-394510, Gujarat.** (hereinafter called “The Developer”) of the one part and **M/s _____**, having its Registered Office situated at _____

(hereinafter called “the Contractor”) of the other part.

WHEREAS the Developer is desirous that certain works should be executed by the Contractor, viz, **CONSTRUCTION OF COMPOUND WALL FOR PLOT NO.11 OF GEM & JEWELLERY PARK AT ICHCHHAPORE, SURAT** (hereinafter called the works) **for Gujarat Hira Bourse** and the developer has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

AND WHEREAS pursuant to the Bid submitted by the Contractor, vide dated _____ (hereinafter referred to as the Bid) for the Execution of works and subsequent correspondence made in this regard, the Developer by his Letter of Acceptance (LOA) dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of and defects thereon, on terms and conditions in accordance with the documents listed in Para 2 below.

AND WHEREAS the Contractor has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz. :
 - 1 The Letter of Acceptance/Work Order;
 - 2 Any modifications, amendments issued by developer prior to the final bid submission date up to conclusion of negotiations.
 - 3 Invitation to bidders
 - 4 Instruction to bidders
 - 5 The General Conditions of Contract
 - 6 The Special Conditions of Contract
 - 7 Technical Proposal
 - 8 The Drawings
 - 9 The Priced Bill of Quantities

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- 10 Technical Specification – For Civil, Structural, Materials, Mechanical, Electrical, Pipings, Instrumentation and Operation & Maintenance
 - 11 Any correspondence between the Developer and contractor from the date of submission of bids and signing of agreement .
3. In consideration of the payments to be made by the Developer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the developer to execute and complete the Works within prescribed time limit and along with defect liability responsibility in conformity in all respects with the provisions of the Contract as per good engineering practice.
4. The Developer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. As per the provisions under General Conditions of Contract, it is agreed that time is of the essence in completing the Works. All Works shall be completed within Completion Period allowed from the date of commencement of the works or such extended time as may be allowed.
11. This Agreement is being executed in Two Original Sets on Non Judicial Stamp Paper of Rs.100/- each to be retained one each by both the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Developer through Shri Nanubhai B. Vanani , Secretary ,
For and on behalf of **Gujarat Hira Bourse**

The Common Seal of **Gujarat Hira Bourse, Surat**

in the presence of :

1. Name :

Address :

Signature

2. Name :

Address :

Signature

AND

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the said Contractor through _____ ,

For and on behalf of **M/s**

The Common Seal of **M/s**

in the presence of :

1. Name :

Address :

2. Name :

Address :

Annexure-B

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Secretary,
Gujarat Hira Bourse,
2nd Floor, Administrative Building,
Oppo.: Ichchhapore Bus Stand No.2,
Pal- Hazira Road, Ichchhapore,
Surat.-394510, Gujarat.

Whereas **M/s** _____, having registered office at _____ (hereinafter called “the Contractor”) has undertaken in pursuance of the provisions of the Letter of Acceptance Dt. _____ and Bid Offer Documents Dt. _____ for works viz. CONSTRUCTION OF COMPOUND WALL FOR PLOT NO.11 OF GEM & JEWELLERY PARK AT ICHCHHAPORE, SURAT.

AND WHEREAS it has been stipulated by you in the said LOA and Bid Offer that the Contractor shall furnish you with a bank guarantee if any Nationalized Bank of India for the sum specified therein as security for compliance with Contractor’s obligations in accordance with the contract;

And whereas we [Bank’ Name and address] have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, upto a total sum of Rs. _____, such sum being payable in Indian Rupees in which Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. (amt. of Bank Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of contract or work to be performed there under or of any of the contract documents which may be made between you and the Contractor in any way relieve us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until the date of Completion of defect Liability Period or till the date decided by Gujarat Hira Bourse.

Notwithstanding anything contained herein :

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1. Our liability under this guarantee shall not exceed Rs. (amt. of Bank Guarantee) ,
2. This Guarantee shall be valid upto _____ and
3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before [Dt. of expiry of B.G.] . Thereafter we shall discharge from our liability .

Date :

Place :

Signature of Bank Officials
And Seal of the Bank

: ELIGIBILITY & QUALIFYING CRITERIA :

- a) The bidder/contractor should be Registered as approved Contractor in E-1 Class or equivalent or above with State Government / Central Government / Government Undertaking / Corporation. He should have a clean record for successful executions of Civil works during the period of past 3 years. Should have experience of at least One Civil Work done completed/done of amounting upto Rs. 15 Lacs OR Two Civil works done/Completed of amounting upto Rs. 9.00 Lacs each OR Three Civil works done/Completed of amounting upto Rs. 5.00 Lacs each during Last 3 Years.
- b) **Litigation History**
The bidder shall provide accurate information on any litigation or arbitration resulting from Contracts completed or under execution over the past 5 years. The consistent history of awards against the bidder may result in failure of bid eligibility criteria.
- c) The bidder shall submit a profile of his company furnishing list of engineers, equipments & other manpower.
- d) **The eligibility criteria in respect of financial parameters to be fulfilled by the applicant are as under:-**
Should have minimum Average Annual Turnover of Rs. 40.00 Lacs during last three years ending 31.03.2016. This should be duly audited by a Chartered Accountant if applicable. In support of annual turnover of the preceding three years, relevant authenticated documents should be submitted.
- e) The Bidder should have suitable qualified personnel, minimum Degree/Diploma holders in discipline of Civil Engineering with adequate experience for management and execution of work.
- f) Only those firms will be considered qualified for submission of tender who fulfils the above qualifying criteria. If the application are not accompanied with any of the required documents, the same are liable to be rejected and no claim whatsoever will be entertained.

- g) Attested photocopies of performance/completion certificates of completed and commissioned works must be submitted by the agency/contractor , in absence of which shall summarily result in rejection of tender.
- h) Submission of false information / documents by the prospective tenderer will invite dis-qualification from tendering process including forfeiture of EMD. Even prosecution proceeding can be launched against the tenderer.
- i) All the documents, certificates submitted shall be issued by Engineer-in-Charge or rank not below Executive Engineer or equivalent.
- j) The Earnest Money Deposit equal to specified amount in form of Demand Draft payable at Surat in favour of M/s.Gujarat Hira Bourse. Any bid not accompanied with requisite Earnest Money Deposit and Tender fees in acceptable form shall be rejected. Technical cum Commercial & Price Bid shall not be opened without receipt of EMD and Tender fees.
- k) Gujarat Hira Bourse reserves the right to reject or accept any prospective tender without assigning any reason. No Contractor/ Bidder shall have any claim arising out of such action.**
- l) All disputes concerning in any way with this tender are subject to Surat, Gujarat (India) Jurisdiction only.

:: EVALUATION CRITERIA ::

- The Developer will evaluate and compare only the tenders determined to be substantially responsive.
- In evaluating the tenders, the developer will determine for each tender the evaluated tender price by adjusting the tender price as follows:-
 - a. Making any correction for errors.
 - b. Making an appropriate adjustment for any other acceptable variations or deviations:
 - c. Applying any discounts offered by the tenderer for the award. Overall discount for reduction in quoted rates shall be considered as valid.
- Gujarat Hira Bourse reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefit to the developer shall not be taken into account in tender evaluation.
- The estimated effect of any price adjustment provisions of the Conditions of Contract applied over the period of execution of the contract shall not be taken into account in tender evaluation.
- After opening of tender, Gujarat Hira Bourse will invite all or/and only qualified tenderes to submit the rate analysis of all or specific items of BOQ for justification of workability of rates. Contractor will submit accordingly in specific time schedule.
- If the tender of the successful tenderer is seriously unbalanced in relation to or is substantially below the estimate of the cost of work to be performed under the contract, Gujarat Hira Bourse may require the tenderer to produce detailed price analysis of any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. In the event that the detailed price analysis fails to support the tendered rates, or is deemed on evaluation to be unbalanced or unworkable, GHB reserves the right to either
 - (a) Reject the tender as being substantially non responsive.
 - (b) Require that the amount of the performance security be increased at the expense of the successful tenderer to a level sufficient to protect the developer against financial loss in the event of default of the successful tenderer under the

contract.

- Comparison of tenders will only be between tenders which conform fully to the specifications and the tender documents.

CHECKLISTS

- (1) Tender to be submitted in "ORIGINAL" as per details indicated in the tender.
- (2) Tender must be sent by Registered Post or Speed Post or hand delivery and should be submitted so as to reach before last hour of acceptance. Late tenders will not be opened.
- (3) Tender shall be duly sealed and the covering envelope shall be super scribed as specified and to be submitted on or before the specified date and time as per NIT..
- (4) The EMD/Tender Fees shall be submitted in form of Demand Draft only.
- (5) Variations to specifications, if any should be clearly mentioned by the tenderer.
- (6) The tender shall be filled completely in every respect and signed in ink or ball-pen wherever required before submission.
- (7) Documents enclosed as per eligibility criteria.
- (8) Tenderer shall quote rates including all applicable Taxes Liability.
- (9) Contractor will make his own arrangement for Electrical Power Supply at his cost. Gujarat Hira Bourse shall assist the Contractor to avail temporary power connection at as per his requirement at his own cost.
- (10) Contractor will make his own arrangement for Water required in execution of works as well for labours at his cost. Test Report for suitability of water for use in construction purpose will be submitted by the contractor as per the instruction of Engineer in charge.
- (11) Bidder shall visit site and ascertain his scope of works prior to submitting his sealed offer.

CHAPTER – I**NOTICE INVITING TENDER**

Tenders are hereby invited by **M/s. Gujarat Hira Bourse, at 2nd Floor, Administrative Building, Oppo.: Ichchhapore Bus Stand No.2, Pal- Hazira Road, Ichchhapore, Surat.- 394510, Gujarat.** from Indian Agencies/Contractors who fulfils the eligibility criteria given below for the following work.

Description of work
Construction of Compound Wall for Plot no. 11 of Gem & Jewellery Park at Village Ichchhapore, Taluka: Choryasi, Dist: Surat.

1. Invitation:-

All the reputed and experienced contractors duly registered in appropriate class with sufficient experienced are hereby invited to submit their financial & Technical proposal for the works for Item Rate Contract for “Construction of Compound Wall for Plot No.11 of Gem & Jewellery Park, Ichchhapore, Surat”. The tender shall be item rate with material, labour & Taxes all inclusive.

Name of Work	Estimated Cost of Work	Tender Fee	Earnest Money Deposit	Time Limit	Class of Registration/ Experience
Construction of Compound Wall for Plot no.11 of Gem & Jewellery Park, Ichchhapore, Surat.	Approximately Rs. 35.00 Lacs.	Rs. 3500/- (non-refundable) inform of Demand Draft Drawn from Nationalized Bank in Favour of Gujarat Hira Bourse & payable at Surat.	Rs. 1,00,000/- inform of Demand Draft Drawn from Nationalized Bank in Favour of Gujarat Hira Bourse & payable at Surat.	90 Days from the date of Starting of Work	E-1 Class of Registration with any Govt./Semi Govt./ Corporation/ Board with Tendering Capacity Limit upto Estimated cost.

2. Issue of Blank Tender Forms:

The Bidder shall download the tender document from website of Gujarat Hira Bourse, **Website: www.gujarathirabourse.org**

Contractor will prepare all three Volumes separately duly spiral binding as

- 1) VOLUME-I(Commercial Bid) ,
- 2) VOLUME-II (Technical Bid) and
- 3) VOLUME-III (Price Bid).

CHAPTER - II

INSTRUCTIONS TO BIDDER

IT-01 GENERAL:

- A. The Contract documents may be secured in accordance with the notice Inviting Tender for the work called for.

IT-02 EXAMINATION BY TENDERERS:

At his own expenses and prior to submitting his tender, each tenderer shall (a) examine the contract Documents, (b) visit the site and determine local conditions which may effect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all Central, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.

All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the next of any of the documents except in so far as may be necessary to comply with any addenda issued by M/s. Gujarat Hira Bourse.

IT-03 EARNEST MONEY DEPOSIT:

- B. The Earnest Money Deposit will be refunded to the unsuccessful tenderers after the award has been finalized or within 60 days from the date of opening.
- C. The Earnest Money Deposit (EMD) will be forfeited in event, the successful tenderer fails to accept the contract and fails to submit the Performance Guarantee Bond to the Developer as stipulated in this tender documents within ten days after receipt of notice of award of contract. In such case Developer may disqualify the tenderer from tendering for further works, under the jurisdiction of M/s.Gujarat Hira Bourse.
- D. The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
- E. No interest shall be paid by the Developer on any tender guarantee, Deposits Retention, Hold amount etc.

IT-04 PREPARATION OF TENDER DOCUMENTS:

Tenderers are requested to note the following while preparing the Tender Documents:

- A. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and signatures of authorised persons signing shall be in longhand.
- B. Unit wise prices in wording and notations must be in ink or type written. No erasures will be permitted, Mistakes may be crossed out and correction types or written adjacent thereto, and must be initialed by the persons signing the tender. All extensions of prices and arithmetic shall be checked before submission of the Tenders. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding. Similarly if there is discrepancy between the sum total given by the tenderer at the time of tendering and the sum actually worked out at the time of evaluation after carrying out all necessary multiplication, the total figures that is arrived at on the basis of the unit rate shall be considered and accepted.

IT-05 SUBMISSION OF TENDER DOCUMENT:-

Tenderer are requested to submit the tender documents in original in following manner.

(a) The sealed Envelope-A :-

The Envelope-A containing

- 1) Demand Draft of Rs. 3500/- as Tender Fees (Non Refundable)
- 2) Demand Draft of Rs. 1,00,000/- as Earnest Money Deposit
- 3) Pre-qualification fulfillment documents towards all criteria mentioned under the head "Eligibility & Qualification Criteria and Notice Inviting Tender".

(b) The sealed Envelope -B:- Vol-Commercial Bid & Vol-II Technical Bid

It will contain Volume –I(Commercial Bid) and Volume - II (Technical Bid). This Envelope will also contain bidder's detailed Technical Proposal alongwith relevant drawings duly signed by the contractor. The direct or indirect mention regarding cost in this cover shall be liable for outright rejection of tender. The technical bid of those contractors shall be opened who meets the pre-qualification criteria and who has submitted EMD & Tender Fees as per the tender qualification requirement.

(c) The Sealed Envelope -C:- Vol-III Price Bid

It will contain Volume - III, Price Bid as per the format indicated by M/s.Gujarat Hira Bourse.

All the sealed envelop (A), (B) & (C) shall be put into One separate sealed cover and shall be submitted by Speed Post or Registered Post Ad or hand delivery so as to reach Gujarat Hira Bourse Office within stipulated date & time.

Mailed tenders must be sent in a covering envelope by Registered Post Acknowledgement due. The return receipt will be endorsed to show the date and time of receipt mailed tender not received at the required place before the date and time set for the receipt of tenders will be rejected.

The tender must contain the name, address, contact telephone/mobile numbers and place of business of the person or persons submitting the tender and must be signed and sealed by the tenderers with his usual signature.

Tenders by partnership firm must be furnished with the full name and address of all partners and be signed with the partner's name by one of the member of the partnership or by a legally authorized representative followed by the signature and designation of person or persons signing. The tenders by /Companies must be signed with the legal name of the Companies by the president/or by the secretary or other person or persons legally authorized to bind the Company in the matter.

IT-06 WITHDRAWAL OF TENDERS :

If, during the Tender validity period, the Tenderer withdraws his Tender, the Tender Security(Earnest Money)shall be forfeited and the Tenderer may be disqualified from tendering for further works under the jurisdiction of The M/s. Gujarat Hira Bourse.

IT-07 INTERPRETATIONS OF TENDER DOCUMENTS:

Tenderers shall carefully examine the tender documents and full inform themselves as to all the conditions and matters which may in any way effect the work or the cost thereof. Should a tenderer find discrepancies or omissions from the specifications or other documents, or should be in doubt as to their meaning, he should at once address query to the Engineer provided for concerned authority as referred in the General Condition of Contract. Any resulting interpretation of the Tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the Engineer shall not be binding on M/s.Gujarat Hira Bourse.

In case where any discrepancy arise in drawing & specifications, conditions etc, the due decision of GHB shall be final & binding upon the Contractor.

IT-08 ERRORS AND DISCRIPANCIES IN TENDERS :

In case of conflict between the figures and words in the rates, the rates expressed in words shall prevail and apply in such cases.

IT-09 AWARD :

Award of the Contract or the rejection of tenders will be made during the Tender validity period stated in the Notice Inviting Tenders.

- A) After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the Developer. A copy of the required form is included in the Contract Documents.
- B) If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Security Deposit as required herein, the Developer may declare the Earnest Money Deposit forfeited.

IT-10 DISQUALIFICATION:

A tender shall be disqualified and will not be taken for consideration if :-

- (a) The outer envelope does not show on the outside the reference of bid and thus get opened before the due date of opening.
- (b) The Earnest Money Deposit and Tender Fees are not deposited in full and in the manner as specified in the tender.
- (c) The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- (d) The tender documents are not signed by an authorized person.
- (e) The general performance data for qualification not submitted fully.
- (f) The tenderer does not agree to deposit security amount as specified.
- (g) The tenderer does not agree to payment terms defined under clause Terms of Payment.

B. Tenderer may further be disqualified if :

- (a) Price variation is proposed by the Tenderer on any principles other than provide in the Tender Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.
- (c) The validity of tender is less than that mentioned as Tender Validity Period.
- (d) Any of the page or pages of the tender is/are removed replaced.
- (e) Any erasure is made in the tender.
- (f) Any other condition included in tender.

IT-11 STAMP DUTY:

The successful tenderer shall have to enter into an agreement at his cost and surety bond on a non-judicial stamp paper of required value as per the form of the agreement and surety bond approved by M/s.Gujarat Hira Bourse, SURAT. The agreement shall be executed on Stamp Paper as per the requirement.

IT-12 NON-TRANSFERABLE : Tender documents are not transferable.

IT-13 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the detailed specifications, instructions by Engineer In Charge. The conditional tender will be liable to be rejected.

M/S.GUJARAT HIRA BOURSE,

Signature & Seal of Contractor:-

Name:-

Address:-

Date:-

CHAPTER - III

CONDITIONS OF CONTRACT

GC-01 DEFINITIONS AND INTERPRETATIONS :

All definition, meaning & Interpretation of tender terms & conditions will be considered as per Govt. Norms and as per the instruction of Engineer In cahreg.

GC-02 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & STEEL YARD:

Developer shall provide only open land required for Field Office, Godown, Steel Yard etc. No any labours except Watchman will be allowed to stay inside the Park.

GC-03 RULING LANGUAGE :

. All dimensions for the materials shall be given in metric units only.

GC-04 INTERPRETATION OF CONTRACT DOCUMENT :

1. The provisions of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. Should there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such case shall be the final and binding to the contractor.
2. The materials, Design and Workmanship shall satisfy the relevant I.S.S. and Codes referred to. If Additional requirements are shown in the specifications, the same shall be satisfied over and above I.S.S. and Codes.
3. If the specification mention that the contract shall perform certain work or provide certain facilities, it will mean that the contractor shall do so at his own cost.
4. The correctness of the details given in the tender documents is not guaranteed. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be deemed to have examined the contract Documents, to have generally obtained his own information in all matters that might affect for carrying out the work or the Tenderer rates. Any error in description of quantity or omission there from, shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and Specifications at the tendered rates.
No verbal agreement or inference from conversation with any officer or employee of the worker either before or after the execution of the Contract Agreement shall

in any way effect or modify any of the terms of obligations herein contained.

GC-05 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions

GC-06 INSPECTION OF WORK :

1. The Engineer in charge will have full power and authority to inspect the work at any time wherever in progress either on the site or at the contractor's any other manufacturer's workshops or factories wherever situated and the contractor shall afford for Engineer-in-charge every facility and assistance to carry out such inspection.
2. No material shall be dispatched from the contractor's store on site of work before obtaining approval in writing of the Engineer- in-charge, Contractor shall provide at all time during the progress of work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of work by the Engineer-in-charge.

GC-07 METHODOLOGY & PROCUREMENT PLANNING:

Contractor will submit the methodology of his work style/system and the further procurement planning of consumable and non consumable materials at site immediately after receiving the Work Order/LOA..

GC-08 EXTENSION OF TIME :

Time shall be considered as the essence of the contract. If however, the failure of the contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of M/s.Gujarat Hira Bourse in supplying the details, clearance of sites or equipments it has undertaken to supply under the contract or from delays in handing over sites or from increase in the quantity of work to be done under the contract, or Force Majeure an appropriate extension of time will be given. The contractor shall request such extension within 7 days of the cause of such delay and in any case before expiry of the contract period. Only Time Limit against justified reasons will be extended but no any financial compensation is allowed on this account.

GC-09 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :

1. The contractor on award of the work shall name and depute a qualified Engineer, having experience of carrying out work of similar nature, to whom equipments, materials, if, any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

GC-10 LAWS GOVERNING THE CONTRACT :

The contract shall be constituted according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the courts of Gujarat .

GC-11 SETTLEMENT OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer in Charge subject to a written appeal by the contractor to the Engineer- in- Charge.

Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement can not be reached then all disputed issues shall be settled as provided in Article of GC- (Disputes or Differences to be referred to) and Article of GC (Decision Against Disputes).

GC-12 DECISION AGAINST DISPUTES :

All disputes of differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works of this contract, the decision of M/s.Gujarat Hira Bourse will be final.

GC-13 TERMINATION OF THE CONTRACT :

1. If the contractor finds it impracticable to continue operation owing to force majeure reasons or for any reason beyond his and/or the Engineer in Charge finds it impossible to continue operation when prompt notification in writing shall be

given by the party affected to the other.

2. If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations can not be resumed within reasonable time the Developer shall have the right to terminate the contract upon short term written notice to the other. In the event of such termination of the contract, payment to the contractor will be made as follows :
 - a) The contractor shall be paid for all works approved by the Engineer and for any other legitimate expenses due to him.
 - b) If M/s.Gujarat Hira Bourse terminates the contract owing to Force Majeure or due to any cause beyond its control, the contractor shall additionally be paid for any work done during the said time period including any financial commitment made for the proper performance of the contract and which are not reasonable defrayed by payment under (a) above;
 - c) M/s.Gujarat Hira Bourse shall also release all bonds and guarantees at its disposal except in case where the total amount of payments made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within Sixty (60) days after termination and M/s.Gujarat Hira Bourse thereafter shall release all bonds and guarantees, should the contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.
3. On the termination of the contract for any cause the contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the M/s.Gujarat Hira Bourse with respect to completion, safeguarding or storing of materials procured for the performance of the contract and the salvage and resale thereof.

GC-14 DRAWING TO BE SUPPLIED BY THE DEVELOPER :

The drawings attached with the tender documents shall be for general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved.

GC-15 SETTING OUT WORK :

The contractor shall set out the work on the site handed by the Engineer-in-charge & shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of the Engineer-in-charge.

GC-16 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK:

The contractor shall be entirely and exclusively responsible for the correctness of

every part of the work and shall rectify completely and errors thereon at his own cost when so instructed by the Engineer-in-charge.

GC-17 MATERIALS OBTAINED FROM DISMANTLING :

If the contractor, in the course of execution of work is called upon to dismantle any part for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of the M/s.Gujarat Hira Bourse and will be disposed of as per instruction of the Engineer-in-charge in the best interest of the M/s.Gujarat Hira Bourse

GC-18 ACTION WHEN NO SPECIFICATION IS ISSUED :

In case of any class of work for which no specification is supplied by M/s.Gujarat Hira Bourse in the tender documents, such work shall be carried out in accordance with I.S.S. and the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-charge.

GC-19 TEST OF QUALITY OF WORK :

1. All workmanship shall be of the best kind described in the contract document and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-charge may directed at the place of manufacture of fabrication or on site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining measuring and testing any work workmanship as may be selected and required by the Engineer-in-charge.
2. All tests will be necessary in connection with the execution of work as decided by the Engineer-in-charge shall be carried out at an approved laboratory at contractor's cost.
3. The contractor shall be required to give satisfactory hydraulic test wherever required and shall rectify the defects if any at free of cost. The necessary water, power, labour etc. required for the hydraulic test shall also be arranged by the contractor at his own cost. Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification adequate samples of all materials and finished goods to be used in work and sufficiently in advance to permit test and examination thereof. All materials furnished and furnished goods applied in work shall be exactly as per the approved samples.
4. All the testing charges shall be borne by the Contractor.

GC-20 COMPLETION CERTIFICATE :

As soon as the work has been completed in accordance with contract (except in minor respect that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per general conditions of contract

and has passed the tests on completion, the Engineer-in-charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which work has been completed and has passed the said tests and the M/s.Gujarat Hira Bourse shall be deemed to have taken over work on the date so certified.

GC-21 SCHEDULE OF RATES :

1. The price/rates quoted by the contractor shall be remain firm till the issue of final certificate.

GC-22 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS :

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of the Engineer-in-charge and contractor's authorized agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorized representative and signed by the contractor or his authorized agent in token of acceptance. If the contract or his authorized agent fails to be present when even required by the Engineer-in-charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer - in - charge or his authorized representative notwithstanding the absence of contract and these measurement will be deemed to be correct and binding to the contractor. As this being turnkey contract no detailed measurement of individual units shall be carried out.
2. The contractor will submit a bill in approved proforma in duplicate to the Engineer-in-charge of the work giving abstract and detailed measurements of various items executed during a Billing Period as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

GC-23 FINAL BILL:

The final bill shall be submitted by the contractor within Two (2) months of the date of physical completion of work, Otherwise the Engineer-in-charge certificate of the measurement and of total amount payable for work shall be finalized which is binding on all parties.

GC-24 INSURANCE :

The contractor shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of the Developer as follows :

1. Employees State Insurance Act :
2. Workman's Compensation And Employees Liability Insurance :
3. Other Insurance required under law or regulation by the Developer:

GC-25 LABOUR LAWS AND REGULATIONS :

1. The contractor shall be responsible for the strict compliance of and shall ensure strict compliance by his sub contractor employees and agents of all labours and others laws, rules or regulations having the force of law affecting the relationship of employer and employee between the contractor/sub-contractor and their respective employees.
2. No labour below the age of eighteen (18) year be employed on work.
3. The contractor shall pay to the labours engaged on work according to the law.
4. The contractor and sub-contractors of the contract shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract Labour Abolition and Regulation Act 1970,) in so far as applicable) any and all such licenses, consents, Registration and / or other authorization as shall from time to time be or become necessary for reliant to the execution of work or any part of portion thereof or the storage or supply of any materials or otherwise in connection with the performance of the contract and shall at all times observance by the sub-contractors, employees and agents of all terms and conditions of the said licenses, consents, regulation and other authorization and laws, rules and regulations applicable thereto.

5. Wages Records

- The tenderer shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Developer/Engineer and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or State Government.

Inspection of Wage Records:

- The tenderer shall allow inspection of the aforesaid wage records and wage slips to the engineer and to any of his workers or to his agent at a convenient time and place after due notice is received or to the developer or any other person authorized by him on his behalf.

Safety Provisions

- The tenderer shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the contract. The tenderer shall provide all necessary safety appliances, gears like goggles, helmets, masks etc to the workmen and the staff.

GC-26 SAFETY CODE GENERAL :

The contractor shall adhere to safe construction practice and gurard against hazardous and unsafe working conditions and shall comply with Developer 's

safety rules and set fourth herein for following heads

1. First Aid and Industrial Injuries :
2. General Rules :
3. Contractor's Barricades :
4. Scaffolding :
5. Excavation and Trenching :
6. Demolition :
7. Safety Equipment :
8. Risky Places :
9. Hoisting Equipment :
10. Electrical Equipment :
11. Maintenance of Safety Devices :
12. Display or Safety Instructions :
13. Enforcement of Safety Regulations :
14. No Exemption :

GC-27 ACCIDENTS :

The M/s.Gujarat Hira Bourse in any case, shall not be responsible for any loss and/or damage, physical and financial and for any casualties arising due to accident or mishap during the course of work. It shall be the contractor's responsibility to protect against accidents on the work.

GC-28 TESTING & INSPECITION CHARGES:

The contractor shall have to bear all the charges for testing and inspection proposed. The Contractor shall have to bear to and fro traveling allowances, dearness allowance of M/s.Gujarat Hira Bourse Officials as per prevailing rules and regulation of M/s.Gujarat Hira Bourse The amount will be deducted from R.A.Bill.

GC-29 WATER TABLE:

Tenderer has to consider water table as 3 mt. below natural ground level for Civil/Structural design.

M/S.GUJARAT HIRA BOURSE

Signature and seal of Contractor :-

Name :-

Address :-

Date:-