



**Department of Science and Technology,
Government of Gujarat**



**Draft Tender Paper
Volume I**

**Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University,
Gandhinagar**



Date: 29 August 2024

Gujarat Biotechnology University, Near GIFT City, Gandhinagar- 382355

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LETTER FROM BIDDER

To,
Registrar,
Gujarat Biotechnology University,
Gandhinagar

Subject : Application for Tender

PROJECT : Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar.

Dear Sir,

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

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

We enclose herewith Bid Processing Fee (Tender Fee) of Rs. 17,700 (including GST) /- by Demand Draft No: _____ drawn on _____, & Earnest Money Deposit (Bid Security) of RS. _____/- by Demand Draft / FDR No: _____ drawn on _____, in favors of "Registrar, Gujarat Biotechnology University" payable at Gandhinagar.

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

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

Yours truly,

Sing & Stamp of the Bidder

GUJARAT BIOTECHNOLOGY UNIVERSITY

Tender Notice

PROJECT: Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar

The Registrar, Gujarat Biotechnology University (“Authority”) invites bids with two bid system for the providing of upgradation Work - detailed in the table below from the bidders having experience for similar type of works, registered in State Government / Central Government in appropriate class and meeting the qualifying criteria specified in Evaluation Criteria.

Sr. No.	Name of Work	Estimated Cost in Rs	Bid Security (EMD) (Rs.)	Tender Fee (Rs.)	Period of Completion
1	2	3	4	5	6
1	Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar	161.08 Lacs	1,61,088/-	17,700/- (including GST)(Non-refundable)	10 Weeks

Milestone Dates for Tendering		
1.	Tender Downloading Date	From 29 th August 2024 to 5 th September 2024
2.	Tender Online submission	On or Before 6:00 PM, 5 th September 2024
3.	Submission of tender in physical form at Gujarat Biotechnology University	On or Before 6:00 PM, 7 th September 2024
4.	Opening of Technical Bid	6 th September, 2024
5.	Opening of Financial Bid	As per decision of GBU
6.	Bid Validity	180 Days from last date of submission of the bid

1. Only Physical submission of the tender (Basic Required Documents, Original Tender Fee & Earnest Money Deposit) made at the office of Gujarat Biotechnology University, Near GIFT City, Gandhinagar accompanied by on-line submission of the e-tender in prescribed format shall be accepted as valid bid.
2. **Financial Bid/Price bid Submission through online only. The financial bid submission via any other means such as RPAD/Speed-Post/Courier/Hand Delivery shall not be accepted, and bidder will be rejected for that bid by the Authority.**
3. The e-tender can be downloaded from the website www.tender.nprocure.com.
4. Bids must be accompanied by Tender Fee in form of Demand Draft (DD) & security amount specified for the work as Bid security (EMD) in form of a Demand Draft / Fixed Deposit Receipt (FDR) drawn in favour of “Registrar, Gujarat Biotechnology University”. Bid security must remain valid for 180 days from the Bid Due Date. No exemption shall be allowed in the bid security submission. In case Document Fee being in demand draft, it is required to be issued by all Nationalized Bank or other bank specified in Government of Gujarat, GR No: FD/MSM/e-

file/4//2023/0057/D.M.O. dated April 21, 2023 issued by Finance Department (and as amended from time to time) payable at Gandhinagar.

5. The bidding process shall be two-bid system where technical and financial bids shall be submitted separately by the bidder online. The bidding documents shall be submitted by the bidder on-line and physically as prescribed hereunder.
6. The Bidder shall submit the Financial Bid and Technical Bid through e-Procurement portal only for the Project in the format specified in tender and is not to be submitted with the hard copy (physical submission) of Tender Fees and EMD. The Bidder shall mandatorily submit the hard copy of the Tender Fees and EMD and upload scanned copy of Technical Bid in accordance with the documents as required in this DTP on or prior to the Bid Due Date. If Financial Bid is submitted along with the hardcopy of Tender Fees and EMD through RPAD/Speed Post/Courier, it will lead to disqualification of the Bidder.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted.
The envelope containing physical bid shall be clearly marked "**Bid Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar**" and must have bidder's address of Communication, e-mail and mobile contact number that may be used for communication if necessary.
9. The financial bid shall be submitted ON-LINE ONLY.
10. Bidder desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat Biotechnology University. Gujarat Biotechnology University reserves rights to reject responding to any/all queries.
11. If found necessary, Gujarat Biotechnology University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check n-procure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat Biotechnology University shall not entertain any claims based on not being informed of the clarification provided by Gujarat Biotechnology University.
12. Gujarat Biotechnology University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat Biotechnology University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This is an evaluation process whereby each bid shall be evaluated on technical criteria to identify capable bidders. Gujarat Biotechnology University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat Biotechnology University shall be final and binding to all bidders.
13. Bidders qualified by Gujarat Biotechnology University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.
14. Financial bid shall be evaluated in terms of lowest over-all offer and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder.

Gujarat Biotechnology University reserves the right to accept/reject any/all bidders including the L1 bidder.

15. Though negotiations with L1 bidder are avoidable as per CVC guidelines, considering the public nature of the project being taken up by academic institute; if need be, in the greater interest of the project, Gujarat Biotechnology University reserves the right to negotiate with L1 bidder. No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right cost.
16. At any stage of the bidding, Gujarat Biotechnology University reserves the right to seek clarification from any bidder to verify authenticity of the information provided by the bidder. If the information submitted is found to be false or misleading, Gujarat Biotechnology University reserves the right to seize the EMD amount submitted by the said bidder without offering any clarification/s for the same.
17. If it is observed that any bidder has provided false information with malafide intention of derailing and thus delaying the process, Gujarat Biotechnology University reserves the right to recover additional damages from the bidder and initiate the process of blacklisting the miscreant.
18. Other details can be seen in the bidding documents.
19. Conditional tender shall not be accepted. Registrar, Gujarat Biotechnology University reserves the right to reject any or all of the tenders without assigning any reason thereof.

Registrar
Gujarat Biotechnology University,
GANDHINAGAR

INFORMATION TO BIDDERS

1. Incomplete or conditional tenders shall be rejected.
2. The Registrar, Gujarat Biotechnology University reserves right to accept/reject any/all bids without assigning any reasons thereof.
3. The rates offered by the bidder are to be inclusive of all taxes and duties but excluding GST, no claim of any type (other than GST) will be entertained in future also.
4. Bidder shall make his own arrangements for water and electricity for the said work at site at his own expense. No additional payment shall be made towards any consumable required for executing any of the items prescribed in the tender. All infrastructures required to complete the work in line of clients requirement has to be arranged by Bidder without any extra cost.
5. Bidder shall follow best practices for health and safety during the entire course of execution, cost of which shall be borne exclusively by the bidder. Bidder must ensure availability of full time safety officer / Engineer on site. Safety Officer / Engineer must have diploma / degree certificate related to safety course.
6. Bidder shall ensure that all aspects of the activities taken up as part of fulfilling the contract are covered with necessary insurance cover, cost of which shall be borne exclusively by the bidder.
7. Bidder shall ensure that he is registered with all concerned statutory authorities connected with any aspect of the delivery of scope of work of the tender at his cost.
8. Bidder is expected to submit the flow of work envisaged by him for consideration of the Engineer-in-charge. Engineer-in-charge shall reserve the right to finalize the work-schedule to be followed by the bidder and/or modify it from time to time.
9. No price escalation & No Star Rate shall be paid/ recovered for the works mentioned in the tender.
10. No advances, either in the form of Machinery advance or materials advance or in any other form shall be given.

Signature of bidder:

Date:

Registrar
Gujarat Biotechnology University,
Gandhinagar

PROJECT: CONSTRUCTION OF NEW FABRICATED CLASSROOM & TOILET BLOCK AT GUJARAT BIOTECHNOLOGY UNIVERSITY, GANDHINAGAR

DISCLAIMER

The information contained in this Draft Tender Papers document (“DTP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this DTP and such other terms and conditions subject to which such information is provided.

This DTP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this DTP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this DTP. This DTP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This DTP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this DTP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the Project Site, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this DTP and obtain independent advice from appropriate sources.

Information provided in this DTP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this DTP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this DTP and any assessment, assumption, statement or information contained therein or deemed to form part of this DTP or arising in any way from participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this DTP.

The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this DTP at any time during the Bidding Process.

The statements and explanations contained in this DTP are intended to provide a better understanding to the Bidders about the subject matter of this DTP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work of the Project, to be awarded pursuant to this DTP.

The issue of this DTP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the Bidder as Contractor.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

EVALUATION CRITERIA FOR QUALIFICATION

Qualification will be based on Applicant's meeting all the following minimum pass/ fail criteria regarding the Bidder's general and experience, personnel and equipment capabilities and financial positions, as demonstrated by the bidder's responses in the forms attached to the letter of application. Subcontractors experience and resources shall not be taken into account in determining the applicants compliance with the qualifying criteria

Technical & Financial Capacity: For demonstrating financial capacity, the Bidder shall need to fulfil the undermentioned minimum eligibility criteria ("**Minimum Eligibility Criteria**"):

1. Bidder should be registered with B – Class (Building) Registration with R&B/WRD, Government of Gujarat or CPWD.
Registration certificate of R & B Registered in B Class (Building) / Water Resources Department, The contractors, who are registered in appropriate category of C.P.W.D., M.E.S., Railways and Indian State Governments, can also bid provided the bidder produce such registration certificate at the time of bidding and obtain and submit registration in required class & category from the Gujarat State R&BD/W.R.D before issue of work order in case they emerge as L-1 Bidder. Bidder will solely be responsible for obtaining and submitting the certificate before issue of work order.
2. No Joint venture/Consortium permitted for bidding.
3. **WORK EXPERIENCE:** it should have construction experience of at least 1 (one) eligible similar project of Building Infrastructure Assignment having total project cost of INR 65 Lakhs in the last 5 (Five) years preceding the Bid Due Date;

Similar Nature Of Work means **Civil / Fabrication and Specialised Pre-Fabrication Work** of various government institutions/public sector units in India. The bidder has to submit a certificate of completion of completed work only and not of ongoing work. The applicant shall submit information about their past experience in above name of work of similar nature and complexity with information about magnitude of the projects, type of projects, completion certificates from clients, Time overrun/cost overrun if any.

4. Bid Capacity

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A*N*2) - B$, Where

A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) considering the completed as well as works in Progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 1.5 years (period of completion of work for which bids are invited); and

N = Number of years prescribed for completion of the works for which the bids are invited i.e. 0.15 Years.

This must be duly certified by a CA or statutory Auditor in the format provided in Form no. F-4.

5. **COMPANY DETAILS:** Attach certificate of incorporation to justify the establishment of firm in India.

Bidder must upload the scanned copy of PAN Card, Income Tax Return of the last 3 (Three) Financial Years. GST Registration Certificate.

6. **NO BLACKLISTING:** The Bidder should neither be blacklisted by any Government Department, nor should any criminal case be registered/ pending against the bidder or its owner/ partners anywhere in India. A duly completed notarized certificate to this effect is to be submitted.

7. **FINANCIAL CAPACITY:**

- a) the Bidder must have an Average Annual Turnover greater than INR 5 Crore (Rupees Five Crore only) for any 3 of last 5 (five) financial years preceding the Bid Due Date i.e from 2019 to 2024. This must be certified by statutory auditor/CA.
- b) The Bidder must have positive Net Worth as on 31st March 2024. This must be duly certified by a CA or statutory Auditor.
- c) the Bidder shall have access to or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities of minimum Rs 40 Lakhs (Rupees Forty Lakhs only).
8. The Bidder who wish to participate in this bid will have to register on <https://tender.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions- a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not to procure new Digital Certificate
9. **Escalation Factors:** Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial Year	Enhancement Factor
Base (Year of Inviting Tender)	2024-25	1.00
-1	2023-24	1.10
-2	2022-23	1.21
-3	2021-22	1.33
-4	2020-21	1.46
-5	2019-20	1.61

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

The Bidder shall provide financial documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate for demonstrating the Financial Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of Bidder.

Bidder must submit all supporting documents of matching the criteria in absence of the same bidder is liable to reject.

10. Litigation history

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

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

Bidder must submit notarized copy of declaration of bidding firm or partners are not blacklisted or Bared by any government department, corporation or organizations.

Bidding in E-tendering

- i. All documents should be submitted online only except Tender Fee & EMD.
- ii. Bidders shall have to submit the financial bid in E-Tendering form only. No physical copy of the financial bid shall be submitted.
- iii. Bids of those bidders who have submitted all information, statistical details as required in the bid document through E-Tendering will only be considered. If the Authority desires any clarification, for verification / clarification, ambiguity or difference found in the documents / statistical details submitted online (by E-Tendering) by the bidder, the same shall be furnished with in stipulated time, otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.

Documents to be submitted:

A single set of Following Documents,

- i. Original DD/ FDR for the Tender Fees and Bid Security / EMD.
- ii. Hard Copies of Tender Fee & EMD should be submitted by speed post/RPAD only so that it will reach to the GBU office by 07-09-2024 before 6:00 pm.
- iii. Following documents/papers shall form part of the technical bid:
 - Form A - Company Details
 - Form B - Financial Statement for proving the Turnover eligibility.
 - Form C – List and details of Personnel
 - Form D - Litigation / Arbitration history (As Format in Forms & Checklist)

- Form E - Notarized Declaration / Affidavit on (100Rs.) Non judicial Stamp paper regarding provided information are correct & not blacklisted or bared by any Govt. / Non Govt., Pvt. Sector & Public Sector bodies. (As Format in Forms & Checklist)
 - Form F - Power of attorney supported with board resolution / charter document in favour of executant, if any for signing the bid documents. (As Format in Forms & Checklist)
 - List of Similar Work Completed with Form – 3A/ Completion certificates from competent authority.
 - Certificate of Incorporation, PAN Card and GST Registration
- iv. Any information data, statistics etc. which are not related to bid document will not be considered in evaluation even though furnished by the applicant.
- v. In accordance with Authority reserves the right to call any information / document which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the applicant after last date of Electronic submission will not be considered in evaluation, unless except the Authority has specifically asked for any information/ document, which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, bid will be liable for rejection.
- vi. If any of the information provided by the bidder is found false during scrutiny or at the later stage, his EMD shall be forfeited and he shall be disqualified for the proposed Work. If any of the information provided by the bidder is found false after award of work, the performance security of the bidder shall be forfeited and the contract shall be terminated.

GENERAL INFORMATION FOR THE BIDDER

1. Incomplete and conditional tenders shall not be considered.
2. Gujarat Biotechnology University, Gandhinagar reserves the right to split up the work covered in the scope of this contract amongst more than one contractor.
3. Intending bidders shall submit tenders after studying all tender documents carefully and after visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature and extent of the work involved etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.
4. Site cleaning and making the site accessible for execution of the work shall be in the scope of bidders. In case of the bidder requiring removal/breakage of any feature/asset of Gujarat Biotechnology University, the same can be one only after getting written clearance from Gujarat Biotechnology University. The same may be restored by the bidder at his cost if demanded by Gujarat Biotechnology University at any point of time. Ownership of Any material, mineral found out / available while execution of work will be remain with Client. In no case bidder allowed to take away the same or to be utilized in project work. In this scenario decision of EIC (Authorized representative appointed by authority) /Client is final and binding to bidder.
5. Bidders will not be allowed to give sub-contract of the works awarded to him for any reasons what so ever without written permission of the Engineer-in-charge. Bidder can sublet part job or labour work in interest of project. In any case prime bidder has full and all liability of complete the job as per the client requirement. No claim or communication by any other agency in this regard will be entertained by Client.
6. After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
7. Price bid / Financial bid quote sought by the Bidder for performance of Project shall comprise the Bidder quoting the rate above/ below/ equal of the estimated cost of Project i.e. 156.42 Lacs (GST Extra) for executing the works. The Price bid/ financial bid quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation. In this tender, the term "Lowest Bidder" shall mean the qualified bidder, quoting the lowest total rate with respect to the Total Cost of the Project. The Bidder shall fill the price of individual items directly in the financial bid section in <https://tender.nprocure.com> website.
8. Date of opening of price bid/ financial bid will be decided by GBU. Price bid/ financial bid of bidders who are not technically qualified by Gujarat Biotechnology University shall not be opened. The qualified Bidders shall be ranked on the basis of their price bid/ financial bid. The lowest bidder shall be ranked 1 and accordingly subsequent bidders as 2, 3, etc.
9. The decision of GUJARAT BIOTECHNOLOGY UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
10. All the works shall be carried out as per specifications attached with the tender and relevant Indian Standards issued by the Bureau of Indian Standards. All materials procured should be confirming to relevant Indian Standards issued by Bureau of Indian Standards, wherever not specified in the item.

In case of the specifications not found in Indian Standards, they shall follow best market practice, adjudicator of which shall be the Engineer-in-charge.

- 11.** Bids, which does not fulfil all or any of the conditions of the bid or incomplete in any respect, are liable to rejection.
- 12.** Notwithstanding anything contained in this tender, GUJARAT BIOTECHNOLOGY UNIVERSITY, GANDHINAGAR reserves the right to reject any or all the tenders without assigning any reason thereof and to annul bidding process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder. The Authority reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 13.** This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice under supervision & approval of PMC to the complete satisfaction of the GUJARAT BIOTECHNOLOGY UNIVERSITY. Special techniques approved by the GUJARAT BIOTECHNOLOGY UNIVERSITY shall be used if & where found necessary without any extra claim. The specification provided shall have priority if anything contrary to them is stated elsewhere in the contract documents. In case of a specification not adhering to minimum standards prescribed in the IS code for the relevant item, IS code shall prevail upon the specifications. Execution of any such item shall take place only after bringing the issue to the notice of the Engineer-in-charge and taking his written permission. GUJARAT BIOTECHNOLOGY UNIVERSITY's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
- 14.** Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the bidder with his usual signature with seal of the company.
- 15.** An attested copy of the constitution of the firm with the name of all partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the bidder authorizing the signatory. Witnesses & sureties shall be persons of status & probity, their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
- 16.** Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
- 17.** The Tender Fee & EMD (Physical document) received after time and date specified in the tender notice, will not be accepted. Once the Physical document submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the GUJARAT BIOTECHNOLOGY UNIVERSITY due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
- 18.** GUJARAT BIOTECHNOLOGY UNIVERSITY reserves the right to delete or add any item of Schedule-B for which contractor shall not have any right to claim on this account.

19. No idle charges shall be entertained by Gujarat Biotechnology University, GANDHINAGAR for any site conditions or any circumstances.
20. No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.
21. The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the existing structures or assets of Gujarat Biotechnology University that contractor is be held responsible by Engineer-in-charge, same shall be rectified/restored/replaced immediately at the contractor's cost to the satisfaction of Engineer in Charge. If found necessary, Engineer-in-charge may employ other agency for the same and recover the cost from the contractor's account.
22. **The Bidders shall note:**
 - a. No price escalation on any account, shall be payable.
23. **Recoveries:**
 - a. In case of any damage to equipment/machinery or structure/building of GUJARAT BIOTECHNOLOGY UNIVERSITY, GANDHINAGAR or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final.
 - b. If the contractor fails to execute the work as per direction of Engineer in Charge within the time frame given by GUJARAT BIOTECHNOLOGY UNIVERSITY, GANDHINAGAR time to time, shall get the work done through any other contractor at the risk and cost of the contractor.
24. All royalties, sales tax, toll tax, local tax, development charges, VAT tax, welfare cess and any other taxes including works contract tax etc. and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be borne by the contractor and GUJARAT BIOTECHNOLOGY UNIVERSITY shall not entertain any claim whatsoever in this respect. The rates will be "excluding the GST".
25. The contractor shall pay the building and other construction welfare cess of 1% of total billing cost at respective department or GUJARAT BIOTECHNOLOGY UNIVERSITY will deduct the same from Bidders invoice/s.
26. The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder/selected bidder) i.e. not later than 180 (one hundred Eighty Days) from the Bid Due Date except in the case of the successful bidder whose Bid Security shall be retained till it has provided a Performance Security under the contract.
27. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and is not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's bid ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other

right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Bidder, or Associate, as the case may be) in the other Bidder, its or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications for the Project.

28. The bidder undertakes to observe the highest standard of ethics during the performance of its obligations during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract without indulging in any corrupt, fraudulent, undesirable, restrictive or coercive practices. The Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider has, directly or indirectly or through an agent indulged in any such practices. The Authority shall also forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages without prejudice to any other right

or remedy that may be available to the Authority hereunder or otherwise. A bidder or Service Provider who is found to have indulged in any such practices shall not be eligible to participate in any tender or TENDER issued by the Authority for a period of 2 (two) years from such date.

For the purposes of this provision, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

29. All R.A. bills shall be scrutinized by PMC and Then Engineer-in-charge for quality and quantity and shall be processed based on the approval granted by him. The amount due post-ad-hoc payment shall be released only after due approval of the Engineer-in-charge is received.

30. The work shall be completed within the period stipulated in the contract.

31. Performance Security: Appointed bidder shall have to pay Performance Security of 5% Of Tendered amount by Bank Guarantee within 5 Days from the date of issue of letter of intent. On failing to pay security deposit in specified time limit the EMD will be forfeited and bidder will not be allowed to participate in the tenders invited from Gujarat Biotechnology University for the period of 1 year. The Performance Security validity shall be upto additional 12 `s from the completion period specified in the contract and can be release after defect liability period and only after approval of Engineer-in-charge, Gujarat Biotechnology University. Engineer In-charge reserves the right to withhold the same till the period he considers deemed fit.

32. Retention Money Security: In addition to performance security for the due fulfilment of the performance under the Contract by the contractor, 5% of the value of the work done shall be deducted from each RA Bill (As Per Payment Terms) by the Authority towards retention money security (Retention money Security). On the PMC issuing a certificate of the completion of the work

the 5% retention money Security will be released at the end of contract period and final certification by Engineer-in-charge, Gujarat Biotechnology University.

- 33. Compensation for the delay:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, deduction of 0.5% of the contract value per day of delay subject to maximum 10% of contract value from running bills / Security Deposit / Retention Money. If the contractor has not shown any intention to complete the work as per schedule after bidder has been informed of LD deduction. Client may at its discretion terminate the contract and hand it over to suitable agency at risk and cost of prime bidder.
- 34.** The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction the reasons for delay attributable to GUJARAT BIOTECHNOLOGY UNIVERSITY with the prior approval.
- 35.** In case of the item executed as per the actual requirement of the site is less than that of the tendered quantity that results in any saving, Engineer-in-Charge shall have the right to utilize the said saving to his discretion in terms of getting any other works that he finds deemed fit for the cause of the project. Contractor shall have no right to dispute this right of Engineer-in-Charge and/or claim any additional compensation for the same.
- 36. Arbitration and Conciliation:**
- (i) If the Contractor is of the view that a decision by the Authority's representative is inconsistent with the terms of the Contract, The Contractor shall refer such issue to the Engineer-in-Charge within 14 (fourteen) days from the date of occurrence of such.
 - (ii) If the issue is not resolved, either Party may refer the matter for conciliation within 15 (fifteen) days from the date of decision by the Engineer-in-Charge. If the Parties fail to resolve the issue via conciliation, the Parties shall refer such dispute to Building Works Committee, GBU.
 - (iii) If the dispute is not resolved through conciliation, either Party may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal.
 - (iv) The reference to arbitration proceeding under this clause shall not;
 - (a) affect the right of both the parties under the contract to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - (b) Preclude the Authority from utilizing the materials purchased by the Contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the Contractor.
 - (c) Entitle the Contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of Contract.

37. Work carried under this contract shall be completed in all respects within 10 weeks including monsoon period from the date of issue of letter of order to commence the work. If any inevitable situation arises due to which work can be delayed such can be prior approval by Gujarat Biotechnology University in written that can be only considered as extension of time limit to complete the work. However, interim milestones of the work will have to be completed as per the priority, sequence, schedule given by GUJARAT BIOTECHNOLOGY UNIVERSITY time to time.

38. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

39. Sites visit and verification of information

39.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the conditions, location, surroundings, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for submitting their Bids in response to the DTP.

39.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract;
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

39.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the DTP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

40. Amendment of DTP

40.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the DTP by the issuance of an addendum (“Addendum”).

40.2 Any Addendum issued hereunder will be uploaded on e-procurement portal and Authority's website for all the bidders.

40.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

41. PREPARATION AND SUBMISSION OF BIDS

41.1 Format and Signing of Bid

41.1.1 The Bidder shall provide all the information sought under this DTP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

41.1.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

41.2 Sealing and Marking of Bids

41.2.1 The Bidder shall submit the Tender Fees and EMD (original) in hard copy in a sealed envelope and shall also upload the signed copy of all documents of Technical Bid on e-procurement portal. The Technical Bid shall include:

- a. Letter comprising the Bid;
- b. General Information of Bidder and Statement of the Legal Capacity
- c. Power of Attorney for signing of Bid in the prescribed format supported with board resolution / charter document in favour of executant;
- d. Bid Security;
- e. Technical Capacity of the Bidder;
- f. Financial Capacity of the Bidder ;
- g. Bid Checklist;
- h. Non-Blacklisting Certificate;
- i. Curriculum Vitae of key personnel;
- j. List of Plants and Equipment's
- k. Lab Testing Equipments
- l. MOU Between Bidder and Subcontractor for Electrical and ELV Work
- m. HVAC, Electrical Work and ELV Work Undertaking
- n. Manufacturer's Authorisation Form
- o. Affidavit for appointment of Specialised Agency
- p. Document Fee
- q. A copy of the Contract with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to hereinabove;
- r. Memorandum and Articles of Association, if the Bidder is a company, and if a partnership then a copy of its partnership deed;
- s. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- t. any other sector or project-specific requirement that may be specified by the Authority.

41.2.2 The Bidder shall submit the Financial Bid and Technical Bid through e-Procurement portal only for

the Project in the format specified and is not to be submitted with the hard copy (physical submission) of Tender Fees and EMD. **The Bidder shall mandatorily submit the hard copy of the Tender Fees and EMD and upload scanned copy of Technical Bid in accordance with the documents as required in this DTP on or prior to the Bid Due Date. If Financial Bid is submitted along with the hardcopy of Tender Fees and EMD through RPAD/Speed Post/Courier, it will lead to disqualification of the Bidder.**

41.2.3 Intentionally Deleted

41.2.4 The envelope specified in Clauses 2.11.1 shall be sealed. All the envelopes shall clearly bear the following identification:

“Bid for Appointment of Contractor for Construction of Residential Facilities at Gujarat Biotechnology University” and shall clearly indicate the name, phone number, email address and office address of the Bidder.

41.2.5 The envelope shall be addressed to the following address:

The Registrar,
Gujarat Biotechnology University,
GIFT City Road, Gandhinagar-382 355

41.2.6 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

41.2.7 Bids submitted by fax, telex, telegram, hand delivery or e-mail shall not be entertained and shall be rejected.

41.3 Bid Due Date and Time

41.3.1 Bids should be submitted on or before the time specified in Clause 1.3 on or before the Bid Due Date at the address and website provided in Clause 2.1.3 in the manner and form as detailed in this DTP. A receipt thereof should be obtained from the Registrar office, GBU.

41.3.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

41.4 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

41.5 Contents of the Bid

41.5.1 The Technical Bid for the Project shall be furnished in the formats provided under Appendix– I in soft copy as per Clause 2.11.

41.5.2 The Financial Bid shall be submitted through e-procurement portal in the format at Appendix – II. The Bidder shall specify (in INR) the amount payable to the Bidder by the Authority in accordance with this DTP and the provisions of the Draft Contract. The Contract Price must be provided in the Financial Bid through e-procurement portal.

41.5.3 Intentionally deleted

41.5.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this DTP.

41.6 Modifications/ Substitution/ Withdrawal of Bids

41.6.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

41.6.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

41.6.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

41.7 Rejection of Bids

41.7.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 1.2.4, it may be summarily rejected.

41.7.2 Notwithstanding anything contained in this DTP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

41.7.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

41.8 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

41.9 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

41.10 Correspondence with the Bidder

Save and except as provided in this DTP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

Check List of Documents Enclosed With Tender

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

FORM 'A'**STRUCTURE AND ORGANIZATION**

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

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

FORM 'B'
FINANCIAL STATEMENT
(Please fill as applicable)

1	Name of firm			
3	Attach audited balance sheet & Profit & Loss statement for the past 03(Three)Year			
4	Approximate value of works in hand :	Rs.		
5	Turnover /profit during last five years certified by chartered Accountant.	Year		Networth In Rs.
		2023 - 24		
		2022 - 23		
		2021 - 22		

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

1. The above details supported by last 3 financial year Balance sheet / Profit & Loss account etc. must be audited by the chartered accountant.
2. The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void.
3. Certified copies of actual audit report by Chartered Accountant for the financial year 2021 - 22 to 2023 - 24 shall have to be attached.

FORM 'C'

PERSONNEL

DETAILS OF PERSONNEL WITH THE APPLICANT

Name of the Applicant:

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

NOTE:

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

Form 'D'

DETAILS OF LITIGATION: -

Name of applicant / or parties:

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

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

NOTE: -

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

Signature of Applicant

Form 'E'

DECLARATION FORM

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

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

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

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

I/We hereby confirm that all the information provided by us are correct.

Here I / We confirming that I / we (Bidding Firm / any Partners) are not blacklisted / bared by any Govt. Departments / Corporations / Board / Semi Government / Public & Private Sector units.

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

Signature of Contractor
Names

Seal,
Detail address

Form 'F'

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar** ("Project") proposed or being developed by the Gujarat Biotechnology University, Government of Gujarat (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the CMC with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 21**.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

For

.....

(Signature)

(Name, Title and Address

Witnesses:

1.

2.

The Terms and Conditions

1. The last date of submission of bid on website <https://tender.nprocure.com> is **05-09-2024 till 18.00 hrs. No physical bids will be accepted under normal circumstances.** However, GBU reserves the right to ask the bidders to submit the bid and /or any other documents in physical form.
2. **The bid is non-transferable.**
3. The Bidder will have to remit **Non-refundable Bid Processing Fees of Rs. 17,700/- (including GST) and Earnest Money Deposit (EMD)**, on or before the date and hours of opening of the bids in a sealed cover at GBU office with the heading **“Bid Processing fees and EMD for “Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar.”** Bid Processing fees and E.M.D must be in the form of **Demand Draft of any Nationalized Bank** in the name of **“Gujarat Biotechnology University”** payable at Gandhinagar along with the covering letter. Please affix stamp of your company on the overleaf of demand draft. **The amount of EMD shall be 1,60,907/-.** The details of Bid Processing Fees (**Form-F5**) and EMD (**Form-F6**) are to be uploaded.
4. The bidder has to upload the **compliance letter (Form no. F-7)** on its letter head duly signed by the authorized signature and other supporting documents as asked for in the bid in physical format along with **technical bid (Form no. F-8)**. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of its bid.
5. The bidder shall bear all the costs associated with the preparation and the submission of its bid, and GBU in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
6. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
7. The successful tenderer shall have to furnish Security Deposit in the form of Demand Draft/Bank Guarantee in the name of **“The Registrar, Gujarat Biotechnology University payable at Gandhinagar”** payable at Gandhinagar. **The amount of Security Deposit shall be 5 % of the total cost of the item quoted.**
8. Unsuccessful bidder’s E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Security Deposit, whichever is earlier.
9. In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GBU.
10. GBU is interested to procure goods from only reputed manufacturer. Hence the tenderers are advised to attach the relevant documents along with their offer to prove credentials or bonafides with regard to their well-established manufacturer or authorized dealer in terms of quality/reputation of their products in scientific community (**Form no. F-9**).
11. The latest copies of Income Tax Return filed, CST, GST Registration must be uploaded along with your offer (**Form no. F-10**).
12. This office shall prefer to purchase scientific instruments from manufacturers who can supply the directly to GBU laboratories from depot or warehouse in Gujarat. **This is to enable the supplier**

to execute the orders of GBU within 24 hours.

13. Prices shall be inclusive of duties and taxes except GST. The prices shall strictly be submitted in given format (**Form F-11**). Taxes and Duties as applicable shall be mentioned separately in the respective columns. Bidder must quote a price for fully functional system including all the accessories.
14. The offer/ prices/ stores should be free delivery at GBU Laboratories inclusive of packing or any other specific packing conditions required and inclusive of all freight, forwarding, and transit insurance. This office shall not pay any additional charges.
15. The Date & Duration of delivery and Installation should be strictly adhered to, otherwise the **Registrar, GBU** reserves right not to accept the delivery in part or full and to claim the liquidated damages as per tender clause subject to maximum 10% of total value of the order. In case of delay of over Five weeks in completion of the delivery beyond the stipulated delivery date, GBU reserves the right to forfeit security deposit.
16. In the event of cancellation of the order after delivery of the instrument because of discrepancy or delay, the supplier will deport such goods. GBU will not pay any cost for the same.
17. The tenderer must agree for immediate free replacement in case of any discrepancy is found with regard to quality/quantity of the goods supplied by them and such items should be replaced within 7 days after communication from this office or otherwise it shall be considered as delayed delivery and this office shall claim liquidated damages.
18. In case of any sum of money is recoverable from and payable by the supplier, this office shall recover such sum by appropriating in part of whole from total value of the order and from the security deposit.
19. The tenderer is required to furnish the Permanent Account Number as allotted by the Income Tax department.
20. Late Bids - The bidder will not be able to submit the bid after final submission date and time.
21. Modification and Withdrawal of Bids: No bids will be allowed to be modified subsequent to the final submission of bids.
22. No bid will allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
23. Bids will be opened with in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
24. The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GBU officer(s) at their discretion, may consider appropriate, will be announced at the opening.
25. Evaluation of the bids: After the closing time of submission, GBU committee will verify the submission of Bid Processing Fees and EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided who offers the minimum price without GST. At the time of inspection, bidder is required to produce on Letterhead Sr. nos. of Equipment and Accessories supplied, for back-to-back warranty support

as per tender terms and conditions.

26. The GBU's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
27. **Warranty:** A comprehensive warranty must be provided of One year, including replacement assurance on all hardware and accessories and be included in the quoted price.
28. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of defect liability period of 1 year.
29. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements/Purchase order(s) (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hrs.
30. GBU, DST, GoG reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
31. GBU, DST, GoG's Right to accept any Bid and to reject any or all Bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
32. Compliance with National/International standards if any should be specified.
33. All disputes are subject to Gandhinagar jurisdiction only.
34. GBU reserves all the rights to accept or reject any offer in part or in full without assigning any reason/s thereof.
35. Tenders will have to confirm in writing on compliance letter in their offer that all the terms and conditions mentioned above are acceptable to them.
36. Bids shall be valid for **90 days** after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive.
37. Tenderers should furnish complete details of the latest technology available with full documentation & descriptive literature and point out any special features of their system along with the brochure in the Technical Bid. Please note that changing of model after opening of tender will be liable to rejection of the offer.
38. GBU reserves the right to revise or alter the specifications of the equipment before the acceptance of tender and may ask for any document related with purchase at any point of time before issue of order.
39. The tenderer must provide complete details regarding space and all infrastructure needed for installation of the furniture which GBU should arrange before its arrival.
40. This office shall provide all the necessary documents for the custom clearance; however, supplier of the goods is responsible for all the matters related to clearance of the goods. Custom duty will be paid by GBU.
41. Air freight charges, Custom clearing agent charges for clearing shipment from the customs and delivery of the shipment to the site of installation will be the responsibility of the supplier of the Goods.
42. On acceptance of the rates as per the approved tender and after completing official necessary formalities, the tenderer will be informed about the acceptance of his tender. The supply order will be placed by respective officers of GBU, Gandhinagar. However, Security Deposit for order will have to be deposited within 5 days from the date of issue of LOA to The Registrar, Gujarat Biotechnology University, Near GIFT City, Gandhinagar- 382355

43. GBU, Gandhinagar also reserves the right to obtain the articles by negotiations from one or more of the tenderer, if in case the rates, quality, make, specifications or other terms and conditions etc. of tenderer are not found suitable, to GBU.
44. GBU also reserves the right to accept or reject the supplies in full or in part which do not strictly stick up to the specifications or to accept the material/ articles supplied with slight variations in specifications or with a condition that the rates accepted shall be reduced at such rates as the competent authority of the GBU may deem fit, looking to the variations and that such rates shall be binding on the tenderer.
45. GBU reserves the right to accept or reject - higher version of equipment / instrument etc. or any other items under the same terms and conditions and same price quoted by tenderer.
46. Price of the item quoted will remain constant during the tenure of the Rate Contract. Bidder will not be able to increase the price during the tenure of the Rate Contract.
47. This contract will be governed as per terms and conditions mentioned above, agreement made and funding guidelines for the project/grants. Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification, and performance or non-observance or non-acceptance of these terms and conditions by the tenderer, shall constitute breach of contract and security deposit or any other deposit of the tenderer shall be forfeited by the GBU besides other actions of reduction in bills of supplies and/ or other legal actions and finally the decision of GBU shall be binding on the tenderer.

Registrar,

Gujarat Biotechnology University

Department of Science and Technology, Government of Gujarat

Gujarat Biotechnology University, Near GIFT City, Gandhinagar- 382355

ELIGIBILITY CRITERIA

Form no. F-1: Financial Strength of the Bidder

Financial Year	Turnover (Rs. In Crores)	Certificate Uploaded? (Yes/No)

Form no. F-2: 15 Clients References of such Installation

Sr. No.	Name of the Organization	Contact Person	Contact Telephone No. and Address
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Form no. F-3: Customer Reference Work Orders

Sr. No.	Name of the Organization	Contact Person	Contact Telephone No. and Address	Copy of order or Any Supporting Document
1				
2				

3				
4				
5				

Form no. F-4: Format for Bid Capacity

(On CA / Statutory Auditor's Letterhead)

Name of Client: Gujarat Biotechnology University

Name of Project: Construction of New Fabricated Classroom & Toilet Block at Gujarat Biotechnology University, Gandhinagar

The Bid Capacity of the _____ (Bidder's Name) has been obtained by $(A*N^2) - B$,

Where

A = Maximum value of work executed in any one year during the last five years in Crore

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 0.2 Years

N = Number of years prescribed for completion of the works

Name of the Bidder	Maximum value of work executed in any one year during the last five years in Crore (A	Value at current price level of the existing commitments and ongoing works to be completed during the next 1.5 years (B)	Number of years prescribed for completion of the works (N)	Bid Capacity

It is certified that the calculation of the Bid Capacity have been carried out as the formula presented in the Form: F-4 of the DTP.

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number: