Tender Notice No.: GCSRA/Tender/Panchayat/2022

TENDER DOCUMENT
FOR

SELECTION OF AN AGENCY ON A RATE CONTRACT (RC) BASIS FOR DESIGN & CONSTRUCTION OF SMART PANCHAYAT GHAR ALONG WITH INTERIORS, FURNITURE & OTHER ALLIED ITEMS SUPPLY & INSTALLATION – TURNKEY PROJECT

Gujarat CSR Authority

SIGNTUARE & STAMP OF BIDDER / PoA HOLDER

Tender Notice No.: GCSRA/Tender/Panchayat/2022

Bidding Type	Open
Department Name/Authority Name	**Gujarat CSR Authority**
Address	Gujarat CSR Authority, 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart Bodakdev, Ahmedabad - 380054
Tender Notice No.	**GCSRA/Tender/Panchayat/2022**
Name of Project	***Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project***
Period of Contract	12 (Twelve) Months.
Tender Currency Setting	Indian Rupee (INR) only
Joint Venture/Consortium	Not allowed
Amount Detail	
Bid Document Fee/Tender Fee	Rs. 5000/- (Rupees Five Thousand Only) in form of Demand Draft from any Scheduled / Nationalized Bank
Bid Document Fee in favor of	Gujarat CSR Authority Projects Fund **payable at Ahmedabad**
Bid Security/EMD(INR)	Rs. 3,20,936 /- (Rupees Three Lakhs Twenty Thousand Nine Hundred Thirty Six Only) in form of Demand Draft from any Scheduled / Nationalized Bank
Bid Security/EMD in favor of	Gujarat CSR Authority Projects Fund **payable at Ahmedabad**
Tender Dates	
Bid Document Downloading Start Date	16/2/2022
Bid Document Downloading End Date	9/3/2022
Last Date & Time for Submission of Technical Bids (Only Physical)	9/3/2022 @ 18:00

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Last Date & Time for Submission of Price Bids (Only Online)	9/3/2022 @ 18:00
Date of Tender Opening	10/3/2022 @ 15:00
Bid Validity Period	365 days from opening of price bid
Physical Submission of Technical Bid	Physical copy of technical bid along with Tender Fees, Bid Security and other documents (except Price Bid) upto 18:00 hrs on 8/3/2022, by RPAD/ SPEED POST in the office of Gujarat CSR Authority (GCSRA),3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad – 380054
Financial/Price Bid Submission **(ONLINE ONLY)**	Bidder shall submit their price offer in electronic format **ONLY** on website www.nprocure.com after digitally signing the same upto 18:00 hrs on 8/3/2022. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received will be outright rejected. Also any reference of the Price, quotes etc in physical submission shall result in rejection of the Bid of the bidder
Phone	Ph. No.: 079-40192052
Office Inviting Bids	Gujarat CSR Authority, 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart Bodakdev, Ahmedabad - 380054
Bank Details	Name: Gujarat CSR Authority Projects Fund Bank: Union Bank of India Branch: Navrangpura, Ahmedabad Account: 520101240249395 IFSC Code: UBIN0903353

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General Terms and Conditions:

1) Bidders can download the tender document free of cost from the website, but will need to submit the bids along with the DD for Bid Document Fee at the time of physical submission.
2) Price Bids will have to be submitted online as per prescribed format.
3) The financial bid should be inclusive of all taxes and should be valid up to 12 months from the date of Tender Notice. It may be extended as per requirement of the **Gujarat CSR Authority**
4) Bidders have to submit Price Bid in electronic form only through n-procure website. Offers in physical form will have to be submitted for technical bid alone. Such submission will have to be accompanied by required forms and documents, and instrument for payment of Bid Document Fee and Bid Security.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n)Code Solutions-A division of GNFC Ltd.,
(n)Procure Cell
403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat).
Tel: +91-79-40007533
E-mail: nprocure@ncode.in
Website: www.nprocure.com Toll Free: 1-800-419-4632

Other Terms and Conditions are as per detailed tender documents.

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INVITATION FOR BIDS (IFB)

Gujarat CSR Authority has decided to implement the project of Smart Panchayat Ghar along with construction. The said project of Smart Panchayat Ghar is being done to develop a modern infrastructure in the village itself to provide various Government services and schemes related information to the beneficiaries of a particular villages. It would be a centre point of the village wherein the beneficiaries of a particular village would connect with the Government both at Central and State level and the infrastructure should be developed as such that the beneficiaries should feel at ease and comfortable.

Gujarat CSR Authority at different points of time is made available with different kind of funds for the purpose of development which could be used for the project of Smart Panchayat Ghar. There are numerous villages wherein Smart Panchayat Ghar project could be implemented but all could not be taken for the purpose in one go and hence it is envisaged that based on the priority, present condition and availability of funds the project could be taken during a given period of time. Gujarat CSR Authority may change the quantum of work based on the requirement. The bids are invited on "Rate Contract" basis. The selected bidder will be issued separate work orders for cluster wise work **or part of the work / supply**. Gujarat CSR Authority believes that Smart Panchayat Ghar could bring in a major change in the mndset at village level and hence has been looking at agencies / parties which have done extensive research in the area and have considerable experience of developing such type of infrastructure.

Interested parties / well reputed agencies are requested to submit their bids in prescribed format. The comprehensive Bid Document can be downloaded from website www.nprocure.com and fee of Rs. **5000**/- (Rupees **5000/-** Only) in the form of Demand Draft in favour of **[Gujarat CSR Authority Projects Fund], payable at [Ahmedabad]** should be enclosed along with the bid document at the time of submission. No exemption from submitting Tender Fee shall be given to any bidder on any account whatsoever. The last date for submission of technical bid is 9/03/2022 upto 18:30 hrs at the following address: office of Gujarat CSR Authority (GCSRA),3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad – 380054. The last date for submission of online price bid is upto 9/03/2022 upto 18:30 hrs.

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SCHEDULE FOR INVITATION OF TENDER

Tender Name: Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project. The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Activity	Date
1	Issue of Tender	16/2/2022
2	Last Date of Receiving queries	9/3/2022
3	Technical Bid Due Date	9/3/2022 @ 18:00
4	Financial Bid Due Date	9/3/2022 @ 18:00
5	Opening of Technical Bid	10/3/2022 @18:00

NOTE:

1. Please address all queries and correspondence to Gujarat CSR Authority, 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad - 380054
2. If the Office of Authority happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the office at the same time and venue.
3. Please quote Tender Ref. Number in all your correspondence.

General Instructions

1. Bidders who wish to participate in this selection process will have to register on **https:/www.nprocure.com**. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions - a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
2. **Technical Bid**: Bidders shall submit physically their technical bids in sealed envelopes super-scribed with due date, time, project and nature of bid.

   PART I: Bid Security and Tender Document fee in a separate sealed envelope superscripted with the Tender Document name

and number. Please enclose Bid Security of the amount mentioned in notice inviting online tender section and Bid document fee of the tender document in form of Demand Drafts drawn in favor of **[Gujarat CSR Authority Projects Fund], payable at [Ahmedabad]**. Such copy has to be submitted in physical form at the office of the Authority on or before the due date of submission of technical bids.

PART II: Original copy of Technical Bid complete with all technical and commercial details except the prices. Original printed document shall be considered as authentic. Such copy has to be submitted in physical form at the office of the Authority on or before the due date of submission of technical bids.

Note: Filling up prices in Technical bid will render the Bidder disqualified.

The envelopes containing **Part I** and **Part II** of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (**ANNEXURE 1**) shall be filled and pasted on the envelopes. All pages of the offer must be stamped & signed.

PART III: Samples of the Designated Items demarcated in the **CHAPTER-VI** with the relevant packing as per the requirement of this Tender document.

3. **Price Bid**: **Bidder shall submit the Price Bid online only.**
4. Products &Services offered should be strictly as per specifications mentioned in this Tender Document.
5. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
6. The Price quoted by the bidder shall be valid for a period of **12 months** and shall be applicable for the entire Contract period.

Yours faithfully
Gujarat CSR Authority

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CHAPTER – I
INSTRUCTIONS TO THE BIDDERS

CLAUSE 1: DEFINITIONS

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1. "**Agreement**" means the document signed by the Authority and the successful bidder that incorporates any final corrections or modification to the tender and is the legal document binding both the parties to all terms and conditions for the award of the Contract.

2. "**Authority**" shall mean **Gujarat CSR Authority (GCSRA)** or authorized representative of **GCSRA**.

3. "**Bid**" means the complete bidding document submitted by the bidders to the Authority along with samples, presentations and shall include any corrections, addendum and modifications made therein.

4. "**Bidder**" shall mean any firm which is any of the following: Proprietary Concern, Partnership, Company eligible to participate in the tendering process and shall include the successful bidder during the currency of the Contract.

5. "**Contract Period**" shall mean entire term of the contract as indicated in the **Clause 1** of **Chapter IV** of this tender document.

6. "**Contract**" shall include the Terms of Reference as outlined under **Chapter III** within time limits indicated under **Clause 1, Chapter IV** for which the bidder shall be paid in accordance with the terms and conditions of the agreement.

7. "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of bidder selection and Contract execution.

8. "**Department**" shall mean **Gujarat CSR Authority (GCSRA)** or any other Department or notified by the **Gujarat CSR Authority (GCSRA)** for this purpose and may also include the Respective Authorities for which the contract shall be awarded.

9. "**Government**" shall mean the Government of Gujarat

10. "**Total Accepted Tender Value**" means the total least cost of services and supplies as approved to be provided by the successful bidder.

CLAUSE 2: ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should be fulfilling the following eligibility criteria and must also submit documentary evidence in support of fulfilment of these criteria while submitting the technical bid. Bids without documentary evidence& samples will not be considered for further evaluation.

Sr. No.	Criteria	Documents/Detail required	Doc. Proof attached (Y/N)
1	Proprietary / Partnership / Private Limited / Public Limited identity in existence for at least 5 years *(5 years should be completed on the last date of submission of the bids)*& registered in the State of Gujarat	Shops and Establishment Registration / Incorporation Certificate Company Profile - **ANNEXURE 2** GST Registration Certificate is mandatory PAN of the Company	
2	Average Turnover of the Bidder in last 3 financial years as on 31st March, 2021 should not be less than Rs. 200 Lacs.	Chartered Accountant Certificate with UDIN indicating Annual Turnover of the bidder in last 3 financial years (i.e. 2018-19, 2019-20 & 2020-21). – **ANNEXURE 3** ITR with Computation& Audited Financial Statements for last 3 financial years (i.e. 2018-19, 2019-20 & 2020-21)	

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Sr. No.	Criteria	Documents/Detail required	Doc. Proof attached (Y/N)
3	Bidder should have successfully executed at least 5 units *(one unit shall mean one site location in each contract)* of civil works in last three financial years i.e. 2018-19,2019-20& 2020-21.	Works to be demonstrated by Contract/Agreement/Work Order from clients.	
4	Bidder should have successfully executed similar nature of workin last three financial years i.e.2018-19, 2019-20 & 2020-21of value not less than One contract of Rs. 80 lacs OR Two contracts of Rs. 50 lacs OR Three contracts of Rs. 40 lacs	Works to be demonstrated by Contract / Agreement / Work Order from clients.	
5	Bidder is required to submit conceptual 3D Drawings showing views of the Smart Panchayat Ghar as per the BoQ provided in Schedule B. The said drawings and views should be innovative in nature.	Original Color Prints	
6	Bidder should submit a Bank Solvency Certificate from any nationalized / scheduled Bank for **not less than Rs. 20 lacs**	Bank Solvency Certificate	
7	No Statutory Dues Certificate	Chartered Accountant Certificate with UDIN - **ANNEXURE 4**	

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Sr. No.	Criteria	Documents/Detail required	Doc. Proof attached (Y/N)
8	The bidder shall not be Black listed from any Government Organization/Corporation /Department	Self Declaration – **ANNEXURE 5**	

Note:

1. *The work orders must be for work executed for a Government Department / PSU / Semi-Government body. Experience with private entities will not be considered*
2. *Similar nature definition: Construction and / or Upgradation of existing building / structure with innovative & thematic work, based on the type & purpose of the building / structure. The theme should reflect the purpose of the building and its usage along with supply & installation of furniture.*

CLAUSE 3: DOCUMENT CHECKLIST FOR BIDDERS

Sr. No.	Documents/Detail Required	Document attached (Y/N/NA)
	TECHNICAL BID	
1	Shops and Establishment Registration / Certificate of Incorporation	
2	Udyam Certificate	
3	Income Tax Return with Computation for last 3 financial years (i.e. 2018-19, 2019-20 & 2020-21)	
4	PAN	
5	GST Registration Certificate	
6	Company Profile – **ANNEXURE 2**	
7	Audited Financial Statements and duly signed by the statutory auditors and authorized signatory/ ies of the Bidder for the last 3 financial years (i.e. 2018-19, 2019-20 & 2020-21)	
8	Chartered Accountant certificate with UDIN showing Total Annual Turnover of the bidder in last 3 years (i.e.2018-19, 2019-20	

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Sr. No.	Documents/Detail Required	Document attached (Y/N/NA)
	& 2020-21)	
9	Relevant Contract / Agreement or work order and photographs to demonstrate the appropriate experience and capabilities	
10	Original Color Prints of the 3D Drawings showing views of the Smart Panchayat Ghar with the theme & items as provided in the BoQ	
11	Bank Solvency Certificate	
12	No Statutory Due Certificate with UDIN from a Chartered Accountant – **ANNEXURE 4**	
13	Power of Attorney – **ANNEXURE 6**	
14	Signed blank format of Performance Guarantee – **ANNEXURE 7**	
15	Self Declaration of not having blacklisted from any Government Organization / Corporation / Department **ANNEXURE 5**	
FINANCIAL/PRICE BID		
16	Price Bid should be submitted online as per format of **CHAPTER-VI**	**ONLINE**

CHAPTER – II
TERMS OF REFERENCE (ToR)

CLAUSE 1: INTRODUCTION

Gujarat CSR Authority (GCSRA)has decided to implement the project of Smart Panchayat Ghar along with construction subject to availability of relevant funds from various sources. The authority has decided to give the work on Rate Contract (RC) basis for which the separate work orders to successful bidders will be issued for each cluster.

CLAUSE 2: SCOPE OF WORK

i. The successful bidder is required to do turnkey job for **Gujarat CSR Authority (GCSRA)** for Smart Panchayat Ghar along with

construction on turnkey basis. The following tasks are indicative and not exhaustive and the successful bidder is required to successfully do all the tasks required for the same including but not limited to the following:

Methodology:

- The successful bidder is required to give detailed methodology proposed to be adopted for completion of the works envisaged in the bid. The methodology shall clearly define the various stages of works, supply and installation, manpower involved and timelines to be followed

Design:

- The successful bidder should provide Smart Panchayat Ghar Layout and design for each location under Project facility and shall inter alia include the following:
    - Design for Panchayat Ghar including detailed engineering works
    - Architecture drawings of Smart Panchayat Ghar at each location
    - The engineering drawings shall be 1:100 scales
- The successful bidder should provide detailed interior planning, proposed design of Smart Panchayat Ghar and the specifications
- The successful bidder should provide plan and sectional drawings which best illustrates the functions of the Smart Panchayat Ghar and the material of construction of all components

Construction:

- Construction of the Building as per approved standards

Theme based Interiors:

- Storage compartments, theme wall skin, interior & exterior colours should be in tandem and in line with the technical specifications indicated in this tender document

Supply & Installation of Furniture & Other Allied Items (if any):

- Furniture & Other Allied Itmes to be supplied as per the tender document.
- If any installation is required for any of the items then it should be done as per the defined Standard Operating Procedure (SOP)

- Appropriate training should be provided to the officials present for the usage and storage of the requisite items

Safety of officials & beneficiaries visiting Smart Panchayat Ghar is of utmost priority and hence electrical fixtures and equipments shall comply with the relevant Indian Standards & no fixtures shall be installed in a manner which may lead to accidents in future. All items whether in furniture or in any segment should not have sharp edges and corners.

ii. The successful bidder is required to implement the project as per the theme selected by **Gujarat CSR Authority (GCSRA).**

iii. The successful bidder is required to implement the project in such a fashion so as to create an infrastructure which puts the beneficiaries and the officials at ease and in comfort.

iv. The successful bidder is required to carry out the necessary civil, architectural, electrical & art work as per the selected theme and as per the **CHAPTER-VI**. The successful bidder is also required to supply play equipments as per the **CHAPTER-VI**.

v. The successful bidder will ensure that the project is completed as per the timelines set in the Work Order.

vi. The successful bidder shall have to liaise **Gujarat CSR Authority (GCSRA)**all through the project.

vii. **Gujarat CSR Authority (GCSRA)**will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason whatsoever.

viii. The Agency should use state of art technologies and be free of any infringement of IPR (Intellectual Property Rights) of any third party.

ix. In case infringement of Intellectual Property Rights (IPR) of any third Party (ies) takes place, the Agency hired by **Gujarat CSR Authority (GCSRA)**for the project is liable for payment of compensation to the aggrieved third party. It shall be responsible to indemnify **Gujarat CSR Authority (GCSRA)** and shall be required to pay license fee and any other payment to the third/other party required for settling the matter.

x. The decision of **Gujarat CSR Authority (GCSRA)** about the quality of services will be final and shall not be challenged by the Agency on any ground whatsoever.

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CHAPTER-III
GENERAL TERMS AND CONDITIONS

CLAUSE – 1: BIDDING DOCUMENT

Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by bidding documents or submitting a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

CLAUSE – 2: CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications before the date of submission of bids from the Authority. The clarification, if any, shall be issued by the Authority will be published on the website www.nprocure.com.

CLAUSE – 3: AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, Authority for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.

All prospective Bidders may be notified of the amendment and such modifications will be binding on them. The same shall also be put up on the website www.nprocure.com

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its own discretion, may extend the deadline for the submission of bids.

CLAUSE – 4: LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English and / or Gujarati. Documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authorized accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

CLAUSE – 5: COST OF BIDDING

Bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

CLAUSE – 6: BID FORMS

Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

For all other cases, the Bidder shall design a form to hold the required information. Authority shall not be bound by any printed conditions or provisions in the bidder's bid forms.

CLAUSE – 7: FRAUDULENT & CORRUPT PRACTICE

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

CLAUSE – 8: LACK OF INFORMATION TO BIDDER

Bidder shall be deemed to have carefully examined all contract documents / this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract. Also, Bidder is required to make his own estimates regarding all costs associated with the Project, if required through site visits. The Authority shall not entertain any disputes in this regard after the bids have been submitted. Authority retains the right to ask for any missing information during the evaluation process.

CLAUSE – 9: CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Guarantee within the time limit prescribed by the Authority, Authority reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this document.

CLAUSE – 10: BID PRICE

The Price bid should indicate the prices in the format / price schedule given at **CHAPTER-VI**.Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
b) Bids should be submitted directly by the Bidder.
c) Price Bids of only qualified bidders as per eligibility criteria shall be opened.

Authority reserves the right to seek clarification/ justification from the Bidder on the bid price in case Authority deems it necessary. Based on the justification provided by the Bidder, if Authority feels that the price is unrealistic/ unfeasible in order to execute a project of this nature, Authority reserves the right to reject the said bid. The Bidders shall be governed by the decision of Authority.

CLAUSE – 11: BID CURRENCY

For the goods &services required in the Tender, the prices shall be quoted in Indian Rupees only. Payment for such goods & services as shall be made in Indian Rupees only.

CLAUSE – 12: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of the Bid, a bid security for the amount as stated in Notice Inviting Tenders Section by Demand Draft in favor of **[Gujarat CSR Authority Projects Fund], payable at [Ahmedabad]** issued by any Scheduled / Nationalized Bank in India in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened. No exemption from submitting EMD shall be given to any bidder on any account whatsoever.

No interest shall be paid on bid security. Bid Security of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the Bid Security will be refunded within 30 days from the date of signing of the Agreement and submission of performance guarantee by the successful bidder. The successful bidder's Bid security will be discharged upon the Bidder signing the contract / Agreement, and furnishing the Performance Guarantee.

The Bid security may be forfeited either in full or in part, at the discretion of Authority, on account of one or more of the following reasons:

a) Bidder withdraws its Bid during the period of Bid validity as stated in **Clause 13** below.
b) Bidder does not respond to requests for clarification of their Bid.
c) Bidder fails to co-operate in the Bid evaluation process, and
d) In case of a successful Bidder, the said Bidder fails:
   i. to sign the Agreement in time; or
   ii. to furnish Performance Guarantee

CLAUSE – 13: PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 365 days after the date of Price Bid opening prescribed by Authority. A Bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, the Authority may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

CLAUSE – 14: FORMAT AND SIGNING OF BID

Bidder shall submit a technical bid and price bid, clearly marking each "**Technical Bid**" and "**Price Bid**" as appropriate.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per **ANNEXURE 6**) to bind the Bidder to the Contract. All pages of the bid shall be initialed by the person or persons signing the bid.

The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the Authority or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

CLAUSE – 15: SEALING AND MARKING OF BID

Bidder shall submit their Technical Bid in sealed envelopes super-scribed with due date, time, project and nature of bid.

A **TECHNICAL BID** with all technical and commercial details, samples along with Bid Document Fees and Bid Security other than price shall be considered as complete.

The envelopes containing Technical Bid of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (**ANNEXURE 1)** shall be filled and pasted on the envelopes& samples. All pages of the offer must be sign

Samples shall be appropriately packed and labeled as per the designated CUT-OUT Slips (**ANNEXURE 1)** and sealed in an appropriate box.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared "**late**". If all the envelopes & samples are not sealed and marked, as required, the Authority will assume no responsibility for the bid's misplacement or premature opening and rejection.

CLAUSE – 16: BID DUE DATE

Technical Bid must be received by the Authority at the address specified in the Tender Document not later than the date specified in the bid.

Authority may, at its discretion, on giving reasonable notice by email or any other written communication to all prospective Bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Authority and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

CLAUSE – 17: LATE BID / CONDITIONAL BID

Any bid received by the Authority after the bid due date/ time prescribed in the Tender Document shall be rejected.

Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

CLAUSE 18: MODIFICATION AND WITHDRAWAL OF BID

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the Authority prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.

No Bid may be modified subsequent to the deadline for submission of bids.

No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

CLAUSE – 19: OPENING OF BIDS BY THE AUTHORITY

Bids will be opened in the presence of Bidder's representatives, who choose to attend. Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the Authority at his/her discretion, may consider appropriate, will be announced at the opening.

At the pre-decided time, the Authority contact person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures.

CLAUSE – 20: CONTACTING THE AUTHORITY

Bidder shall not approach the Authority officers outside of office hours and / or outside the Authority premises, from the time of the Bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Authority officers in the decisions on Bid evaluation bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.

CLAUSE – 21: BID EVALUATION

Parameters and Procedure of Evaluation

Bidders shall be primarily be evaluated on the basis of the tender fees, bid security, documents as per eligibility criteria & samples submitted on or before the due date. Only those bidders whose tender fees, bid security, documents & samples are in order and as per the requirement of this tender document shall be asked to make a presentation in the office of Gujarat CSR Authority (GCSRA), 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad – 380054 on a pre-defined date which shall be informed to the qualified bidder in advance.

The price bid of technically qualified bidder (i.e. bidder scoring **70 or more marks in technical evaluation**) shall be opened. Bids shall be evaluated on Least Cost Evaluation basis.

Bidder with total least cost shall be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure. Authority is not bound in any manner to select any of the bidders submitting bids or to select the bidder offering the lower price.

In the event that the least cost bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid least cost Bidder (the "second round of bidding").

I) Technical Evaluation

Only those bidders who have fulfilled the eligibility criteria will be evaluated further. The technical evaluation and comparison of the bids of such eligible bidders shall be done for the following parameters:

Item Code	Parameter	Total Marks
1.	**Financial Strength** Annual Turnover in each of the last three financial years (i.e. 2018-19, 2019-20 & 2020-21) should be at least Rs. 200 lacs If average annual turnover is more than Rs 2 Cr but less than or equal to Rs4 Cr - 3 marks If average annual turnover is more than Rs.4 Cr but less than or equal to 10 Cr - 7 marks If average annual turnover more than 6 Cr - 10 marks	**10 marks**
2.	**Relevant Experience**	

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Item Code	Parameter	Total Marks
(i)	Bidder should have successfully executed at least 5 units *(one unit shall mean one site location in each contract)* of Civil works in last three financial years i.e. 2018-19, 2019-20 & 2020-21 and upto the due date of submission of tender. Executed 5 units – 3 marks Executed 6 units – 5 marks Executed 8 units – 7 marks Executed 10 or more than 10 units – 10 marks	**10 marks**
(ii)	Bidder should have successfully executed similar nature of work in last three financial years i.e. 2018-19, 2019-20 & 2020-21 and upto the due date of submission of tender of value not less than One contract of Rs. 80 lacs OR Two contracts of Rs. 50 lacs OR Three contracts of Rs. 40 lacs If Total executed contract value is more than Rs 80 lakhs but less than or equal to Rs 160 lakhs - 10 marks If Total executed contract value is more than Rs.160 lakhs but less than or equal to 200 lakhs - 15 marks If Total executed contract value more than 200 lakhs - 20 marks	**20 marks**
3.	**Conceptual 3D Drawings** showing views of the of the Smart Panchayat Ghar with the themes & items as provided in the BoQ 3D drawing showing 2 views – 15 marks 3D drawing showing 4 views – 20 marks 3D drawing showing 7 views – 25 marks	**25 marks**
4.	**Presentation** Detailed Presentation on the Methodology of Execution, possession & availability of Intellectual Property, Credible Experience of Execution of such type Projects, Indicative Slides on the Schemes which should overall reflect the look and feel of the banners which may go in the Kiosk, Space Management & Interior Designing and Conceptual Design vis-a-vis Actual Implementation	**35 marks**

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Item Code	Parameter	Total Marks
Total (1-5) : 100 Marks		
Minimum 70 Marks will be required to qualify in Technical Bid		

Evaluation shall be carried out based on the above criteria and the data and documents provided by bidders in support of their claims. The cut-off marks for short-listing based on the Technical Evaluation is **70** of total marks. Evaluation Committee shall have the right to verify the claims made by the Bidder, in whichever way it deems fit. Based on the Bid Evaluation, only technically qualified Bidders scoring more than cut-off marks shall be short-listed.

II) Financial Evaluation

Financial bids of only the technically qualified Bidders shall be opened. The lowest evaluated cost of the technically qualified bidder as per the price bid shall be selected for further negotiation and award of contract.

Bid Evaluation Committee

Bid evaluation shall be done by Evaluation Committee appointed by Authority. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

CLAUSE - 22: AUTHORITY'S RIGHT TO VARY SCOPE AT TIME OF AWARD

If any change in Scope of the Contract clauses, an increase or decrease in the cost, or the time required for, the Bidder performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the Authority changed order.

CLAUSE - 23: AUTHORITY'S RIGHT TO ACCEPT AND TO REJECT ANY/ALL BIDS

Authority reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Bidder(s) or any

obligation to inform the affected Bidder(s) of the grounds for such decision.

CLAUSE - 24: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

Prior to expiry of the period of Bid validity, the Authority will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Contract Form.

Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Authority. If the successful Bidder thus selected fails to sign the contract as stipulated, the Authority reserves the right to offer the contract to the next lowest Bidder subject to the conditions of this tender document.

CLAUSE - 25: PERFORMANCE GUARANTEE

The contract performance guarantee has to be submitted within 10 (Ten) days of receipt of contract form and specific work order. The performance guarantee shall be **5%** of the Total Accepted Tender Value. If the work is allocated to the more than one successful bidder, the amount of bid security will be proportionately reduced in term of work allocation. If the performance guarantee is in the form of bank guarantee, then it shall be valid for duration of 180 days beyond the expiry of contract period. Format for Performance Guarantee in the form of Bank Guarantee is given at **ANNEXURE 7**.

If the successful Bidder fails to remit the performance guarantee within the time stated for the submission of the same by the Authority, the Bid Security remitted by him will be forfeited by the Authority and his bid will be held void.

Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the Authority will notify all short-listed Bidders and will refund their Bid Security.

The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract period and on satisfaction of the Authority for execution of the work / settlement of disputes, if any.

CLAUSE - 26: PAYMENT TERMS

Payment to the Bidder shall be made as follows:

The work of Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation -

Turnkey Project will be allotted on Rate Contract (RC) basis. For the purpose and convenience the Authority may give separate orders for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project based on the availability of funds.

The work during the contract period will be issued on individual work order basis as per the requirement of the Authority.

Payment Terms

Payment of shall be released as per the subsequent work order conditions and after due inspection of the quality of the work by the Authority/Authorized Representative, if required.

CLAUSE - 27: PENALTY

Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this tender document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the Bidder shall be final and binding and shall not exceed 5% of the Total Accepted Tender Value of the bidder for the Contract Period. On the Bidder repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice.

CLAUSE - 28: PATENT RIGHTS

Bidder shall indemnify the Authority against all third-party claims of infringement of patent, trademark/ copyright arising from the use of services or any part thereof.

CLAUSE - 29: AUTHORITY'S RIGHT TO AWARD CONTRACT TO ONE OR MORE BIDDERS

Authority reserves the right to award the Contract to one or more bidder and split the order.

CLAUSE - 30: BIDDER TO VISIT THE SITE BEFORE QUOTING ITS BID

The bidder has to personally visit the site and take into consideration all the factors before quoting its bid. All aspects of cost shall be deemed to have been covered before bidder has quoted its price in the Price Bid. No disputes shall be entertained regarding any factor that has been neglected or overlooked once the bid has been submitted by the bidder.

CHAPTER – IV
SPECIAL TERMS AND CONDITIONS OF CONTRACT

CLAUSE - 1: CONTRACT PERIOD

This entire works of supplies and service of Smart Panchayat Ghar shall commence from the date of signing of the Agreement and shall be completed within 1 (One) year of signing of the agreement. The successful bidder/s will be empanelled initially for the period of one year which can be extended further upto two more years subject to annual revision, if their performance found satisfactory.

In case of unsatisfactory performance of the Bidder, the Contract may be terminated by Authority after giving such notice.

CLAUSE - 2: BIDDER'S OBLIGATION

- The bidder shall follow and adhere to industry standard for works and supplies.
- The bidder shall submit the progress report as and when required to the Authority.
- The Authority shall stand fully indemnified by the bidder in respect of any claim or liability arising in respect of the labor or any employee engaged by the bidder, whether on account of wages or otherwise, including the labor or employees engaged through the contractor (s) of the bidder even if such a claim or liability arises during, on or after the contract period.
- In no case, the Authority will be liable or required to make any payment whether to any Government authority or any person in connection with the employment of personnel by the bidder in connection with the said works
- The bidder shall enforce discipline and good order among its employees. The bidder shall forthwith remove from the premises any employee of bidder whom the Authority reasonably objects to.
- The bidder shall perform the said works effectively and efficiently with due diligence and care, adhering to the specifications laid by the Authority and to the fullest satisfaction of the Authority.
- Bidder shall appoint an authorized person not lower than the rank of Senior Manager as "Coordinator -Bidder" to co-ordinate with the Authority in all matters related to personnel provided and to be responsible for all necessary exchange of information.
- The bidder shall be held responsible for the losses or damages or penalty incurred due to damage to equipment/ tools and/or on account of violation of safety rules and safety norms by the personnel deputed by the bidder. All the said losses and/or damages and/or penalty shall be recovered forthwith from the

bidder. The losses shall include without limitation all losses, costs, expenses (including court costs and attorney's fees, interest and profits) claims, demands, fines, penalties, suits by any persons, injuries, damages or death and other liabilities of whatsoever kind in nature.

- The bidder shall defend, indemnify and at all times keep the Authority, its officers, agents, consultants and employees protected from and against all losses arising directly or indirectly during or out of the performance of or failure to perform by bidder or anyone directly or indirectly employed by them or associated with them.

CLAUSE-3: AUTHORITY'S OBLIGATIONS

- The Authority will make timely payment to the bidder on its fulfilling all the required documents as per the payment terms and conditions.
- The Authority shall grant in a timely manner all such approvals, permissions and authorizations which the Bidder may require or is obliged to seek from in connection with implementation of the project and the performance of the Bidder obligations.

CLAUSE - 4: TERMINATION OF THE CONTRACT

If Authority finds that during the Contract Period, there are substantial deviations from tender specifications and the bidder's Proposal, it shall ask for rectification within a reasonable time frame. On failure of Bidder to do so, it may terminate the contract after giving adequate notice.

At any time during the Contract Period, Authority has the right to cancel the Contract after giving a notice of 30 days, if the Bidder commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame given by the Authority. Breach of Contract includes, but not limited to, the following:

a) Bidder stops work and such stoppage has not been authorized by the Authority.
b) Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
c) Authority gives notice to correct a particular defect/ irregularity and the Bidder fails to correct such defects/ irregularity within a reasonable period of time determined by the Authority.
d) Serious misconduct/ accident on part of the Bidder.

If the contract is terminated by the Department unilaterally, the Government will pay to the Bidder remaining amount, if any, for the

payment for works & service charges for the period for which the works & service has been rendered and all other claims through mutually agreeable settlement.

CLAUSE - 5: "NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever, against the Authority, under or by virtue of or arising out of this Contract, nor shall the Authority entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "**No Claim**" Certificate in favor of the Authority in such forms as shall be required by him after the works are finally accepted.

CLAUSE - 6: SUSPENSION

The Authority may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract (including the carrying out of the works) provided that such notice of suspension:

a) Shall specify the nature of the failure and
b) Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

CLAUSE - 7: OWNERSHIP OF DESIGN AND ASSET

The ownership of design and assets as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vested with the Authority.

CLAUSE - 8: TRANSFER OF RIGHTS

Bidder shall not transfer the contract to anybody except with the prior permission of the Authority.

CLAUSE - 9: MOBILISATION PERIOD

Once the work order has been accepted, the bidder shall be given mobilization period of 20 days, if required.

CLAUSE - 10: FALL CLAUSE

Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization / Private Organization during the period of contract failing which the "**FALL CLAUSE**" will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to the Authority. In case it is found that the price charged by the firm is

more, the same will be recovered from the subsequent / unpaid bill(s) of the supplier. (**ANNEXURE 8**)

CLAUSE – 11: JURISDICTION

In case of any dispute, Jurisdiction of courts in **Gujarat** will apply.

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CHAPTER – V
ANNEXURES
ANNEXURE 1 – CUT OUT SLIPS

I) To Be Pasted On MAIN Outer Envelope, On Envelope Containing Bid Security & Bid Document Fee, Samples

IMPORATANT DATA
DO NOT OPEN – THIS IS A BID

PROJECT NAME	**:**	**Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**
Due Date& Time	:	
From,		To,
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
<Email>	:	

II) To Be Pasted On Envelope Containing Technical Bid

DO NOT OPEN – THIS IS A BID
TECHNICAL BID – ORIGINAL COPY

PROJECT NAME	**:**	**Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**
Due Date& Time	:	
From,		To,
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
< Email.>	:	

<This space has been intentionally left blank>

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III) To Be Pasted On Envelopes Containing Bid Security & Bid Document Fee

DO NOT OPEN – THIS IS A BID
TENDER FEE & BID SECURITY – ORIGINAL COPY

PROJECT NAME	**:**	**Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**
Due Date& Time	:	
From,		To,
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
< Email.>	:	

IV) To Be Pasted On Each Sample (if any)

DO NOT OPEN – THIS IS A BID
SAMPLE NOT FOR SALE

PROJECT NAME	**:**	**Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**
Due Date& Time	:	
Name of the Item & Quantity	:	
From,		To,
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
< Email.>	:	

<This space has been intentionally left blank>

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V) To Be Pasted On Box containing all Samples (If any)

DO NOT OPEN – THIS IS A BID

SAMPLES NOT FOR SALE

PROJECT NAME	**:**	**Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**
Due Date& Time	:	
From,		To,
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
< Email.>	:	

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ANNEXURE 2 – COMPANY PROFILE

The bidder should furnish the following details:

Sr. No.	Particular	Detail
1	Name of Organization	
2	Nature of the Organization (Govt./Public/Private/Partnership/Proprietorship)	
3	Address with Phone No. & Email	
4	Name of the Authorized Person	
5	Contact Details of Authorized Person	
6	Name & Contact Details of the All the Directors / Partners (if applicable)	
7	Any other details in support of your office	
8	Number of locations where bidder is operating (list out names)	
9	PAN (attach attested copy)	
10	GST Registration (attach attested copy)	
11	Udyam Certificate (attach attested copy) (if applicable)	
12	Month and Year of Establishment	
13	Registration Deed (if applicable)	
14	Certificate of incorporation (if applicable)	
15	Last Three Year Total Turnover (2018-19, 2019-20 & 2020-21) in Rs. lacs	
16	A Brief Write up about the firm which can demonstrate work experience, manpower availability, Office Space etc.	
17	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

Signature of the Bidder / PoA Holder with seal

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ANNEXURE 3 TURNOVER CERTIFICATE
[ON CHARTERED ACCOUNTANT'S LETTERHEAD]

Annual Total Turnover Certificate for **[BIDDER NAME]** for the last three financial years (i.e. 2018-19, 2019-20 & 2020-21) as per the Eligibility Criteria of the tender document

TOTAL TUNROVER

Financial Year	Figures in Rs.	In Words
2018-19		
2019-20		
2020-21		
Average		

Signature and Seal of the Chartered Accountant firm:

UDIN

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ANNEXURE 4 - NO STATUTORY DUES CERTIFICATE
[ON CHARTERED ACCOUNTANT'S LETTERHEAD]

This is to certify that the position of statutory dues & incentives from Government. etc. of **[BIDDER NAME]** situated at, [**REGISTERED OFFICE ADDRESS OF THE BIDDER**] are as follows:

Sr. No.	Particulars	Date Upto	Balance Due
a.	Provident Fund, ESI &Superannuating contribution paid upto		
b.	Wages and Salaries paid upto		
c.	GST Paid upto		
d.	Income Tax Assessment completed upto and for the year ending		
e.	Advance Tax Paid for the year ending		
f.	Excise Duty paid upto		
g.	Municipal Tax, Octroi, Professional Tax etc.		

This certificate is issued on the basis of verification of relevant necessary records and documents.

Signature and Seal of the Chartered Accountant firm:

UDIN

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ANNEXURE 5 – UNDERTAKING
[ON BIDDER'S LETTERHEAD]

1. This is to certify that I on behalf of M/s ..... before signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s ..... will abide by them un-conditionally and to the satisfaction of **Gujarat CSR Authority (GCSRA)**.
2. M/s .....has not been black-listed by Central / State Governments / PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.
3. None of the Full time Directors / Owners / Partners of the Bidder has any relative working in **Gujarat CSR Authority (GCSRA)**.

Date:

Place:

(Signature of the Bidder / PoA Holder, with Official Seal)

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ANNEXURE 6 - POWER OF ATTORNEY
[ON BIDDER'S LETTERHEAD]

Date:

1. I / We certify that the Bidder is sole proprietorship / partnership firm / private limited company / public limited company of which the registered office is located in _____ in the state of _____
2. The name, designation and address of the authorized signatory who is authorized to negotiate / sign / execute on behalf of the Bidder is as under:
   Name _____
   Designation: _____
   Address: _____
   _____
   e Mail: _____
   Telephone: (O) _____ (R) _____
   Fax: _____
   (Mobile) _____
3. Sample Signature of the authorized signatory / PoA Holder

(Signature of the Bidder, with Official Seal)

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ANNEXURE 7 – FORMAT FOR PERFORMANCE BANK GUARANTEE

[ON NON-JUDICIAL STAMP PAPER]

To be stamped according to Stamp Act and to be in the name of the executing Bank

To:
Gujarat CSR Authority (GCSRA),
3rd Floor, GSFC Building, Opp. Drive-in Cinema,
B/h Reliance Mart, Bodakdev, Ahmedabad – 380054

In consideration of the Gujarat CSR Authority (GCSRA), having its registered office 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad – 380054, Gujarat (hereinafter called the "Authority" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated issued by the Gujarat CSR Authority (GCSRA), having its registered office 3rd Floor, GSFC Building, Opp. Drive-in Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad – 380054, Gujarat which has been unequivocally accepted by the Vendor (refer NOTE below) work of Design & Construction of Smart Panchayat Ghar along with **Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project** (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs._____ (Rupees _____ only) from a Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill, for the due fulfilment by the said Vendor of the terms and conditions contained in the same Contract. We _____ Bank (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the Authority from time to time to the extent of Rs. _____ (Rupees _____only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the Authority by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid.

We, _____ Bank, further agree that the Authority shall be the sole judge of and as to whether the said Vendor has committed any

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breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.

1. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Authority under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the Authority shall have no claim under the Guarantee after 180 (One Hundred Eighty) days from the date of expiry of the contract period.

2. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the termsand conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

3. It shall not be necessary for the Authority to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Authority may have obtained or obtain from the Vendor shall at the time when

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proceedings are taken against the Bank hereunder be outstanding or unrealised.

4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____on whose behalf this guarantee is issued.

For and on behalf of (the bank)
Signature
Name &Designation
Authorisation No.
Date and Place Bank Seal
The above guarantee is accepted by the Authority.

NOTES

FOR PROPREITORY CONCERNS

M/s. _____ a proprietary firm with its office (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of the proprietor being

1) Shri _____ S/o

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

1) Shri _____ S/o
2) Shri _____ S/o

FOR COMPANIES

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M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

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ANNEXURE 8 – FALL CLAUSE NOTICE CERTIFICATE
[ON BIDDER'S LETTERHEAD]

FALL CLAUSE NOTICE CERTIFICATE

Ref: Tender Notice No. GCSRA/Tender/Panchayat/2022 **for Selection of an Agency on Rate Contract (RC) basis for Design & Construction of Smart Panchayat Ghar along with Interiors, Furniture & Other Allied Items Supply & Installation - Turnkey Project**

This is to certify that we have offered the maximum possible discount to you in our Bid for Tender Notice No. GCSRA/Tender/Panchayat/2022

The prices charged for the works, supplies & services supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organisation/PSU's/Autonomous Bodies / Pvt. Organisations during the period of contract failing which the "**FALL CLAUSE**" will be applicable.

In case, if the price charged by our firm is more, **Gujarat CSR Authority (GCSRA)** will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature / PoA Holder of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.

SIGNTUARE & STAMP OF BIDDER / PoA HOLDER

CHAPTER - VI
PRICE BID

Tender Notice No.: GCSRA/Tender/Panchayat/2022
To:
Gujarat CSR Authority (GCSRA),
3rd Floor, GSFC Building, Opp. Drive-in Cinema,
B/h Reliance Mart, Bodakdev, Ahmedabad – 380054

Gujarat

Dear Sir,

I/ We hereby bid for **SELECTION OF AN AGENCY ON A RATE CONTRACT (RC) BASIS FOR DESIGN & CONSTRUCTION OF SMART PANCHAYAT GHAR ALONG WITH INTERIORS, FURNITURE & OTHER ALLIED ITEMS SUPPLY & INSTALLATION - TURNKEY PROJECT** as per the Terms of Reference given in this Tender Document of the **Gujarat CSR Authority (GCSRA)**, within the time specified and in accordance with the specifications and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

SIGNTUARE & STAMP OF BIDDER / PoA HOLDER

SCHEDULE A

Provided in APPENDIX 1

NOTE:

1. Taxes / Freight / Duties / Customs / Octroi and any statutory payments as applicable are included in the above quoted rates.
2. Price must be quoted in given format only
3. I have personally visited actual site locations in order to satisfy myself with the requirements of the Contract and quote my rate accordingly.
4. No change shall be made in future on my part for any misunderstanding or oversight of any expense/s by me.
5. The above mentioned quantity is estimated and may interchange within the specified design type specified in the Tender document. The quantity is also indicative and as per the primary plan. The authority shall have the right to change the same, while awarding the contract or issuing the work orders as per the item rate contract.
6. Items for which Samples are to be provided / submitted along with the Technical Bid, for such items "Y" has been indicated in the Samples Column of the abovementioned Schedule of Price Bid.
7. All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Price Bid shall be ignored or in such a case offer is liable to be rejected.
8. **Gujarat CSR Authority (GCSRA)** reserves the right to recover / deduct tax(es) as per the law of land before making any payment to the successful bidder(s).
9. The measurements of various line items in the **Schedule A** are approximate and that it may vary on case to case basis. However the rates which have been quoted by the successful bidder shall remain valid for all the selected locations for the given period of contract.
10. Payment shall be done as per subsequent work order conditions and only after satisfactory completion of works as indicated in this tender document and actual measurements on site. No advance or milestone based payment shall be made to the successful bidder. Submission of Completion Certificate issued by a competent authority along with the invoice is mandatory. Without completion certificate the invoice shall not be processed under any circumstances

Signature of the Bidder / PoA Holder with Seal

SIGNTUARE & STAMP OF BIDDER / PoA HOLDER