SECTION - 1
INFORMATION AND INSTRUCTIONS

1.0 SPECIAL ATTENTION

1.1 Registration in the class “AA”, either with Sardar Sarovar Narmada Nigam Limited or with Narmada, Water Resources, Water Supply and Kalpasar Department and / or Road and Building Department of Gujarat State is a mandatory requirement for any contractor who desires to Bid. Any contractor who is registered with Central Government or any State Government but not registered with SSNNL or NWRWS & K Department, GOG or R & B Department, GOG can also submit the Bid but he has to apply for registration either with SSNNL or NWRWS & K Department of GOG before online submission of the Bid and he has to get himself registered with SSNNL or NWRWS & K Department, GOG or R & B Department, GOG before the date of award of work.

1.2 The Tender Document shall be submitted as per procedure laid down in Section-I, Clause No. 18, Volume ONE-A for submission of Tender.

1.3 Earnest Money Deposit shall be submitted on line (as per Clause 15.0 of Volume ONE-A) and after Online submission, in form of F.D.R./D.D. (banker's cheque) / Bank Guarantee shall be submitted physically, in the office the Executive Engineer, CPC , SSNNL, 6th Floor, Block No. 12, New Sachivalaya Complex, Gandhinagar strictly as per details submitted during Online Bid Submission, in sealed envelope. If Tender Fee and Earnest Money Deposit is not received physically, the Bid shall be rejected.

1.4 Tender shall be opened as per procedure laid down in SECTION-I, Clause 19.0 of Volume ONE-A and respective para of Tender Notice.

1.5 All Bidders are cautioned that e-tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non-responsive.

1.6 Conditional offer will be out-rightly rejected. No condition shall be included in this e-tender.

1.7 Alternative e-Tenders are not acceptable.
1.8 Award of contract will be made to a qualified bidder whose responsive Tender is determined to be the lowest evaluated tender with due consideration to his maximum Physical and Financial capacity to Bid, number of individual Bids in which his Bid happens to be the lowest responsive Bid and as per the Least Cost Combination as may be advantageous to SSNNL.

1.9 Bidder shall have to declare regarding the number of Tenders submitted in the prescribed format as given in volume-one.

1.10 If required, Nigam may negotiate with the lowest evaluated responsive bidder.

1.11 The SSNNL reserves the right to qualify/ disqualify any applicant without assigning any reason.

1.12 Applicants shall be disqualified if they have

(i) Made untrue or false representation in the forms, statements and attachments required in the prequalification documents, or

(ii) Record of poor performance either due to technical or financial or any other reasons.

1.13 Only Offline details for Tender Fee and E.M.D. shall not be considered.

1.14 The request of the Bidder for not opening of Bid shall not be accepted, if Bidder has submitted Tender Online and Tender Fee and E.M.D. physically.

1.15 All disputes and discrepancies relating to this Tender shall be governed by law of India and shall be subject to jurisdiction of court of Gandhinagar / Ahmedabad of Gujarat state.

1.16 Joint Venture of maximum two companies shall be considered for the work.

1.17 The estimated amount of the work put to tender is based on SOR for the year 2010-2011 in which the rate for cement and steel are considered as Rs. 4300/-per tonne and Rs.36000/-per tonne respectively.

1.18 The agency whose contracts were terminated on account of poor performance in SSNNL work will not be eligible for this Tender.
1.19 A Bidder shall be disqualified if Bidder is terminated due to poor performance technically, qualitatively, financially or any other reasons.

1.20 A Bidder shall be disqualified if Bidder is debarred due to poor performance technically, qualitatively, or any other reasons.

1.21 The Bidder who has already applied as a prime contractor for the same Tender shall not be eligible to apply under Joint Venture.

1.22 This contract includes the two years defect liability period and five years of Operation and Maintenance period.

2.0 INVITATION

(A) Online Tenders are invited publicly by the Superintending Engineer, N.P. Head Works Circle, Kevadia colony from the eligible contractors registered in “AA” class and equivalent in Sardar Sarovar (Narmada) Nigam Limited and/or Narmada, Water Resources, Water Supply & Kalpasar Department and/or Road and Building Department in State Govt. of Gujarat or equivalent class in CPWD/ Railway /other State Government for the work of “Sardar Sarovar (Narmada) Project -Construction of Garudeshwar Weir across river Narmada near village Garudeshwar”

(B) The concerned Contractor shall submit the certificate of registration or renewal receipt as approved contractor in “AA” class in SSNNL / NWRWS & K Dept / R & B Dept of Gujarat State or equivalent class in CPWD/ Railway /other State Government

(C) The Contractor registered outside Gujarat shall apply for getting registered himself in “AA” class either with the Sardar Sarovar Narmada Nigam Limited or with the state of Government of Gujarat before the date of submission of Tender. The proof of the application for the registration shall have to be attached with the Tender Online and physical also.

(D) The Contractor registered in CPWD / Railway and other State Govt. equivalent to class of Gujarat mentioned in Para "A", will be eligible to quote for the Tender with the condition that concerned Contractor shall get themselves registered in “AA” class in the Sardar Sarovar Narmada Nigam Limited or in the State of Gujarat on or before the date of acceptance (approval) of his Tender.
Failure of taking action specified in Para (B) or (C) or (D), the concerned contractor shall be disqualified and Earnest Money Deposit shall be forfeited.

3.0 GENERAL DESCRIPTION OF THE PROJECT

3.1 The Sardar Sarovar (Narmada) Project is a multi-State, multipurpose river valley project on the west flowing river Narmada in Gujarat State located along the west coast of India. The project is envisaged to provide irrigation facility to a gross area of about 3.43 million hectares, generate hydropower with an installed capacity of 1450 MW, i.e. about 950 MW Hydro Power at 60 percent load factor and provide partial flood control. The project is estimated to cost about Rs. 38,906 crore at 2008-2009 price level.

3.2 The Project envisages construction of 1210 m long and 163 m high concrete gravity dam to impound 0.95 M ha-m water in the reservoir at FRL 138.68 m of which 0.58 M ha-m will be live storage.

3.3 The project also envisages construction of two Power Houses - one River Bed Power House (6 units of 200 MW each) and the other Canal Head Power House (5 units of 50 MW each).

3.4 Four ponds are created between the main reservoir (Sardar Sarovar) and the head regulator of the Narmada Main Canal by constructing rock fill dams (dykes) with a view to providing balancing reservoirs for absorbing diurnal variation in the discharge released from the Canal Head Power House. These ponds are interconnected by link channels.

3.5 The head regulator for the Main Canal is located at the fringe of the fourth balancing storage pond.

3.6 The Main Canal is one of the largest lined canals in the world having a capacity of 1133 Cumecs (40,000 cusecs) at head and a length of about 460 km up to its tail at Gujarat-Rajasthan border, where its capacity will be 71 Cumecs (2500 Cusecs). There are 38 branches off taking from the Main Canal to serve a Gross Command Area of 3.43 million hectares and cultural command area of 1.8 million hectares. The distribution system will involve construction of 1,875 km of branch canals and about 75,000 km of distributaries, minors and sub-minors in 15 districts of the Gujarat State.

3.7 The climate in the Project area in tropical with temperature ranging between
5°C and 47°C. The season in this region can broadly be classified as
(i) Monsoon – Middle of June to September
3.8 Present Status of nearby works under SSNNL (related with the Tender work)
(i) The work of main dam is completed upto E.L 121.92 m. Raising of pillars for fixing of gates is not started yet.
(ii) The work of River Bed Power House and Canal Head Power House is completed. Production of electricity is in progress.

4.0 BRIEF DESCRIPTION OF THE WORK
The work of Sardar Sarovar (Narmada) Project - Construction of Garudeshwar Weir across river Narmada near village Garudeshwar is as under.

(i) 381 m. long rockfill dam upto EL. 49.50 m with top width of 7.0 m on the left hand side of river.
(ii) Adjoining the rockfill dam, 5 Nos. concrete NOF blocks with power block including 2 Nos. key block, each of length of 21 m and top width 7.0 m with total length of 105 m is to be provided. In NOF block No 5, Liftwell and in block No. 4, 3.5 m. dia penstock at center Elevation Level of 20.75 m are to be provided.
(iii) A 250 m. long approach channel having bed width of 25 m is to be provided.
(iv) A concrete ungated spillway of 609 m. length with crest at EL 31.75 m having 29 blocks each of width 21 m, in ungated spillway blocks Nos.25 to 28, 8 Nos. of sluices having size 3.0 x 2.5 m with sill level at EL 16.00 are to be provided. The energy dissipation arrangement of stilling basin type is to be provided.
(v) In the N.O.F Block there is a lift well and a material shaft with one Key block each of 21 m length are to be provided.
(vi) U/s, D/s and side coffer dam are to be considered for river diversion.
The tentative major quantity of main items are as shown in the table.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Details</th>
<th>Sardar Sarovar (Narmada) Project – Construction of Garudeshwar weir</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Unit</strong></td>
</tr>
<tr>
<td>1</td>
<td>Excavation</td>
<td>LCM</td>
</tr>
<tr>
<td>2</td>
<td>Concrete</td>
<td>TCM</td>
</tr>
<tr>
<td>3</td>
<td>Steel (HYSDBars)</td>
<td>MT.</td>
</tr>
<tr>
<td>4</td>
<td>Estimated Cost</td>
<td>Lac</td>
</tr>
</tbody>
</table>

5.0 SITE VISIT
The site of Garudeshwar Weir work may be inspected by Bidder or his representative at his own cost. Technical persons of the Nigam may accompany the Bidder, if convenient, on prior intimation.

6.0 PARTICULARS PROVISIONAL:-
The particulars of the proposed works given herein as well as in the accompanying Appendices are provisional and must be considered only as advance information to assist applicants.

7.0 FUTURE WORKS
Raising of bridges are to be taken by SSNNL

8.0 COMMUNICATION

8.1 AIRPORTS
International Airport near by the site is Ahmedabad and domestic airport is at Vadodara. Every day there are regular flights available on Delhi-Ahmedabad-Bombay route.

8.2 RAILWAYS
The nearest Railway station is Vadodara/Bharuch. Ahmedabad, Mumbai and New Delhi are connected with Vadodara by B.G. Railway.

8.3 ROADS:
The road distances of different places from Kevadia Colony are given below:

<table>
<thead>
<tr>
<th>Place</th>
<th>Distance from Kevadia Colony in Km.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vadodara</td>
<td>90</td>
</tr>
<tr>
<td>Bharuch</td>
<td>90</td>
</tr>
<tr>
<td>Anakleshwar</td>
<td>90</td>
</tr>
</tbody>
</table>
The best way to approach Kevadia Colony from Mumbai or New Delhi is to reach Vadodara either by Railway or by air and then by road transport to Kevadia Colony via Dabhoi.

9.0 DETAILS OF APPROACH

9.3.1 INTERNAL ROADS
Garudeshwar is on the road from Vadodara to Kevadia colony, about 85 Kms. From Vadodara and at 5 Kms from Kevadia colony.

10.0 GENERAL FACILITIES
The SSNNL has not envisaged for providing any facilities like hotel, Marketing, Water Supply, Medical Aids, Post, Telegraphs & Telephones, fuel Supply and Construction materials to the contractors. The contractor, therefore, has to make his own arrangements.

A Government accommodation is available at Kevadia colony, the same shall be given on request to the contractor at the Nigam’s prescribed norms.

10.1 HOTEL / GUEST HOUSE FACILITIES:

10.2 HOUSING
The SSNNL has not envisaged any provision of housing colony for contractors. The contractor, therefore, has to make his own arrangement for housing his staff and laboures.

10.3 MARKETING FACILITIES
Marketing facilities for day to day needs are generally available at nearby towns like Kevadia Colony, Garudeshwar, Rajpipla, Dabhoi etc.

10.4 WATER SUPPLY
The contractor shall have to make his own arrangement for water supply for work as well as for colonies or camps which may be established by him. Deep irrigation tube wells of local farmers exist in nearby area. Suitability for domestic and constructional use may have to be established in advance. Narmada is a perennial river and above water supply can be establish at contractor’s cost- establishing usability.
10.5 MEDICAL AIDS

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

10.6 ELECTRIC POWER

The contractor shall make his own arrangements for electric power supply at his own cost. The Nigam shall not take any responsibility for power connection supply from DGVCL. The contractor shall pay directly to the DGVCL for the power that is actually consumed at the tariff stipulated by DGVCL from time to time. The contractor shall comply with all requirements of purchase and use of power. The contractor shall provide and operate generating sets of suitable capacity at required locations at his own cost to meet with the situation arising out of interruptions of electric power supply either of short or long duration. The contractor shall not any claim against SSNNL for failures or stoppage of power supply by DGVCL for any reason whatsoever. Demand charges, power factor charges and any other charges over and above energy charges as levied by the DGVCL shall be borne by the contractor.

10.7 POST, TELEGRAPH AND TELEPHONES

Telegraph and Telephone services are available for public use at Kevadia Colony etc. Post offices are available at all the above places. Almost every village is covered by postal services.

10.8 SUPPLY OF DIESEL, PETROL AND OIL

Petrol and Diesel pumps are installed by private agencies in Akteshwer @ 7 Kms from Kevadia Colony. The contractor shall have to make his own arrangement for procuring the fuel & lubricants required by him.

11.0 CLIMATE AND WORKING SEASON

11.1 TEMPERATURE

Gujarat State has tropical climate. The daily minimum temperature ranges from 5\(^\circ\) Celsius in December – January to 27\(^\circ\) Celsius in April-May. The
daily maximum temperature varies from 30 Degree Celsius in December-January to 47 Degree Celsius in April-May.

11.2 RAINFALL

Average annual rainfall ranges from less than 500 mm the North West region to over 2000 mm in the South, with most part of the State receiving 200 to 1000 mm of rainfall. About 95% of rainfall occurs during the months June to September leaving remaining period of the year almost dry. Annual average rainfall of last 10 years for (nearby work site) is 1000 mm.

11.3 WORKING SEASON

Since rainfall is spread over the period starting from middle of June to the end of September, it is generally not continuous and intense except for few days with special efforts of maintaining all road and it may be possible to carry on the work outside of river during dry spell of monsoon.

12.0 DOWNLOAD OF TENDER DOCUMENTS

The tender documents are available in electronic form on sale up to date 3-11-2011 upto 18.00 hrs. From the website www.ssnnl.nprocure.com Interested Bidders can view these tender documents Online, but Bidders who are interested in bidding in these tenders can download tender documents up to date 3-11-2011 up to 18.00 hrs. Only those Tenderers who wish to submit this tender, will have to pay the tender documents fees on the due date as specified in Para 3 of the tender notice. Tender of only those Tenderers who have submitted their Tender Document Fees on the due date as specified in the Tender Notice will be opened. The tender documents in hard copy (Print Version) will not be available. Those tenderer who wish to have the hard copy (Print Version) can download the tender document and take the print out of the same. The cost of the document will not be refunded under any circumstances.

13.0 COST OF BIDDING

All costs and expenses incidental to preparation of the proposals, to attend discussion and conferences, if any, including pre award discussion with the successful Bidder, technical and other presentation including any
demonstration, etc. shall be borne by the Bidders and the Employer shall bear no liabilities whatsoever on such cost and expenses.

14.0 LANGUAGE OF TENDER

Tender Documents shall be submitted in prescribed form in English only. All literature or correspondence in connection with Tender shall be made in English.

15.0 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD) for the work as mentioned below must reach in the office the Executive Engineer, CPC, SSNNL, 6th floor, Block No.12, New Sachivalaya, Gandhinagar on due date specified in the tender notice.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of work</th>
<th>EMD Rs. in Lac</th>
<th>EMD shall be in favour of</th>
<th>Validity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sardar Sarovar (Narmada) Project-construction of Garudeshwar Weir across river Narmada near village Garudeshwar</td>
<td>Rs.396 Lac</td>
<td>Executive Engineer, N. P. Power House Civil Construction Division No.4, Kevadia Colony.</td>
<td>180 days</td>
</tr>
</tbody>
</table>

Tender without submission of Earnest Money Deposit shall be rejected as non responsive. If during tender validity period, the tenderer withdraws his Tender, the Earnest Money Deposit shall be forfeited and the tenderer may be disqualified from tendering for further works.

(A) The full amount of Earnest Money Deposit shall be in the form of Fixed Deposit Receipt OR in the form of Demand Draft (Banker’s Cheque) OR in the form of Bank Guarantee from any Nationalized Bank or Bank mentioned below.

(1) HDFC Bank  (2) ICICI Bank (3) IDBI Bank (4) AXIS Bank

Guarantees issued by following Banks will be accepted as SD for the period up to March 31, 2012 duly pledge in the name of Engineer-in-Charge.
1. Yes Bank  
2. Indusind Bank  
3. The Kalupur Commercial Co-operative Bank Ltd.  
5. Saurashtra Gramin Bank.  
8. Rajkot Nagarik Sahakari Bank Ltd.  
9. The Ahmedabad Mercantile Co-operative Bank Ltd.  
10. The Mehsana Urben Co-operative Bank Ltd. 

(B) (i) Cheque shall not be accepted.  

(ii) The Earnest Money Deposit shall be submitted in the office the Executive Engineer, CPC, SSNNL, 6th Floor, Gandhinagar along with Declaration Form, from 10:30 hours to 16:00 hours on Dt.4-11-2011. It shall be valid for a period of not less than one hundred eighty (180) days from the last date of receipt of Tender in the first instance. The same may be extended by the tenderer for a further period of one hundred eighty (180) days, if required by SSNNL. Tenders without submission of Earnest Money Deposit shall be rejected as non-responsive. If during Tender validity period, the tenderer withdraws his Tender, the Earnest Money Deposit shall be forfeited and the tenderer may be disqualified from tendering for further works.

(iii) The Earnest Money Deposit will be returned promptly to the unsuccessful tenderers except first three lowest tenderers. The Earnest Money Deposit will be returned to the first three lowest tenderers after first lowest tenderer furnishes Security Deposit for performance and duly enters into the contract.

(iv) Within ten (10) days from the date of issue of the letter accepting his Tender, the successful tenderer shall furnish the required Security Deposit for performance and additional security if any for unbalanced bids in accordance with the condition of the Contract and attend the office of the Engineer – In – Charge for execution of the Contract documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work
offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works.

16.0 METHOD OF TENDERING

1. If the Tender is uploaded by an individual, it shall be digitally signed by the individual.

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

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

4. If the Tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorised person holding the Power of Attorney for signing the Tender in which case a certified copy of the Power of Attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the Contract is awarded. They shall also furnish Articles of Memorandum of Association.

5. If the Firm submitting the Bid is a Member of a Group of Companies (with a common name), necessary evidence as admissible as per Law shall be furnished at the time of online submission of Bid.

6. If the Tender is uploaded by a consortium/group of firms, that is, Joint Venture (maximum Two firms) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state alongwith the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished alongwith
the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified at Annexure-II) shall be submitted alongwith the Tender.

7. The Tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. Joint Venture shall have to upload the Tender documents in the name of Joint Ventures only, if he wants to apply.

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

9. All witnesses and sureties shall be person of status and probity their full names, occupations and addresses when they fill the vendor Registration Form provided in the website www.ssnl.nprocure.com

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

11. Following officer may be contacted for any further information / clarification

   Executive Engineer, N. P. Power House
   Civil Construction Division No.4,
   New A.D. Block “A” 2nd Floor,
   Kevadia Colony.
   Pin 393151, Dist. Narmada
   Phone No. 02640-232128
   Fax No. 02640-232136

   Regarding the process of tendering, the necessary guidance can be obtained from;

   CEO
   Manager (Marketing) (n) code Solution-A division of GNFC Ltd.
   401, GNFC Infotower, S.G.Road, Bodakdev,
   Ahmedabad-380054 (GUJARAT)
   Mobile: 09724504260
   Contact : Mr. Ranjan Bhatt
   E-mail : marketing@ncodesolutions.com
   Phone : 079-26854511, 26854512, 26854513
   Fax : 079-26857321

   In case Bidder finds any difficulty in getting the necessary information / help from (n) Code or the concerned field Executive Engineer for participating in Online Tendering, they can contact the following office.

   Executive Engineer (CPC)
   Sardar Sarovar Narmada Nigam Limited
   Block No. 12, 6th Floor, New Sachivalaya Complex
17.0 ACCOMPANIMENTS TO TENDER

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

(i) Scanned Copy of the latest Income Tax Return with Permanent Account Number (PAN) and Income Tax ward where assessed.

(ii) Scanned copies of client certificate showing

a) Performance of the Bidder working with SSNNL for completed & ongoing works in Form (G) (or in any format with yearly breakup)

b) Other than SSNNL in Form (G) (or in any format with yearly breakup)

(iii) Scanned copies of declaration showing the details of all works completed and works on hand with the contractor and the value of works that remain to be executed.

(iv) Scanned copy of Registration or renewal receipt as approved contractor of concerned state Govt./ Railway/ CPWD. The contractor(s) who are registered with other state Govt./ Railway/ CPWD, proof of application made for registration for “AA class” in SSNNL / Gujarat State shall be submitted.

(v) Scanned copies of a Power of Attorney duly authorized by a notary public, if power is delegated for signing the Bid to other person by the Bidder.

(vi) Scanned copy of E.M.D. in accordance with Clause No. 15.0. and the original shall also be submitted in physical form in person.

(vii) Scanned copy of the Solvency Certificate from Bank of required amount as per Tender Notice.

(viii) Scanned copy of Account Payee Demand Draft for Tender Fee in accordance with para-4 of tender notice and in physical form shall also be submitted in person in the office of the Executive Engineer (CPC), Sardar Sarovar Narmada Nigam Limited, Block No. 12, 6th Floor, New Sachivalaya Complex, Gandhinagar 382 010.
(ix) Scanned copy of Form “A” to “I”, Annexure I to V(Annex-II if applicable), S-1(a), S-1(b), & S-2 and in physical form also in separate sealed cover in person in the office of the Executive Engineer (CPC), Sardar Sarovar Narmada Nigam Limited, Block No. 12, 6th Floor, New Sachivalaya Complex, Gandhinagar 382 010.

(x) Scanned copy of the Balance Sheets of last five completed financial years audited by the Chartered Accountant.

(xi) If the Bidder Firm is a member of a Group of Companies (with a common name), scanned copies of all relevant documents clearly indicating the stake of the bidding Firm in the equity of each firm of the Group, Turnover, Net Tangible Worth and Cash Flow of each company wherein the stake of the Bidding Firm is 51% or more in terms of equity.

18.0 SUBMISSION OF TENDER

18.1 The Tender must be submitted Online duly filled in the entire Tender Document (Forms, Schedule, etc.), i.e. Technical bid and Price Bid available on website.

18.2 The tenderer shall fill the required details/data/information in the prescribed form of Tender document. The tenderer shall quote the rate of each item along with other details in Schedule-B of Tender documents.

18.3 Tender in Offline mode “sealed envelope” will not be accepted.

18.4 If Tender Fees and Earnest Money Deposit is not received with the Tender as mentioned in Clause No. 15 of Section-1 of Volume ONE-A, Tender shall be rejected.

18.5 The Tender i.e. Technical Bid and Price Bid duly filled in shall be uploaded on www.ssnnl.nprocure.com Online up to Dt. 3-11-2011 up to 18:00 Hrs.

18.6 The employer at its discretion can extend the last date for submission of Tender by amending the Bid Document in which case all rights and obligations of the employer and Bidder will thereafter be subject to the last date as extended. The Bidder shall be responsible for extending the Validity of Tender Offer accordingly, failing which his Bid shall be rejected as non-responsive.
18.7 Telegraphic Tender will not be entertained.

18.8 Bidders will have to submit original F.D.R./D.D. (banker’s cheque)/ Bank Guarantee for Earnest Money Deposit and other document in one sealed envelope and Demand Draft of Tender Fee along with its Xerox copy in another envelope. The documents shall be submitted in person only & submission made by courier/ post shall not be considered.

19.0 OPENING OF TENDERS

The Designated Officer of SSNNL will open the E-Tender (Technical Bid) on Dt.4-11-2011 at 16.05 hrs. Onwards if possible in his office at the address specified in the Tender Notice. The intending Bidders, if they wish may participate in Online Tender opening process and view the result on https://ssnnl.nprocure.com To participate in Online tender opening, bidder will have to log in with his user ID and password and click on “mark my attendance button” to view Tender result. For more details please refer “Vendor Training Manual.”

19.1 OPENING OF TECHNICAL BID

The Designated officer of SSNNL will open Technical Bid first (if applicable) at the address specified in the Tender Notice. The evaluation of Technical Bid will be done as per Clause 7.0 of Section-II of Volume ONE-A.

19.2 OPENING OF PRICE BID

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

(i) The Designated Officers of SSNNL will open each Price Bid on the date and time mentioned in the Tender or on extended date and take print out of total amount quoted in the Tender along with rate quoted for each part of Bid Schedule and the conditions if any put forth by the Bidder. The Bidder can see his Price Bid as well as other Bidders’ entire Price Bid who have participated in the E-Tender. The Schedule-B will be accessible upto 24 hours from the date and time of Tender opening for security reasons. For future reference, Bidders are requested to save or take print out of the same data.

(ii) All Tenders will be opened online, irrespective of the presence of the Bidder.

20.0 BIDDER TO INFORM HIMSELF
The Bidder will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, the design drawings, all existing roads, water-way and other means of communication and access to and from the site of work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works, and must make his own inquiries as to work yard, site and depot, availability of construction material required for the work such as sand, coarse aggregates, cement (OPC/PPC), steel (TMT bars) and other material etc. along with it's lead from source of material to weir site and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works, ground water table variation, strata of soil, availability of water suitable for construction and curing purpose etc.

21.0 STATING OF RATES

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

22.0 LATE AND DELAYED TENDER

In theory the system will not accept any Tender after the due date and time and hence in case of E-Tenders there will be no late tenders. In any case late Tenders (i.e. Tender received after the specified date and time of opening), delayed Tenders (i.e. Tender before the time of opening but after specified date and time of receipt of Tenders) and post-tenders offers shall not be considered at all.

23.0 TENDER OFFER VALIDITY PERIOD

1.0 The Tender offer for the work shall be valid for a period not less than **One Hundred Twenty (120) days** from the last date of receipt of Tenders. The same may be extended by the Bidder for a further period of One hundred Twenty (120) days, if required by SSNNL. The tenderer shall not be allowed to withdraw or modify the offer on his own during this period. If any tenderer withdraws or make any modification or additions in the terms and conditions
and tender validity period of his tender offer is not acceptable to the SSNNL, then the SSNNL shall without prejudice to any right or remedy, be at liberty to forfeit in full, the said Earnest Money Deposit absolutely.

2.0 In exceptional circumstances, the employer may solicit the Bidder's consent for an extension of the period of validity of the Tender offer by a period not exceeding another 180 days.

3.0 The request and response there to shall be made in writing or by telex or tele fax. If a Bidder accepts to extend the period of validity, the validity of Earnest Money Deposit (EMD) shall also be extended according to provision of Clause 15.0 of Section-I of this Volume ONE. In case of refusal by Bidder for extension of validity period his Earnest Money Deposit (EMD) shall be returned. Any Bidder granting the request of extension of offer validity period will not be permitted to modify his /their Bid.

4.0 If any Bidder withdraws his offer during validity period / extended validity of Tender, the Tenderer shall be debarred for three years from tendering in Nigam contracts.

24.0 TENDER LIABLE TO BE INVALID

The Tender is liable to be considered invalid, especially, if the requirements as per instruction of Section - I of Volume ONE above are not complied with before submitting the tender. Please read carefully the face sheet and General rules and Direction for the guidance of Contractors as per para-30.0 "General Rules and Directions" of Section - I of this Volume.

25.0 PAYMENTS

The Bidder must understand clearly that the prices quoted in Schedule-B are for completed works and include all costs due to materials, labour, scaffolding, plant and machinery, supervision, profit, service work, power, royalties, taxes and octroi etc., and includes all extras to cover the cost of work during night and on holidays if and when required and no claim for additional payment beyond the prices / rates quoted will be entertained and the bidder will not be entitled subsequently to make any claim on the ground of misrepresentation/ misinterpretation or on the ground that he was supplied with information given by any person (Whether the member is an employee of SSNNL or not). Any
failure on his part to obtain all necessary information for the purpose of making his Tender and quoting the different prices and rates therein shall not relieve him from any risk or liabilities arising out of or consequent to the submission of the tender.

26.0 PAGES TO BE DIGITALLY SIGNED BY THE CONTRACTOR
The contractor or his authorized representative shall digitally sign all Tender Documents.

27.0 EVALUATION OF TENDER

(1) Reasonability of Tenderer’s proposed method and technique of construction, construction programme, sequence of components of the work and proposed resources assigned to the work shall be seen where it has been called for in the tender.

(2) (a) If the Bid of the successful bidder is seriously unbalanced in relation to the estimated cost of the work/item(s) to be performed under the Contract, SSNNL, may require the bidder to produce detailed rate/price analysis for any or all Items of the Bid of the quantities to demonstrate the internal consistency of this rate/price with the construction methods proposed. After evaluation of the rate analysis, the SSNNL may require that, the amount of the Performance Security set forth in Clause No.6 of General Conditions of the Contract be increased at the expense of the successful Bidder to a level sufficient to protect the SSNNL, against financial loss in the event of default of the successful Bidder under the contract.

(b) Quoted Tender rates shall have to be reasonable and competitive to meet with the timely and satisfactory performance of the Contract. If, however, the Bidder’s quoted rates are found to be seriously unbalanced or unduly loaded for a particular item of the work or such quoted rates are unduly under quoted with reference to the job requirements and such items which contribute substantially to the Bid cost, then SSNNL, shall consider rationalization of such quoted tender rates for a particular Bid under consideration. The sole purpose of such rationalization of rates prior to the award of work is to arrive at a reasonable rate which is comparable to the existing market trend and also to ensure proper and timely execution and performance of a particular
class or item of the work in reference to the financial cost requirement needed for such item. The bidder shall have no objection to such rationalization of rates.

(c) In respect of those items for which the quoted rates are more than 10% above the overall percentage of accepted tender, the payment of such items in the running bills shall be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus 5% of the estimated rate of that item. The balance amount as per accepted tender rate shall be withheld from the running bills and will be released on satisfactory completion of work in final bill. No interest will be payable for such withheld amount. This shall be taken care of by way of payment schedule and quoted rates need not be changed. (This condition shall be applicable to the relevant paras of PAYMENT in the Volume TWO of Technical Specifications also)

(d) The Contract performance for actual execution and the payments to be made for the work shall be based on such bid rates as per (b) and (c) above wherever applicable.

(e) Any decision of SSNNL regarding the rates at which payment shall be made in accordance with the above Clauses shall be final and binding to the Bidder.

(3) To assist in the examination, evaluation and comparison of Tenders, the SSNNL may ask the Tenderers individually for clarification of their tenders including break up of work done. The request for clarification and the response shall be in writing but no changes in the price or substance of the tender shall be sought, offered or permitted.

(4) The Tenders will be verified for accuracy in numerical calculations. Any Tender with arithmetical mistake will be corrected on the basis of the quantities of work given in the tender form and the unit price quoted by the tenderer.

(5) A substantially evaluated responsive Bid is one which confirms to all the terms, conditions and specifications of the Bid Documents without material deviation or reservation. The material deviation or reservations is one (a) which affects in any substantial way the scope, quality or performance of the works. (b) which limits in any substantial way inconsistent with bid documents,
the employer’s right or the bidder’s obligations to the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(6) No price preference will be allowed to any Govt. or Semi Govt. or Public Sector Enterprises.

(7) Although Bidder will be qualified for any work as per the qualifying requirements on the basis of the Technical Bid submitted and his Price Bid will be opened, the work/works shall be awarded based on total physical and financial achievement compared to aggregate qualifying requirements/criteria for all the works for which the Bidder has submitted the Bids and those Bids are being concurrently evaluated. Depending upon his capability with respect to aggregate physical and financial requirements of such Bids, maximum number of works shall be restricted and in such cases, the works shall be awarded on the basis of least cost combination as may be the most advantageous to SSNNL. This shall be applicable irrespective of whether the Tenders were invited with packages/slices or individual Tenders.

(8)(a) The SSNNL reserves the right to award the individual work/works or Slice/Slices/Package/Packages that is found to be the most advantageous/economical to it. That could mean that the SSNNL will select slice/slices/package/packages which the tenderer will be awarded, if tenderer happens to be successful for one slice or more slices, one package or more packages who meets the appropriate standard of capacity and financial resources.

(b) In case, price bids are not received for any one or more slice of a package, the estimated amount put to tender for these slice/slices or weighted amount derived from offers received for other slices of the same package whichever is less, will be considered for comparison of package and slices. “Weighted amount means the ratio of total quoted amount of slices received to total estimated amount of these slices multiplied by the estimated amount of the slices for which offers are not received”.

(c) For works for which Tenders are invited in package/ packages/ slice/ slices, the least cost combination will be carried out by Nigam considering eligibility
of the Bidder for awarding work and the combination of package/packages/slice/slices which is beneficial/ advantageous to Nigam will be considered for award.

(d) During evaluation of Bids of slices of a package, if due to any reason, the offer of any slice/slices becomes invalid and there is no other responsive offer for that slice/slices, in such cases, procedure as per para No.8(b) shall be followed for evaluation and if total cost of slice works out to be economical to Nigam, the slices for which responsive offers are valid shall be considered for award.

(e) In case bids are not received for any one or more slices of a package, the procedure as per para 8(b) above will be followed for evaluation and if the total cost of slices works out to be economical to Nigam, the slices for which bids are received shall be considered for award.

(9) SSNNL, reserves the right to accept or reject any Tender without assigning any reason.

27.1 TECHNICAL EVALUATION (PHYSICAL CRITERIA)

Technical evaluation will be made based on qualifying criteria (Physical) fixed in Volume-ONE-A Section-II. If it is found, at any later stage that Bidder has hidden any material detail or given false details as mentioned above, the Bidder shall be disqualified and his E.M.D. shall be forfeited and he will be debarred from bidding future Tenders of SSNNL for three years from the date of receipt of Tender. For the purpose of opening the Price Bids, Bidder may be qualified during Technical Evaluation based on the individual qualifying requirements (Physical Criteria) of each Tender. However, during Price Bid evaluation, aggregate qualifying requirements of all such Bids shall be considered which are being evaluated concurrently.

27.2 TECHNICAL EVALUATION (FINANCIAL CRITERIA)

Technical evaluation will also be made based on qualifying criteria (Financial) fixed in Volume-ONE-A Section-II. Further the Bidder has to show sufficient bid capacity (more than the tender cost), to be determined as per Volume ONE-A, Section-II, for getting him pre-qualified. If it is found, at any later stage that Bidder has hidden any material detail or given false details as mentioned
above, the bidder shall be disqualified and his EMD shall be forfeited and he will be debarred from bidding future tenders of SSNNL for three years from the date of receipt of Tender. For the purpose of opening the Price Bids, Bidder may be qualified during Technical Evaluation based on the individual qualifying requirements (Financial Criteria) of each Tender. However, during Price Bid evaluation, aggregate qualifying requirements of all such Bids (which are being evaluated concurrently) shall be considered.

27.3 PRICE BID EVALUATION

Bidders will be Pre-qualified based on the Technical evaluation (Physical and financial) as per Clause 27.1 and 27.2 above. A list of pre-qualified Bidders shall be prepared. The PRICE BID of only pre-qualified Bidders shall be opened and evaluated.

(1) Although Bidder will be pre-qualified for any work as per the qualifying requirements of individual Tender on the basis of the Technical Bid submitted and his Price Bid will be opened, the work/works shall be awarded based on total physical and financial achievement compared to aggregate qualifying requirements/criteria for all the works for which the Bidder has submitted the Bids and those Bids are being concurrently evaluated. Depending upon his capability with respect to aggregate physical and financial requirements of such Bids, maximum number of works shall be restricted and in such cases, the works shall be awarded on the basis of least cost combination as may be the most advantageous to SSNNL. This shall be applicable irrespective of whether the Tenders were invited with packages/slices or individual Tenders.

(2) To assist in the examination, evaluation and comparison of Tenders, the SSNNL may ask the Bidder individually for clarification of their tender rates including breakup of rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted.

(3) A substantially evaluated responsive Bid is one which confirms to all the terms and conditions and specifications of the bid document without material deviation or reservation. The material deviation or reservations is one, (a) which affects in any substantial way the scope, quality or performance of the
contract, (b) which limits in any substantial way inconsistent with bid
documents, the employer's right or the bidder's obligations, to the contract or,
(c) whose rectification would affect unfairly the competitive position of other
bidders presenting substantially responsive bids.

(4) No price preference will be allowed to any Govt. or Semi Government or
Public Sector Enterprises.

(5) SSNNL, reserves the right to accept or reject any tender without assigning
any reason.

27.4 JOINT VENTURE CONSORTIUM (JV)

Joint venture consortium of maximum Two firms/ members / companies, as
partners shall be allowed for the works. All the Members of the JV shall be
jointly and severally responsible for this Contract. The Member of the JV
holding at least 60% stake shall be the Lead Partner. The JV shall comply
with the following requirements:

(a) In case of Bidder participating as a Joint Venture, on his selection for award of
contract, all the partners/members of the Joint Venture will have to sign the
Contract with the employer and will be jointly and severally liable for
performance of the contract. Award of Contract will be in the name of Joint
Venture consortium which will be considered as “Legal Entity” as far as this
Bid/ Contract is concerned.

(b) The Bid, and in case of a successful bid, the Form of Contract Agreement,
shall be signed with the name of Joint Venture which will be legally binding on
all the partners;

(c) Lead partner shall be declared as Prime Bidder authorized to be in charge;
and this authorization shall be evidenced by submitting a Power of Attorney
signed by legally authorized signatories of all the partners;

(d) The partner in charge shall be authorized to incur liabilities, receive payments
and receive instructions for and on behalf of any or all partners of the Joint
Venture and the entire execution of the Contract including defect liability
period;
(e) All partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,

(f) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non prescription, the JV agreement will be declared as invalid and the bid will be treated as non responsive.

(g) In case of Joint Venture Technical strengths and Financial strengths of each of the JV members individually shall not be less than Minimum Qualifying Criteria (worked out proportionate to their financial stakes in the JV). **Further, combined strengths of JV shall meet 1.5 times the physical and financial criteria.**

(h) For the purpose of evaluation, if any JV Member is a Member of a Group of Companies with a common name, he can aggregate the Financial strengths of all the companies of the Group (other than the partners in the present JV) in which it holds at least 60% or more of the total equity.

(i) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. The Lead Partner should also have at least 60% stake in the Joint Venture consortium. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the consortium shall be jointly and severally responsible for the performance of the contract.

28.0 **SUCCESSFUL BIDDER:**

A substantially evaluated responsive Tender is one, which confirms to all the terms, conditions and specifications of tender documents without material deviation or reservation. The material deviation or reservation is one,
(a) Which affects in any substantial way the scope, quality or performance of the works.

(b) Which limits in any substantial way inconsistent with tender documents, the Employer’s 'right' or the Bidder’s obligations to the contractor.

(c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tender.

29.0 RIGHT OF REJECTION OF TENDERS:-

29.1 Those Tenders which do not have Digital Signature attached shall be rejected.

29.2 Tender without Earnest Money Deposit, will be treated as non responsive and will be outrightly rejected.

29.3 Notwithstanding Para No. 30 & 31, the SSNNL reserves the rights to accept or reject any bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds of the SSNNL’s action.

29.4 In addition to the above, the Tender will also be liable to be rejected outrightly if, the Bidder or in the case of a firm, each partner or the person holding the Power of Attorney thereof does not digitally signed.

30.0 GENERAL RULES AND DIRECTIONS:-

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

(2) The measurements of work will be taken according to the usual method in use in the Narmada, Water Resources, Water Supply and Kalpsar Department and no proposal to adopt alternative methods will be accepted. The decision of the ‘Engineer-in-Charge as to what is the usual method in use in the Narmada, Water Resources, Water Supply and Kalpsar Department will be final.
(3) Under no circumstances shall any contractor be entitled to claim enhanced rate for any item covered in this Contract.

(4) The Contractor shall not be permitted to tender for the work in which his near relative is working in that Division or its sub-division as an Engineer of any category, Divisional Accountant, Store Keeper, Manager of Atithi / Vishram Gruha and in the Circle Office as a Superintending Engineer Controlling that division as on date when Tender is submitted.

(Note: By the term “near relative” it is meant wife, husband, parent, grand parent, Son/ daughter)

(5) The contractor shall compulsorily furnish his latest address(es) including the latest address of his partners and place(s) of filling his/their income tax returns along with the tender (in the annexure form appended hereinafter). Any changes, if occur, in such address, during the tenure of contract, the latest address(es) shall invariably and forthwith be intimated by the Contractor to the concerned Engineer-in-Charge.

(6) Receipt for payment made on account of the work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

(7) Every Blank (fields) in the Tender document (Forms, Schedule, etc.) must be filled up by the Tenderer and shall be submitted Online. Tender Forms which are not complete may be accepted Online but will not be considered. Use of dash (-) is not permitted. Please write “not applicable” or “nil” as and where required by Tenderer.

(8) Erasures and corrections:

(i) Persons tendering are informed that no erasures or alternations by them in the text of document downloaded form website will be allowed and such erasure and alterations will be disregarded. If there is any error in writing, tenderer can edit the same and correct it. Please refer to the Vendor Training Manual.

(ii) No correction, erasures and over writing will be allowed.
(9) Filling of Tender shall be through Online mode on the website www.ssnnl.nprocure.com.

(10) The contract will normally be made within **120 days** from last date of receipt of Tenders.

### 31.0 DECLARATION FORM: (FORM-H)

**Name of Bidder:** - __________________________________________ .

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

(ii) I/We hereby declare that I/We have read the Tender Documents published on website www.ssnnl.nprocure.com. and accordingly submitted Online price Bid for the work of Sardar Sarovar (Narmada) Project- Construction of Garudeshwar Weir across river Narmada near village Garudeshwar

(iii) I/We hereby declare that I/We have carefully studied the conditions of contract and specifications and other documents of this work and agree to execute the same accordingly.

(iii) I/We hereby declare that my/our near relatives are not working in this division or in its sub-divisions as an Engineer of any category, Divisional Accountant, Store Keeper, Manager of Atithi/ Vishram Gruha and in the Circle Office as a Superintending Engineer as on today.

### 32.0 REQUIREMENTS OF A BIDDER

32.1 The applicant in the same name and style shall be a well established Civil Engineering Contractor and shall have Registration in the required class for the work. The agencies whose contracts have been terminated on account of non-performance / poor performance in SSNNL work and debarred contractors will not be eligible for this Tender.

32.2 **COMPETENCY OF TENDER**

Contract will be awarded to responsive Bidders on the basis of prequalification criteria fixed in Clause 3.0 Section-II of Volume-ONE-A and evaluation of price-bid accordingly. Before the award of the contract, any Bidder may be required to show that he has the necessary facilities,
experience, ability and financial resources to perform the work in a satisfactory manner within the time stipulated. Contractor may be required to furnish to the Employer the statement as to their experience and financial status.

32.3 The Tenderers/Bidders are required to deploy the necessary machineries/equipments (by owning/ hiring/ leasing) for the execution of work as specified in Clause 4.0, Section-II of this Volume.

   If the Bidder will be considered for award of work, he shall have to produce enough evidence of having above mentioned machineries by owning or hiring or leasing at the time of giving Security Deposit (SD) i.e. before signing the contract document.

32.4 The Tenderer shall employ Project Manager, Engineers, Technicians and other key personnel and other Civil/Mechanical/Electrical Technical Staff as specified in Clause 3.3, Section-II of this Volume.