

Tender No- GMDC/GVT/01 of 2018-19

GMDC GRAMYA VIKAS TRUST

C/o. GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

**"Khanij Bhavan" Nr. University Ground, 132, ft. ring road, Vastrapur
Ahmedabad-380052**

PHONE NO.079-27912747,27913200,27911652

EMAIL:csr@gmdcltd.com

TENDER DOCUMENT

FOR

**Developing Activity Based Learning Centre for School at villages
located near GMDC's different Projects at Gujarat**

SIGNATURE & STAMP OF THE TENDERER

A. TENDER NOTICE

Tender No.: GMDC/GVT/01 of 2018-19

Tender Brief:

Online Tenders (E-tendering) for following work of **Developing Activity Based Learning Centre for School at villages located near GMDC's different Projects at Gujarat** are publicly invited by the GMDC GRAMYA VIKAS TRUST, AHMEDABAD from the eligible contractors on turnkey basis.

Tender Details

<u>GMDC GRAMYA VIKAS TRUST</u>		
<p>C/o. Gujarat Mineral Development Corporation Ltd. “Khanij Bhavan”, Gujarat university ground, 132 ft. Ring road, Vastrapur, Ahmedabad-52 TEL: +91-79-27913200, 27912747, 27911454 EMAIL: csr@gmdcltd.com WEBSITE :www.gmdcltd.com</p>		
Name of the Work	Earnest Money Deposit (Rs.)	1 Document Fee (Rs.) 2 Time of Completion of Work (Days)
Developing Activity Based Learning Centre for Primary School Site Address: Kutch Region Est. Tender Value: Rs. 2,32,08,000/-	1 Rs. 2,32,100/- Note: Payment should be made by DD Only, payable at <u>Ahmedabad</u> of any Nationalized/ Govt. approved bank time to time (Except Co operative bank) Payment should be made in favor of "GMDC Gramya Vikas Trust, Ahmedabad, Gujarat, India.	1 Rs. 3,600/- 2 120 days NOTE: Payment should be made by DD Only, payable at <u>Ahmedabad</u> of any Nationalized/ Govt. approved bank time to time (Except Co operative bank) Payment should be made in favor of "GMDC Gramya Vikas Trust, Ahmedabad, Gujarat, India.
Schedule for online e-tendering		
1.	Last date and time for Downloading of Tender Documents	14/2/2019 up to 18.00hrs.
2	Pre-bid Meeting	7/2/2019 at 11.30 hrs. in the office of <u>GMDC GRAMYA VIKAS TRUST</u> C/o. Gujarat Mineral Development Corporation, Ltd. “Khanij Bhavan”, Gujarat university ground, 132 ft. Ring road, Vastrapur, Ahmedabad-52

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		TEL: +91-79-27913200,27912747,27911454
3	Last date and time for On line submission of Tender.	14/2/2019 upto 18.00hrs.
4.	Hard Copy submission of all relevant documents [Original Document Fee, EMD and hard copies of Technical Bid with all the relevant documents as per the requirement of the Tender (excluding Commercial Bid)]	<p>On or before 15/2/2019 UP TO 18.00 HRS in the office of <u>GMDC GRAMYA VIKAS TRUST</u> C/o.Gujarat Mineral Development Corporatio,Ltd. “Khanij Bhavan”,Gujarat university ground,132 ft.Ring road,Vastrapur,Ahmedabad-52 TEL: +91-79-27913200,27912747,27911454</p>
5.	Verification of EMD and other documents. Document Fee and EMD shall be submitted (as per SECTION F) while submitting the Technical Bid	<p>15/2/2019 at 12.00 hrs. in the office of <u>GMDC GRAMYA VIKAS TRUST</u> C/o.Gujarat Mineral Development Corporatio,Ltd. “Khanij Bhavan”,Gujarat university ground,132 ft.Ring road,Vastrapur,Ahmedabad-52 TEL: +91-79-27913200,27912747,27911454</p>
6.	Date of opening of Technical Bid physical and PQ bid on line	16/2/2019 at 15.00 hrs.
7	Date of opening of Price Bid of technically qualified bidders	Will be informed to the technically qualified bidders in advance
8.	Tender Validity from opening of Price bid	180 Days
9	Work completion time	120 Days

General Manager (CSR)
GMDC Gramya Vikas trust,
Ahmedabad

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INSTRUCTIONS TO THE BIDDERS:

Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may contact Sr.Manager (Civil) at the head office of the GMDC at Ahmedabad

THE TENDER & THE OFFER:

It is a three-bid system. The bid is required to be submitted on line at

<https://www.nprocure.com> by the date and time prescribed in the tender notice as under:

Part – I Preliminary Bid

The DD details to be mentioned in on line where as tender fee and EMD to be submitted physically as per tender notice at GMDC Ahmedabad office.

Part - II Technical bid

Technical bid documents are to be submitted on line. However, the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidders etc. As well as tender fee and EMD in the desired form shall be placed in sealed cover super-scribed “TECHNICAL BID, Tender No. , and Name of work”, should be submitted separately at Corporate Office, Ahmedabad before stipulated time. During scrutiny of the Technical bid, if any shortfall details/ documents may be asked by mail or other means , then the same will have to be submitted within due date of time, otherwise tender will not be considered for further evaluation .

Part – III Price-bid

- To be submitted on line before the stipulated time.

Opening of bids

- a. e-tendering procedure is explained in detail in Chapter – II.
- b. Preliminary bids will be opened after verification of receipt of payment towards Tender document fee and EMD.
- c. On verification of the supporting documents, technical qualification, the successful bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email. However, all the bidders will be able view the price bids online.

Corrigendum:

Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site <http://gmdc.nprocure.com> only. The bidders are therefore advised to refer to this site from time to time to keep them updated.

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e- Tendering (Online Tendering) Instruction to Bidders

Further details of this tender are as under

1.0	Particulars: Tender No-: GMDC/GVT/01 of 2018-19 Developing Activity Based Learning Centre for School at villages located near GMDC's different Projects at Gujarat .
2.0	Down loading of Tender Documents
2.1	Bid document will be available on web site up to date shown above
2.2	Bidders wishes to participate in this tender will have get them self-registered on web site https://nprocure.com
3.0	Digital Certificate
3.1	Bidders who wish to participate in on line 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 the 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
3.2	All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted
	(n) Code Solution A division of GNFC 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 Tel: +91 26857316/17/18 Fax: =91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 , 98985889652
3.3	Bidders who already have a valid Digital certificate need not procure a new digital certificate.
4.0	On line Submission of Technical & Price Bid
4.1	Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
4.2	Bidders shall submit their offer, i.e. Technical bid as per clause 5.1 of this chapter and Price bid in Electronic format on above mentioned website & date shown above after Digitally signing the same.

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4.3	Offers submitted without digitally signed will not be accepted
4.4	Offers in physical form will not be accepted in any case
5.0	Submission of Tender Fees and other Documents .
5.1	Bidder shall have to submit D D for Tender fee, EMD and other documents as mentioned above in physical form so as to reach on date shown above, during office hours to Sr. Manager(Civil), Civil Department, GMDC Limited 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 in person only . . Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected.
5.2	Bidder has to submit the document as said in 5.1 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender, i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.
6.0	Opening of Tender
6.1	Opening of bid documents will be held on Date & time shown as per NIT , in the office of GMDC Ltd, Sr. Manager(Civil), Civil Department, at 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 .
6.2	After successful completion of Technical Evaluation, price bid of only those bidders would be opened online who are found to be substantially responsive
7.0	Contacting Officer
7.1	Further details / clarification , if any required, will be available from – Sr. Manager(Civil), GMDC Ltd, , Civil Department, at 'KhanijBhavan', 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 Ph no. 079- 2791 3200
7.2	In case bidder needs any clarification /assistance or if training required for participating in online tender , they can contact at following office
	(n) Code Solution-A division of GNFC-301, GNFC Infotower, Bodakdev,Ahmedabad- 380 054Tel: +91 26857316/17/18, Fax: =91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 , 98985889652
8.0	General Instructions:
8.1	The fees for on line tender document will not be refunded under any circumstances

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8.2	EMD in the form specified in tender document only shall be accepted.
8.3	Tenders without Tender document fees, earnest money deposit (EMD) and which do not fulfil all or any of the condition or submitted in complete in any respect will be rejected.
8.4	Bidders approved either by the Central/ State Govt. or Central / State Govt. undertaking is not exempted by this GMDC for paying EMD , SD etc.
8.5	Conditional tender shall not be accepted.
8.6	This tender notice shall form a part of tender document
8.7	Bidders are advised to read carefully the "Instruction for Bidders" and "eligibility criteria" contained in the tender documents
8.8	The Internet site address for E-Tender is www.nprocure.com
8.9	Free training camp for bidders will be organized on every Saturday between 1.0 to 5.00 p.m. at (n) code solution, A division of GNFC , 301, GNFC Infotower , Bodakdev, Ahmedabad – 380 054 . Bidders are requested to take the benefit of the same.
8.10	The GMDC reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof. .
8.11	Bidders is requested to quote rates as per the terms and conditions mentioned in the Tender Document . Tender submitted for part items will not be considered and will be rejected.
8.12	Bidders has to do this work strictly according to the drawings and specifications provided by GMDC and which together with general conditions, technical specifications, bills of quantities and contract agreement , will be called " Documents of Contract
8.13	The Contractor shall enter in to an agreement with the GMDC, on a stamp paper of Rs. 100/- which will be provided by the selected Bidders, in the form approved by the GMDC covering all terms and conditions .

B. SCOPE OF WORK / TENDER SPECIFICATIONS

GMDC GRAMYA VIKAS TRUST,AHMEDABAD has been planning to develop a concept of an Activity Based Learning Centre at Kutch region for Primary School Children. This Activity Based Learning Centre would have attractive interiors with smart tools and equipments. It would assist in facilitating children to play and learn with innovative brainstorming audio and visuals. The overall idea is to inculcate Scientific, Problem Solving, Creative, Critical & Logical Thinking and Innovative thoughts among children. It would be a fun platform for the children and a designated area in the school which would have science & brainstorming activity kits and sufficient storage in the room.

More details of the civil works, furniture and the list of equipments are enclosed herewith as a BOQ provided at the end of the Tender Document in PART-II i.e. Price Bid. There are certain items in the Bill of Quantity (BOQ) for which physical submission of a sample is required and these samples need to be submitted to the office of the GMDC GRAMYA VIKAS TRUST,AHMEDABAD along with the Technical Bid on or before the date of submission of the Technical Bid as mentioned in this Tender Document

List of Taluka for Developing Activity Based learning center near by GMDC Projects ,

1. Mandvi Taluka
2. Abadasa Taluka
3. Lakhpat Taluka
4. Nakhtrana Taluka
5. Mandvi Taluka (Surat District)
6. Bhavnagar
7. Jhagadia Taluka
8. Kawant Taluka
9. Halol Taluka (Vadodara District)

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C. TENDER QUALIFYING REQUIREMENT

1. Document Fee as per Tender Document
2. EMD as per Tender Document
3. Proof of Company Registration / Incorporation (Gumasthadhara / Memorandum / Partnership Deed)
4. GST Certificate
5. PAN Card
6. Udyog Adhar Number
7. Income Tax Returns with Computation of Income of three financial year i.e 2015-16,2016-17,2017-18
8. **Tenderer should have a average turnover of minimum Rs.2.5 Crs.of any one financial year of last 3 Financial Years. CA Certified Turnover Certificate of last 3 Financial Years should be submitted along with the Technical Bid**
9. **Bank Solvency Certificate from a Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank for 20% of the Estimated Tender Amount.**
10. Tenderer should have executed at least Rs. 75 lakhs of supplying activity based learning material which includes but not limited to science and maths kits to schools in India under State / Central Government or Departments or Government undertakings. Notarized Supply Order copies needs to be submitted along with the Technical Bid.
11. **Tenderer should have executed at least Minimum 5 numbers of Activity Based learning center (Same Nature) for schools in India under State / Central Government or Departments or Government Undertaking in last 3 financial year OR have executed single value of work not less than Rs. 1.0 crore of building like learning center, science center , Activity center including supply of models, toys educational kit etc. Notarized work order copy should be submitted along with the Technical Bid.**
12. Tenderer should have valid ISO 9001, ISO 14001, OHSAS 18001 , ISO /IEC 50: 2014 , BIFMA LEVEL 1 and BIFMA Certification. The certificate should be valid on the last date of submission of Technical Bid
13. Samples of the requisite items specifically mentioned in the BOQ should be physically submitted at the office of the GMDC GRAMYA VIKAS TRUST,AHMEDABAD on or before the last date of submission of the Technical Bid. Gujarati printed user Manual Booklet on how to use kit and its various components should provided along with standard kitset . If sample does not meet the desired specifications then the tender shall be rejected.
14. Training of kits to teachers shall be provided by a specialist trainer who is on pay roll of the tenderer and is also Atal Tinkering Lab Mentor and has been assigned ATL. Relevant copies of the e mail received from the concerned authority received in confirmation of appointment of Mentor shall be provided with the Technical bid. Additionally the trainer's name should be reflected in the list of Mentors published by Niti Ayog from time to time on its web site .

Note: Above 1 to 14 documents are compulsory submitted in physical submission, otherwise tenderer will not be qualified for price bid.

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D. GENERAL TERMS & CONDITIONS

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Document/Tender Fee, [2] E.M.D. Cover [3] Technical Supporting Documents Cover
2. **Document Fee and EMD COVER**
 - a. Payment should be made by DD Only, payable at Ahmedabad of any Nationalized or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank).
 - b. Payment should be made in favor of "GMDC Gramya Vikas Trust,Ahmedabad, Gujarat, India.
 - c. Payment made toward document fee will not be refunded.
 - d. Non-payment of the document fee will make the tenderer liable for disqualification.
 - e. Payment made towards EMD will be refunded if bid is not accepted.
 - f. Non-payment of the EMD will make the tenderer liable for disqualification.
 - g. Wrong/ Fraudulent data submission may lead to disqualification / debar. Please ensure that you furnish correct data.
3. **Technical Bid Submission**
 - a. The envelope should be marked as "Technical Supporting Documents". It should be noted that no physical submission of price bid should be done.
 - b. If the suppliers fail to submit the supporting documents offline within time limit, the bidder is entitled for immediate disqualification.
 - c. **The bids should be submitted on or before the time stipulated in Tender notice at the website <https://gmdc.nprocure.com>**
 - d. The technical supporting documents in physical form may be submitted at the following address:

GMDC GRAMYA VIKAS TRUST

C/o.Gujarat Mineral Development Corporatio,Ltd.

“Khanij Bhavan”,Gujarat university ground,

132 ft.Ring road,Vastrapur,Ahmedabad-52

TEL: +91-79-27913200,27912747,27911454

EMAIL: csr@gmdcltd.com

WEBSITE :www.gmdcltd.com

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whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.

6. The tenderer should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.

E. TECHNICAL & COMMERCIAL OFFER IN PART I & II

7. No modification should be done by the tenderer in the name of item, and in the specifications / grade / quality / packing of the item given in the enquiry document. The rates to be quoted in prescribed format of Commercial Bid Part-II. Nothing else should be written or filled in either Part I or II.
8. The rates quoted in Part-II should be F.O.R. delivery with installation per unit basis mentioned in the enquiry document and should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for operating the equipment, it must be mentioned clearly in Part-I and its rates must be included in the rates for the equipment in Part-II. If no mention of such essential accessories is made in Part-I or if its rates are not shown in Part-II, it will be presumed that the cost of essential accessories is included in Part-II and no separate payment for the same will be made thereafter under any circumstances. If any accessory is deemed as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the quotation. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered.
9. The rates shown in Part-II (Price Bid) shall be presumed, in all cases, as the net price inclusive of all duties and sundries as well as GST. No payment against any duty / delivery charges/GST etc. will be considered under any separate heading under any circumstances.
10. **IN NO CASE, RATES SHOULD BE QUOTED IN ANYWHERE EXCEPT ONLINE IN PART-II - PRICE BID.**
11. (i) The detailed required specifications of the equipment to be purchased are shown in BOQ i.e PART-II – PRICE BID. The tenderer should either confirm whether the items offered are conforming to these specifications clearly. Offers with minor deviation in non-critical specification shall be considered subject to overall acceptability of products in terms of its utility.
(ii) The Tenderer should have to arrange demonstration of equipment offered as and when desired at their expense failing which tender shall liable to be ignored. In case where samples are required to be submitted, it should be kept ready and submitted as and when demanded in duly sealed pack superscripted with details of tender

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enquiry No, Due Date, Name and Address of tenderer, Make/Model etc. failing which offer shall liable to be rejected.

(iii) No conditional offer/ quotation will be accepted. Quotations with errors will be, rejected. No variation in the terms and conditions of the tender, including major deviation from standards / specifications / terms of supply will be accepted.

12. The quoted rates will be valid for 6 months from the date of opening of price bid . Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
13. The legible and certified copies as indicated in Section-C of this Tender Document MUST be submitted physically. ALL PHOTO COPIES MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / SELF ATTESTED WITH COMPANY STAMP & AUTHORIZED SIGNATURE.
14. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. FAILURE TO ENTER INTO CONTRACT IF SELECTED OR TO EXECUTE THE PURCHASE ORDERS AFTER ENTERING INTO CONTRACT FOR WANT OF PERMISSION / LICENSE OR DUE TO NON-SUPPLY OF CERTIFICATES / DOCUMENTS WILL BE VIEWED SERIOUSLY AND WILL INVITE FORFEITURE OF E.M.D. / RISK PURCHASE / DISQUALIFICATION FOR APPROPRIATE PERIOD WITHOUT ANY FURTHER REFERENCE.
15. THE TENDERER HAS TO SUBMIT ALL THE REQUIRED DETAILS / DOCUMENTS AND SAMPLE ETC. WITH THE TENDER. NO COMPLIANCE WILL BE ACCEPTED AND CONSIDERED AFTER DUE DATE I.E. OPENING OF TECHNICAL BID.
16. The tenders will be opened online on the date, time specified in tender notice.
17. (a) In the first instance, only "technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "price bid" will be opened online only of those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable. The date of opening of price bid will be intimated to the qualified bidder.
(b) Back out from tender at any interim level during tender processing: Once the tenders are submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
18. The technical scrutiny of the items will be carried out by a committee of experts nominated by the GMDC GRAMYA VIKAS TRUST,AHMEDABAD which may also include demonstration / sample testing and the report of the scrutiny committee shall be final and binding upon the tenderer. In case there is a discrepancy in the claim made by the tenderer and the specifications shown in the product literature / circuit diagram / photograph, reliance will be placed on the specifications shown in the product literature / circuit diagram photograph, ignoring the claim of the tenderer. Any change or alteration in the product literature / circuit diagram/ photograph must be authenticated by the manufacturer and an affidavit from the manufacturer for supplying the item as altered or changed should also be submitted failing which such changes / alterations will be ignored.

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F. EARNEST MONEY DEPOSIT (E.M.D.)

19. All tenders must be accompanied by Earnest Money Deposit as specified in the schedule otherwise tender will be ignored.
20. (a) The E.M.D. is payable by all tenderers.
 - a. EMD should be paid in form of Demand Draft in favour of GMDC GRAMYA VIKAS TRUST, AHMEDABAD drawn on any nationalized / from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank).
The Demand Draft should be issued by bank only, after date of advertisement of tender enquiry.
21. E.M.D. in any other forms will not be accepted.
22. The E.M.D. / Security Deposit/Retention Money shall be liable to be forfeited in the following circumstance when the:
 - a. tender is rejected due to failure to supply the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
 - b. party fails to sign the agreement for entering into contract in case the offer is accepted due to any reason whatsoever;
 - c. party fails to supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the delivery period so stipulated.
 - d. party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / spoiled before the date of expiry or to refund the cost of such goods.

SECURITY DEPOSIT AND RETENTION MONEY

Successful bidder has to pay full amount of Security Deposit @ 5% of the contract value including EMD by D.D/Bank Guarantee in Favour of GMDC GRAMYA VIKAS TRUST payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. Of Gujarat from time to time (except Co Operative Bank) in form and manner acceptable to GMDC GRAMYA VIKAS TRUST, within 15 days of issue of LOI/W.O.

Retention Money deposit will be deducted from RA bill @5% of value of the Contract amount, which will be released after one month of completion of work.

Security deposit will be refunded within one month after satisfactory completion of defect liability period of 12 months.

EMD, Security Deposit and Retention money will not bear any Interest.

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G. ACCEPTANCE OF TENDER

23. The tender is liable for rejection due to any of the reasons mentioned below:
- a. Non-Submission of tender within stipulated time.
 - b. Submission of tender without Price Bid.
 - c. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
 - d. Submission of tender documents in unsealed envelopes.
 - e. Tender not submitted in separate envelopes as per conditions and the envelopes are not superscripted with details of the tender enquiry and part enclosed.
 - f. Non-payment of Earnest Money Deposit
 - g. Non-submission of required documents as shown in para 13 of this Tender Document.
 - h. Conditional and / or vague offers
 - i. Unsatisfactory past performance of the tenderer.
 - j. Rates have been shown elsewhere than Part-II.
 - k. Items with major changes / deviations in the specifications / standard / grade / packing / quality are offered.
 - l. Offering a cheaper accessory not approved / recommended by the manufacturer.
 - m. Offering an accessory as optional even though it is required to operate the instrument
 - n. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 - o. Tenders not filled up properly.
 - p. Non-submission of Rates in prescribed format (in Price Bid).
24. Any conditional discount given by the bidder such as discount applicable on total order value, minimum order value on certain group of items etc. will not be considered for evaluation purpose.
25. Discount offered after commercial bid opening shall also be not considered for evaluation. However in a case tenderer happens to be selected bidder (without considering discount) such discount shall be considered while placing the order.
26. The consolidated rates will be taken in to account for preparing price statement. However, the tender which found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order but, order will be placed at quoted or mutually agreed price.
27. GMDC GRAMYA VIKAS TRUST, AHMEDABAD may seek any clarification / explanation / documentary evidence related to offer at any stage from tenderers if required.
28. GMDC GRAMYA VIKAS TRUST, AHMEDABAD reserves the right to consider or reject any or all tenders or close the tender enquiry without assigning any reason at any time at any stage.
29. GMDC GRAMYA VIKAS TRUST, AHMEDABAD does not pledge to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if GMDC GRAMYA VIKAS TRUST, AHMEDABAD is satisfied about the production, sale, quoted price technical details, utility of products and past performances of tenderer.

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30. Successful bidders have to pay security deposit as specified by the organization in the agreement letter in the form of Bank Guarantee/Demand Draft in the name of GMDC GRAMYA VIKAS TRUST,AHMEDABAD drawn on any Nationalized / or Bank approved by GOG time to time (except Co- Operative Bank) for the performance of the contract and same to be extended by contractor as and when desired by organization. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the bidder for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by GMDC GRAMYA VIKAS TRUST,AHMEDABAD in relation to the tender under process.
- The security deposits submitted by bidder for the earlier contracts and which are locked for those contracts only hence fresh security deposit must be submitted for this contract.
- The security deposit shall be refunded only after satisfactory completion of defect liability period of the contract and recovery of dues if any.
31. Successful bidder have to enter into agreement for due performance of the contract.
32. The Successful bidder should supply the, equipments / items in fresh and sound condition meeting with the specification and packing approved by the GMDC GRAMYA VIKAS TRUST,AHMEDABAD. Refurbished or second-hand equipment will not be allowed under any circumstances. If such case is noticed, then theGMDC Gramya Vikas trust,Ahemdabad will be rejected out rightly and penal action will be taken against the Successful bidder .

H. TERMS OF SUPPLY

33. The packing and the labels of all the items to be supplied under the order shall be marked with the words 'FOR THE USE OF GMDC GRAMYA VIKAS TRUST,AHMEDABAD – NOT FOR SALE'.
34. The Successful bidder should have to supply the material in the Original Company's packing which shall indicate packing details and other particulars as required under the statutory provisions.
35. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the A.T. holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the stores as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the Successful bidder of any loss or damages to the stores that might / should have occurred during the transit.
36. **Inspection:** Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the Successful bidder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of

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inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party as prescribed in the letter of agreement and as determined by the Purchase Committee of the GMDC GRAMYA VIKAS TRUST, AHMEDABAD from time to time.

37. Liquidity Damages :

If the tenderer fails to supply the goods specified in the accepted tender. and/ or installation within the stipulated period, an amount equivalent to 0.5% (subject to maximum of 10%) of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the GMDC GRAMYA VIKAS TRUST, AHMEDABAD. Such recovery of the liquidated damages will not stop the GMDC GRAMYA VIKAS TRUST, AHMEDABAD. from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase

If required, Liquidated damages may be recovered from Bank guarantee/performance security/ Bill amount..

38. Bidders are requested to quote their GST number and date in the Bid. Bid received from unregistered bidders will not be considered.

Bidders are requested to quote their rates including GST.

Bidders, who are opting for composite scheme under GST , are required to quote their rates inclusive of GST .

Financial Evaluation:

No statutory variation shall be admitted , if current taxes become payable because of exceeding the prescribed limit for turnover of the contractor after the date of offer.

If any variation take place after contractual date of completion , the same shall not be allowed , even if delayed are accepted by Contractor.

Note: Above clause will hold good and govern the contract In case , if similar condition/clause elsewhere in tender document complied conflict with the clause , the clause mentioned in this para will prevail and govern the contract

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39. **Payment Terms:** 100% of the bill amount shall be paid to the Successful bidder within 30 days after raising of invoice and submission of the Completion Certificate from the Competent Authority/Concern GM (P) of GMDC project after deducting after deducting of Security deposit, retention money, Income tax and other Government dues, if any.
40. No interest will be chargeable by the Successful bidder, if the payment is delayed.
41. The payment of the bill shall be made after deducting of Security deposit, retention money, Income tax and other Government dues, if any.
42. The payment of the bills shall be withheld in the following circumstances:
- a. The goods are found sub-standard or in non-acceptable condition.
 - b. Breach of condition of any contract by the Successful bidder.
 - c. Previous Government dues of Successful bidder.
43. The price escalation clause will not be allowed under any circumstances except statutory taxes / duties imposed / withdrawn / Increased / decreased on quoted items by the State or Central Govt. during the period between opening of technical bid and stipulated date of delivery. The statutory price variation will not be allowed in the cases where:
- a. Stores offered on ex-stock basis.
 - b. Store to be purchased on emergency basis.
 - c. Statutory variation not communicated in time its announcement by the contractor
 - d. Price break up and prevailing rate as well as amount of taxes / duties not clearly mentioned in Commercial Bid.
 - e. Duties / Taxes imposed / increased by the Govt. after stipulated delivery period shown in the contract.
44. **Termination of the Contract :**

If the contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of GMDC GVT. GMDC GVT shall be entitled to forfeit the security deposit paid by the contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contractor in such even, the GMDC GVT shall have right to complete and/or to get the work completed at the cost & risk of the contractor shall be responsible to pay such cost incurred by the GMDC GVT to complete the work and/or to get the work completed.

Likewise, if Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to satisfaction of GMDC GVT. GMDC GVT has the right to terminate the contract at its sole discretion, without assigning any reason .Under such events, the GMDC GVT shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC GVT shall have right to complete the work and/or to get work completed at the risk and cost of the Contractor.

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For any reason, If it is required, the GMDC GVT reserve the right to cancel, terminate, amendment/or alter the contract and/or bifurcate and/or reduce the contract work any time without giving any notice to the contractor and without incurring any responsibility. For such cases ,Contractor shall have to take away his labour, tools,tackles, machinery, equipment etc. and shall leave the site at once without any extra cost to GMDC GVT or shall have to carry out the instruction of the GMDC GVT time to time.

45. Tenderer are required to impart training to operate equipment at the place of installation within seven days of its installation.
46. The accepted tender can also be terminated by the GMDC GRAMYA VIKAS TRUST,AHEMEDABAD.in the following circumstances:
 - a. If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
 - b. If the quality of the item to be supplied is found not upto the standard and multiple samples are found to be not of standard quality.
 - c. If supply position of the firm is not satisfactory
47. For any clarification on any of the above conditions, bidders may contact to GMDC GRAMYA VIKAS TRUST,AHMEDABAD, during 3 – 4 p.m. on any working day.
48. Matter relating to any dispute or difference arising out of this agreement and subsequent contract based on the agreement shall be subject to the exclusive jurisdiction of courts at Ahemdabad only.
49. “The parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liability of the Parties to this Agreement (a “Dispute”) through good faith negotiations.”

“All questions disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provision of Arbitration and Conciliation Act 1996 and subsequent amendment there to. The venue of arbitration proceeding shall be at Ahmedabad. The Language of the Arbitration shall be in English”

General Manager (CSR)
GMDC Gramya Vikas trust,
Ahmedabad

[PART-I]

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**TECHNICAL BID
VERIFICATION, UNDERTAKING, CHECK LIST & DOCUMENTS**

From

M/s. _____

To,

GENERAL MANAGER (CSR)
GMDC GRAMYA VIKAS TRUST,
AHMEDABAD

Sub: Supply of Instruments / Equipments / Miscellaneous Items and Carrying out the Works as per the Tender Document etc.

Ref: Tender No._GMDC/GVT/01/2018-19

Sir / Madam,

I/We enclose the priced tender form duly signed. Necessary documents as shown in **Annexure "A"** are enclosed herewith (in order in which they are mentioned). The rates quoted against each item are inclusive of taxes and other charges. I/We have carefully read and understood the terms and the conditions stated in the tenders form and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery, etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same. I/We further undertake to supply the goods to the consignees as per the terms of the A.T.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificates / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any state or Central Government or Constitutional authority or Financial institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the GMDC GRAMYA VIKAS TRUST, AHMEDABAD

Thanking you,
Yours faithfully

Date: _____

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[PART-I]
ANNEXURE-“A”: SCHEDULE OF DOCUMENTS ATTACHED TO
TENDER NO. _____

Sr. No.	Document / Certificate	Attached	Yours Page No.
1	Document Fee – Original	YES / NO	
2	EMD – Original	YES / NO	
3	Copy of Proof Company Registration / Incorporation	YES / NO	
4	Copy of valid GST Certificate	YES / NO	
5	Copy of valid PAN Card	YES / NO	
6	Copy of Last 3 Financial Years Income Tax Returns with Computation of Income	YES / NO	
7	CA Certified Turnover Certificate(Last 3 Years) – Original	YES / NO	
8	Bank Solvency Certificate from a Nationalized Bank or Bank approved by GOG time to time (except co- operative bank) for 20% of the Estimated Tender Amount – Original	YES / NO	
9	Copy/ies of Supply Order of atleast Rs. 75 lakhs as per Section-C	YES / NO	
10	Copy of ISO 9001, ISO 14001, OHSAS 18001 & BIFMA level and BIFMA Certificate	YES / NO	
11	Submission of Samples as per the enclosed BOQ	YES / NO	
12	Experience certificate as detailed mentioned in Part-C	YES / NO	

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates are as per the format prescribed by the GMDC GRAMYA VIKAS TRUST,AHMEDABAD

GMDC GRAMYA VIKAS TRUST,AHMEDABAD and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of GMDC GRAMYA VIKAS TRUST,AHMEDABAD

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

Date:
Place:

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**[PART-I]
ANNEXURE “B”**

Bidding Schedules

Document Fee		
Furnish the Payment Details of Tender Documents		
Sr. No.	Description	Supplier Response
1	Amount (Rs.)	
2	Bank Name	
3	DD No.	
4	Branch Name	
<ul style="list-style-type: none"> • Payment should be made by Demand Draft (DD). DD should be payable at _AHMEDABAD at any Nationalized bank or Bank approved by GOG time to time (Except Co operative bank) • Payment made toward document fee will not be refunded. Payment should be made in favor of “GMDC GRAMYA VIKAS TRUST,AHMEDABAD “ • Non-payment of the document fee will be make the supplier liable for disqualifications • Wrong/ Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data 		

EMD		
Furnish the Payment Details of Tender Documents		
Sr. No.	Description	Supplier Response
1	Amount (Rs.)	
2	Bank Name	
3	DD No.	
4	Branch Name	
<ul style="list-style-type: none"> • Payment should be made by Demand Draft (DD). DD should be payable at _AHMEDABAD at any Nationalized bank/ or Bank approved by GOG time to time (except Co Operative bank) . Payment should be made in favor of “GMDC GRAMYA VIKAS TRUST,AHMEDABAD” • Payment made towards EMD will not be refunded unless bid is accepted. • Non Payment of the EMD or insufficient amount of EMD will be make the supplier liable for disqualifications. 		

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- Wrong/Fraudulent date submission may lead to disqualification, please ensure that you furnish correct data.

**[PART-I]
DECLARATION OF OWNERSHIP**

1. I/We certify that the tenderer 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 tenderer is as under:

Name: _____ Designation: _____

Address: _____

Email: _____ Telephone: (O) _____ (R) _____

Mobile: _____

Date: _____

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**[PART-II]
PRICE BID**

Price Bid Details are provided as an Annexure in 3 separate sections

- A. Civil & Furniture of Activity Class Area - ~400 sq. feet**
- B. Toy & Game Based Activity**
- C. Activity Room Models (Standard 1-8)**

Note:

1. *Price must be quoted in given format only*
2. **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 Annexure of Commercial Bid.*
3. *All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Commercial Bid shall be ignored or in such a case offer is liable to be rejected.*

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