

TENDER CONTRACT & SPECIFICATION

**CONSTRUCTION OF 10 AMUL PARLOURS OF SIZE 15 FEET BY 15 FEET EACH
(APPROX) SPREAD ACROSS VARIOUS GARDENS OF AHMEDABAD MUNICIPAL
CORPORATION (AMC), AHMEDABAD**

CONTRACTOR DETAILS

NAME : _____

PLACE : _____

EMAIL : _____

PHONE NO : _____

PAN : _____

GSTN : _____

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TENDER NOTICE

Gujarat Cooperative Milk Marketing Federation Ltd. (GCMMF), Anand
Invites contractors to send their quotes as per the following :

NAME OF THE PROJECT	CONSTRUCTION OF 10 AMUL PARLOURS OF SIZE 15 FEET BY 15 FEET EACH (APPROX) SPREAD ACROSS VARIOUS GARDENS OF AHMEDABAD MUNICIPAL CORPORATION (AMC), AHMEDABAD
ESTIMATED COST	Rs. 7 lac. for each parlours. A bundle of 3 parlours will be offered initially to each contractor. GCMMF reserves the right to place part order also.
TIME LIMIT	One and a half month for each parlour from seventh day of placement of PO.
EARNEST MONEY	Rs. 0.25 lakh free of interest to be paid by Crossed Demand Draft from any Nationalized Bank in favour of GCMMF Ltd. Payable at Ahmedabad.
TENDER FEES	Nil
TENDER PAPERS	The tender copy can be purchased from Retail Cell, Amul Fed Dairy., Village Bhat, Gandhinagar between 16th November 2017 and 25th November 2017 , between 10 am and 5 pm.
SUBMISSION	The Tender papers duly filled in readable handwriting / print along with the Earnest money DD or at par cheque shall be enclosed in sealed envelope and submitted to: Retail Cell, Amul Fed Dairy., Village Bhat, Gandhinagar, Near Indira Bridge. Phone: 07923969055 Extn. 256 latest by 27th November up to 5.00 pm.
QUALIFICATION CRITERIA	The tenderer should have experience of handling project worth Rs. 10 lakhs having sound technical staff, knowledge, financial capability and skilled team. Emphasis shall be given to quality & services rendered to the client.

Bidders are requested to visit sites at Ahmedabad to have a clear understanding of the works, before submitting quotations. Arrangement of water and electricity for construction works shall be in the scope of the contractors. GCMMF reserves the right to accept or reject any or all bids, either in part or full, without assigning any reason whatsoever.

Sd./-
GCMMF Ltd.

MEMORANDUM

Dear Sir,

Having examined the Drawings, Specifications and Schedule of Quantities, having visited and examined the sites of the works specified in the said memorandum and having acquired the requisite information relating to this tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of Quantities in accordance with the Designs, Drawings, Specifications, General Instructions, Conditions of the tender and Contract, Articles of Agreement, Special Conditions and all other aspects in accordance with such conditions so far as they may be applicable.

a. Description of works

CONSTRUCTION OF 10 AMUL PARLOURS OF SIZE 15 FEET BY 15 FEET EACH (APPROX) SPREAD ACROSS VARIOUS GARDENS OF AHMEDABAD MUNICIPAL CORPORATION (AMC), AHMEDABAD

The construction works will be in public gardens. Contractors will have to be careful about public convenience, local laws etc. Security of construction materials will be in the scope of the contractors. There will be no labour hutment at the construction sites of AMC gardens. In the beginning PO for 3 sites will be placed. PO for balance sites shall be placed thereafter, depending upon the quality of workmanship, performance, speed of work etc.

b. Earnest Money

Rs. 0.25 lakh

c. Completion Period

One and a half month for each parlour from seventh day of placement of PO.

d. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provision of the said conditions of contract annexed hereto so far as they may be applicable or in default, thereof forfeit and pay to the Employer the amount mentioned in the said conditions.

e. I/We have deposited a sum of Rs. _____ hereby as earnest money with the **GCMMF Ltd.** Office bearing zero interest with DD no. _____, drawn on _____. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the employer.

Thanking You

Yours faithfully,

Name of the Firm : _____

Address : _____

Phone No : _____

Authorized Signatory:

Stamp:

GENERAL INSTRUCTIONS & SPECIAL CONDITIONS

1.
 - a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid.
 - b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will result in rejection of the tender. No advice of any change in rate or conditions after the opening of the tender will be entertained.
 - c) Each of the tender documents should be signed by the persons submitting the tender in token of his/their having acquired himself/ themselves with the General conditions of Contract, specifications, Special conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected.
 - d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
2. The employer/Architects does not bind themselves to accept the lowest or any tender and reserves to the right to accept any tenders or reject any or all tenders in whole or in part, without assigning any reasons for doing so.
3.
 - a) Intending tenderer shall pay as earnest money worth 0.25 Lacs by a D.D. from a Nationalized/Scheduled Bank. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.
 - b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cheque.
4. The earnest money deposits paid by the successful tenderer while submitting his tender shall be held by the Employer/Architects as a part of security for the execution and the fulfilment of the Contract. No interest shall be paid on the said deposit.
5. On receipt of intimation from the Employer / Architects of the acceptance of his/their tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of conditions.
7. The Contractor shall not assign the subcontract. He shall not sublet any portion of the contract except, with the written condition the employer may cause the Architects to serve a notice in writing on the contractor rescinding the contract where upon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.
8. The contractor shall carry out all the work strictly in accordance with drawings, details and instruction of the Architects and the structural consultants. If in the opinion of the Architects or the structural consultants, changes have to be made in the designs and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charges. The Architect's decision in such case shall be final and shall not be open to arbitration.
9. A schedule of probable quantities in respect of each work and specifications accompany these special conditions. The schedule of probable quantities is liable to alternation by omissions, deduction or addition at the discretion of the Architects. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate values of the entire tender.
10. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

11. The contractor should note that unless otherwise stated, the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each ever item should be correct, workable and self-supporting. The quantities in the scheduled of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
12. Tenders will be considered only from recognized bonafide contractors in the trade concerned. Each tenderer shall submit with his tender a list of large works of alike nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractors in the time within which the works were completed.
13. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, Electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including baling, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings, and all other erections mattress of things, and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, shrugging, shorting etc ., as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Employer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderer must exclude in their rates, GST, excise duty, octroi and any other tax and duty of other levy levied by the Central Government or any State Government of local authority, if applicable.
14. Special attention of the tenderer is drawn to the alternatives items in Schedule of probable quantities, the rates and amounts for these alternative items shall be duly filled in and the tenderer is informed that his tender will not be considered unless the alternative rates are given for those items. The employer reserves to himself the right to adopt any of the alternatives, either in scrutinizing and deciding upon the tender later when the works are being executed.
15. Time allowed for carrying out the work mentioned in the memorandum shall be strictly observed by the contractor and it shall be reckoned as per the written order to commence the work is issued. The work shall throughout tile stipulated period of the contract preceded with all the due diligence and if the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause of the condition of contract. The tender shall before commencing work prepare a detail work programme which shall be approved by the Architects and employer.
16. The contractor shall not be entitled to any compensation for loss suffered by him on account of delays in commencing of executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completions of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for execution purpose or for any other reason whatever and the employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
17. The successful tenderer is bound to carry out any items of the completion of the job even though such items are not included in the quantities and rates. The Architects will issue schedule of instruction in respect of such addition items and their quantities in writing with the prior consent in writing of the employer.

18. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects.
19. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specification made by the Architects and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
20. TDS shall be deducted at prevailing rate of Income tax from the contractor's bill.
21. The Successful tenderer should make his arrangements to obtain all materials required for the work including cement and steel.
22. The rates quoted by the contractor shall include expenditure for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water, including obtaining Municipal connection for his labor as well as for construction purpose, and all charges for water for construction purposes or to bring water from outside by tankers, the employer shall not be liable to pay any charges in connection therewith. In case water is to be supplied by the owner, it will be supplied at one point near the work site. The contractor has to make his own arrangement for distribution/extension of lines required facilitating the work.
23. The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the contractor shall have to make his own arrangement to obtain power connection and maintain at his own expense, an efficient service of electric light and power and shall pay for the electricity consumed. The employer, as well as the Architects, shall give all possible assistance to the Contractor to obtain the requisite permission for the various Authorities, but the responsibility for obtaining the same shall be that of the contractor. In case the owner supplies power at a point, the contractor will have to put an energy meter and lay distribution lines at his own cost. Electrical consumption charges will be borne by the contractor as per meter reading.
24. If no such facility is available at the site of work and if available and found inadequate, it shall be the responsibility of the contractor to make his own arrangement for obtaining water and power at his cost.
25. All Municipal/ Panchayat fees for drainage and water connection for construction purpose shall be borne by the contractor and fees, if any, payable for permanent connections shall be initially paid by the contractor and the employer will reimburse the amount on production of receipts.
26. Electric supply connection fees for the permanent supply will be paid by the employer to the electric supply authority.
27. The contractor shall strictly comply with the provision of safety code annexed hereto.
28. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
29. The contractors will be paid no advance for the cost of non-perishable building material brought to the site for consumption in works. Either the assessment of the cost of building materials shall be derived from the actual or from the tendered rate and the lesser of the two shall be considered for payment. The contractor shall give an undertaking for this payment in the Performa to be approved by employer if called upon to do so.
30. Wherever the basic rate is mentioned for the material to be used in the work, contractor should inform the Employer before purchasing the materials at what rate he intends to purchase the

materials and the employer reserves the right to purchase and issue the same material to the contractor.

31. DEVIATIONS TO CRITICAL STIPULATIONS:

Deviations to critical stipulations of Tender document as mention below are not acceptable. Bidders taking deviation to the following Tender stipulations shall not be considered for price opening.

- a) Time schedule for completion of work as mentioned in Bid Document.
- b) Scope of work -As mentioned in Bid Document.
- c) Defect Liability period as mention in the tender.
- d) Schedule of Rates

32. DETERMINATION OF RESPONSIVENESS:

- a) Prior to the financial evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents.
- b) For the purpose of this clause, a substantially responsive tender is one, which confirms to all the terms and conditions and specifications of the Tender Document without material deviation or reservation.
- c) A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the work which limits in any substantial way, in consistent with the Tender Document, the Employer's right of contractor's obligation under the contract and retention of which unfairly the competitive position or tenderers presentation substantially responsive tenders.
- d) If a tender is not substantially responsive to the requirements of the Tender Documents the owner may reject it.

33. Bidder must submit the offer in line with Bid stipulations without talking any deviation. However, in case, it becomes unavoidable and the Bidders seek some clarification queries with respect to technical/commercial part as mentioned in the SCC. Bidder shall, however, note that no revision in quoted price shall be allowed; should the deviation stipulated by him are not accepted by the owner and are required to be withdrawn by the Bidder in favors of stipulation of the Tender Documents.

34. UNSOLICITED POST TENDER MODIFICATIONS:

Tenderers are advised to quote strictly as per terms and conditions of the Bid document and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make technical/commercial clarifications sought on any deviations or exceptions mentioned in the bid. Any proposed price change is likely to render the bid liable for rejection.

35. Bidders must ensure that complete offer along with all details as sought are submitted as per Instruction to bidders.

36. EVALUATION OF PRICE BID:

The 'Price Bid' of only those Bidders shall be considered for price opening who are meeting the experience/ financial Criteria as mentioned in Notice Inviting Tender and the offers are technically /Commercially acceptable and are responsive to the requirement of Tender Document.

37. This tender is divided into three parts –

- a) Tender Conditions
- b) Material and Job Specifications
- c) Abstract/Price Bid

38. Tenderer must quote rates for all items including items where quantity is not mentioned for qualification (J-civil works).

39. All the running bills of the project must be prepared in exact order/sequence of the price bid with the same reference code and number as well as geometrical sketch if necessary for easy and speedy checking of the bill. Bills except this style will not be accepted.
40. The entire project at PROJECT LOCATION by CLIENT NAME may or may not be offered to one or multiple contractor. As and when new developments will be approved, the project will be offered accordingly at the present quoted rates, which shall remain binding to the tenderer.
41. Rate for Extra Items shall generally be derived from the rates already available in the schedule. Where it is not possible, the rates shall be mutually agreed upon and the contractor shall furnish a detailed analysis of the rate claimed by him.
42. Any misprinting or confusion in tender must be brought of the Architects notice before quoting the rates.
43. Quantities of item like tree cutting, Dismantling, Area grading and leveling etc. are unknown hence rates shall be paid as agreed upon.
44. If any extra items are found, that items rate analysis must be approved before execution of that job in advance.
45. The tender quantity, rates and cost may vary on either side by 10% to 15% depending upon the site conditions and prevailing market rates by the time the said project is completed
46. It shall be deemed that by submitting the proposal, the applicant has acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this tender documents furnished on behalf of the client.

Signature/Stamp of Contractor

APPENDIX – A

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|---|--|
| 1. Defect Liability Period | 6 months from the date of completion of project |
| 2. Period of Final Measurement | Seven days |
| 3. Date of Commencement | 7 th day from the date of work order |
| 4. Date of Completion | One and a half month for each parlour |
| 5. Liquidated damages | At the rate of Rs.500/- per day
(Maximum up to 5% of total cost of work) |
| 6. Value of works for interim certification | Rs. Three Lacs and above |
| 7. Period for honouring certificates | 7 days maximum |
| 8. Payment terms | Only against work done as approved by GCMMF, Running Account bills inclusive of all taxes, transport and duties, etc. TDS shall be deducted as per govt. rules. 5% of the bill amount will be retained from each bill towards defect liability and the retained amount would be released after the defect liability period subject to fulfilment of satisfactory completion of works. |

Signature/Stamp of Contractor

QUALIFICATION CRITERIA:

1. Bidders are required to submit their full bio-data giving details about their organisation, technical experience, competence and suitable evidence of their financial standing.
2. In deciding upon the selection of contractors for the work, great emphasis will be put on ability and competence of contractors to do good quality works within specified time schedule and in close coordination with other agencies over and above the rate structure of the items.
3. Decision of consultants, if any, for GGCMF Ltd regarding selection of contractors will be final and binding. GGCMF Ltd is not bound to assign any reasons thereof.
4. Information published in the proforma will be kept confidential.
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein that part of the proforma and serial number.
6. The bidder shall have minimum experience as mentioned in notice inviting tender. In order to establish that the bidder are meeting the minimum experience criteria s specified in notice inviting tender, it is necessary that the bidder must furnish the relevant information in separate sheets.
7. The bidder shall be financially sound and shall have adequate spare capacity to execute the work. The bidder shall furnish documents as support of his financial capability for execution of the work under this contract.

Signature/Stamp of Contractor

DECLARATION FORM

1. I/we have read the instructions appended with the tender book and I/we understand that if false information is detected at a later date, any future contract made between us and the GCMMF Ltd may be treated invalid.
2. I/we agree that the decision of the GCMMF Ltd in selection of contractors will be final and binding upon me/us.
3. All the information and furnished by me/us are correct to the best of my/our knowledge.
4. I/we agree that we have no objection if inquiries are made about works related to projects mentioned by us in any manner.
5. I/we accept the condition that the entire works/project may or may not be offered to me/us.
6. I/we have visited and inspected site to have a clear understanding of the works and we have understood it clearly.

Signature/Stamp of Contractor

SAFETY CODE

1. There shall be maintained in a readily accessible first aid appliances including adequate supply of sterilised dressing and cotton wool.
2. Any injured person shall be taken to a public hospital for necessary hospitalisation by the contractor.
3. Suitable and strong scaffoldings should be provided for working for all works that cannot be done from ground.
4. No portable single ladder shall be over 8 metre length. The width between the side rails shall not be less than 30 com and the distance between two adjacent runs shall not be more than 30 com. When a ladder is used an extra labour work shall be engaged for holding the ladder.
5. Every opening in the floor of a building / in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
6. The excavated material shall not be placed within 1.5 metres of the edge of the trench. All trenches and excavations shall be provided with necessary fencing and lighting.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials so as to render it unsafe.
8. Workers employed on mixing and handling of materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. No paint containing lead or products shall be used except in the form of paste or readymade paint.
11. The contractor shall take all precautionary measures for the safety of the labourers as well as construction materials following all rules and regulations as per the Govt of Gujarat or relevant state Govt.
12. Adequate fire safety extinguishing facility shall be kept ready on site at all times and insurance should be maintained.

Signature/Stamp of Contractor

