

TENDER ID

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PART : I

Part-A : General Instructions

Part-B : General Terms and Conditions

Fabrication of Exhibition Van

FOR THE YEAR 2018-19

By

Member Secretary

Cum

Joint Director of Animal Husbandry,

Gauseva and Gauchar Vikas Board,

Gandhinagar

Gujarat State

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-: PLEASE NOTE :-

THIS PART-I IS NOT TO BE SUBMITTED PHYSICALLY

THIS IS ONLY FOR YOUR REFERENCE

PART-I CONTAINS...

1. Abbreviations
2. Part-A : General Instructions
3. Part-B : General Terms and Conditions
4. Online Pre-Bid Meeting
5. Instructions for Cover Stickers
6. Sticker for Main Cover
7. Sticker for Tender Fee and EMD
8. Sticker for Technical Supporting Documents

Abbreviations

Sr. No.	Abbreviation	Full form of Abbreviation
1	AB	Agreement Bond
2	AGMARK	Agriculture Mark
3	AL	Acceptance of Letter
4	AO	Accounts Officer
5	AT	Acceptance of Tender
6	BC	Banker's Cheque
7	BG	Bank Guarantee
8	BIS	Bureau of Indian Standards
9	C&MD	Chairman & Managing Director
10	CB	Commercial Bid
11	CD	Customs Duty
12	CI	Cottage Industry
13	CIF	Cost, Insurance and Freight
14	CMSO	Central Medical Store Organisation
15	COPP	Certificate of Pharmaceutical Product
16	CSPO	Central Store Purchase Organisation
17	CST	Central Sales Tax
18	DD	Demand Draft
19	DGS&D	Director General of Supplies and Disposals
20	DoD	Date of Dispatch
21	DoR	Date of Receipt
22	DP	Delivery Period
23	ED	Excise Duty
24	EM	Entrepreneur's Memorandum
25	EMD	Earnest Money Deposit
26	GGVB	Gauseva and Gauchar Vikas Board, Gandhinagar
27	GOG	Government of Gujarat
28	GOI	Government of India
29	GR	Government Resolution
30	GRIMCO	Gujarat Rural Industries Marketing Corporation
31	GS	Gujarat State
32	GSIC	Gujarat Small Industries Corporation
33	GSSIDC	Gujarat State Small Industries Development Corporation
34	GST	Goods and Services Tax
35	GTAC	General Terms and Conditions
36	HOD	Head of Department
37	IO	Indenting Officer
38	ISI	Indian Standard Institute
39	ISO	International Standards Organisation
40	ITCC	Income Tax Clearance Certificate
41	KVIC	Khadi and Village Industries Commission
42	L1	Lowest 1
43	L2	Lowest 2
44	L3	Lowest 3
45	LL	Loan License
46	LPP	Last Purchase Price

Abbreviations

Sr. No.	Abbreviation	Full form of Abbreviation
47	MSME	Micro, Small, Medium Enterprise
48	MS	Member Secretary cum Joint Director of A.H., GGVB
49	NJSP	Non-Judicial Stamp Paper
50	NSIDC	National Small Scale Industries Development Corporation
51	PAN	Permanent Account Number
52	PC	Performance Certificate
53	PM	Price Matching
54	PO	Pay Order
55	PP	Price Preference
56	PS	Physical Submission
57	PSEs	Public Sector Enterprises
58	PTF	Priced Tender Form
59	RC	Rate Contract
60	RO	Repeat Order
61	RP	Risk Purchase
62	SD	Security Deposit
63	SSI	Small Scale Industry
64	STAC	Special Terms and Conditions
65	TAC	Terms and Conditions
66	TB	Technical Bid
67	TBSC	Technical Bid Scrutiny Committee
68	TE	Technical Enquiry
69	VAT	Value Added Tax
70	FAT	Factory Acceptance Test
71	SAT	Site Acceptance Test

GENERAL INSTRUCTIONS AND CONDITIONS (For Invitation of Tender and Instructions to Tenderer)



PART : A GENERAL INSTRUCTIONS

1. This tender is invited by the Member Secretary cum Joint Director of Animal Husbandry, Gauseva and Gauchar Vikas Board.
2. The validity period of the tender shall be up to **31-03-2019**. However, it may be extended as per need of the GGVB, as well as upon MUTUAL AGREEMENT, upon receiving the CONSENT from the tenderer.
3. The purchase under the tender enquired is subject to availability of fund in accordance with financial provision and administrative approval from the GGVB/Government for the YEAR 2018-19.
4. A tenderer is eligible to submit only one Bid for the tender.
5. The Terms and Conditions prescribed in the tender offer are binding to each Tenderer.
6. **The tenderers shall be required to understand, follow and fulfill and implement the requirements, whether they are mentioned in the form of (1) ANY GENERAL INSTRUCTIONS and / or (2) ANY GENERAL TERMS AND CONDITIONS and / or (3) ANY SPECIAL TERMS AND CONDITIONS and / or (4) CHECK LIST and / or (5) CORRIGENDUM ISSUES, IF ANY and / or (6) they are MENTIONED ON ANY PROFORMA and / or (7) ANYWHERE IN THE TENDER DOCUMENT, failing which the tender shall be liable for rejection.**
7. Any kind of conditional offer from the Tenderer shall not be accepted except for the offers having additional features having distinct advantages.
8. Non-compliance to any of the Terms and Conditions shall constitute a breach of contract and consequently, shall render the tender rejected.
9. "Member Secretary" (MS) means "Member Secretary cum Joint Director of Animal Husbandry, Gauseva and Gauchar Vikas Board," unless otherwise specified.
10. Member Secretary does not bind himself/herself to accept the lowest tender and reserves the right (1) to reject any one or part of one tender or all the tenders, or (2) to accept any one or part of one tender or all the tenders for the same item, or (3) to cancel one or all the tenders without assigning any reasons thereof, and no further correspondence shall be entertained in this context.
11. Special Terms & Conditions, if any, from GGVB at the time of opening of tender shall also be applicable to all the tenders. In no case, conditional tenders shall be accepted or considered.
12. All prevailing rules, regulations, guidelines, instructions etc., pertaining to purchase procedure, issued by Government of Gujarat through its various resolutions / circulars / letters, shall also be applicable to this tender.
13. General Instructions, General Terms and Conditions, Special Terms & Conditions as well as "Check List" are the part of the tender's Terms & Conditions and shall be applicable to this tender.

14. The prescribed tender documents are available on the website from where the registered Tenderer can download the prescribed tender documents during stipulated time of tender enquiry.
15. Tenderer has to submit Technical supporting Document in respective Performa and/or as per checklist.
16. All the Performa (wherever applicable) mentioned in "Check List" must be meticulously filled in and all the documents (i.e. enclosures...wherever applicable) mentioned in "Check List" must be submitted, failing which the tender is liable to be rejected. The Check List must be duly filled up, signed and stamped as prescribed in the Tender document and also must be submitted, failing to which is liable for rejection of tender on the spot.
17. The Tenderer will have to provide information of Technical literature, trial reports, market survey, placed orders and supply thereon as well as other information to this office whenever asked to do so by this office from time to time.
18. The Commercial Bid for the tender enquiry must be submitted in separate cover on or before the time along with technical bid.
19. It is experienced that one of the reasons of rejection of the tenders is "lack of proper understanding of the Terms & Conditions of the tenders (by the Tenderer) as well as they don't submit proper documents for Tender. Hence, all the Tenderer are advised in their own interest to have proper understanding of the Terms & Conditions of the tender before Bidding. The tenderer may also contact to the Officers of GGVB for any further clarification or query or doubt.
20. Respective Terms & Conditions / Documents / Certificates / Permissions / Permits / Affidavits / Information ... etc. shall be applicable and considered for the "respective Tender Enquiry of respective year only" and their reference to past tenders or forth coming tenders shall neither be accepted nor be considered except in cases where in the tendering firms have been "debarred" and / or "black listed". However, The Member Secretary reserves the right to use these Terms & Conditions / Documents / Certificates / Permissions / Permits / Affidavits / Information for cross checking and verification. Findings of cross verification and checking shall not be considered as "substitute" for submission of the Documents / Certificates / Permissions / Permits / Affidavits / Information, if the tenderer has failed to submit requisite documents in response to "Tender Enquiry of CURRENT FINANCIAL YEAR".
21. Notwithstanding anything contained inconsistent as well as without any prejudice or favour to any tenderer or tendering firm, in the event of discrepancy in the interpretation of the Term and Condition of this tender, the interpretation inferred and considered by the Member Secretary, shall be final and binding to the tenderers.
22. Unless otherwise specifically specified,
 - i. "He' shall be read and understood as "She' and vice versa
 - ii. "His/him" shall be read and understood as "Her" and vice versa
 - iii. "Singular" word shall be read and understood as "Plural" word and vice versa
 - iv. "Shall" and "Must" shall be read and understood as compulsory and / or mandatory.
 - v. "May" shall be read and understood as Not Compulsory / Discretion / Liberty / Choice / Option.
23. The documents and other essentials of Technical Bid shall be submitted on or before the time stipulated in tender notice.
24. The Envelopes shall invariably be submitted as per the schedule given.

25. The covers of Tender fee and EMD, Technical Bid & Commercial Bid shall be sealed properly with related instruments / documents inside the prescribed cover, failing to which the tender shall be rejected on the spot.

26. Loosely kept tender documents in main sealed cover, but not in prescribed cover in sealed position/form shall liable for rejection on the spot.

27. **TENDER PROCEDURE SCHEDULE IN CHRONOLOGY**

The evaluation of submitted tender Bids shall be done as per prescribed procedure. The details of submitted Technical Bid shall be checked like Tender Fee, EMD and Technical Supporting Documents, failing which shall render the tender Bid liable for immediate disqualification.

(a) Opening of Main Cover

Upon opening of main cover, following three separate covers duly sealed and super scribed with necessary information must be found, failing which the tender shall be rejected on the spot without carrying out any further process and no representation / correspondence shall be entertained :-

i. Cover for Tender Fee and E.M.D. (as per Check List)

Note: Tender Fee and EMD or documents for its exemption both are to be kept in the same cover.

ii. Cover for Technical Supporting Documents (as per Check List)

iii. Commercial Bid

(b) Opening of the cover of Tender Fee and EMD

Upon opening of the cover of Tender Fee and EMD, valid instrument for payment of necessary amount of Tender Fee and EMD for every quoted item must be found, or alternatively, valid documents for exemption of Tender Fee and EMD must be found, failing which the tender shall be rejected on the spot without carrying out any further process and no representation / correspondence shall be entertained.

Tenderers' attention is drawn to the fact that the Exemption of EMD shall be available to Micro / Small Industrial Enterprises of Gujarat State.

(c) Opening of the cover of Technical Supporting documents

Upon opening of the cover of Technical Supporting Documents, Technical Bid proforma as prescribed in Tender documents duly signed and stamped along with requisite documents / certificates / permissions / permits / affidavits...etc., must be found. In case of any kind of alteration / change / deviation in the details of Technical documents, the tender shall be rejected on the spot without carrying out any further process and no representation / correspondence shall be entertained.

On the date of opening of the Technical Bid, merely "opening" of the Bid shall be carried out without carrying out any scrutiny of the documents. Detail scrutiny shall be carried out afterwards.

28. **SCRUTINY OF TECHNICAL BID**

(a) Detail scrutiny of the Technical Bid shall be carried out parallel.

(b) The decision as regards the acceptance or rejection of the Technical Bid, for which the rates are quoted, shall be taken by the Member Secretary.

29. **COMMERCIAL BID**

i. The Commercial Bid for the tender enquiry must be submitted **in separate cover** only.

- ii. The quantity shown in the Technical Bid as well as in the Commercial Bid is approximate which does not guarantee the purchase.
- iii. Rates must be quoted strictly for specifications as shown in the Technical Bid.

30. **OPENING OF COMMERCIAL BID**

Only those who are found qualified in the Technical Bid Scrutiny shall be eligible for opening of the Commercial Bid.

31. **GUJARAT STATE PURCHASE POLICY - 2016**

The Government of Gujarat has issued Gujarat State Purchase Policy - 2016, vide Industries and Mines Department's vernacular Resolution No. SPO/102015/691093/CH, Dated 03/06/2016 for Micro, Cottage & Small Industrial Units of Gujarat State. The relevant provisions of this Purchase Policy have been incorporated in this tender for the purpose of implementation. In fact, the relevant provisions have been translated from original Gujarati language to English language. However, it is specifically hereby mentioned and clarified that in case of any discrepancy / difference of opinion / difference in interpretation / dispute, the Gujarati version of this Purchase Policy and the words and meanings used in the Gujarati version of this Purchase Policy shall be considered as conclusive, final and abiding. However, if required, the industries and mines department of the Government of Gujarat shall be consulted and the interpretation drawn thereon shall be considered as final and abiding.

32. Each affidavit of this tender shall be required to be submitted on Rs. 100=00 Non Judicial Stamp Paper duly attested by First Class Magistrate/Notary Public and signed by tenderer, failing which the tender shall be rejected out rightly.
33. Tender notice is published in leading Gujarati newspapers. It is likely that after publishing tender notice the Member Secretary may require to communicate to tenderers any amendment/clarification by publishing any further notice(s) in the leading newspaper. Hence, tenderers are advised in their own interest to keep on referring to the leading newspaper until the last date and time of the submission of tender is over.

PART : B

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY :

- AS MENTIONED IN “SPECIAL TERMS AND CONDITIONS”.

2. AVAILABILITY OF TENDER FORM :

Tender Forms (Non-transferable) for are available from Gauseva and Gauchar Vikas Board, Gandhinagar
website: www.gauseva.gujarat.gov.in

3. The prescribed tender document fee should be paid as Demand Draft / Banker’s Cheque / Pay Order only, payable at [Gandhinagar](#) in the name of [Join Director of Animal Husbandry, Gauseva and Gauchar Vikas Board, Gandhinagar](#). The tenderers need to take specific attention to this term and condition.
4. The tender document fee shall not be refunded.
5. Non-payment of tender fee shall make the tenderer liable for immediate disqualification of tender.
6. If any exemption for tender document fees is to be acquired then appropriate certificate for Exemption shall be enclosed in the cover. The tenderers with valid registration certificate (Entrepreneurs Memorandum) for Micro or Small or Medium Enterprise Industries issued by concerned authority of Gujarat State along with registration from CSPO / National Small Scale Industries Corporation / Director General of Supplies & Disposal or Khadi & Village Industries Commission or District Industries Centers for particular product shall be entitled for such exemption as prescribed in Gujarat State Purchase Policy - 2016, declared vide Industries and Mines Department's vernacular Resolution No. SPO/102015/691093/CH Dated 03/06/2016 for Micro, Cottage & Small Industrial Units in the State.

7. SUBMISSION OF TECHNICAL SUPPROTING DOCUMENTS :

- i. Submission of Bid will comprise of one main sealed cover named as "Main Cover". This main cover should contain three sealed covers separately named as (a) Cover of Tender fee and EMD, (b) Cover of Technical Supporting Documents with Check List and it must be as per Check List and (c) Cover of Commercial bid.
- ii. If the tenderers fail to submit the supporting documents for Technical Bid, the tender shall also be rejected.
- iii. The main sealed Cover containing 3 sealed Covers must reach to this office by Registered Post A.D./ Speed Post/ By courier services or be inserted in the Tender Box kept in this office within stipulated date and time schedule given in the Tender Notice.
- iv. The Technical Supporting Documents shall be ATTACHED in respective Proforma and/ or as per checklist.
- v. The Member Secretary is not responsible for non-receipt of any tender or late receipt of tenders.

vi. No reason whatsoever for late receipt of the Tender Documents shall be considered.

8. OPENING OF TENDER :

- i. Opening of the tender (EMD, Tender Fee, Technical Supporting Documents, commercial bid) shall be carried out by the Member Secretary or the officers / committee, authorized by him.
- ii. The dates scheduled for receipt and opening of tenders are fixed and usually will not be changed, but if for any unforeseen reasons, the last date for submission of tenders and date of opening of tenders happens to be a public holiday, all the notified dates shall be automatically postponed to next working day respectively. The Tenderer shall not be informed separately for this regard, hence the tenderers are requested to take cognizance of this fact.

9. OPENING OF TECHNICAL BID :

- i. The two-Bid system for approval of rate is adopted by the Gauseva and Gauchar Vikas Board, Gandhinagar.
- ii. The Tenderer MUST submit SEPARATE 3 (THREE) COVERS, DULY CLOSED & SEALED PROPERLY as (1) Cover containing Tender Fee as well as EMD or valid documents to avail benefit of Tender Fee and EMD exemption (**as per Check List Part-I**) and (2) Cover containing Technical Supporting Documents (**as per Check List Part-II**), (3) Commercial bid, failing which, the tender shall be liable to be rejected on the spot.
- iii. The Covers shall be opened in serial and if conditions of the preceding cover(s) are not satisfied, the succeeding cover(s) shall not be opened.
- iv. The main sealed cover, containing all the 3 sealed covers, shall be opened in presence of only one representative per Tenderer. Thereafter, the cover containing Tender Fee and EMD payment instrument or valid documents for its exemption benefit shall be opened.
- v. On opening of cover of Tender Fee and EMD, if it is found that the Tender Fee as well as EMD paid is valid as per the requirement or alternatively, the valid documents to avail the benefit of Tender Fee and EMD exemption are enclosed, then only the Cover containing Technical Supporting Documents shall be opened.
- vi. But if it is found that the Tender Fee & / or EMD is not paid or alternatively, the valid documents to avail the benefit of Tender Fee and EMD exemption are not enclosed , then the tender shall be rejected on the spot, and any representation for consideration of the tender, shall not be entertained. In such cases, question of opening of Technical Bid and Commercial Bid of such tendering firm shall not arise.
- vii. On opening of cover of Technical Supporting Documents, all the required documents as prescribed in Tender documents as well as enumerated in Check List shall be found submitted as mentioned in the checklists.

10. CLARIFICATION :-

- i. Tender fee as well as EMD or the documents for exemption of tender Fee and EMD (**as per Check List Part-I**) must be put in a single cover and this cover must be put in the main cover after closing & sealing the cover properly.

- ii. All the supporting documents pertaining to the Technical Bid (**as per Check List Part-II**), must be put in the Technical Supporting document cover.
- iii. Commercial Bid should be put in separate cover.
- iv. All above 3 separate Covers must be separately put in a main Cover and must be submitted after closing and sealing them properly.
- v. All the 4 Covers must be closed and sealed properly with any sealing material and must be super scribed (i.e. showing legibly) the Tender Number, Name of Tenderer, detailed postal address with pin code number. No complaint in respect of tampering of tenders shall be entertained by this office if the tender is not found sealed properly.
- vi. The Cover of Tender Fee and EMD should contain the amount of Tender Fee as well as EMD as prescribed in Tender document.
- vii. Tender Fee should in form of Demand Draft / Banker's Cheque / Pay Order in Favour **Joint Director of Animal Husbandry, Gauseva and Gauchar Vikas Board, Gandhinagar.**
- viii. **Irrespective of the amount of EMD, the EMD CAN be paid and submitted in the form of** Crossed Demand Draft / Cross Pay Order / Crossed Bankers Cheque / **Crossed Manager's Cheque**, drawn in favour of **Joint Director of Animal Husbandry, Gauseva and Gauchar Vikas Board, Gandhinagar payable at Gandhinagar only**, drawn on any bank.
- ix. However, it is advisable to submit the **EMD** in the form of Bank Guarantee in order to help the tenderer obtain the refund easily in future.
- x. The Demand Draft / Pay Order / Bankers Cheque / Bank Guarantee must have been issued by the bank, on or after the date of advertisement of the tender inquiry.
- xi. If the Tenderer desires to avail the benefit of exemption of EMD., he must furnish the attested photocopies of relevant and valid documents from the competent authority, otherwise, it shall be considered that the EMD is not paid and, that in turn, shall render the tender, liable for on the spot rejection. The documents to be submitted for EMD Exemption are mentioned and explained in Terms and Conditions under the heading "CONCESSIONS".
- xii. EMD **will normally** be returned to the tenderer in 15 days in following instances once the **decision** of Member Secretary about it, is taken **and the proceeding thereon is received** :
 - i. When the tender is either not approved or ignored or the tenderer who has been given order has been exempted from paying the amount of Security Deposit.
 - ii. The tenderer who has been given the order has deposited the amount of Security Deposit.
 - iii. Cases wherein either the retendering has been invited or the tenders have been closed.
- xiii. EMD of accepted tenders shall be returned only after payment of Security Deposit (S.D.) and submission of the Agreement Bond.
- xiv. **BANK GUARANTEE** towards EMD and or SD must be remitted from any one of the following banks, in reference to the Government Resolution, **DMO Branch** of the Finance Department, Government of Gujarat **No. EMD / 10 / 2018 /18/ DMO, Dated 16.04.2018 :-**

Public Sector Banks	Private Sector Banks authorised by RBI to undertake State Government Business
1. All Nationalized Banks 2. I.D.B.I. Ltd.	1. AXIS Bank 2. ICICI Bank 3. HDFC Bank

xv. Guarantees issued by following Banks will be accepted as SD / EMD for the period up to **31.03.2019**:

- i. **Kotak Mahindra Bank**
- ii. **RBL Bank (The Ratnakar Bank Ltd.)**
- iii. **IndusInd Bank**
- iv. **Karur Vysya Bank**
- v. **DCB Bank**
- vi. **FEDERAL Bank**
- vii. **The Kalapur Commercial Cooperative Bank Ltd.**
- viii. **Rajkot Nagrik Sahakari Bank Ltd.**
- ix. **The Gandhinagar Mercantile Co-Operative Bank Ltd.**
- x. **The Mehsana Urban Cooperative Bank Ltd.**

- xi. **Nutan Nagarik Sahakari Bank Ltd.**
- xii. **Dena Gujarat Gramin Bank**
- xiii. **Saurashtra Gramin Bank**
- xiv. **Baroda Gujarat Gramin Bank**
- xv. **Yes Bank**
- xvi. **Surat District co-operative Bank**
- xvii. **Ahmedabad Mercantile co-op. Bank**

- xvi. For the purpose of EMD, the Bank Guarantee shall be valid for the period of at least **12 months**, shall also be accepted. Bank Guarantee of any bank, other than mentioned above, shall not be considered.
- xvii. List of documents to be enclosed are listed in Check List in Technical Supporting Documents. The checklist provided in the Technical Supporting Documents **MUST BE** duly filled in, signed and to be submitted, failing which the tender is liable to be rejected.

11. DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID :

- i. Tenderer's attention is drawn to this specific point that all the documents, intended to be submitted shall be as per Check List. The cover of Technical Supporting Documents, the cover of Tender Fee and EMD or its documents for exemption and cover for commercial bid must be submitted within stipulated time limit.
- ii. A checklist for the documents to be enclosed along with the Technical Bid is mentioned in **PART-V** of Tender document. The Tenderer must ensure that all the documents required as per the Check List are enclosed and recorded in the checklist. It is compulsory to record the details in Check List regarding all the documents enclosed.
- iii. In order to ensure that the submitted documents of the Technical Bid are maintained permanently in the form in which they are submitted, it is advisable (and not compulsory) to submit the contents of the Technical supporting documents in the "Spiral Binding Form", instead of submitting the same by tying. Page number on each document attached must be given as per Check List.
- iv. Please enclose only the required / demanded documents / proforma in order to avoid wastage of time, money and manpower. Documents / Proforma which are "not pertaining to" must not be enclosed.
- v. **No any compliance shall be allowed in any circumstances once the tender is submitted.** An opportunity to comply the deficiency within 7 working days from the date of opening of the Technical Bid has been withdrawn vide "Accompaniment to Government in Industries & Mines Department's Resolution No.SPO / 102000 / 2491 / CH, dated 20-02-2004.
- vi. Hence, all the documents pertaining to the Technical Bid need to be submitted in the Technical Bid along with submission of the tender itself. The tender shall be processed on the basis of available documents / certificates / permissions / affidavits / information. Thus, the Tenderer are advised in their own interest to submit all the required documents duly attested with effective validity and complete from all aspect in order to save their tender from being disqualified / rejected.
- vii. Each "relevant proforma, duly filled up" must be signed and stamped by the tenderer.
- viii. No intimation of missing / deficient documents shall be given to the Tenderer / his authorized representative.

- ix. **The Check List is required to be duly filled up and submitted in respective Covers. Check List Part-I is required to be submitted in Cover No. 1 (Tender Fee, EMD and Check List Part-I Cover) and Check List Part-II is required to be submitted in Cover No. 2 (Technical Supporting Documents and Check List Part-II Cover). Check Lists are to be duly filled, signed, stamped and submitted in respective covers for the interest of the tenderers to save their tenders from being rejected.**
- x. The submitted documents / certificates must be on the name of the tendering firm and of the address of the premises where items quoted are actually manufactured.
- xi. **NOTARIZATION IS COMPULSORILY REQUIRED FOR:** All the AFFIDAVITS as well as the DOCUMENTS ON STAMP PAPERS must be duly NOTARISED without fail.
- xii. **TRANSLATED DOCUMENT:** All the documents to be enclosed shall be either in English or Gujarati or Hindi. If any document is produced in any language other than these, true translation copies of such documents in English shall have to be enclosed. **Such translated copies shall be submitted either in ORIGINAL (after having it duly notarized) or attested photocopy of such notarized copy must be self attested.** Failure to submit English translation in such cases shall render the document invalid and disqualified, which may ultimately render the tender liable for rejection. However, attested photocopy of such original document in vernacular language must be submitted along with the translated copies of the documents
- xiii. Copies of all the documents produced by the Tenderer shall be clear and legible, otherwise it shall not be considered.
- xiv. **SELF ATTESTATION IS COMPULSORILY REQUIRED FOR:** All Photocopies of documents enclosed which bear signature and / or seal of respective authority / organization **MUST BE SELF ATTESTED.**
- xv. **ATTESTATION IS NOT REQUIRED FOR:** (i) documents showing product literature, (ii) original documents, and (iii) notarized documents.
- xvi. It must be noted that the Technical supporting documents, once submitted along with the tender, shall neither be handed over to the Tenderer / his representative nor be allowed for want of either attestation or correction.
- xvii. The origin of items offered shall have to be mentioned clearly. The State in which manufactured and whether it is a product of Large Scale Industry, Small Scale Industry, Cottage Industry or Industrial Cooperative shall be clearly stated against each article.
- xviii. If the Tenderer desires to avail the benefit of Price Preference accorded to the products of the Cottage/Small Scale/Micro units, he shall furnish along with the tender, a certified authenticated or Photostat copy attested by Gazetted Officer of the registration certificate issued to such unit by the concerned authority stated in Gujarat State Purchase Policy–2016 dated 3/6/2016.
- xix. Manufacturing Tenderer should clearly state the origin of the basic materials, whether they are indigenous or foreign. In case of foreign origin, the country from which the said materials obtained and details regarding the import shall have to be provided.
- xx. Printed documents such as Product Literature / Product Catalogue / Abstract of Research Paper published (if any) / Trial Reports / Pamphlets ...etc, may be submitted, if possessing, for each item for which the rates are quoted. However, for further details / clarifications **regarding submission of these documents**, the tenderers are requested to refer to Special Terms and Conditions **as well as Check List.**
- xxi. The Tenderer are requested to **highlight** all the important features of the submitted documents such as,

Name of the document, Issue date, Registration number, License number, Permission number, Validity of the Document, Expiry Date of the document, Issuing authority, List of Products, Page Number of the document...etc. with the help of "highlighter" or "marker pen." This is for quick examination / verification of the document.

xxii. It shall be the responsibility of the Tenderer to ensure that necessary certificates / documents / permissions / licenses / permits...etc. are pertaining to the tendering firm only, as well as they must be valid on the date of opening of the tender.

xxiii. Before submission of the Technical Supporting Documents, the Tenderer must verify that he has submitted all the relevant certificates / licenses / permissions / permits / documents etc. and they are pertaining to the tendering firm as well as they must be in proper format as per Check List.

12. EXPLANATION REGARDING SOME OF THE DOCUMENTS TO BE ENCLOSED :

If the requisite documents are not submitted or even if submitted but are not in proper format or if any change / alteration / deviation is found then the tender is liable to be rejected.

i. Income Tax Clearance Certificate (ITCC) / Permanent Account Number (PAN) Card:

a. As per Government of India's circular No. 2 / 2004, dated 10-02-2004, the tenderers are not required to submit Income Tax Clearance Certificate or PAN Card for tendering procedure. However, the tendering firm / the Tenderer must quote the Permanent Account Number in the tender.

ii. Sales Tax Clearance Certificate / Commercial Tax Clearance Certificate / Value Added Tax (VAT) Clearance Certificate or proof of payment of Sales Tax / Value added / Commercial Tax/Service Tax Registration Certificate/Goods and Services Tax(GST) :

- a. Sales Tax is named as "Commercial Tax" in South India. Hence, the "Commercial Tax Clearance Certificate" shall be considered in lieu of "Sales Tax Clearance Certificate."
- b. In lieu of "Sales Tax Clearance Certificate", "No Due Certificate" must be submitted -as scanned and attached document ONLINE.
- c. In lieu of "Sales Tax Clearance Certificate" or "No Due Certificate", proof of payment of Sales Tax / Commercial Tax / VAT (i) for the month of March of the Previous Financial Year or (ii) for any month of the Current Financial Year must be submitted. However, the tenderer shall have to submit the "Sales / Value Added Tax Clearance Certificate" immediately upon receipt of the same.
- d. Since "Value Added Tax" (VAT) has been implemented from 01-04-2005 onwards, the tenderer must enclose relevant certificate for "Sales / Value Added / Commercial Tax Clearance."
- e. The tenderer shall mention clearly about the Sales / Value Added Tax Exemption, if any, and copy of such Exemption must be enclosed.
- f. In case of change of name, the tenderer has to show the Sales / Value Added Tax / Commercial Tax clearance certificate in his own name, failing to which tender shall be rejected.
- g. If amount of Sales Tax / Commercial Tax / Value Added Tax is found to be "due" in the latest submitted document (for the proof of payment of the said Tax), the tender shall be rejected.

- h. Above (a) to (g) provisions shall be applicable for the period of previous financial year 2016-17 and April 2017, May 2017 and June 2017 of the current financial year 2017-18. From the July 2017 onwards, provisions, mentioned at (i) herein after, shall come into force.

i. About Application of G.S.T (Goods and Services Tax)

The new tax pattern, namely G.S.T. (Goods and Services Tax) has come in force with effect from 01-07-2017, hence the online commercial bid has been amended accordingly, and therefore, the tenderers shall be required to provide details (figures i.e. percentage) of applicable cGST/sGST/iGST/uGST in the prescribed columns of the commercial bids.

- j. Since the term GST includes cGST,sGST/iGST/uGST, for all practical purposes whenever, in this tender, the term "GST" is mentioned, it shall deemed to be unequivocally meant, understood, implemented and complied as "cGST/sGST/iGST/uGST" (wherever applicable). However, if any specific exclusion, exemption, exception has been statutorily permitted/applicable (to a particular item(s)), issued by the competent/authorized authority it shall be considered accordingly. However, since this tender is being published in the era of the GST for the first time and the GST implementation is in its nascent stage the teething trouble are bound to be there, therefore, if any discrepancy/ disputes/difference of opinion arises in the interpretation of the same, then relevant competent authority of the government shall be consulted in order to resolve the issue in an amicable way.
- k. If GST registration certificate is submitted then tenderer shall not required to submit "Service Tax Registration Certificate" (as mentioned in the Checklist - Part II). However, if the tender belongs to "Service" (and not for the "Goods"), and the tenderer has not so far obtained the G.S.T. registration certificate then he shall invariably, be required to submit the "OLD" service tax registration certificate. Moreover, the tenderer shall be required to submit the copy of application of his/her process of obtaining G.S.T. registration certificate establish his credentials.

iii. Government Ownership Certificate :

Attested photocopy of Government Ownership Certificate must invariably be enclosed in case the tendering firm is a Government institution.

iv. Printed Product Literature / Product Catalogue / Abstract / Publications / Pamphlets :

Printed documents such as Product Literature / Product Catalogue / Pamphlets, if any /**as asked for**, may be submitted, and the same shall be of the items under the tender inquiry / shall be matching with the specifications of the items under the tender inquiry.

v. Affidavit of Undertaking :

All the tendering firms must submit "Affidavit of Undertaking" on Rs. 100=00 stamp paper duly signed by the authorized signatory of the tendering firm with properly notarized, as per the proforma enclosed.

vi. Affidavit of Manufacture & Sale Data and Turnover :

- a. All the tendering firms must submit "Affidavit of Manufacture & Sale Data" on Rs. 100=00 stamp paper duly signed by the authorized signatory of the tendering firm with properly notarized, as per the proforma enclosed.

- b. The **total** turnover of the tendering firm for any one year among the last two years shall be at least 50 % of the approximate total cost of **purchase of the items (for which the tenderer has quoted rates)** under Tender enquiry.
- c. The Member Secretary reserves the right to disqualify any offer, if the manufactured quantity for each proceeding three financial years, as shown in the “Affidavit of Manufacture and Sale Data”, is apparently insufficient in relation to the approximate requirement of the item as mentioned in the tender.
- d. All the tenderers (Manufacturers / Dealers / Distributors / Agents...) are required to submit the Chartered Accountant’s Certificate for Manufacturing and Sales Data.
- e. **Tenderer shall be required to provide “YEAR-WISE DATA OF THE WHOLE FIRM”.**

vii. Affidavit of Continuation of Micro / Small Enterprise Industries Registration :

If the Tenderer wants to avail certain benefits pertaining to Micro / Small Enterprise Industries, an affidavit of Continuation of Micro / Small Enterprise Industries Registration (Entrepreneurs Memorandum) must be submitted as per prescribed proforma enclosed.

viii. Documents to avail various Concessions / Benefits / Exemptions :

Relevant documents must be submitted to avail various Concessions / Benefits / Exemptions as per the Terms and Conditions; the detail of which is mentioned under various relevant headings.

ix. Business Name and Constitution of Tendering Firm

- a. The tendering firm must submit (1) Certificate of Incorporation and / or (2) Certificate of Change of Name and / or (3) Documents pertaining to Merger / Acquisition / Take-over / Joint Venture and / or (4) Documents pertaining to Partnership Firm and / or Documents pertaining to Proprietary concern... whichever is applicable.
- b. The detail for the documents pertaining to Business Name and Constitution of Tendering Firm is mentioned under the heading “Business Name and Constitution of Tendering Firm”.

13. OPENING OF COMMERCIAL BID :

- i. On finalization of the decision regarding the admissibility of the Technical Bid for further participation in the tender process, the Commercial Bid for the tender shall be opened.
- ii. Qualification to Commercial Bid shall depend strictly on the scrutiny of documents enclosed to Technical Bid, Site Visit, Inspection Report (if any)... etc. The Member Secretary GGVB shall take decisions regarding final approval of rates.
- iii. **The eligible tenderer will be called to remain present at the time of opening of Commercial Bid.**

14. CROSS CHECKING :

- i. The Member Secretary or his authorized officer / authorized committee is empowered to cross check solemnly stated facts provided in the Technical Bid, before finalizing the Rate.
- ii. If required, the Member Secretary or his Authorized Officer can visit the participating tendering firm and inspect the manufacturing, analytical and other facilities for the items for which the rates

are quoted to arrive at the decision regarding the finalization of Technical Bid.

15. QUOTING RATES :

- i. Tenderer' attention is drawn to this specific point that all the columns in the Commercial Bid are to be filled in meticulously. It is compulsory to fill in all the columns of the Commercial Bid. In case the information/s in particular column/s is/are NIL, kindly mention "NIL" in such column/s. Please do not leave such columns blank.
- ii. The rates quoted shall be in Indian Rupees and paisa only. The rates must be inclusive of all taxes/duties/levies and exclusive GST.
- iii. The rates shall be quoted should be specific, only as stated in Technical Bid and Commercial Bid without making any change / alteration specifications etc. Changing of specification, tender liable to reject.
- iv. The Tenderer must satisfy that the tendering firm is in valid possession of requisite permissions / licenses / permits / certificates / documents...etc. required for the Fabrication/Job work.
- v. The rates quoted must be of Free at Destination and inclusive of all duties such as Custom Duty (in case of imported items) and other statutory duties / taxes (except G.S.T.) as well as inclusive of the cost of original containers, packing, forwarding, insurance (if any) and other incidental charges.
- vi. If exceptionally and exorbitantly low rates are quoted; the Member Secretary reserves the right to cross check the solemnly stated facts given by the Tenderer as well as to ignore them from consideration in order to prevent unethical trade practices. However, if the Member Secretary decides to seek explanation for such a low rate(s), the tenderer shall furnish suitable justification, along with relevant documentary proofs, within prescribed time limit, to this office, failing with; appropriate decision shall be taken by the Member Secretary for acceptance / rejection of such rate(s), which shall be binding to the tenderer.
- vii. **If Tenderer quotes the rates by overlooking above conditions, the tender shall be liable for cancellation even after approval of tender and the Tenderer shall face suitable legal and penal action for such an action at any time during the contract period or even after the expiry of the contract period.**
- viii. Usually, the rates for the tendered items are approved on the bases of the lowest rates quoted by the Tenderer in the Commercial Bid. However, the Member Secretary reserves the right to approve the rates with higher rates also without assigning any reason/s to the tenderer.
- ix. No representation towards upward revision of rates shall be considered irrespective of any justification / representation submitted by the tendering firm.

16. CONCESSIONS :

The eligibility for various concessions in respect of Micro / Small Enterprise Industries/ Cottage Industries / N.S.I.C. / DGS&D. etc., shall be in accordance with the provisions of the relevant resolutions of Government of India and Government of Gujarat for the Micro / Small Enterprise Industries of State and as per the prevailing rules and regulations as stated below :-

- i. Micro / Small Enterprise Industries, Cottage and Tiny Industrial Units of the Gujarat State must possess registration number for the production of specific items and must also possess registration with

C.S.P.O. / National Small Industry Corporation / Director General of Supply and Disposals.

- ii. Institutions recognized by Khadi Gramodyog Board for production of various items, should possess registration certificate of Khadi Gramodyog Board, Khadi and Village Industries Commission (K.V.I.C.) or Cottage Industry.
- iii. The institutions, if participate directly for their own manufactured items, as mentioned in para 2 (e) of Gujarat State Purchase Policy 2016 dated 3/6/2016 and Other Corporations which produces their own products and for those products only viz. Gujarat State Handicraft Development corporation Ltd, Gujarat State Forest Development Corporation Ltd, Gujarat State Sheep and Wool Development Corporation Ltd and other corporations approved by Department of Industries and Mines, Government of Gujarat.
- iv. Certain Government Corporations, recognized by Government of Gujarat e.g. Gujarat Small Industries Corporation Ltd., Gujarat Rural Industries Marketing Corporation Ltd., etc., which are not directly engaged for production of items, but they provide outlet of marketing for small cottage and rural industries of the State.

17. CLARIFICATIONS ABOUT THE CONCESSIONS:

- i. Concessions for paying 3% value as Security Deposit, exemption for Tender Fee, Exemption in EMD., Benefit of Price Preference, Price Matching... etc., shall be applicable to the tendering firms belonging to Micro / Small Enterprise Industrial Units, Cottage, Units of the **GUJARAT STATE ONLY**.
- ii. The Tenderer shall have to give along with the certificate the authenticated or Photocopy of the registration certificate of Micro / Small Enterprise Industries / Cottage. A certificate establishing **the current working status of S.S.I. Units, Cottage, issued by the competent authority is required to be** submitted with Technical Bid documents.
- iii. If it will be noticed that the unit has been ceased to be small scale unit and has grown to large scale industrial unit at any point of time and if the Tenderer fails to bring this fact to the notice of the Member Secretary, the Tenderer shall be liable to pay the difference between the offers accepted in the A.T. and the lowest offers received from other Tenderer for the same items.
- iv. Generally, Security Deposit is to be paid at the rate of 5% of the total amount of the items to be purchased but as mentioned in condition of concession, the Security Deposit must be paid at the rate of 3% of the total amount of the items instead of rate of 5% if total purchase exceeds Rs. 5.00 lakhs for the aforesaid units / institutions.
- v. No Security Deposit is required to be paid if total purchase amount of the items is less than Rs. 5.00 lakhs for aforesaid units/Institutions.

18. MICRO/ SMALL / MEDIUM ENTERPRISE INDUSTRIES REGISTRATION (ENTREPRENEURS MEMORANDUM):

- i. In the event of the items offered are of the Micro / Small Enterprise Industrial units, the Tenderer shall have to produce a certificate to the effect that the Micro / Small Enterprise Industries, whose products have been offered, is still working as an Micro / Small Enterprise Industrial unit within the definition laid down by the State Government, and has not ceased to be Micro / Small Enterprise Industrial unit as on the last date of submission of the tender.
- ii. It shall also be certified that the financial restrictions as prescribed by the respective competent authority for the valid Micro / Small Enterprise Industrial unit shall be met by the Tendering Unit.

19. EXEMPTION BENEFIT FOR EMD & TENDER FEE :

- i. For “EMD Exemption” and “Tender without Tender Fee”, valid copy of Micro / Small Enterprise Industries Registration (Entrepreneurs Memorandum) as well as valid copy of either (i) NSIC Registration Certificate or (ii) C.S.P.O. Registration Certificate or (iii) DGS&D Registration Certificate must be enclosed, if the Tenderer wants to avail of these benefits.
- ii. If the Tenderer desires to avail the benefit of exemption of EMD., he must furnish the attested photocopies of relevant and valid documents from the competent authority, otherwise, it shall be considered that the EMD is not paid and, that in turn, shall render the tender, liable for on the spot rejection. The documents to be submitted for EMD Exemption are mentioned and explained in Terms and Conditions under the heading “CONCESSIONS”.
- iii. Such Micro / Small Enterprise Industries of Gujarat State MUST possess **Micro / Small / Medium Enterprise Industries Registration (Entrepreneurs Memorandum)** as well as either C.S.P.O. Registration Number or D.G.S.&D. Registration Number or N.S.I.C. Registration Number for the items under this tender, which must be valid till the period of the tender.
- iv. It is compulsory to submit “C.S.P.O. / N.S.I.C. / D.G.S.&D. Registration Certificate” along with “**Micro / Small / Medium Enterprise Industries Registration (Entrepreneurs Memorandum)**”, if the Tenderer wishes to avail benefit of “E.M.D. Exemption. The “C.S.P.O. / N.S.I.C. / D.G.S.&D. Registration Certificate” must be valid till the entire tenure of the tender. If this certificate gets expired before completion of the tenure of the tender, the tendering firms must obtain and submit the renewal of “C.S.P.O. / N.S.I.C. / D.G.S.&D. Registration Certificate” even without being asked from this office to do so, failing which the tender shall be rejected, irrespective of the fact that the rates are approved or orders are placed or items have been supplied. In such cases, the tendering firms must submit, along with the tender, the attested copy of application of renewal of C.S.P.O. / N.S.I.C. / D.G.S.&D. Certificate without fail.
- v. On receipt of the order, the inspection of the concern items shall be carried out at the factory of the **Micro / Small / Medium Enterprise Industries.**
- vi. For “Security Deposit Exemption”, “Concession in Security Deposit Exemption”, “Price Preference”, “Price Matching”... etc, only valid copy of Micro / Small Enterprise Industries Registration (Entrepreneurs Memorandum) must be submitted, if the tenderer wants to avail these benefits.

As per provisions of The Micro, Small & Medium Enterprises Development Act, 2006 as well as prescribed in Gujarat State Purchase Policy - 2016, declared vide Industries and Mines Department's vernacular Resolution No. SPO/102015/691093/CH Dated 03/06/2016 for Micro, Cottage & Small Industrial Units in the State, the benefits of Price Preference and Price Matching shall be given to the eligible tenderers as mentioned vide terms and conditions number 21 and 22 as mentioned hereinafter.

20. PRICEPREFERENCE :

Benefit of the Price Preference shall be available as prescribed in Gujarat State Purchase Policy - 2016, declared vide Industries and Mines Department's vernacular Resolution No. SPO/102015/691093/CH Dated 03/06/2016 for Micro, Cottage & Small Industrial Units in the State.

THIS BENEFIT IS AVAILABLE ONLY TO THE COTTAGE, MICRO AND SMALL ENTERPRISE INDUSTRIES OF GUJARAT STATE UNITS REGISTERED IN GUJARAT STATE ONLY IF THEY DIRECTLY PARTICIPATE IN THE TENDER INQUIRY.

- i. The benefit of the Price Preference shall be available to the Cottage, Micro and Small Enterprise

Industries **UNITS OF GUJARAT STATE** from the date of allotment of the permanent registration number to them. That means if the LOWEST price holder unit IS NOT Micro or Small, Cottage industries of GUJARAT STATE, then 10% price preference shall be given to the LOWEST price holder from the category of Micro or Small or Cottage Industrial Unit of GUJARAT STATE. The benefit of 10% Price Preference shall be available to Cottage, Micro and Small Industrial Units of Gujarat State against the Medium and Large Industrial Units of Gujarat State as well as against Micro, Cottage or Small Industrial Units of other States (i.e. States other than Gujarat State).

ii. **PRICE PREFERENCE AVAILABLE TO INDUSTRIAL UNITS RUN BY WOMEN :**

Manufacturing unit of Gujarat State belonging to the Cottage, Micro and Small unit category and owned by Woman (Woman Proprietor) or in case of partnership firm, having all the women partners or in case of company, having all women shareholders, then 11% price preference shall be given to such units of Gujarat State, as well as 11% price preference shall be given to such units of Gujarat State against Micro, Cottage or Small Industrial Units of other States (i.e. States other than Gujarat State).

iii. **PRICE PREFERENCE BASED ON QUALITY :**

Additional 5 % Price Preference shall be given to the **COTTAGE, MICRO AND SMALL ENTERPRISE INDUSTRIES OF GUJARAT STATE, HAVING OBTAINED THE REGISTRATION NUMBER OF C.S.P.O. / N.S.I.C. / D.G.S.& D** FOR the items possessing I.S.I. / B.I.S./ AGMARK. However, this benefit of additional 5% Price Preference shall not be available in the cases wherein it is mandatory (compulsory) to obtain such mark under any law or rule. Similarly, also in cases where in the prices of items possessing such mark are asked, the benefit of such additional 5 % price preference shall not be available for this reason.

iv. **CLARIFICATION ABOUT THE INTERPRETATION OF THE PRICE PREFERENCE BENEFIT :**

The Micro/Small/Cottage Industrial Units which are eligible for 10% Price Preference, shall be required to bring their quoted rate(s) in parity of the rate(s) quoted by the L-1 tenderer as mentioned at hereinabove (i). In the same way, the benefits of 11% Price Preference shall be available to the industrial units run by women as mentioned at hereinabove (ii) and they too shall be required to bring their quoted rate(s) in parity of the rate(s) quoted by the L-1 tenderer. In the same way, the benefits of 5% additional Price Preference shall be available to the industrial units which are eligible to avail the benefits of price preference on the basis of "Quality" as mentioned at hereinabove (iii) and they too shall be required to bring their quoted rate(s) in parity of the rate(s) quoted by the L-1 tenderer. It is further clarified that in any case of eligibility of availing Price Preference, the Price Preference shall not be available in such a way that it exceeds 15%. Further, it is clarified that giving benefits of Price Preference to the eligible tenderer(s) shall not be construed (interpreted) as paying more amount. It is further clarified that "L-1" tenderer means either (i) all the tenderers belonging to other states, or (ii) Medium Industrial Units (tenderers) belonging to Gujarat State or (iii) Large Industrial Units (tenderers) belonging to Gujarat State. It is further clarified that this exercise of calculating and giving benefits of Price Preference shall be carried out with an objective of deciding the Lowest 1 Rate for the purpose of placing orders to supply the goods, provided that the eligible tenderer give their consent to lower down their quoted rate(s) with the parity of the L1 tenderer.

21. PRICE MATCHING:

- i. In case where the lowest price is offered by the Tenderer of other State's unit, the lowest price offered by the **MICRO / SMALL / COTTAGE** Enterprise-Industrial Unit of the Gujarat State shall be called to supply the items at the same rate, terms and conditions.

- ii. **Micro, Cottage and Small industrial units shall be given priority to avail the benefits of Price Matching.**

22. AGREEMENT BOND :

- i. Successful Tenderer shall execute an Agreement Bond within 10 days on Rs. 100.00 (Rupees Hundred only) Non-Judicial Stamp Paper in the prescribed proforma. Proforma of such Agreement Bond shall be given to the successful Tenderer only after approving of their rate. One side of Stamp Paper has to be used for typing with due attestation on each page.
- ii. In the event of failure to execute Agreement Bond in proper form along with the Security Deposit within 10 days, the E.M.D. of such tendering firm shall be forfeited and such defaulters shall consequently forego the right to participate for future tenders for a minimum period of consecutive 3 financial years. In case of E.M.D. exemption, the defaulter Tenderer shall face the legal actions. No excuses to this effect shall be considered by the Member Secretary in any circumstances.
- iii. The prescribed form of AGREEMENT BOND, sent by this office, shall be duly stamped with adhesive legal and valid stamp for the requisite amount, and signed before any Gazetted Officer or before a First Class Magistrate or Justice of Peace or Notary Public for due performance of the contract.

23. BILLS AND PAYMENT :

- i. The bill/invoice is required to be submitted by the tenderer specifying following details at appropriate places in the bills / invoices :-
 - (a) No. & Date of bill / invoice
 - (b) No.& Date of A.T. (Acceptance of Tender)
 - (c) No.& Date of order placed
 - (d) Total cost with details of the applicable statutory Taxes
 - (e) Delivery Challan No & Date
 - (f) GSTN (GST Registration Certificate)
- ii. Bills for payment shall be sent by the Tenderer or his authorized Dealer / Distributor / Agent in 'TRIPLICATE'. However, it is distinctly clarified that any legal queries from the Sales Tax Department, in case of bills issued by the dealers / distributors / agents / stockiest, shall be the sole responsibility of the tenderer or his authorized signatories.
- iii. No advance payment shall be made by this Office.
- iv. Payment of bill shall be withheld if fabrication and items found violating the specifications and Terms and Conditions of the tender or items received in non-acceptable condition.
- v. Payment to the Tenderer shall be made, after executing the order satisfactorily from all the respect as per Terms and Conditions of the tender. However, no interest shall be paid to the Tenderer, if payment is delayed due to whatsoever reasons.
- vi. The payment of the bills shall be made after deducting government dues, if any, excluding Security Deposit.
- vii. The payment shall be made within 30 to 45 days from the date of receipt of the Fabricated Van at the destination. No interest shall be paid to the supplier, if the payment is delayed.

24. SUPPLY :

- i. The successful Tenderer shall to do all work within 30 days.

- ii. In case of failure to do work, Security Deposit will be forfeited and such Tenderer shall be liable to be debarred and / or blacklisted at least for consecutive next three financial years and the current financial year.
- iii. The period of time limit may be extended in special case on written request from the Tenderer with detail justification for extension. However, this extension shall not exceed the expiry date of the contract in any circumstances. The Member Secretary reserves the right to accept or reject such request of extension.

25. SECURITY DEPOSIT:

- i. No Security Deposit is required to be paid for the units exempted from paying Tender Fee and EMD as per Gujarat State Purchase Policy -2016. For other tenderers, 5% of total value is required to be paid as a Security Deposit from any bank, mentioned at General Term and Condition No. 12 (xiv) & (xv) on earlier pages. Bank Guarantee of any bank other than those, mentioned at General Term and Condition No. 12 (xiv) & (xv) on earlier pages, shall not be considered.
- ii. **The SD must be paid in the form of either (1) IRREVOCABLE BANK GUARANTEE or (2) F.D.R. (Fixed Deposit Receipt), in favor of Member Secretary cum Joint Director of Animal Husbandry, Gauseva and Gauchar Vikas Board, Gandhinagar, payable at Gandhinagar ONLY.** The Bank Guarantee for the period of **MINIMUM OF 24 MONTHS ONLY** shall be accepted. Unless otherwise in extraordinary / exceptional cases / situation, the Bank Guarantee with less than 24 months period shall not be considered, unless timely “Extension of Bank Guarantee” is submitted.
- iii. The Security Deposit shall be refunded on satisfactory execution of the orders, recovery of dues if any, and only after the expiry of the contract period.
- iv. No interest shall be paid either on EMD / SD on account of delay of refund.

26. E.M.D. WILL BE FORFEITED WHEN

- i. The Tenderer fails to sign the “Agreement Bond” in stipulated time for entering in to contract, once his / her rates are approved.
- ii. It comes to the knowledge of the Member Secretary that the Tenderer has produced and submitted fake / fabricated / wrong / false / contradictory / incorrect / misleading documents / affidavit.
- iii. The Tenderer does not allow authorized officers of to enter in to the manufacturing unit or in his / her premises for the purpose of inspection, prior to or after the rate approval.
- iv. The tender is rejected on the ground of giving any information or documents or affidavits which is / are fake / fabricated / wrong / false / contradictory / incorrect / misleading.
- v. The Member Secretary Finds reasonable ground to compensate the financial loss incurred to the government due to tenderer’s failure to comply any term and condition of this tender.

27. SECURITY DEPOSIT WILL BE FORFEITED WHEN

- i. The contract is terminated before the expiry of contract period on account of the reasons arising from the side of the supplier/tenderer.
- ii. The tenderer fails to do fabrication in accordance with the Terms and Conditions of the contract / tender.

- iii. The tenderer fails to submit extension of the Bank Guarantee (for Security Deposit) whenever it is asked to do so, especially when the Bank Guarantee is on the verge of expiry when the bank guarantee is required to be kept for an additional period for any reasons.
- iv. The tender is rejected on the ground of giving any information or documents or affidavits which is / are fake / fabricated / wrong / false / contradictory / incorrect / misleading.
- v. The Member Secretary finds reasonable grounds to compensate the financial loss incurred to the government due to tenderer's failure to comply any term and condition of this tender.

N.B.:- Failure to do work in accordance with the Terms and Conditions of contract / tender shall be decided by the Member Secretary.

28. INSPECTION :

- i. The Tenderer must state the place of inspection of the items offered as per the proforma enclosed.
- ii. The Tenderer shall bear all the expenditure of inspection as mentioned below.
- iii. The charges in case of inspection carried out by this office, shall not exceed 0.5% (half percent) of the total value of the items to be inspected, if the place of inspection is located in Gujarat State. If the place of inspection is located outside Gujarat State, then the inspection charges shall be at the rate of 1.0% (One per cent) of the total value of the items to be inspected.
- iv. Inspection charges shall be inclusive of traveling expenses as well as the daily allowances of the inspecting staff. Hence, inspection fees shall be charged as per actual expenditure, incurred by the inspecting staff or as per the actual amount to be worked out on the basis of percentages, whichever is less. The charges shall be recovered by the Member Secretary before final payment.
- v. In case of items of Small Scale Industry / Cottage Industry / Industrial Cooperatives, the inspection shall be carried out only at the premises of such units at tenderer's cost. In such case, the inspection call shall be given to the tenderer.

29. RECOVERY OF MONEY :

- i. Any monetary claim arising due to any of the Terms and Conditions of the tender / supply, including the difference arising due to risk purchase or loss, shall be recovered in the following manner :
 - (a) From any pending bills of the Tenderer.
 - (b) From any pending Security Deposit of the tenderer.
- ii. If the amount of recovery is not sufficient to meet the demand of risk purchase, the deficit amount shall be recovered as per "Land Revenue Dues" procedure.
- iii. Whenever, under this contract, any sum of money is recoverable from the Tenderer and payable to Member Secretary, either the Member Secretary or an officer authorized by him, shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit, paid by the Tenderer.
- iv. If the Security Deposit is insufficient with respect to amount to be recovered or if no Security Deposit has been taken from the Tenderer, then the balance (i.e. the deficit) of the total sum recoverable, as the case may be, shall be deducted from the sum, due to the Tenderer under this contract and still the remaining balance due, if any, shall be recovered as per the procedure of arrears of "Land Revenue Dues".
- v. Even after the "Land Revenue Dues" recovery is undertaken, and if the Tenderer at that time or at any

time afterwards, fails to deposit the sum due to the government, then further legal and penal actions shall be taken.

30. FALL CLAUSE :

- i. Attention of the Tenderer is invited to the Higher / Lower Price Certificate in which the Tenderer shall have to abide by the terms strictly in accordance with those, mentioned in Higher / Lower Price Certificate.
- ii. It must be distinctly understood that in case of supply to any institution / department at the price, lower than the contract price within the period specified in Higher / Lower Price Certificate, shall immediately invite reduction in the rates of the contract.
- iii. Breach of any clause of the Higher / Lower Price Certificate shall be viewed seriously and action shall be taken against the Tenderer which may include forfeiture of E.M.D. / Security Deposit, termination of contract and disqualification of the Tenderer from participating in future business at least for next consecutive 3 financial years and current financial year.
- iv. The Higher Price Lower Price Certificate shall be applicable to the items of QUANTITY PURCHASE TENDER ONLY and hence, provisions of the Higher Price Lower Price Certificate of this QUANTITY PURCHASE TENDER shall be applicable to the items of another such QUANTITY PURCHASE TENDER ONLY. Provisions of the Higher Price Lower Price Certificate of this QUANTITY PURCHASE TENDER (for specific time period) shall NOT be applicable to the items, approved under the RATE CONTRACT TENDER (on annual basis).
- v. Provisions of the Higher Price Lower Price Certificate shall be applicable only to the items with "Identical Specifications". "Identical Specifications" shall include (a) items with IDENTICAL QUANTITY to be purchased, (b) tenders with IDENTICAL TERMS AND CONDITIONS FOR SUPPLY / DELIVERY, (c) tenders with IDENTICAL TERMS AND CONDITIONS FOR PAYMENTS.

31. REPLACEMENT :

- i. The Fabrication work of any item which has been declared "not of standard Quality" shall be withdrawn from all the Indenting officers at Tenderer cost.
- ii. Replacement of the items supplied shall be asked irrespective of the fact that the payment procedure is completed and / or the contract period is over.
- iii. The replacement shall not entitle the Tenderer to claim new price and if the testing charges become payable to accept the replaced items, such charges will be payable by the Tenderer. Replacement shall have to be done by the tenderer for the items as per specifications given in the Tender document.

32. RISK PURCHASE :

- i. If the replacement or payment for the loss incurred to the government as specified earlier is not made by the Tenderer, the procedure for risk purchase shall be initiated by the Member Secretary without any further reference to or intimation to the tenderer.
- ii. In the event of risk purchase of the items of SIMILAR description, the opinion of the Member Secretary shall be final which shall be exercised by him only when items of exact specifications are not readily procurable.

33. TENDER LIABLE FOR REJECTION :

The tender is liable for rejection due to any of the reasons mentioned below:

- i. The relevant details/ documents are NOT SUBMITTED.
- ii. Tender Fee as well as EMD is not received along with Technical Supporting Documents.
- iii. Submitted Technical Supporting Documents are unsigned, not initialled or submitted with unauthorized corrections.
- iv. The Technical Supporting Documents along with cover of Tender Fee and EMD are not found duly closed and / or sealed.
- v. The Technical Supporting Documents and cover of Tender Fee and EMD are not submitted in separate two covers as per Terms and Conditions.
- vi. Non-payment of Tender Fee & / or E.M.D. if not exempted.
- vii. Valid documents for exemption of Tender Fee as well as EMD are not submitted in the designated covers, and at the same time it is also not paid along with submission.
- viii. Copies of submitted documents are not authenticated or legible.
- ix. Tendering firm is banned/debarred/blacklisted/deregistered for any of the previous consecutive three financial years as well as, on the last date of submission of the tender for current financial year by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- x. Tendering firm is blacklisted by any government institution all over India.
- xi. Conditional offers.
- xii. The Stamp Paper is not submitted as per statutory requirement.
- xiii. The entire tender shall be summarily rejected if it is found that either wrong / incorrect / misleading / fabricated / contradictory information is given or wrong / incorrect / misleading / contradictory affidavit / document(s) is (are) submitted or fabricated documents are given, and in such instance(s), the tendering firm shall be “debarred” and / or “blacklisted” from participating the tenders for forthcoming consecutive three financial years and current financial year. Moreover, such tendering firms shall be “debarred” and / or “blacklisted” from participating all the remaining tenders of the current financial year.
- xiv. If any attempt is made by the Tenderer to camouflage the material facts either in the Covering Letter or in any other document (including Check List, Various Proforma, and Affidavit etc.), the tender shall be rejected out rightly. If such attempt comes to the notice at any time after opening of the Technical Bid, the tender shall be rejected out rightly and the E.M.D. and / or S.D. shall be forfeited. Moreover, necessary legal and penal actions will be undertaken for such attempt.
- xv. Any reason found not fit by Member Secretary.

34. TERMINATION OF CONTRACT :

- i. If the Tenderer fails to complete fabrication work within the contracted period or in case the items are found not in accordance with the prescribed specifications, the Member Secretary shall exercise his discretionary powers either :

(a) To recover from the Tenderer as liquidated damage as under :

Sr. No.	Order up to	Minimum liquidated damages to be recovered for a delayed supply	Maximum liquidated damages to be recovered for a delayed supply
1	Rs. 1.00 lakh	0.5 % per week or the part thereof	10 %
2	Above Rs. 1.00 lakh	0.5 % per week or the part thereof	5 %

(b) To purchase from elsewhere on tenderer's cost and risk for the items so undelivered or other of a similar description without cancelling the contract in respect of consignment not yet due for delivery, or

(c) To cancel the contract.

- ii. In the event of action taken under clause 1 or 2 above, the Tenderer shall be liable to compensate for any loss incurred to the government which the Member Secretary may sustain on that account, but the Tenderer shall not be entitled to any saving on such purchases made against default.

35. BUSINESS NAME AND CONSTITUTION OF TENDERING FIRM :

- i. The tendering firms must submit "Certificate of Incorporation" if registered under "The Companies Act, 1956 (No. 1 of 1956) from competent authority of Registrar of Companies.
- ii. If there is change in the name of the company, the tendering firms must submit "Certificate of Change of Name" under "The Companies Act, 1956 (Section 23) from competent authority of Registrar of Companies, provided that the tendering firm is registered under "The Companies Act, 1956 (No. 1 of 1956).
- iii. The Tenderer must give following details regarding registration of the tendering firm in the prescribed proforma as decided & issued by competent authority of registration
- (a) The Indian Companies Act, 1956.
- (b) The Indian Partnership Act, 1932.
- (c) Proprietary Concern.
- iv. Full name, age, sex etc. of the proprietors / partners ... etc shall be shown in the tender as per the enclosed proforma.
- v. Documents related to Merger / Acquisition / Takeover / Joint Venture / Public Private Partnership etc. must be submitted.

36. INSERTPAGE NUMBERS :

- i. In order to ascertain exact number of documents, enclosed by the tenderer, the tenderer shall have to insert page numbers 'serially' to BOTH THE SIDES of the documents enclosed by them, along with the Technical Bid as described in Part-II of Tender document. If one side of the document is 'blank', then also the page number shall have to be inserted on the 'blank' side also.
- ii. The page numbers shall be mentioned correctly in the respective columns of the "Check List".

37. DEBARRING :

- i. If any Tenderer withdraws his tender at any time after opening of sealed tenders on any plea, or offers to modify any rate by himself, without any request from GGVB to do so especially in case of reduction of rates, the request of such tenders will not be considered under any circumstances and Earnest Money Deposit and / or Security Deposit of such tendering firm will be forfeited. Besides, such Tenderer will be debarred from participating in the tenders of GGVB for a minimum period of next consecutive three financial years and current financial year.
- ii. The Member Secretary, GGVB is empowered to resort to punitive actions ranging from recovering of losses, debarring the Tenderer and / or black listing the tendering firm for violation of the Terms and Conditions.

38. NEGOTIATION:

- i. The Tenderer shall be informed separately in case the need of Negotiation arises.
- ii. Negotiation, if needed, shall be carried out with the "L-1 tenderer ONLY", i.e., one whose "evaluated" rates are lowest among all the "eligible" tenderers, whose Commercial Bids are opened.
- iii. Negotiation shall be carried out in a manner found deemed fit by the Member Secretary.
- iv. In case of Price Negotiation, the tenderer or his authorized representative fully authorized to take "on the spot decision" on behalf of the tendering firm, must remain present on stipulated time, date and place along with an Authority Letter as per Proforma No. 32, enclosed at Part-IV of the tender document. It is clarified here that this document is not required to be submitted at the time of submission of the tender. This document shall be required to be PRODUCED at the time of PRICE NEGOTIATION, when called for.
- v. Rates, once offered after negotiation, shall not be withdrawn or taken back, else the EMD for the item for which negotiation has been carried out, shall be forfeited. In such cases, if the tenderer belongs to MSME category, suitable actions shall be recommended to the concerned (1) "MSME Registration Authority" or (2) to concern "District Industry Center" or (3) to the C.S.P.O. to initiate cancellation of his registration as MSME.

39. In the event of any discrepancy / contradiction among (1) General Instructions and / or (2) General Terms and Conditions and / or (3) Special Terms and Conditions, the "Special Terms and Conditions" shall have the overriding effect over the "General Instructions" and / or "General Terms and Conditions".

40. All the APPLICABLE PROFORMA shall have to be duly filled in, signed and stamped properly as per its mode of their submission.

41. EMD can be paid in the form of BANK GUARANTEE. The format of BANK GUARANTEE, prescribed by the concerned bank, shall be considered as valid.

42. For the Proforma No. 27, the CONCERNED TENDERERS are required to submit the DETAILS OF PAST Experience for ANY ONE YEAR OF THE LAST TWO PRECEEDING FINANCIAL YEARS.

43. Tender documents once submitted, shall not be returned back to the tenderer for want of any change / addition / alteration / modification / verification / any purpose or intention, unless the CORRIGENDUM is issued during the period of physical submission of the tender documents.

44. Attested copy of the C. A. Certificate of the tenderer FOR THE TURN OVER DETAILS shall also be submitted, in cases where the tender is filed by the tenderer, who himself is not a manufacturer.
45. Demand Draft / Banker's Cheque / Pay Order are generally issued for the validity of 3 months only. If required, the tenderer shall PROACTIVELY replace the expired Demand Draft / Banker's Cheque / Pay Order with the new one with another 3 months' validity.
46. In case wherein the tender is not filed by the manufacturer, but is filed by Dealer / Distributor / Agent, it is desired that the tenderer should submit "Manufacturing License of the Manufacturer", issued by the competent authority (such as District Industries Center), and accordingly, the same may be mentioned in the CHECK LIST. However, it is clarified that non-submission of the "Manufacturing License of the Manufacturer" in this case, SHALL NOT form the basis for rejection of the tender.
47. **This tender of the GGVB, is of the SPECIFIC PURCHASE (and not of the Rate Contract), hence the Terms & Conditions of the RATE CONTRACT TENDER as well as Rate(s) approved thereon being different for the IDENTICLE ITEMS, shall not be treated as COMPARABLE in context to provisions of the HIGHER PRICE LOWER PRICE CERTIFICATE.**
48. **Once the tender is published, amendment, if any, in the published tender "as such" is not possible. Amendment is possible only by way of issuing a newspaper advertisement CORRIGENDUM. It is, therefore, in order to clear such confusions, it is hereby clarified and informed that once the CORRIGENDUM is issued (especially in relation to the COMMERCIAL BID), the tender shall be READ, UNDERSTOOD, INTERPRETED AND IMPLEMENTED BY THE TENDERERS IN THE LIGHT OF THE ISSUED CORRIGENDUM. Moreover, in the same way, the tender shall be READ, UNDERSTOOD, INTERPRETED, IMPLEMENTED AND PROCESSED BY THE Member Secretary, GGVB or ANY OTHER PERSON / COMMITTEE AUTHORISED BY HIM.**
49. If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, false information, misleading information, fabricated documents etc., the tenderer has to submit the complaint before the date of opening of the commercial bid on Non-Judicial Stamp Paper of Rs. 100=00 with an undertaking to provide truthful information with all documentary evidences. The facts relating to all such complaints as well as action taken there of shall be produced before the respective purchase committee for its consideration.

50. SCRAPPING OF THE TENDER:

In the event of Scrapping the tender (at any stage), due to any reason(s) whatsoever, the tender fee (if already paid) shall, neither be refunded nor be adjusted/remitted against any subsequent/future tender for the purchase of same item(s)/same kind of item(s)/any other item(s).

51. JURISDICTION :

All legal complications or suits, if any sought on these transactions shall be limited to any competent court of law within the jurisdiction of Hon'ble High Court of Gujarat only.

INSTRUCTIONS FOR COVER STICKERS

1. It is not compulsory for the tenderers to use these stickers, still however, it is advisable to use these stickers for the purpose of uniformity. Tenderers are at liberty to write / imprint the covers by the method of their choice.
2. The tenderers are requested to get print out of these COVER STICKERS.
3. The COVER STICKERS can be printed on SIMPLE PAPER or on ADHESIVE STICKER SHEET.
4. If you take print on SIMPLE PAPER, you need to apply GUM or ADHESIVE MATERIAL to paste the COVER STICKERS on the covers.
5. If you take print on ADHESIVE PAPER, you need not apply GUM or ADHESIVE MATERIAL to paste the COVER STICKERS on the covers. You can separate the ADHESIVE STICKER from the paper sheet and apply it on the covers.
6. Please ensure that you have put respective documents in the respective covers only and then you have sealed the covers. Please do not intermingle the covers and the documents.
7. You shall be solely responsible, if you put wrong documents in wrong covers, or you paste wrong stickers.
8. Tenderers are requested to mention their detail address under the heading "FROM" on the COVER STICKERS.
9. PLEASE USE FOLLOWING SIZE COVERS TO PUT IN YOUR DOCUMENTS TO SAFEGUARD THEM PROPERLY :

Sr. No.	Cover	Minimum Size (in inch) (Length x Width)
1	MAIN COVER	15" x 12"
2	COVER NO. 1: TENDER FEE, EMD AND CHECKLIST PART-I	12" x 9"
3	COVER NO. 2: TECHNICAL SUPPORTING DOCUMENTS AND CHECKLIST PART-II	13" x 10"
4	COVER NO. 3: COMMERCIAL BID	12" x 9"

Tender No.

(NOT TO BE WRITTEN BY THE TENDERER)

By R.P.A.D. / Speed Post / Courier / Hand Delivery

MAIN COVER

Fabrication of Exhibition Van

Tender ID : 1

FROM :-

To

**Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
2nd floor, Block No.-7,
Dr. Jivaraj Mehta Bhavan,
Gandhinagar
Gujarat State
Telephone No. 079-23256327**

Please SUBMIT COVER NO. 1 , 2 & 3 IN THIS COVER ONLY.

Note : Tender documents once submitted physically, shall not be returned back to the tenderer for want of any change / addition / alteration / modification / verification / any purpose or intention, unless the CORRIGENDUM is issued during the period of physical submission of the tender documents.

PLEASE KEEP THIS SEALED COVER IN THE "MAIN COVER"

COVER NO. 1 : TENDER FEE, EMD & CHECK LIST PART-I

Fabrication of Exhibition Van

Tender ID : 1

FROM :-

To

**Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
2nd floor, Block No.-7,
Dr.Jivaraj Mehta Bhavan,
Gandhinagar
Gujarat State
Telephone No. 079-23256327**

Please SUBMIT CHECK LIST PART-I, DULY FILLED, SIGNED AND STAMPED in this cover ONLY.

Note : Tender documents once submitted physically, shall not be returned back to the tenderer for want of any change / addition / alteration / modification / verification / any purpose or intention, unless the CORRIGENDUM is issued during the period of physical submission of the tender documents.

PLEASE KEEP THIS SEALED COVER IN THE "MAIN COVER"

COVER NO. 2 : TECHNICAL SUPPORTING DOCUMENTS & CHECK LIST PART-II

Fabrication of Exhibition Van

Tender ID : 1

FROM :-

To

**Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
2nd floor, Block No.-7,
Dr.Jivaraj Mehta Bhavan,
Gandhinagar
Gujarat State
Telephone No. 079-23256327**

Please SUBMIT CHECK LIST PART-II, DULY FILLED, SIGNED AND STAMPED in this cover ONLY.

Note : Tender documents once submitted physically, shall not be returned back to the tenderer for want of any change / addition / alteration / modification / verification / any purpose or intention, unless the CORRIGENDUM is issued during the period of physical submission of the tender documents.

PLEASE KEEP THIS SEALED COVER IN THE "MAIN COVER"

COVER NO. 3 : Commercial Bid

Fabrication of Exhibition Van

Tender ID : 1

FROM :-

To

**Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
2nd floor, Block No.-7,
Dr.Jivaraj Mehta Bhavan,
Gandhinagar
Gujarat State
Telephone No. 079-23256327**

Please SUBMIT COMMERCIAL BID DULY FILLED, SIGNED AND STAMPED in this cover ONLY.

Note : Tender documents once submitted physically, shall not be returned back to the tenderer for want of any change / addition / alteration / modification / verification / any purpose or intention, unless the CORRIGENDUM is issued during the period of physical submission of the tender documents.

TENDER ID

1

PART : II

Special Terms and Conditions

Fabrication of Exhibition Van

FOR THE YEAR 2018-19

By

Member Secretary

Cum

Joint Director of Animal Husbandry,

Gauseva and Gauchar Vikas Board,

Gandhinagar

Gujarat State

Telephone No. 079-29256327

email gauseva.gov@gmail.com

-: PLEASE NOTE :-

THIS PART-II IS NOT TO BE SUBMITTED PHYSICALLY

THIS IS ONLY FOR YOUR REFERNCE

SPECIAL TERMS AND CONDITIONS FOR FABRICATION OF EXHIBITION VAN

1. ELIGIBILITY

- a.) The Tenderer having minimum 3 years of experience of similar nature of work, as on last date of submission of the tender for the work mentioned in the tender form, are eligible to participate the tender.
- b.) All the tenderers shall be required to submit the Certified Copy of Chartered Accountant Certificate for Manufacturing & Sales Data.
- c.) All the tenderers (Manufacturers / Authorized dealers / Distributors) shall be required to submit the Affidavit of Manufacturing & Sales Data and Turnover.
- d.) The work shall be as per the specifications, mentioned in this Tender document.
- e.) Details of Past experience shall be submitted in the prescribed Proforma **No. 27**

b.) GENERAL INSTRUCTIONS

A) Technical bid

- a) No modification should be done by the tenderer in the name of item, and in the specifications / grade / quality of the item given in the enquiry document. In Technical Bid, all information asked / required including specification available in offered models should be mentioned clearly. Additional specifications / features if any available in the offered models shall be provided in additional sheet.
- b) In case any item is required as an essential accessory for operating the equipment, it must be mentioned clearly in technical bid and its rate must be included in the rates for the equipment in commercial bid. If no mention of such essential accessories is made in technical bid, it will be presumed that the cost of essential accessories is included in commercial bid and no separate payment for the same will be made thereafter under any circumstances.
- c) If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The offered product price 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.

- d)** No conditional offer will be accepted. Offer 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.
- If during Technical scrutiny, it comes to the notice of experts' committee that the literature submitted by the bidders does not reflect one or more parameters sought in specifications, the committee shall resort to following course of action: The bidder would have to demonstrate the said product before the expert committee including each and every aspect of specifications and particularly the specifications sought which are not reflected in literature. The said demonstration would be video graphed. A Soft copy of the said Videography should be sealed and signed by the expert committee and submitted to Member Secretary, GGVB along with TS/Demo report. The cost of such Videography would be borne by the bidder.
 - The bidder would have to submit undertaking in form of affidavit that quoted product contain specifications sought in totality and all parameters of specifications would be available in the quoted model to be supplied, if his product will be accepted.
 - Failing above, the Technical Scrutiny committee can reject the said bid.
- e)** All the Electrical cables are to of minimum 04 mm diameter IS marked cable only. The switches and sockets are to be of IS mark. All female sockets are to be 05 pin 06 amp. All the Electrical cabling are to be done in such a way that it will be easily repairable.
- f)** Minor changes may be recommended by GGVB with the dimension, material and installations specified. The selected tenderer must obtain written approval recommended from GGVB technical team before implementation of provisioned for such changes by the tenderer.
- g)** 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 2 years without any further reference.
- h)** The technical scrutiny will be carried out by a committee of experts or which may also include demonstration / sample testing and the report of the Member Secretary shall be final and binding upon the tenderer, however, Member Secretary, GGVB reserves the right to undertake re-technical scrutiny and re-demonstration of the equipment as and when required as per the merits of the case. 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.

B) Commercial bid

- a) Vehicle in which fabrication is intended shall be handed over to the Tenderer, from office of Member Secretary, Gauseva and Gauchar Vikas Board, Gandhinagar.
- b) Vehicles shall be handed over to successful Tenderer as per the schedule decided mutually by Tenderer and indenting officer at tenderer's risks. After the vehicle is handed over, it's tenderer's responsibility for any kind of losses like theft, damage, Accident etc. of vehicles.
- c) Tenderer shall have to carry out and complete the Fabricate of the Vehicles as per Layout/Design given for fabrication.
- d) The work shall be furnished within 30 days from the date, van for fabrication handed over to tenderer.
- e) The rates quoted should be F.O.R. delivery with installation on per unit basis mentioned in the tender enquiry document and should be comprehensive commissioning, testing, inspection, start up and validation incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document.
- f) In Commercial Bid, the tenderer must quote the rate in the prescribed columns along with details of applicable taxes & GST. (cGST, sGST, iGST)
- g) The Bid is intended to procure material as per specification in Part-III. The scope of Vendor would be to comply with the enclosed URS Plan, supply, execute commission & validate the system as per URS with Factory Acceptance Test (FAT) and Site Acceptance Test (SAT).
- h) Quote for the unit against the URS, along with all options. The price to include all spare parts; documentation; packing; freight charges; start-up & commissioning; complete qualification package (DQ, IQ, OQ and PQ) and training and charges whatsoever required completing the task in all respects to ensure the equipment operation is in accordance with the requirements of design documents.
- i) The rates shown in Commercial Bid shall be presumed, in all cases, as the net price inclusive of all duties and sundries. No payment against any duty / delivery charges etc., will be considered under any separate heading under any circumstances.

c.) SUPPLY

- a) The tenderer shall have to submit "Product Literature" to the Gauseva and Gauchar Vikas Board along with the supplied Items.

d.) PAYMENT TERMS

The terms of payment will be as follows

- 1) No advance payment
- 2) Payment done after successful completion of Fabrication of Exhibition Van

e.) WARRANTY/ GUARANTEE

- a) Period of warranty shall be minimum 12 months from date of Delivery of Fabricated Van.
- b) Trouble free performance of the equipment for a minimum period of 12 months from the date of delivery of Fabricated Van should be guaranteed. Any defect intimated should be attended to and rectified within 7 days of receipt of such communication within guarantee period. The guarantee shall include cost of spares and labour.
- c) The Acceptance of Tender (A.T.) holder Shall be subjected to the following warranty clauses “that the equipments sold to the buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained / mentioned in the acceptance of tender and the contractor / seller hereby guarantees that the said equipments would continue to confirm to the description and quality aforesaid for period of 12 months from the date of Delivery of Fabricated Van and that, if during the aforesaid period of 12 months the said equipments be discovered not to confirm to the description and quality aforesaid or by reiterated and decision of the GGVB in that regard will be final and conclusive and the GGVB will be entitled to reject equipments or such portion thereof as may be discovered not to confirm the said description and quality. On such rejection equipments will be at the tenderer’s risk and all the provisions herein contained relating to condition of goods etc., shall apply. Tenderer shall, if so called upon to replace within a period of month of such further period as may be extended from time to time by the GGVB in its discretion on an application made thereof by the tenderer, the equipments or such portion thereof as is rejected by the GGVB and in such an event above mentioned warranty period shall apply to the equipments replaced from the date of the replacement there forth otherwise the tenderer shall pay to the GGVB such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

f.) OPERATIONAL ACCEPTANCE

- a)** Performance Test: The performance test shall be conducted by the tenderer during the commissioning of the facilities to ascertain whether the facilities can attain the functional guarantees.
- b)** Operational Acceptance: Operational Acceptance shall occur in respect of the facilities when the performance test has been successfully completed and the functional performance is met.

TENDER ID	1
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PART : III

Specifications

Fabrication of Exhibition Van

FOR THE YEAR 2018-19

By

Member Secretary cum Joint Director of Animal Husbandry

Gauseva and Gauchar Vikas Board,

Gandhinagar

Gujarat State

Telephone No. 079-29256327

email gauseva.gov@gmail.com

-: PLEASE NOTE :-

THIS <u>PART-III</u> IS <u>TO BE SUBMITTED</u> PHYSICALLY IN COVER III

Specification for Fabrication of Exhibition Van

Item Code	Item Name	User Specific Requirements	Quantity	Estimated Amount without Tax (Rs.)	EMD @ 3 % Estimated Amount (Rs.)
(1)	(2)	(3)	(4)	(6)	(7)
1	Flooring	Homogeneous joint free vinyl flooring with water proof ply-board.	1nos	Rs. 450,000/-	Rs. 13,500/-
2	Interior	Interior paneling fabricated with seamless Joint free Fiber Reinforced Plastic 4 mm thickness.	1nos		
3		Interior painting with anti Bacteria Polyurethane paint Heavy duty thermal insulation to provide better temperature control	1nos		
4		Roof Mounted stainless steel hand support rail with 2 No`s of strap Handles.	1nos		
5		Grab rail on rear entry door for easy access.	1nos		
6		Two side presentation board use in outside storage for inner side	2nos		
7		Upper side we have design for LED TV 42" penal for you have not use so band for upper roof lock.	1nos		
8		Digital Clock fixed in cabin.	1nos		
9		42" LED remote controlled TV (slim LED, Full HD, 1920X1080, having USB, HDMI port on side, easy and hassle free connectivity to external speakers.	1nos		
Electrical work					
10	Electrical 220 Volt	Tube lights 220 V AC –	05nos		
11		5 amp sockets – (Crabtree/Legarand/ Anchore make)	1nos		
12		Inverter (Luminous make or equivalent) of 1kv capacity & facility for charging form both -220 V AC & Vehicle alternator.	1nos		
13		Charging socket for Inverter form 220 V AC . With 5 meters of charging lead.	1nos		
14	Electrical 12 Volt	Electrical (3Tone) and public address system	1nos		
15		Fans 200mm diameter	2nos		
16		Interior Spot Lights 12V DC – 2 No`s	2nos		
17	Exterior Design	Customized External Graphics with name, address & logo etc as per design provided to you to whole body for force traveler done as per Design. Front Side-GGVB logo Rear Side- on Glass- GGVB logo Both Side-Behind driver Cabin Part having size 14"(W) X 103"(L)	6nos		

Disclaimer: The specifications above said are User specific requirements and shall be finalized once design is submitted by successful bidder and subsequently approved by the Institute.

TENDER ID : 1

PART : IV

Prescribed Proforma

Fabrication of Exhibition Van

FOR THE YEAR 2018-19

By

**Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
Gandhinagar
Gujarat State
Telephone No. 079-29256327
email gauseva.gov@gmail.com**

-: PLEASE NOTE :-

**THIS PART-IV IS NOT TO BE SUBMITTED PHYSICALLY
THIS IS ONLY FOR YOUR REFERENCE**

KIND ATTENTION

- **This PART-IV contains PRESCRIBED Proforma.**
- **Which Proforma is compulsory / applicable is clearly mentioned in Part-V : CHECK LIST.**
- **Hence, please refer and understand Part-V first, and then fill up necessary details in them and submit COMPULSORY/APPLICABLE PROFORMA.**
- **These Proforma need not be submitted “as such”, without being filled up.**

COVERING LETTER FOR TENDER FEE AND EMD

(To be Submitted **IN ORIGINAL** by the Tenderer on his Printed Letter Head Only)

(To be put in "Tender Fee and E.M.D." Cover only)

No. _____

Date : _____

To,

SUB : **SUBMISSION OF TENDERFEE and E.M.D. FOR _____ FOR THE YEAR 2018-19.**

Sir,

1. Please find enclosed the instrument of Tender Fee payment for the purchase of items, pertaining to this tender with an amount of Tender Fee : Rs..... (In words) (Rupeesonly). The details of same has been submitted online in prescribed Proforma.
2. Also find the instrument of total EMD as Number Dated..... for the amount of Rs..... for the tender. The Details of same has been submitted online in prescribed Proforma.
3. We need not enclose instrument of Tender Fee as well as E.M.D. payment, hence, please find enclosed documents for exemption of tender fee and EMD. The Details of same has been submitted online in prescribed Proforma.
4. Please also find enclosed the "Affidavit of **Continuation of Micro / Small / Medium Enterprise Industrial units**" on Rs. 100=00 Stamp Paper.
5. I/we clearly understand that failure to enclose instrument of "Tender Fee and E.M.D. payment" or failure to enclose "valid documents for Tender Fee and E.M.D. exemption" shall constitute "on the spot" rejection of the tender as per the Terms and Conditions of the tender.
6. I/we also understand that enclosing documents pertaining to "Tender Fee and E.M.D. payment" or " valid document for Tender Fee and E.M.D. exemption" elsewhere, other than in " Tender Fee and E.M.D. Cover", shall also constitute "on the spot" rejection of the tender.

Place :

Stamp & Signature of the Tenderer

Date :

Encl : Please "Tick Mark" to following(s) which is/are applicable :-

1. Demand Draft / Banker's Cheque / Pay Order for Tender Fee. **Y / N**
2. Demand Draft / Banker's Cheque / Pay Order / Bank Guarantee / for EMD **Y / N**
3. C.S.P.O. / N.S.I.C. / D.G.S.& D. Registration Certificate. **Y / N**
4. Registration Certificate of Micro or Small Enterprise / K.V.I.D.C. / G.S.S.I.D.C. / N.S.I.D.C. / Cottage Industry **Y / N**
5. Affidavit of Continuation of Micro or Small Enterprise on Rs. 100=00 Stamp Paper duly notarized. **Y / N**

DETAILS OF TENDER FEE

1. Tender Fee Details :-

- a. Name of Tenderer : _____
 b. Amount of Tender Fee : _____

2. Details of Instrument of Tender Fee :-

Sr. No.	Particulars	Number	Date	Amount (Rs.)	Validity Date / Date of Expiry	Bank's Detail				
						Name of Bank	Name of Branch	Place	Phone Number with STD Code	Fax Number with STD Code
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Demand Draft									
2	Bankers Cheque									
3	Pay Order									

3. Tender Fee Exemption Details :-

Sr. No.	Particulars of certificate for	Requirement Criteria	Document Enclosed? Yes / No / N.A.	Registration Number and Date	Issuing Authority	Valid up to (please mention here date)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	C.S.P.O. Registration	Any one of these is compulsory for Tender Fee exemption				
	N.S.I.C. Registration					
	D.G.S.&D. Registration					
2	Cottage /Micro / Small Enterprise	Any one of as mentioned in the Gujarat State Purchase Policy 2016 is compulsory for Tender Fee exemption				
	K.V.I.D.C. Registration					
	G.S.S.I.D.C. Registration					
	N.S.I.D.C. Registration					
	Cottage Industry Registration					
	Others (as mentioned in the Gujarat State Purchase Policy 2016)					

- Please also find enclosed the "Affidavit of Continuation of Micro or Small Enterprise" on Rs. 100=00 Stamp Paper.
- I/we clearly understand that failure to enclose instrument of "Tender Fee payment" or failure to enclose "valid documents for Tender Fee exemption" shall constitute "on the spot" rejection of the tender as per the Terms and Conditions of the tender. I/we also understand that enclosing documents pertaining to "Tender Fee payment" or "Tender Fee exemption" elsewhere, other than in "Tender Fee and E.M.D. Cover", shall also constitute "on the spot" rejection of the tender.

DETAILS OF EMD

1. Details of EMD & Instrument for EMD :-

Sr. No.	Particulars	Number	Date	Amount (Rs.)	Validity Date / Date of Expiry	Bank's Detail				
						Name of Bank	Name of Branch	Place	Phone Number with STD Code	Fax Number with STD Code
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Demand Draft									
2	Bankers Cheque									
3	Pay Order									
4	Bank Guarantee									

2. EMD Exemption Details

Sr. No.	Particulars of certificate for	Requirement Criteria	Document Enclosed? Yes / No / N.A.	Registration Number and Date	Issuing Authority	Valid up to (please mention here date)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	C.S.P.O. Registration	Any one of these is compulsory for E.M.D. exemption				
	N.S.I.C. Registration					
	D.G.S.&D. Registration					
2	Cottage /Micro / Small Enterprise	Any one of as mentioned in the Gujarat State Purchase Policy 2016 is compulsory for Tender Fee exemption				
	K.V.I.D.C. Registration					
	G.S.S.I.D.C. Registration					
	N.S.I.D.C. Registration					
	Cottage Industry Registration					
	Others (as mentioned in the Gujarat State Purchase Policy 2016)					

- Please also find enclosed the "Affidavit of Continuation of Micro or Small Enterprise" on Rs. 100=00 Stamp Paper.
- I/we clearly understand that failure to enclose instrument of "E.M.D. payment" or failure to enclose "valid documents for E.M.D. exemption" shall constitute "on the spot" rejection of the tender as per the Terms and Conditions of the tender. I/we also understand that enclosing documents pertaining to E.M.D. payment" or "Tender Fee and E.M.D. exemption" elsewhere, other than in "Tender Fee and E.M.D. Cover", shall also constitute "on the spot" rejection of the tender.

**AFFIDAVIT OF CONTINUATION OF MICRO / SMALL /
MEDIUM ENTERPRISE INDUSTRIAL UNITS (MSME)**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/
Notary public)

**(This Affidavit must be kept in the cover of "Tender Fee & E.M.D.", if the tenderer
wants to avail the benefits of "Micro / Small / Medium Enterprise Industrial units.")**

I _____, age _____ years residing at _____ in capacity
of _____ M/s _____ hereby solemnly affirm
that

1. M/s. _____ possesses the
Entrepreneurs Memorandum Number _____ issued on Date: _____ for
Micro or Small Enterprise Industrial Unit. and is permitted to use the same on the last date of submission of
the tender.
2. M/s. _____ is still functioning as the Micro or Small Enterprise Industrial Unit
within the definition lay down by the State Government and has not ceased to be Micro or Small Enterprise
Industrial Unit as on the last date of submission of the tender.
3. If M/s. _____ ceases to be Micro or Small Enterprise Industrial Unit at any time
after submission of the tender, I shall immediately inform to The **Member Secretary, GGVB.**
4. I/we hereby affirm that benefit of Women MSME as mentioned in Gujarat State purchase policy -2016(As
mentioned in Tender Document Part-I, Part-B -General Terms and Conditions no. 22(ii)) is applicable to me.
(Yes/No.)
5. I know that I shall be liable to be convicted for providing wrong / false information in the tender.
6. I understand that giving wrong information on oath amounts to forgery and perjury, and I am aware of the
consequences thereof.
7. Whatever stated above is true and correct to the best of my knowledge and belief.

Place :

Stamp & Signature of the Tenderer

Date :

(Signature and Seal of the Notary)

**DETAILS OF ENTREPRENEUR'S MEMORANDUM (EM) FOR MICRO
OR SMALL OR MEDIUM ENTERPRISE (MSME)**

Item Code	Entrepreneur's Memorandum issued in the Name of	Entrepreneur's Memorandum Number	Date of Issue
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

AUTHORITY LETTER FOR TENDER FEE & EMD EXEMPTION

(On MSME Unit's Letter Head , To be submitted IN ORIGINAL) *

We _____, registered as MSME Unit with District Industry Center (D.I.C.) , having manufacturing unit at _____, Taluka _____, District _____, hereby authorize M/s _____ to provide on behalf of us in Tender Enquiry No. _____, due on _____ of GGVB, Gandhinagar for the fabrication of Van under this Tender Form. They are our Authorised Dealer / Holder of Authority Letter for this Tender Enquiry. We undertake to fabrication of Van mentioned in Tender Enquiry. Our particulars are as under :

1	Name and Address of the MSME Unit							
2	Name of Proprietor / Partner / Managing Director							
3	Telephone No.		()					
4	Fax No.		()					
5	MSME Registration Number (Please enclose attested copy of Regi. No.)							
6	C.S.P.O. / N.S.I.C. / D.G.S.& D. Registration Number (Please enclose attested copy of Regi. No.)							
7	Item(s) of Manufacture							
8	Details of Turnover of last two years (as per Balance-Sheet)							
	Sr. No.	Year	Turnover		Production Capacity		Production	
			Quantity	Value (Rs.)	Quantity	Value (Rs.)	Quantity	Value (Rs.)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1	2016-17						
2	2017-18							
8.	(a) Production for the items of Tender Enquiry							
	(b) Production for the entire range							

Date :

Place :

Signature :

**Name of Proprietor / Partner /
Managing Director of the MSME Unit**

- In case wherein the tenderer himself / herself is not a MSME Unit , this certificate is to be submitted for each institution of which the rates are quoted

COVERING LETTER FOR TECHNICAL SUPPORTING DOCUMENTS

(To be Submitted IN ORIGINAL by the Tenderer on his Printed Letter Head Only)

No. _____

Date : _____

To,

SUB : SUBMISSION OF TECHNICAL BID FOR _____ **FOR THE**
YEAR 2018-19.

Sir,

1. I / we enclose the Technical Supporting Documents duly signed for this tender. Necessary documents as shown in Check List are enclosed herewith (in the order in which they are mentioned). The rates quoted against each item are inclusive of all taxes but excluding GST.
2. I / we have carefully read and understood the Terms and the Conditions stated in the tender form and I / we shall abide by all these Terms and Conditions.
3. I / we hereby undertake to supply the goods to the Indenting Officers as per the terms of the Acceptance of Tender
4. I / we solemnly state that the copies of the certificates/ documents attached herewith are authentic true copies of the original certificates / documents which are self attested and I / we undertake to produce 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 of the letter of Agreement if my / our offer is accepted.
5. I / we solemnly state that I / we are in possession of the requisite licenses / permits required for the manufacturing of the items and further solemnly state that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I / we also solemnly state that I / we have not been Black Listed / Debarred / stopped for the items quoted in the Tender Enquiry by any government department / organization / undertaking in India.
6. I / we also take cognizance of the fact that in the event of furnishing misleading information to you or any other direct Indenting Officer or failure to comply with any contractual requirement laid down by them will be considered as a disqualification and other penal actions shall be undertaken against me / us.
7. The necessary certificates / documents as shown in Annexure 1 are submitted hereby with this Technical Bid.

Thanking you,

Yours faithfully,

(Signature and Stamp of Tenderer)

- Encl:** 1. Technical Bid (All the Formats / Proforma)
2. Certificates / Documents as per Check list

**AFFIDAVIT OF UNDERTAKING FOR CERTIFICATES & DOCUMENTS,
DETAILS OF AUTHORIZED SIGNATORY FOR TENDER DOCUMENTS AND
CORRESPONDENCE DETAILS**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/
Notary public)

I/We, _____, age _____ years, residing at _____
_____ in capacity of _____ (designation) of
M/s. _____ hereby solemnly affirm that

1. All the General Instructions, General Terms and Conditions, Special Terms & Conditions laid down on all the pages of the Tender Form have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. I have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
(1)	(2)
1	
2	
3	
.	
.	
.	
onwards	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. It is clearly and distinctly understood by me/us that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I/we further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6. I/we also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
7. My firm has not been banned/debarred/blacklisted/deregistered for any of the previous consecutive three financial years as well as on the last date of online submission of tender for the current financial year by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
8. I/we confirm that I/we have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.
9. The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

10. I/we say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____
[Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].
11. I/We understand that giving wrong/incorrect/false/misleading information on oath amounts to forgery and perjury and shall attract relevant provisions of the Indian Penal Code, 1960(as amended from time to time), and I/We am/are aware of the consequences thereof, In case any information provided by me/us are found to be false or wrong or misleading or incorrect, the **Member Secretary, GGVB** shall have right to reject my/our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In such event, the **Member Secretary, GGVB** reserves the right to take legal action on me/us.
12. I/ We have physically signed and stamped all the above documents along with copy of tender documents (page no. _____ to_____).
13. I/ We hereby confirm that quotation for fabrication of Van meet or exceed the requirement and are absolutely complement with specifications mentioned in the bid document.
14. My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and/or its Board/Corporation, against our company, as well as no any court matter is pending in relation to tender matter.
15. I/ We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
16. In case of breach of any tender terms and conditions or deviation from bid specifications other than already specified as mentioned above, the decision of **Member Secretary, GGVB** to this regard shall be conclusive, final and abiding to me/us and shall be acceptable to me/us .

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp and Sign of Tenderer

Place:

(Signature and Seal of the Notary)

AFFIDAVIT OF DETAILS OF MANUFACTURING AND SALE DATA AND TURN OVER

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/Notary Public)

1. I _____, age ____ years, residing at _____
_____ in capacity of _____ M/s. _____
_____ hereby solemnly affirm that M/s. _____
_____ has, during last three years Fabrication quantity, Fabrication value as detailed in
following **table***):

Sr. No.	Fabrication Date of the First Batch	Fabrication of the First Batch	Fabrication during last three years			Fabrication value for last three years (in Rs. Lakh)		
			2015-16	2016-17	2017-18	2015-16	2016-17	2017-18

2. On the basis of the above facts and figures, M/s. _____
has Fabricated Van for the period of at least ____ year/s prior to the **last date of submission of the tender document.**
3. I understand that the item shall be rejected if the requisite fabrication of Van experience is less than 3 years (unless specifically exempted for the items specified under the Terms & Conditions of "Eligibility").
4. I hereby confirm that the information given for the Item is exactly for the specifications required in the Technical Bid.
5. I hereby also confirm that the copy of C.A. certificate showing the year wise turnover for last three years of this firm is enclosed herewith.
6. I understand that giving wrong information on oath amounts to forgery and perjury, and I am aware of the consequences thereof.

Whatever stated above is true and correct to the best of my knowledge and belief.

Place :

Stamp & Signature of the Tenderer

Date :

(Signature and Seal of the Notary)

**UNDERTAKING OF HIGHER PRICE / LOWER PRICE
CERTIFICATE**

[Reference: General Terms and Conditions No. 34 (i) to 34 (v)]

(To be submitted IN ORIGINAL on Tenderer's Letter Head Only)

I _____, age _____ years residing at _____
_____ in capacity of _____
M/s _____ hereby solemnly affirm that

1. I / we _____ hereby certify that the prices quoted by me/us in Tender No. _____ are not higher than the prices :
(a) charged by us to any institutional supplies **anywhere in Gujarat State;**
(b) allowed under D.P.C.O. for institutional supplies (where applicable) **anywhere in Gujarat State**
2. I / we further certify that I / we have **not supplied** for any item **quoted by me / us** in Tender No. _____ at prices lower than those supplied for the items with **Identical Specifications** to any Government / Semi Government / Public / Charitable Trust / Organization / Institution **anywhere in Gujarat State** within the period of **30 days** preceding the last date of submission of the tender.
3. I / we hereby undertake that I/we will **not supply** for any item **quoted by me / us** in Tender No. _____ at prices lower than those supplied for the items with **Identical Specifications** to any Government / Semi Government / Public / Charitable Trust / Organization / Institution **anywhere in Gujarat State from the last date of submission of the tender document within the validity of the contract.**
4. **I / we hereby further undertake to abide by the provisions of the GENERAL TERMS AND CONDITIONS NO. 34 (i) to 34 (v) : FALL CLAUSE FOR HIGHER PRICE LOWER PRICE CERTIFICATE.**
5. I / we also undertake **that breach of any incident of provisions of any of the above para shall be brought to the notice** Member Secretary, GGVB within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above para(s). **I / we understand that such breach shall render my tender liable for rejection.** I / we also understand that the decision of the Member Secretary, GGVB regarding the determination of quantum **of the difference** payable **by me / us** , shall be final **and shall be abiding to me / us.**

Whatever stated above is true and correct to the best of my knowledge and belief.

Place :

Stamp & Signature of the Tenderer

Date :

**DETAILS OF PROPRIETOR / PARTNERS / MANAGING
 DIRECTOR / CMD
 AND CONTACT PERSONNEL** *

Sr. No.	Particulars	Proprietor / Director / Managing Director / C&M.D.	Partner-1	Partner-2	Partner-3	Partner-4	Contact Personnel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Name						
2	Age						
3	Sex						
4	Nationality						
5	Detailed Postal Address with pin code						
6	Office Phone No. (with STD code)						
7	Fax No. (with STD code)						
8	E-mail address						
9	Mobile No.						
10	Residential Phone No. (with STD code)						
11	Residential Address with pin code						

I/we hereby certify that the above information is true and latest to the best of my knowledge and belief.

**AFFIDAVIT FOR CONTINUOUS PRODUCTION IN CASE OF MERGER / ACQUISITION /
TAKE OVER / AMALGMATION**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/Notary public)

I _____ age ____ years residing at _____
in capacity of _____ (*designation*) hereby solemnly affirm that

1. M/s _____ is the name of the NEW COMPANY (i.e. the present tenderer). The name of the old company before Merger / Acquisition / Take Over / Amalgamation was M/s _____ .
2. I further solemnly affirm that there has been no break / discontinuation of production for more than 3 (three) months of the items under this tender enquiry.
3. On the basis of the above facts, the cumulative experience for the items quoted by M/s _____ becomes at least ____ years prior to the last date of physical submission of the tender document.
4. I understand that the item shall be rejected if the requisite manufacturing experience is less than 3 years (unless specifically exempted for the items specified under the Terms & Conditions of "Eligibility").
5. I further confirm that I have enclosed Performance Certificate for the NEW COMPANY.
6. I understand that giving wrong information on oath amounts to forgery and perjury, and I am aware of the consequences thereof.

Whatever stated above is true and correct to the best of my knowledge and belief.

Place :

Stamp & Signature of the Tenderer

Date :

(Signature and Seal of the Notary)

Proforma No. 27

DETAILS OF PAST EXPERIENCE

(A) PAST EXPERIENCE						
Sr. No	Year awarded	Type of Work	Quantity	Contract value (INR)	Client Name	Contact details
1						
2						
3						

Note :

- (1) The firm must have executed under their company/firm`s name at least ONE similar types of order during last two years.
- (2) Documentary evidence of work completion duly signed and stamped by client must be enclosed.

**AFFIDAVIT OF DECLARATION ABOUT DEBARMENT /
BLACKLISTED FOR THE ITEMS QUOTED**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/- duly attested by First Class Magistrate/Notary public)

I _____ age _____ residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that.....

1. M/s has not been banned / debarred / blacklisted / deregistered for any of the previous consecutive three financial years as well as on the last date of online submission of tender for the current financial year by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
2. I undertake responsibility to bring attention of The **Member Secretary, GGVB** in the event if M/s will be banned / debarred / blacklisted / deregistered in future by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
3. I specifically and distinctly understand that my inaction/failure to bring attention of the **Member Secretary, GGVB** for the matter pertaining to point no. 2 hereinabove shall summarily constitute rejection of my tender. Further, my such inaction/failure shall render me liable for any legal/penal actions against me as per the prevailing laws.
4. I/We understand that giving wrong/incorrect/false/misleading information on oath amounts to forgery and perjury and shall attract relevant provisions of the Indian Penal Code, 1960(as amended from time to time), and I/We am/are aware of the consequences thereof, In case any information provided by me/us are found to be false or wrong or misleading or incorrect, the **Member Secretary, GGVB** shall have right to reject my/our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In such event, the **Member Secretary, GGVB** reserves the right to take legal action on me/us.

Place :

Stamp & Signature of the Tenderer

Date :

(Signature and Seal of the Notary)

AUTHORITY LETTER FOR PRICE NEGOTIATION *

(To be submitted IN ORIGINAL on Tenderer's Printed Letter Head Only)

(To be issued by the Tendering Authority who has signed the Affidavit of Proforma No. 09)

I _____, age _____ years, residing at _____
(designation) of M/s _____ in capacity of _____ hereby fully authorize Mr. _____, age _____ years, residing at _____
(designation) of M/s _____ in capacity of _____ to negotiate the price on behalf of M/s _____ for the Tender ID : _____ for the Gauseva and Gauchar Vikas Board, Gandhinagar for the Financial Year _____.

I understand that the negotiated price, offered by him shall be unconditionally accepted to me and the same shall be abiding to me. I further understand that the supply for the negotiated items shall be carried out at the negotiated price.

The Specimen Signature of Mr. _____ (price negotiator) is as under:

SPECIMEN SIGNATURE OF THE PRICE NEGOTIATOR

Signature and Stamp of the Tenderer

***NOTE : THIS AUTHORITY LETTER FOR PRICE NEGOTIATION SHOULD PREFERABLY BE PRODUCED PHYSICALLY AS PER THIS PROFORMA BRFORE THE MEMBER SECRETARY AT THE TIME OF PRICE NEGOTIATION, WHENEVER CALLED FOR.**

COMMERCIAL BID

ITEM CODE	Details	OFFERED RATE WITH ALL TAXES FOR DESTINATION EXCEPT GST including installation, testing & commissioning	APPLICABLE % OF cGST	APPLICABLE % OF sGST	AMOUNT OF APPLICABLE GST	TOTAL Amount
1	One Job work for the Exhibition Van as describes in Part III specification for Fabrication.					

TENDER ID	295720
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PART : V
CHECK LIST

CHECK LIST Submitted By <i>(Please fill in Details in following TWO Rows)</i>	
Name of Tendering Firm	
Place, District, State	

Fabrication of Exhibition Van

FOR THE YEAR 2018-19

By
Member Secretary cum Joint Director of Animal Husbandry
Gauseva and Gauchar Vikas Board,
Gandhinagar
Gujarat State
Telephone No. 079-29256327
email gauseva.gov@gmail.com

-: PLEASE NOTE :-
THIS PART-V "CHECK LIST" MUST BE SUBMITTED
PHYSICALLY
(PART-I WITH TENDER FEE & EMD COVER AND PART-II WITH
TECHNICAL SUPPORTING DOCUMENTS' COVER).

CHECK LIST

IMPORTANT NOTE BEFORE FILLING UP THE CHECK LIST

1. This CHECK LIST contains 2 Parts : **Part-I, Part-II**
2. It is compulsory to fill in all the 2 parts of this CHECK LIST meticulously and submit it physically duly signed & stamped.
3. **Check List Part-I** shall be duly filled in, signed and stamped and be submitted physically in the **COVER NO. 1 , NAMELY : “TENDER FEE, EMD AND CHECK LIST PART-I”**.
4. **Check List Part-II** shall be duly filled in, signed and stamped and be submitted physically in the **COVER NO. 2, NAMELY: “TECHNICAL SUPPORTING DOCUMENTS AND CHECKS LIST PART-II COVER.**
5. Please do not leave any space “blank” in the Check List.
6. Please insert Page Numbers in sequence, immediately after the last page of CONFIRMATION BY TENDERERS in this CHECK LIST.

- Tenders are scrutinized on the basis of “Details/documents submitted”.
- Submitted Documents are scrutinized on the basis of their “Requirement Criteria”.
- Requirement Criteria are clearly mentioned in Check List Part-I and II.

OBJECTIVES OF CHECK LIST

1. To increase maximum participation of the tenderers.

2. To decrease rejections.

**So that...
purchase can be possible at a..**

**MOST
COMPETITIVE
PRICE.**

Hence, please submit your tender after having it carefully studied and filling the requisite information in Check List and submit your documents as per the Requirement Criteria, mentioned in the Check List.

CHECK LIST PART-I

DOCUMENTS PERTAINING TO

TENDER FEE, EMD AND CHECK LIST PART-I COVER

Sr. No.	Proforma Number	Name of the Document	Requirement Criteria	Original or Photocopy ?	Page Number
(1)	(2)	(3)	(4)	(5)	(6)
1	01	Covering Letter for Tender Fee and E.M.D.	Desirable to submit, to be submitted on Tenderer's Printed Letter Head only	Original	
2	02	Details of Tender Fee	Compulsory	-----	-----
3	-----	Demand Draft / Pay Order / Banker's Cheque / Treasury Challan for Tender Fee	Compulsory, if Tender Fee Exemption Benefit is not applicable.	Original	
4	03	Details of EMD	Compulsory	-----	-----
5	-----	Demand Draft / Pay Order / Banker's Cheque / Bank Guarantee / Treasury Challan for EMD	Compulsory, if EMD Exemption Benefit is not applicable.	Original	
6	-----	C.S.P.O. / N.S.I.C. / D.G.S.& D. Registration Certificate	Compulsory, if Tender Fee and E.M.D. Exemption Benefit is to be availed	Attested Photocopy	
7	-----	Small or Micro or Medium Enterprise Memorandum acknowledgement / K.V.I.D.C. / Tiny Unit / G.S.S.I.D.C. / N.S.I.D.C. / Cottage Industry / Industrial Cooperative... Registration Certificate	Compulsory, if Tender Fee and E.M.D. Exemption Benefit is to be availed.	Attested Photocopy	
8	04	Affidavit of Continuation of Micro / Small / Medium Enterprise Industrial Units (MSME)	Compulsory, if Tender Fee and E.M.D. Exemption Benefit is to be availed.	Original and Notarized	
9	05	Details of Entrepreneur's Memorandum for Micro / Small / Medium Enterprise (MSME)	Compulsory, if Tender Fee and E.M.D. Exemption Benefit is to be availed.	-----	-----
10	06	Authority letter for tender fee & EMD exemption	Compulsory, if Tender Fee and E.M.D. Exemption Benefit is to be availed.	Original	

CHECK LIST PART-II

PERTAINING TO TECHNICAL SUPPORTING DOCUMENTS

Sr. No.	Proforma Number	Name of the Document	Requirement Criteria	Original or Photocopy ?	Page Number
(1)	(2)	(3)	(4)	(5)	(6)
1	08	Covering Letter for Technical Supporting Documents	Desirable to submit, to be submitted on Tenderer's Printed Letter Head only	Original	
2	09	Affidavit of Undertaking for Certificates and Documents	Compulsory	Original and Notarized	
3	11	Affidavit of Manufacturing and Sale Data and Turn Over	Compulsory	Original and Notarized	
4	----	Previous Financial Year's Sales Tax Clearance Certificate, or Previous Financial Year's Commercial Tax Clearance Certificate, or No Due Certificate or Documents, mentioning payment of Sales Tax / Commercial Tax... for the month of March of the Previous Financial Year or (i) for any month of the Current Financial Year	Any one of (1), (2), (3), (4)(i) or (4)(ii) is compulsory, if benefit of (1) Sales Tax Exemption or (2) Commercial Tax Exemption is not applicable.	Attested Photocopy	
5	----	(1) Sales Tax Exemption Certificate, or (2) Commercial Tax Exemption Certificate	Compulsory, if benefit of (1) Sales Tax Exemption or (2) Commercial Tax Exemption is to be availed.	Attested Photocopy	
6	----	Latest Income Tax Clearance Certificate / PAN Card	Desirable to submit	Attested Photocopy	
7	----	Registration of Sales Tax (VAT/CST/GST)	Compulsory	Attested Photocopy	
9	12	Undertaking of Higher Price Lower Price Certificate	Compulsory on Tenderer's Printed Letter Head Only.	Original	
10	13	Details of Proprietors/ Partners/ Managing Directors / C.M.D. and Contact Personnel	Compulsory	----	----
11	22	Affidavit for Continuous Production in Case of Merger / Acquisition / Take Over / Amalgamation	Compulsory, in case of Merger / Acquisition / Take Over / Amalgamation	Original and Notarized	----
12	----	Documents, pertaining to Merger / Acquisition / Take-over / Amalgamation	Compulsory, if applicable.	Attested Photocopy	----
13	27	Details of Experience	Compulsory, if applicable	----	----
14	----	Service Tax Registration Certificate	Compulsory, if applicable	Attested Photocopy	
15	----	Government Ownership Certificate	Compulsory, if applicable.	Attested Photocopy	
16	----	Certificate of Incorporation	Compulsory, if applicable.	Attested	

				Photocopy	
17	----	Certificate of Change of Name	Compulsory, if applicable.	Attested Photocopy	
18	----	(1) Product Literature, or (2) Product Booklet, or (3) Product Pamphlets, or (4) Published Research Papers, or (5) Published Test Run's Reports, or (6) Published Trial Reports	Any one is compulsory to submit in original or photocopy (<i>photocopy need not be attested / notarized particularly for this document</i>).	Photocopy or Original	
19	30	Affidavit of Declaration about Debarment / Blacklisted for the items quoted	Compulsory	Original and Notarized	
20	32	Authority Letter For Price Negotiation	To be PRODUCED (WHENEVER CALLED FOR) IN ORIGINAL on Tenderer's Printed Letter Head Only. This document is not to be submitted along with physical submission of this tender.) <i>(To be issued by the Tendering Authority who has signed the Affidavit of Proforma No. 09)</i>	Original	----
21	----	Translated Document, if any (please specify) [See provision for Translated Document]	Compulsory, if the Original / Photocopied Document is in the language, other than English or Hindi or Gujarati and the Translated Document is to be submitted.	Notarized, if original copy is to be submitted OR Attested Photocopy of the Notarized Document	

SPECIAL NOTE BEFORE **ENCLOSING DOCUMENTS**

1. Tenderers are requested to enclose and submit their documents **(OF CHECK LIST PART-II) PREFERABLY BY SPIRAL BINDING.**
2. **Kindly give Page Numbers to each enclosed document in CHECK LIST PART-I AND CHECK LIST PART-II.**
3. Kindly enclose ALL your PHYSICAL documents along with **CHECK LIST PART-I OR CHECK LIST PART-II (AND PUT THEM IN RESPECTIVE COVERS)** only.