2018

Wooden furniture work for Boys Hostel in Dr. V Kurian Academic Centre (Survey no:1772/p) at DudhsagarDairy ,Mehsana

Wooden furniture work for Boys Hostel in Dr. V Kurian Academic Centre (survey no:1772/p) at DudhsagarDairy ,Mehsana

Purchase Department MDCMPULtd,Dudhsagar Dairy, Mehsana-384002 Dt:



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1. General Information

1.1Notice Inviting Tender

| Tender Notice No. | MDCMPUL/ 2018-19/ 46 / Boys Hostel / Furniture |
|--|--|
| Bid Documents Download Start | 12 th January,2019 |
| Bid Documents Download End | 8 th February,2019 at 17:00 Hrs. |
| Pre-Bid Meeting | 25 th January,2019 at 11 hrs.at M-Floor, Admin |
| | Block, Dudhsagar Dairy, Mehsana |
| Last Date & Time for ONLINE submission of commercial bids | 8 th February,2019 at 17:00 Hrs. |
| Last Date & Time for sending tender fee, EMD and other documents (in hard copy) as mentioned in the tender document | 13 th February,2019 at 18:00 Hrs. |
| Bid Validity Period | 90 Days |
| Bid Document Fee : | Rs.2,000.00 |
| Bid Security/EMD (INR) : | RS. 37,000.00 |
| Bid Document Fee/EMD Payable To : | Mehsana district Co-operative Milk producer's Union Ltd , Mehsana |
| Name of Company | Mehsana District Co-operative Milk Producers' Union Ltd, Dudhsagar Dairy , Highway,Mehsana-384002 |
| Name of Tender | Wooden furniture work for Boys Hostel at Dr. V.Kurien Academic Center of Dudhsagar Dairy, Mehsana |
| Name of Work | Wooden furniture work for Boys Hostel at Dr. V.Kurien Academic Center (survey no:1772/p) of Dudhsagar Dairy,Mehsana |
| Period of Completion of Project | 02 months from Acceptance of Purchase order |
| Estimated cost of Tender | Rs 37.00 Lakhs |
| Online Bidding Details | www.nprocure.com |
| Terms and Conditions | This is a two stage tender i.e. first, technical data submitted by bidders will get analyzed at our end. Then commercial bid of only technically qualified bidders will be considered for second stage of commercial evaluation. |

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| | | Bidders have to abide by all terms and conditions and specifications of items mentioned in tender | | |
|-------------------------------|-------------------------|--|--|--|
| Officer Inviting Bids : | Managing Direc | tor | | |
| | | | | |
| Bid Opening Authority : | Managing Direc | tor | | |
| Address : | Managing Direc | tor | | |
| | Mehsana Distric | Mehsana District Co-operative Milk Producers' Union | | |
| | Ltd, Dudhsagar | Ltd, Dudhsagar Dairy | | |
| | Highway, Mehsana-384002 | | | |
| Contact Details : | 02762-253201-0 | 02762-253201-05 | | |
| Contact Person (Technical) | Mobile No. | e-mail id | | |
| Sh. Nagjibhai S. Chaudhari | 96625 37523 | nsc@mehsanaunion.coop | | |
| AGM(Project, Civil & CCs) | | | | |
| Sh. Mahendrabhai P. Chaudhari | 96625 37524 | civil@mehsanaunion.coop | | |

1.2 Eligibility Criteria

- 1. The bidders /suppliers should have in the business as civil ,structural ,furniture ,electrification ,sanitary works' contractor for minimum period of 5 years in Dairy Industry with same name and nature of work.
- 2. The bidders/Suppliers should have performed projects with high finished architectural finishing and Multi-storeyed RCC Frame work including furniture work.
- 3. The bidders/ suppliers should have minimum average and annual financial turnover of Rs 120 lakhs on construction and furniture work during the last three years.
- 4. The bidders/suppliers should not have incurred any loss during last 3 years ending March 2018 .
- 5. The bidder should have to submit GST NOS. PAN , last three year IT Returns , completion certificate of last five years works and Turn over certificate of C.A.
- 6. The bidder should have at least one work ongoing more than value of Rs 120 lakhs in same nature and in any residential or Industry project.
- 7. The bidder should have submit Bank solvency not less than Rs 50 lakhs.
- 8. The bidders /suppliers should have completed at list two works of same value and nature in each financial years during the last three years (completion certificate must be submitted with tender) OR at list four works of 75% value and nature in each financial years during the last three years OR at list five works of 50% value and nature in each financial years during the last three years.

The Bidder should be submit all of above documents with tender submission otherwise tender will be rejected without given any reasons.

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1.3 Downloading of Tender Document

The Bid document can be downloaded from website www.nprocure.com. Price of the Bid document (non-refundable) is Rs. 2,000/- by Demand Draft from a Nationalized / Scheduled Bank in favor of **Mehsana District Co-operative Milk Producers' Union Limited**, payable at Mehsana.

1.4 Submission of the Tender Fee, EMD and tender bids

The bidder has to submit all documents in 2 separate envelopes in hard copy through courier /registered post /in person to Managing Director at Dudhsagar Dairy, Mehsana Gujarat as under.

- (1) Technical Bid (signed and sealed copy of tender document, technical details, DD of tender fee and EMD).Bidder has also to submit following documents along with tender technical bid:
- 1. EMD and Tender Fee
- 2. Copy of balance sheet of FY 2015-16, 2016-17 and 2017-18
- 3. Copy of GST certificate and PAN No.
- 4. Copy of Vendor Registration Form (if vendor is not already registered with Dudhsagar Dairy)
- 5. Product leaflet
- 6. Reference list in India
- 7. P.O. copies of similar Civil work along with work completion certificates
- 8. Tentative Work execution schedule
- 9. GA drawing and detail civil drawing.

1.5 Bid Security

All Bids must be accompanied by Earnest Money Deposit (EMD) in the form specified in the Bidding document. The Bids not accompanied with EMD shall be summarily rejected. The Bid security shall be denominated in Indian Rupees of value as specified and shall be in the form of Demand Draft from Nationalized or Scheduled banks in favor of **Mehsana District Co-operative Milk Producers' Union Limited**, payable at Mehsana. The Bid security may be forfeited if:

- A Bidder or Supplier withdraw its bid during the period of bid validity specified by the Purchase on the tender document or
- In case of successful Bidder / Supplier, if the Bidder / Supplier fails to sign the contract or execute the contract within specified period of contract.

1.6 Rights Reserved By Dudhsagar Dairy, Mehsana

Dudhsagar Dairy, Mehsana, at its sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the Bids received.

1.7 Validity

The offer should be valid for 90 days from the last date of bid submission.

Managing Director

Dudhsagar Dairy, Mehsana

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1.Check List

a. General checklist

The details to be provided by bidders in prescribed check list format, as below: (supporting documents to be submitted in hard copy)

| Sr. | Particulars | Confirmation / |
|----------|--|---|
| | | Status |
| 1 | Agreed for Turnkey Supply (Yes / No) | |
| 2 | Executed similar nature of supply at least in the last Five (5) years. (Yes / No). Submit completion certificates documents. | |
| 3 | Details on Turn Over (in INR) Submit documents. | (in Rs. Only) Text and numbers Strictly restricted on n-procure |
| | Yr: 2017-18 | |
| | Yr: 2016-17 | |
| | Yr: 2015-16 | |
| 4 | Agreed for Terms, Conditions as enclosed in Annexure I (Yes / No) | |
| 5 | Agreed for Special conditions of contract and Technical Specification as per Annexure-II and Annexure-III (Yes / No) | |
| 6 | Earnest Money Deposit (EMD) enclosed. (Yes / No) – Provide details | |
| 7 | Total Supply and Work execution - Year wise details. Submit documents. | (in numbers only) |
| | Yr: 2017-18 | |
| | Yr: 2016-17 | |
| | Yr: 2015-16 | |
| 8 | Duly signed and sealed copy of tender document (submit hard copy along with supporting documents | |
| | to Dudhsagar Dairy) | |
| 9 | Already Registered with Dudhsagar Dairy (Yes / | |
| | No). If Yes, then mention your Vendor code no. | |
| | otherwise; submit enclosed vendor registration form | |
| 10 | along with supporting documents listed therein. Contact No. | |
| 10 11 | Address | |
| 12 | Email ID | |
| 12 | | |

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2.Annexure-I: General Terms and Conditions

3.1 Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the latest Indian Standards.

3.2 Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial designs rights arising from use of the goods or any part thereof.

3.3 Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor(s) or at point of delivery and/or at the good's final destination.

If any inspected or tested goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test, and, where necessary, reject goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.

3.4 Programme of Installation if applicable

As soon as practicable after the acceptance of the bid, the Supplier shall submit to the Purchaser for his approval a comprehensive programme as may be required by the Purchaser showing the sequence of order in which the Supplier proposes to carry out the works including the design, manufacture, delivery to site and erection thereof. After submission to and approval by the Purchaser of such programme, the supplier shall adhere to the sequence of order and method stated therein. The submission to and approval by the Purchaser of such programme of any of this duties or responsibilities under the Contract.

Supplier has to provide a bar chart mentioning all sequences of activities to the Purchaser immediately after receipt of purchase order. The programme approved by the Purchaser shall form the basis of evaluating the pace of all works to be performed by the supplier.

3.5 Assignment if applicable

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent. Such assignment shall not relieve the supplier from any liability or obligation under the contract.

3.6 Review and Coordination

The supplier shall depute senior and competent personnel to attend the site coordination meetings that would generally be held at the site. The supplier shall take necessary action

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to implement the decisions arrived at such meetings and shall also update erection schedule.

3.7 Approval & Insurance

If the drawings are not included in this bidding document the same shall be available for the reference at office of DudhsagarDairy at the address of communication, on all working days.

The supplier shall obtain all the necessary legal approvals, if any. The goods in transit shall have to be insured by supplier prior to dispatch from its works / godown, the expenses for the same will be borne by supplier.

3.8Jurisdiction

Settlement of any dispute out of the Purchase Order / Contract against this Bid shall be subject to the courts at Jurisdiction Mehsana, Gujarat only.

3.9 Price Basis

Price charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid and the contract shall be on fixed price basis.

- The Price specified should be inclusive of
 - Duties if any applicable
 - packing and forwarding,
 - GST as applicable, any other Levi of government
 - transit insurance and freight (FOR site)
 - Free delivery at site including loading and unloading
 - Storage and work execution
 - warranty as specified in tender

3.10 Bid Evaluation

The price bid will be evaluated on net landing rate (FOR our store /destination) for all items & work. However, Purchaser will award contract for any option (Full supply / Part Supply) at its sole discretion without assigning any reason.

3.11 Delivery and Documents for mechanical / civil project

All the delivery of the goods should accompany with Original and three copies of:

- The supplier's invoice showing Purchase Order No., Goods Description with HSN code/ SAC code, Quantity, Unit price, applicable GST ,Total amount etc.
- Delivery note / Packing list
- Lorry receipt.
- Manufacturer's / Supplier's Warranty Certificate.
- Any other document evidencing payment of statutory levies.

3.12 Variation in Order Quantity

The order quantity may very up to 20%, while finalizing the order and / or while execution of the complete order.

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3.13 Warranty / Guarantee/Defect Liability period

The supplier warrants that the goods and equipment supplied and installed under the contract are new, unused, of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the normal conditions.

The supplier also guarantees that the goods supplied shall perform satisfactorily as per the designed / rated / installed capacity as provided for in the contract. This warrantee / guarantee/defect liability shall remain valid for **12 months** after the goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, within 24 hours, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

3.14 Performance Security

The Performance Security shall be 5.0 % of the Contract price as PBG from a nationalized/scheduled bank and will remain valid for 60 days beyond the end of warrantee period/ completion period of 12 months. The retention deposit shall be 7.5% of work done to be deducted in running bill, it will be released after 60 days from completion of work/final bill certification.

The proceeds of the performance security shall be payable to the purchaser (Dudhsagar Dairy) as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- A bank guarantee issued by a Nationalized / Scheduled Bank in India and in the form provided in the Bidding Document. Such bank guarantee shall be valid till the expiry of the warranty period.
- Demand draft from a Nationalized / Scheduled Bank in India, in favour of Mehsana District Cooperative Milk Producer's Union Ltd. Payable at Mehsana.

3.15 Payment Terms

Payment terms will be as follows:

a) The contractor will submit a bill in approved Performa in triplicate to the Union for the work given, in standard abstract and measurement sheet for various items executed once in a month or on the completion of the work.

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- b) In case of any dispute as to the mode of measurements, Indian Standard Specifications shall be followed.
- c) All the running accounts payable shall be regarded as payment by way of advance against the final bill and not as payments for work actually done and completed.
- d) Payment of Contractor's Running Bill. :
 - i) This payment will be made after making necessary checking and deductions.

ii) Retention money will be deducted at the rate of 7.5 % of the certified gross value. Retention Money shall be released as under.

- A) 2.5 % on issue of Completion Certificate.
- B) 5.0 % after 120 days from settlement of final bill. you will provide suitable Bank Guarantee for minimum 5.0 % of the work done value.

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4. Annexure-II: Special Terms and Conditions

SPECIAL NOTES ON BILLS OF QUANTITIES

- a) Works included in all bills of quantities shall be carried out as described in the Indian Standard Code of practice for respective items.
- b) The rates for the items in all bills shall include all requirements of the specifications whether such requirements are mentioned in the bill of quantities or not.
- c) The quantities given in this bill of quantities are approximate and are given as a guide to tenderers and are liable for variation. Such variation in quantities shall not, however, vitiate the contract in any way whatsoever and the contractor shall be paid for the actual measured quantities of work executed at the rate given in the bills of quantities.
- d) Rates quoted shall include all the operations, material, labour, tools, plants, tackles, scaffolding and other sundries etc. required to complete the job.
- e) Rates quoted shall include royalty, monopoly charges and any other taxes, duties, surcharge etc. levied by the govt. or local bodies from time to time.
- f) The execution drawings may need to be revised from time to time to suit the site requirements. Such changes will not entitle the contractor for any extra payment or compensation other than executed and measured work.
- g) The rates quoted for various items of work shall include working in all conditions at any time till the completion of work including all suspension period and delays whatsoever.
- h) The rates quoted unless otherwise specified shall include work in all shapes, straight, inclined, curved etc. and all sizes as shown or as required.
- i) The contractor must see the site condition, drawings and take all the aforesaid factors and foregoing factors stated under various trade sections while quoting the rates, as no extra rates / charges will be allowed on any ground arising out of or relating to the aforesaid and foregoing factors.
- j) Basic rates means material cost, GST, loading-unloading, freight, insurance all including i.e. FOR at our site.

| Sr | ltem | Unit | Basic rate (in Rs.) |
|----|------------------|---------|---------------------|
| 1 | Cement | Per bag | 300 |
| 2 | Mild steel | Per Kg. | 53.00 |
| 3 | TOR steel | Per Kg. | 55.00 |
| 4 | Structural steel | Per Kg. | 51.00 |

Whatever the basic rates are specified for the material to be used in the work, the same shall be procured by Union & issued to Contractor. Union reserves the right to purchase and issue the same material to the contractor. In case, any abnormal condition arises, the contractor may purchase the same, but before the purchase of material with basic rates, he must obtain prior approval of the union and submit quotations obtained from the suppliers of approved make.

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k) If water or power or both are provided by the Union, the consumption charges will be deducted from the bill at the rate as mentioned below respectively. (It will be provided by suitable outlet point, from where contractor has to arrange his own means)

- a) Water Charges : free of cost
- b) Electrical Charges: : Free of cost

Otherwise, Contractor has to arrange them on their own.

- I) Within one month of the completion of the work in all respect, the contractor shall be furnished with a certificate, but no certificate shall be given until all scaffolding, surplus material plant, rubbish etc. is cleared off the site completely or the work have been measured.
- m) The contractor will maintain stock register for the material provided by the Union and maintain its stock on day to day basis.
- n) The contractor shall at his expense comply with all labour laws, safety regulations and required insurance and keep the Union indemnified in respect thereof.
- o) The time limit for the specified work is 2 (Two) Months
- p) The successful bidder has to start the work within 7 days on receipt of work order/intimation by the civil department.
- q) EMD of unsuccessful bidder shall be released after issuing order to successful bidder.
- r) Penalty for the delayed work will be imposed on the basis of 0.5 % per week of the total work executed and maximum up to 5% of the total work executed of the project, in case of delayed or incomplete work for the time beyond the prescribed time limit.
- s) In case, work is not initiated after getting the work order within stipulated time limit without giving legitimate reasons, then EMD and / performance security will be forfeited by the Union and the work will be completed on the risk and cost of the contractor. The contractor shall submit performance bank guarantee within 30 days @ rate of 5.0% of project amount .The time limit of performance bank guarantee is 12 months after completion of project plus two months extra .
- t) In case, part work is done by the contractor and then refuse to complete the work without giving any legitimate reason, then the work will be completed on the risk and cost of the contractor. The Union may without prejudice to any other method of recovery, deduct the amount of such work from any payments in its hands due or which may be due to the contractor for this work or any other work.
- u) General guidelines of EMS issued to the contractor from time to time should be followed.
- v) The contractor shall give the work schedule within 5 days of start of the work and shall work as per the guideline of user department or civil department. The Milk receiving activities is running and contractor has to work as per instruction of In charge officer and engineer incharge. The contractor has to plan civil activities without any effect of dock receiving activities.
- w) For any dispute, respective Indian standard code will be followed. For any other dispute, decision of Managing Director of the Union will be binding on the contractor.
- x) The contractor shall provide GST number with quotation. In case of any dispute, Mehsana shall be the jurisdiction.
- y) For any dispute, respective Indian standard code will be followed. For any other dispute in any item if not mentioned in BOQ Specification
- z) The Contract Value is all inclusive including all the Taxes / Levies, by whatever name called and it shall be the responsibility of the Contractor to abide by all the applicable Taxation Laws of the Country. The Taxes / Levies included in the contract value

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The Union will deduct Taxes at Sources as required to be deducted as per and at the applicable Laws / rates from contractors bills.

aa) The Contract Value is mutually arrived at duly taking into consideration the amount of GST (Goods & Services Tax) at rates prevailing on the date of this Contract. The Union agrees to reimburse the Contractor with any financial burden arising out of increase in GST happening after the date of this contract and during the period of contract till completion. The Financial impact will be worked out for the contract where the contract where the revision in rates of tax has happened. If on the contrary if any reduction happens in the rates of above taxes, the financial benefit arising out of the reduction in tax rate will be passed on by the Contractor to the Union and the Union shall made necessary deductions of such benefit from the Contractor's bill. All taxes like TDS, WCT any government laves Or GST etc. That, as per the Laws for the time being in force, are required to be deducted and paid to the Governments by the Union will be deducted and paid as per the provisions of the Act / Rules applicable to the contract under consideration. Tender document : MDCMPUL/ 2018-19/ 46 / Boys Hostel / Furniture

GENERAL CONDITIONS

- (1) The tenders will remain valid for a period of 3 months from the date of opening of tenders, Owner reserves the right to accept of reject any or all the tenders without assigning any reason to do so. Union does not bind itself for accepting the lowest tender.
- (2) At the time of submission of every tender must be accompanied by a Demand Draft only of Rs. 37000=00 in favour of Mehsana Distric Co.Op Milk Producers Union Ltd. Mehsana payable at Mehsana as earnest money. No interest will be paid on earnest money. Any tender which is not accompanied by the earnest money shall be summarily rejected.
- (3) The tenderers should quote the rates online on n-procure website, only.
- (4) All ensures, corrections and alterations made while filling the tender must be attested by initials of tenders.
- (5) The earnest money of the successful tender shall be adjusted in the security deposit.
- (6) The Owner reserves the right to rejected any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
- (7) Joint tenders shall not be considered.
- (8) Within 24 hours of receipt of Intimation regarding acceptance of his tender by the Owner, the tenderer should send his acceptance of the work order in writing. It the tenderer does not do that, or does not start the work within 24 hours of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
- (9) The rates quoted in the tender shall include all charges of scaffolding, lift, any tools and plants railway freight labour conditions and fluctuation in the rates, GST or expenditure for carrying out the work.
- (10) The Contractor will arrange for water and Electricity for completing the work. In case water and Electricity are already available at the site, same will be provided by the Owner free of cost.
- (11) No escalation in rates will be allowed under any circumstances.

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- (12) The successful tenderer is bound to carry out entire work within the period stipulated in the Appendix. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of Rs.1000/- per day after expiry of period of completion subject to maximum of 5% of the contract value.
- (13) The liquidated damages as mentioned above may not be enforced if the contractor applies sufficiently in advance for extension of time mentioning the unavoidable reasons for extension. The Owner shall, if in its opinion (which shall be final and binding upon the contractor) finds genuine reasons shown by the contractor for such request, grant suitable extension in time limit. Any claim for damage or compensation in relation there to by contractor is not permissible. Also other terms and conditions of the contract will remain unaltered in the extended period.
- (14) The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of

quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on actual cost of material and labour, any expenditure for completing that work plus 15% towards contractor's profit & overheads. For this contractor must submit the rate analysis supported by original vouchers for purchase and labour. The GST will be paid extra after addition of profit amount for extra items.

- (15) The contractor must co-operate with other contractors appointed by the Dudhsagar Dairy so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Dudhsagar Dairy.
- (16) The contractor shall remove all rubbish etc. out of site/premises wash and clean the floors and hand over the site in proper and tidy condition on the completion of work.
- (17) The tenderer shall acquaint himself with the site conditions making his own arrangement for storing of material at site lift, cartage etc.
- (18) Contractor shall shift furniture, cupboards records, for the purpose of painting and re-arrange the same as directed. No extra charge shall be paid for the same.
- (19) Contractor shall be prepared to work at times convenient to the Owner. No charges shall be paid for the same.
- (20) 7.5 % percent of the value of work done shall be deducted as retention money from the running bill of the contractor, which shall be released after the after final bills or completion certificate
- (21) The contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend to the defects within a reasonable time these defects will be rectified by the Owner and the expenditure incurred on this account will be recovered from security deposit, or any other money due on to time.

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- (22) The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him or other sub-contractors.
- (23) The work executed should be got approved by the Owner and contractor shall rectify and bad workmanship pointed out at any stage and remove from site all the rejected material immediately.
- (24) The contractor shall be responsible for application of labour laws, compensation for injury and accident to person, whether employed by his or by his sub-contractor.
- (25) The contractor will take necessary precautions for carrying out the work avoiding any damage to fixed or loose furniture, structures/decorative parts of the property. The contractor will rectify any damages done at his cost.
- (26) The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arisig out of Workmen's Compensation Act, ESIS and other legislative enactments applicable, to such works and workmen shall be to the contractor's account.
- (27) The Contractor shall inform the Dudhsagar Dairy to check quality/measurements of any work which is likely to be hidden before covering.
- (28) The contractor will submit running Bills for the value of work done not less than interim payments (as mentioned in the Appendix) mentioning full nomenclatures of items, rates, amount, measurement sheet, reasons for part rates claimed, if any.
- (29) In case of non-completion or delay in completion of work or removal of defects in time, the Owner shall be free to appoint another agency to get the job done at contractor's risk and cost.
- (30) The Union may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation of damages in relation there of.
- (31) The Contractor will not execute any extra item without Union's permission in Writing.
- 32) The quantities mentioned in the schedule of quantities are approximate. Payment will be on actual work done by the contractor. However the contractor should not deviate the quantity without Owner's permission.
- (33) Conditional tenders quoted by the tender are liable to be rejected.
- (34) The Owner has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

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- (35) The owner has right to terminate the contract, if the contractor abandons the work, or fails to commence and complete the work in time, or fails to abide by the contract conditions.
- (36) Measurement for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.
- (37) Contractor has to prepare sample of chair, table and part counter for the approval of the Owner.
- (38) Contractor must quote balanced rates as quantities mentioned in the tender are approximate and may vary to any extent. No extra shall be given on this account.
- (39) All the Electrical work shall confirm to relevant ISI. Contractor shall provide all necessary Test Certificate required by the Owner.
- (40) The contractor should inspect the sites before quoting the rates.
- (41) The contractor shall place order immediately after hearing the approval of the tender of the material required for the work in order to get them on site well in advance of their requirement. Sample of each material should be got approved in advance.
- (42) The contractor shall have to make necessary arrangements for proper storage of the materials and will be responsible for any loss of material due to theft or otherwise.
- (43) The items of work will be measured as per standard mode of measurements as laid down by I.S.I
- (44) The quantities given in the Bills of quantities are approximate and given as a guide to tenderer and are liable to variations.
- (45) Contractor shall be paid for the actual measured quantities of work executed by him.
- (46) Union reserves the right to select any of the manufactures party from the above list and to add or delete names of the other parties as and when required.
- (47) Contractor shall have prepared any No of samples as directed by Architect/Owner before finalizing of scheme. For this No extra payment shall made.

APPENDIX REFERRED TO IN THE GENERAL CONDITIONS

| 1. | Defects liability period | 12 Months |
|-----|---|--|
| 2. | Date of commencement | Immediate on receipt of work order. |
| 3. | Date of Completion | 60 Days from issue of Letter of intent./Work order/purchase order |
| 4. | Stipulated period for completion | 60 Days |
| 5. | Minimum value of work done for interim payment | 10 lakhs or more at every month |
| 6. | Interim Payment | 50 % of after completion of 75 % of work. |
| 7. | Retention money for defects liability period | 5 % of the total value of work |
| 8. | Liquidated damages for non-completion of work within stipulated period. | 1% of contract value per week subject to maximum of 5% of contract value. |
| 9. | Validity of the Tender | Three months from the last date of opening of the Tender. |
| 10. | Terms of Rates | The rates shall be at the site of the work and shall include all Taxes, Octroi, Labour, Transportation ,Sales Tax, work contract Tax,GST if any etc. |
| 11. | Period of honoring interim Certificate | 15 Working days after the submission of the interim Certificate. |
| 12. | Period for honouring final Certificate | 60 working days after the submission of the Final Certificate. |
| 13. | Validity of Rates | The quoted Rates in the Tender shall remain valid till the completion of the work. No escalation in rates shall be allowed. |
| 14 | Extra Items | The contractor shall not execute the item for which the rate cannot be derived form the Tender. He shall submit the Rate analysis for such item on actual cost plus 15% as over- heads, establishment charge and contractor's profit, and get it approved by Architect/Employer before starting the work of such items.The GST is to be paid as per actual |
| 15 | Working Hours | Most of the work may take place at contractors workshop, However in case if the |

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| work is to be executed in a working premises of the Dairy the same shall generally be execute after office hours of the Dairy. I.E in the evening, nights and Dairy holidays. The employer shall make necessary arrangements required or their part of such working. The work shall be carried out in such a way that minimum disturbance is caused to the functioning of the Dairy The Contractor shall make all necessary arrangement for cleaning the premises everyday and to ensure the complete safety of the furniture, machinery, computers, plants, equipment etc. lving in the premises and also provide |
|---|
| lying in the premises and also provide safeguard from dust etc. For night working no extra charge shall be paid. |

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5. Annexure-III: Technical Specifications

SPECIFICATION OF MATERIALS

All the material to be used shall be from the list of ISI approved Brand. Any deviation from this shall be got approved from owner, the contractor shall submit samples of materials used for verifications and produce Bill in original.

| 1 | SAMPLES | After receipt of the bids but prior to award of the contract, bidder shall, upon notification from owner submit samples of materials he intends to use. The owners shall reserve the right to evaluate the sample with regard to the specification before award of work. Sample as directed by the owner for |
|---|------------------------|---|
| | | various items shall be prepared/brought for approval without any cost. |
| 2 | BLOCK BOARD/PLYWOOD | Should be Termite and powder proof. |
| 3 | GLASS | Glass shall be Float glass of Modiguard Company |
| 4 | TIMBER | Wherever specified shall be Teak wood from Central Province (C.P)/Ghana best quality. It shall be well seasoned, uniform in colour, free from sap wood, wares, free from large and loose note, cracks shakes and other defects. All wood shall be treated for antitermite treatment with two coats of solingnum pain and two coats of fire rebardant paint. |
| 5 | HARDWARE | Hinges, Handles, Stoppers, Stays, etc. wherever required shall be brass of approved shape and size only. |
| 6 | UPHOLSTRY | Fabric or upholstery material wherever called for shall be of the colour, texture and manufacture approved by the owner. |
| 7 | WORKMAN SHIP | The work involved calls for high standard of workmanship and shall be carried out and completed in the best possible manner keeping modern trend of artistic finishes and designs in view so as to make the entire work/furnishing aesthetic looking, keeping in harmony with other furnishing in the area. |

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| 8 | DIMENSION AND JOINTS | The dimensions mentioned in the schedule of quantities and drawings are approximate. The contractor may suggest small deviations in the dimension so as to make the individual items as also the entire job functionally sturdy, comfortable as well as aesthetic in look. The final decisions regarding sizes of various members and working dimensions etc. will, however, be taken at the time of approval of sample, The contractor should take actual dimensions available at site before fabrication. The joints shall be perfect and sturdy and shall preferably be machine made and assembled with approved quality synthetic glue. The structural design of different members and also the items as a whole shall be sturdy and capable of with standing the various loads likely to be subjected to in day to day us. |
|----|---------------------------------------|--|
| 9 | ADDITIONAL MEMBERS AND FIXTURES | The contractor shall provide additional members wherever necessary for providing, door, opening, cut-outs, etc. to facilitate fixing of light fixtures, plug points, air-conditioning supply and return grilles etc. The work includes cost of fittings and fixtures & fixing the various items in position in floors, walls, ceiling etc., in the Building in accordance with the drawings or as directed by the Owner's Architect. It will be also necessary to make holes, chases, etc. in floors,. Wall, ceiling, R.C.C etc. as may be required for fixing the partitions. The contractor shall allow for such provisions in his quoted rate. It will be deemed that while quoting rates the contractor has taken into account all foreseeable contingencies which will include making good disturbed floors, walls, ceiling, etc. to their original condition. |
| 10 | POLISHING | All visible T.W members shall have melamine polish, other surface may have French polish as directed complete. |
| 11 | DRAWER | All Drawers in Cupboard, Tables shall have Ebco (Earl Bihari make) sliding channels for smooth movement. |

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6. APPROVED MAKE FOR MATERIAL TO BE USED in Wooden Furniture :

| SR.N | O. DESCRIPTION OF MATERIAL | | APPROVED MAKE |
|----------------|--|---|---|
| 1. | TEAK WOOD | | : C.P TEAK WOOD GHANA / NIGERIA. |
| 2. 3. | ROSE WOOD PLY WOOD INDIAN PLY WOOD | | : KIT PLY/ DUROMAC/ (ANCHORE) GREEN LAM/TATA |
| 4. 5. 6. | CONSWOOD BLOCK BOARD SHUTTERING PLY WOOD PARTICLE BOARD | | - DO - SUDARSHAN PLYWOOD NOVAPAN INDIA LTD |
| 7. 8. | STREW BOARD VENNER | | : ANIL HARDBOARD LTD. : KITPLY/DURO/NOVAPAN INDIA LTD./CENTURY |
| 9. | PRE-LAMINATED PARTICLE BOARD | | : NOVA PAN/BHUTAN BOARD |
| 10. | CEMENT SHEET | : | HYDERABAD ASBESTOS COMPNAY |
| 11. | GLASS | : | FLOAT GLASS OF GOBAIN GUJARAT GAURDIAN LTD/SAINT |
| 12. | FIBRE GLASS | : | FIBRE GLASS PILKINGTON LTD/SAINT GOBAIN |
| 13. | ACRYLIC SHEETS | : | POLYMERS CORPORATION OF GUJARAT LTD |
| 14. | LAMINATED SHEETS | : | FORMICA INDIA LTD DECOLAM-BAKELITE HYLAM LTD. SUNDEK/MARINO /GREEN LAM / CENTURY |
| 15. | FEATHER TOUCH LEATHER FINISH REXINE | : | BHOR INDUSTRIES |
| 16. | FABRIC | : | AS PER SELECTION OF Architect |
| 17. | PVC. TILES | : | PREMIER VINYL, BHOR |
| 28. | FOAM RUBBER | : | GEO FOAM/SLEEPWELL |
| 19. | VINYL FLOORING | : | PREMIER VINYL FLOORING LTD |
| 20. | ALUMINIUM SECTION | : | (1) HINDUSTAN ALUMINIUM LTD.(2) JINDAL ALUMINIUM LTD. |

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| 21. | DOOR CLOSER | : | EVERLITE-GARNISH-ALDOWIN HARDWIN/GODREJ |
|-------------|-----------------------|---|--|
| 22. | SCREWS AND BOLTS | : | NETTLEFOLDS-GKW/RK |
| 23. | PAINTS | : | NEROLAC-ASIAN PAINTS BIRTISH PAINTS AND SHALIMAR PAINTS. |
| 24. | LOCKS | : | EVERITE - GODREJ |
| 25. MOUS | KEY BOARDS SE PAID | : | EBCO 450MM LENGTH WITH |

[a] Consultants reserve the right to add or delete name of any manufacture as and when required. Consultants reserve rights to select any of the specified brands mentioned above.

Head (Purchase)

Sign. & Seal Of Contractor

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Format of Bank Guarantee for Performance Security

On Non – Judicial Stamp Paper of Rs. 100/-

Bank Guarantee no.

Date :

This deed of guarantee made this ______ day of 20____ (Two thousand ______) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal Engineer in-Charges, successors and assigns and Mehsana District Co-operative Milk Producers' Union Limited (hereinafter referred to as the DUDHSAGAR DAIRY) which expression shall unless repugnant to the context or meaning thereof include its legal Engineer in-Charge, successors or assigns.

| Whereas the DUDHSAGAR D | AIRY, / its clients has awarded a contract bearing | no. | | | |
|---|--|-----|--|--|--|
| on | | M/s | | | |
| | (name and | the | | | |
| address of the party), hereinafter referred to as the contractor, for the execution, completion | | | | | |
| and the | maintenance | of | | | |

And whereas, the contractor has agreed to submit a performance security in the form of a bank guarantee to the DUDHSAGAR DAIRY as per the terms and conditions of the bidding documents and the contract which will be kept valid up to ______ calendar months from the date of bank guarantee (the period should be till end of Period of Maintenance). And whereas, the bank and its duly constituted agent and officer has already read and understood the contract made between the DUDHSAGAR DAIRY and the contractor.

In consideration of the DUDHSAGAR DAIRY having agreed to award the contract on the _____ (the bank), do hereby guarantee, undertake, promise contractor, we and agree with the DUDHSAGAR DAIRY, its legal Engineer in-Charges, successors and assigns that the within named (the name of the contractor) their legal Engineer in-Charges and assignees will faithfully perform and fulfil everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the DUDHSAGAR DAIRY a sum of Rs. (Rupees only) being 7.5% of the contract value, in case the contractor, their legal Engineer in-Charges and assignees do not faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the DUDHSAGAR DAIRY is entitled to demand an amount equivalent to 7.5% of the Contract value from the Contractor and the demand made by

the DUDHSAGAR DAIRY itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the Contract and neither the Contractor nor the Bank shall be entitled to performance or fulfilment on any ground whatsoever. Tender document : MDCMPUL/ 2018-19/ 46 / Boys Hostel / Furniture

We, (the name of the Bank), do hereby undertake to pay an amount equivalent 7.5% of the Contract value, being the amount due and payable under this guarantee, without any demur, merely on a demand from the DUDHSAGAR DAIRY stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees______ only) being the amount equal to 7.5 % of the Contract value.

We, the bank, further agree that the performance security herein contained shall remain in full force and effect for a period of ______ calendar months from the date of the bank guarantee (the period shall be till the end of Period of Maintenance) whichever is later or till the DUDHSAGAR DAIRY certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the DUDHSAGAR DAIRY on or before ______ we shall be discharged from all liabilities under this performance security hereafter.

We, the bank, further agree with the DUDHSAGAR DAIRY that the DUDHSAGAR DAIRY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to very any of the terms and the conditions of the bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the DUDHSAGAR DAIRY against the Contractor and to forbear or enforce any of the terms contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act or omission on the parts of the DUDHSAGAR DAIRY to the said contractor by any such matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law r

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the DUDHSAGAR DAIRY mat have or hereafter possess in respect of the works executed or intended to be executed and the DUDHSAGAR DAIRY shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the DUDHSAGAR DAIRY may be entitled to receive or have a claim upon and the DUDHSAGAR DAIRY at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the DUDHSAGAR DAIRY serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not fact has been delivered to the bank.

In order to give full effects to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

Sign and Seal of Bidder

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| SIGNATURE | PLACE | DATE | SEAL |
|-----------|-------|------|------|
|-----------|-------|------|------|

NOTE: The Contractor should ensure that the seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.

The entire bank guarantee should be obtained from Nationalized / Scheduled bank

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MEHSANA DIST.CO-OP.MILK PRODUCERS' UNION LTD.,

DUDHSAGAR DAIRY , HIGHWAY , MEHSANA-384 002.

Phone :- (02762) 253201 TO 253205 FAX :- (02762)253422 E-mail :-skkant@mehsanaunion.coop

VENDOR REGISTRATION FORM (GST)

| (1) Name of the Party | | | |
|---------------------------------------|---|--------------------|--|
| (2) Name of the contact Person | | | |
| (3) Address .of Registered Office | | | |
| | | | |
| | | | |
| (4) Address of the Factory/ Works | | | |
| | | | |
| | | | |
| (5) Address of the local nearest | | | |
| branch for correspondence | | | |
| Contact no.: | | | |
| e-mail id.: | | | |
| (5) Production Machineries & | | | |
| their Capacity | | | |
| (6) Type of Firm | Proprietorship / Partnership / Pvt. Limited / Public Limited. | | |
| (7) Type of Firm | Manufacturing / Traders / Authorised Distributor / Dealer (In | | |
| | case of Manufacturer- Mfg. Licence no.) | | |
| (8) Year of Establishment | | | |
| (9) PAN No. | | | |
| (10) GST No. | | | |
| (11) A/c no. & IFSC Code | | | |
| (12) GST Regi. completed ? Yes/ No | | | |
| (13) Turnover of Last 3 Year (Rs.) | (1) (2) | (3) | |
| (14) Name of Other Dairy units | | | |
| (If you have executed any PO) | | | |
| (15) If you have any quality standard | | | |
| (16) Name of Product | Please, attach separate sheet.(As per below Table) | | |
| Sr. Item Description(In short) | Make / Brand | Dealership, if any | |
| (17) Nature of Work Dealing in | | | |
| | | | |
| (18) Name of Clients | | | |
| | | | |

(19)Documents to be attached :- Copy of PAN CARD, GST Regi.., Local Municipality Registration, ISO Certificates, Authorized Dealership Certificate, Copy of Last year Financial Statement, Brochure/ Pamphlets of all the product deal by you, Copies of important Purchase order you have Executed (Min.5 PO)

(Signature of Authorized Person with Company's Seal)

Sign and Seal of Bidder

7. BOQ As per enclosed Price Table

8. Price Bid

It is available at www.nprocure.com. Bidder should fill it online ONLY.

All price quoted should be FOR DudhsagarDairy,Mehsana (Gujarat.)and as mentioned in the tender document. Payment shall be made on complete supply of an item / group of items specified in the contract. No payment shall be made if supply of an item / group of items is incomplete. i.e. part supply.

VENDOR WILL BE RESPONSIBLE FOR ANY ITEMS REQUIRED BUT NOT MENTIONED IN TENDER TO COMPLETE THE SYSTEM IN WHOLE AND IT SHOULD BE INCLUDED IN THE PRICE QUOTED AND NO SEPARATE EXTRA PRICE WILL BE ELIGIBLE AFTERWARDS.

~ End of Tender Document ~