



**TECHNICAL – BID**

**TENDER NO. PP MECH 2016-17-01**

**e-TENDER**

**ANNUAL CONTRACT FOR COMPREHENSIVE OPERATION AND MAINTENANCE OF  
WEIGHBRIDGE AS PER SCOPE OF WORK AT OUR 2X125 MW AKRI MOTA THERMAL  
POWER STATION, NANI CHHER, TAL: LAKHPAT, DIST.: KUTCH (GUJARAT)**

**NOTE:**

1. This is online Tender (e-Tender), hence Tenderer has to submit all the forms electronically only.
2. Tenderer has to submit draft for Tender Fee, EMD and other documents physically or by post at our office as per e-tender notice.
3. Tenderer has to submit Technical Bid along with Technical detailed specification

**POWER DEPARTMENT**

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

(A Govt. of Gujarat Enterprise)

**“Khanij Bhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052. Phone:**  
079-27912962(D)/27913200/3501/0665/1662 **Fax:** 079-27918221/1454

**E-mail:** [power@gmdcltd.com](mailto:power@gmdcltd.com) **Website:** <http://www.gmdcltd.com>



**TENDER NO. PP MECH 2016 –17–01**

SUB: - Annual contract for comprehensive operation and maintenance of weighbridge as per scope of work for 2 X 125 MW Akrimota Thermal Power Station at Village: Chher Nani, Ta:Lakhat, Dist: Kutch, Gujarat, pin-370602.

01	Tender No.	PP MECH 2016-17-01
02	Tender Fee (Not Refundable)	<b>Rs. 2000/- (Rs. One Thousand Only)</b>
03	Scope of work	Annual contract for comprehensive operation and maintenance of weighbridge as per scope of work
04	Place of work to be executed	2X125 MW Akrimota Thermal Power Station Village: Chher Nani TA.- Lakhat Dist.- Kutch
05	Earnest Money Deposit	<b>Rs.25,000/-</b> in form of Demand Draft of Nationalized Bank/schedule Bank in favour of GMDC Limited payable at Ahmedabad and to be submitted along with technical bid only, failing which tender will not be considered as a valid tender.
06	Security Deposit	5% of the contract value (including EMD) in form of DD/BG of nationalized bank or of AXIS, IDBI, HDFC, and ICICI will have to be paid on acceptance of the tender within seven (07) days of the issue of LOI/work order. It will be refunded after successful completion of work within 60 days.
	Period of Work	One year (starting from June 2016)
08	Pre-bid meeting	<b>19/04/2016 at 11.30 a.m.</b>
09	Last Date and time for Downloading of Tender document	<b>28/04/2016 up to 17.00 hrs</b>
10	Last date and time for On line submission of tender	<b>28/04/2016 up to 17.00 hrs</b>
11	Last date for Submission of Tender fee, EMD and Supporting documents for Technical bid (Hard copy)	<b>29/04/2016 up to 18.00 hrs</b> Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected.



12	Date and time for opening of Preliminary bid	30/04/2016 at 11.00 hrs
13	Date & time for opening of technical bid online	30/04/2016 at 12:30 hrs
14	Validity of Offer	180 Days after opening of technical bid on-line

- The cost of the tender document will not be refunded under any circumstances.
- The tender notice shall form a part of contract document.
- Tender received without E.M.D. will be outright rejected.

Corporation reserves right to reject any or all tender or part thereof or split the work between more than one tenderer, without assigning any reason thereof.

Tenders will be considered only of those parties having Permanent Account Number of Income-Tax, service tax no., P.F.no. and qualified as per pre-qualification criteria/bid.

Only the tenders of the tenderers who are qualified will be considered for further evaluation / opening of price bid.

Interested bidders can view these tender documents online but bidders who are interested in bidding in this, tenderers can download tender documents from <https://gmdc.nprocure.com>. Tender Documents are only available in Electronic Form. The bidder should submit all the forms electronically only.

Bidders who wish to participate in this tender will have to register on <https://gmdc.nprocure.com>. Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solutions – a division of GNFC Ltd, who are licensed

Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital

Certificate need not procure a new Digital Certificate.

The tenderers is required to submit the Tender Fee and EMD amount in sealed cover at Ahmedabad GMDC office on If EMD amount & Tender Fee are not submitted, tender will not be considered for scrutiny and will be summarily rejected.

In case, bidder needs any clarification or if training required for participating in on line tender, they can contact following office: -

(n)code Solutions- A Dvision of GNFC Ltd, (n)procure cell

301, 3<sup>rd</sup> floor, GNFC Infotower, Sarhhej – Gandhinager Highway, Bodakdev, Ahmedabad – 380 054.

Toll Free: 1-800-233-1-1- Ext: 501,512,516,517

Phone : (079) 26857316/17/18

Fax : (079) 26857321

E mail : [nprocure@gnfc.net](mailto:nprocure@gnfc.net)



#### DOWNLOAD OF TENDER DOCUMENTS:

The tender document for this works is available only in electronic format which bidder can download as explained above.

#### SUBMISSION OF TENDER:

Tenderer shall submit their offer in electronic format on above mentioned website up to after Digitally Signing the same. No offer in physical form will be accepted and any such offer if received by GMDC will be out rightly rejected.

#### **GENERAL MANAGER (POWER)**

Gujarat Mineral Development Corporation Ltd. (A Govt. of Gujarat Enterprise)  
“Kanij Bhavan”, 132 Ft. Ring road, Nr. Manav Mandir, University Ground,  
Vastrapur, Ahmedabad-380 052  
Ph: 079 27913200/3502/1662/1665  
Fax no: 079 27911822/2791 1520 E-mail: [power@gmdcltd.com](mailto:power@gmdcltd.com)  
Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com)

#### ANNEXURE : A

#### CRITERIA FOR PRE-BID QUALIFICATION



Sr. No.	Requirements for pre- bid qualification	Compliance
1.	Name & Designation of authorized signatory of the participating company.	
2.	Full Address of the Company with e-mail ID.	
3.	Telephone No.	
4.	Fax No.	
5.	VAT no.	
6.	P.F. Registration No.	
7.	Income Tax PAN	
8.	Service tax Regd. No. / Certificate	
9.	The bidder should have annual turn over of minimum Rs. 50 lacs for any one year of last 5 years ( please enclose the copy of the balance sheets).	15-16 14-15 13-14 12-13 11-12
10.	The bidder should have an experience in attending similar work (O&M of weigh bridge, new installation of weighbridge, turnkey basis contract of weigh bridge) in any power plant or big industries. Documentary evidence of completion of such type of work / current running work is essential.	
11	The bidder should have executed single order value to the tune of Rs. 20 Lacs during any one year out of last 5 years of above works.	
12	Order Value – in Rs of last five years.	
13	Copy of performance certificate / work completion certificate / current performance issued in the name of bidder.	
14	Penalty Term Accepted?	Yes / No
15	Deviation statement attached?	Yes / No



16	Whether EMD paid ?	Yes / No
17	Payment term accepted?	Yes / No

**NOTE:**

(1)It is compulsory for the tenderer to furnish the details against each of above items and wherever it is not applicable, it may be mentioned so against the respective item.

(2)Decision of the management regarding the qualifying / disqualifying the Tenderer shallbe final and binding to all and no correspondence in this behalf will be entertained.

Seal of the Company

Name and Signature of the  
Authorized Signatory

Name of the Company

Date :



## Scope of work:

The Successful bidder has to operate and maintain 3 Nos. weighbridges installed at power project.

- a) The operation and maintenance of complete weighbridge system includes weighbridge cabin , Computers, Printers, UPS and other related all accessories/equipments/spares/plates required for operating of the weighbridge. If required new installation of weighbridge in future instead of existing weighbridge, it will install by contractor at their cost and contract will be considered as BOOM (Built, own, operate and maintain) type without any extra payment. The existing weighbridge scrap/spares will be given to GMDC.
- b) The material like Load cells provided by contractor shall be of reputed/branded make of ISI/CE/NTEP mark only and compatible with existing GMDC software & System should be consistent to function with GMDC ERP system. Appliances like string if any required connecting the system shall be in the scope of contractor.
- c) Section used in the maintenance of weighbridge platform shall have adequate strength and size.
- d) The Successful bidder shall have to operate and maintain all the weighbridge as in good conditions.
- e) Testing and Stamping from concerned authority will be the responsibility of bidder.
- f) The weighbridges at project shall be calibrated fortnightly and to be certified the officer authorized by GM (Project).
- g) Daily cleaning of the weighbridge including above the platform and underneath the platform is essential & submit the report to GMDC officer in charge.
- h) Successful bidder will have to operate the weighbridges in all three (3) shifts on all working days including off/holidays.
- i) Manpower shall be deployed on 8 hrs. Shift basis.
- j) Shift timings shall be matched with the shift timings of project.
- k) Personnel engaged at weighbridge shall be well acquainted and skilled in its operation so as to carry out the work with effective speed and efficiency. **The persons working in Weigh Bridge shall make their attendance in biometric machine; payment shall be made on the basis of attendance certified by person authorized by General Manager (PP).****
- l) **The new weigh bridge system should have capacity of 50 MT and suitable to weigh at least 22 & 27 MT NET weight capacity of dumper/truck.****
- m) Successful bidder will have to make necessary arrangements so as to get minimum 95 % machine output per month.
- n) Successful bidder will have to make necessary arrangements to enable weighment of minimum 6000 MT total net weight per day from 3 weighbridges at project, failing which penalty @ Rs. 00.50 per MT of load in default, will be leviable on the bidders. However, no penalty shall be imposed on the bidders in case of reasons not attributed to bidder subject to verification by GM (Project).
- o) Records shall be maintained as desired by GMDC. Record shall be duly signed by Manager/authorized officer in-charge in this regard.
- p) The System & software used for recording the weighment should be compatible to the LAN system & ERP system (in future) of GMDC. It should be recorded, maintained and saved in the system format prescribed by GMDC. The daily production and dispatch report should be generated for submission. The compatible software is also in scope of contractor.
- q) In case of any breakdown in the weighbridges during operation, the fault shall have to be rectified by the bidder to set right the weighbridge within four hours of the breakdown, failing which penalty shall be imposed as per clause (s) above.



- r) The tenderer must have a valid license by weights & measurement department. Copy of the same duly attested should be submitted. License from department of metrology, Government of Gujarat for manufacturing / repairing / servicing of electronic lorry weighbridge in their name. License should be possessed for repairing and servicing for the weigh bridges as per the standards of weight and measure act in the state.
- s) Successful bidder will have to follow all the provisions of Act / labour law Mines Act etc.
- t) The total contract period will be one year and it may be extended for further period of two years on mutually agreed upon.
- u) Successful bidder shall have to supply all tools, tackles, consumables and required spares, soft ware etc. for operation & maintenance of whole system of weighbridges.
- v) **The Bank account of each weigh bridge personnel would be intimated to project office and the payment to each person should need through bank only. Bill will be processed only after the receipt of bank statement. (No cash payment is permitted in any circumstances.**

#### **1. SUBMISSION OF BIDS**

The bidder shall fill the price schedule in the format given as per attached format online only and the price shall be inclusive of cost of all manpower, consumables, tools and plants, transportation, safety and statutory compliance, mobilisation and demobilisation etc.

#### **2. TIME SCHEDULE**

Party shall mobilize to site within 7 days from the date / time intimation received by fax /phone in advance.

#### **3. INPUTS FROM GMDC-ATPS**

Electrical & water supply at one point free of cost. Party shall have to extend further as per their requirement, required lighting arrangements, Electrical power free of cost for operating m/c.

#### **4. TERMS OF PAYMENT**

The contractor shall raise the invoice in triplicate addressed to General Manager (Project) after completion of work along with protocol of work executed. The payment of the same shall be made within 30 days thereafter as per the following terms of payment –

- (i) 100% (90% FROM SITE & 10% AFTER APPROVAL FROM HO) payment against the work executed duly certified by GMDC-ATPS E-I-C.
- (ii) Service tax shall be paid along with bills after fulfillment of following items.
  - Submission of copy of registration certificate issued by service tax authority (to be furnished only once).
  - Citing the service tax registration no and date of issue of registration certificate on invoices.



- At present this service is considered under the category “works contract”.

Service Tax will be paid/adjusted/reimbursed to bidder as per prevailing rates and applicable rules from time to time as per Service Tax Act to the extent directly related to the services rendered by bidder under the said contract subject to production of documentary proof and bidder will mention the service tax amount separately in the invoice/bill after considering the abatement, if any.

- Proof of deposition/adjustment of service tax should be provided within three months from the date of RA Bill in respect of related work. In case of non-submission/delay in submission of the proof of deposition/adjustment of service tax, GMDC has right to reject the claim as per statutory provision applicable from time to time.
- RA bill must be submitted along with the names of the employee labours employed for the work, attendance sheet, salaries/payment made to them, PF code No., amount of P.F. deducted from the salary made to the labours and employer’s contribution amount deposited in RPFC against each and copy of challans for the amount deposited in RPFC office till the previous month duly certified by project office, failing which no payment will be made for the RA bill submitted by the Contractor
- TDS or other taxes will be deducted from monthly bill amount as per the prevailing Govt. Rules & regulations.

## **5. MOBILISATION**

Party shall have to mobilise skilled manpower, tools & tackle at ATPS site within 7 days of advance notice. They have to depute one qualified supervisor for co-ordinate with our Engineer-in-charge.

## **6. OTHER TERMS AND CONDITIONS**

- a) All statutory rules and regulations regarding the labour employed by the bidder viz. Insurance, ESI, PF, Minimum Wages, Workmen’s compensation act etc. as applicable shall be followed by the bidder. Records of such procedures will be made available to GMDC-ATPS for verification on demand.
- b) All requirements regarding safety of contractor’s workmen while on duty at site will be observed by the bidder and bidder will provide all necessary safety or other equipments / services for the same.
- c) Power supply and water connection shall be provided to the contractor at one point. One qualified electrician is to be deputed for electrical work by contractor.
- d) The basis considerations and the essence of the ‘ Contract’ shall be the strict adherence to the time schedule for performing the specified works. The work shall be carried out continuously round the clock.



- e) In case of delay in executing the contract by contractor, GMDC reserves the right to engage another contractor and complete the balance job at the risk and cost of the contractor. Contractor should be executed the work as per guided by Engineer Incharge.
- f) After mobilization to site immediately start the work Main concern of this contract is time, hence you have to stick on to the time schedule as indicated above.
- g) Third party liability and Transits insurance of the consignment/ Insurance of tenderer's manpower are to be provided by the tenderer at his cost.

Stamp & Signature of the Tenderer



Tenderers Letter Head

REF. NO.

DATE:

TO,

GENERAL MANAGER (POWER),  
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,  
“KHANIJ BHAVAN”, 132, FT. RING ROAD,  
NEAR UNIVERSITY GROUND, VASTRAPUR, AHMEDABAD -  
380052.

**SUB. TENDER FEE** - FOR TENDER NO. PP MECH 2016-17-01 ANNUAL CONTRACT FOR  
COMPREHENSIVE OPERATION AND MAINTENANCE OF WEIGHBRIDGES INSTALLED AT AKRI  
MOTA TPS, NANI CHER, TA: LAKHPAT DIST: KUTCH, (GUJARAT)

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER, WE ARE  
SENDING HERewith D.D. / PAY ORDER NO:

\_\_\_\_\_ DATED \_\_\_\_\_ FOR RS.-----/- DRAWN ON

\_\_\_\_\_ BANK \_\_\_\_\_ BRANCH

IN FAVOUR OF M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION  
LTD. PAYABLE AT AHMEDABAD, BEING THE AMOUNT OF TENDER FEE.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR THE SAME.

THANKING YOU,

YOURS FAITHFULLY,

NAME, SIGNATURE & STAMP OF TENDERER



On Tenderer's Letter Head

REF. NO.

DATE:

TO,

GENERAL MANAGER (PURCHASE),

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

“KHANIJ BHAVAN”, 132, FT. RING ROAD, NEAR UNIVERSITY GROUND,  
VASTRAPUR, AHMEDABAD – 380052.

**SUB. : E.M.D. FOR TENDER NO.PP MECH 2016-17-01 ANNUAL CONTRACT FOR COMPREHENSIVE OPERATION AND MAINTENANCE OF WEIGHBRIDGES INSTALLED AKRI MOTA TPS, NANI CHHER, TA: LAKHPAT DIST: KUTCH, (GUJARAT)**

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER, WE ARE

SENDING HEREWITH D.D./PAYORDER NO:

\_\_\_\_\_ DATED \_\_\_\_\_ FOR RS. \_\_\_\_\_/- DRAWN ON  
\_\_\_\_\_ BANK \_\_\_\_\_ BRANCH

IN FAVOUR OF M/S.GUJARAT MINERAL DEVELOPMENT CORPORATION

LTD. PAYABLE AT AHMEDABAD, BEING THE AMOUNT OF E.M.D.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR THE  
SAME.

THANKING YOU, YOURS

FAITHFULLY,

NAME, SIGNATURE & STAMP OF TENDERER



On Tenderer's Letter Head

**DECLARATION-I**

REF. NO.

DATE:

TO,

GENERAL MANAGER (POWER),  
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD. "KHANIJ BHAVAN",  
132, FT. RING ROAD,  
NEAR UNIVERSITY GROUND, VASTRAPUR,  
AHMEDABAD-380052.

**SUB.** : TENDER NO.PP MECH 2016-17-01

DEAR SIR,

I / WE HEREBY SOLEMNLY DECLARE THAT ANY OF OUR PARTNERS JOINTLY OR SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY / ASSOCIATE COMPANY HAVE NOT BEEN BLACK LISTED BY THE CENTRAL GOVT. OR ANY STATE GOVT. OR ITS UNDERTAKING.

I / WE HERE BY FURTHER DECLARE THAT, IF THE ABOVE DECLARATION

IS FOUND UNTRUE, G.M.D.C. LTD. SHALL BE ENTITLED TO TAKE ANY ACTION AGAINST US SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY IN THIS REGARD IN ANY MANNER AS MAY BE DEEMED FIT BY G.M.D.C.

THANKING YOU, YOURS  
FAITHFULLY,

NAME, SIGNATURE & STAMP OF THE TENDERER



DECLARATION - II

From:

Letter No.

Date:

The Managing Director,  
Gujarat Mineral Development Corporation.Ltd.,  
"Khanij Bhavan",  
132 Ft. Ring Road, University Ground,  
AHMEDABAD-380 052.

**SUB: -TENDER NO.PP MECH 2016-17-01 ANNUAL CONTRACT FOR COMPREHENSIVE OPERATION AND MAINTENANCE OF WEIGHBRIDGES INSTALLED AT 2 X 125 Mw Akrimota Thermal Power Station, at Village Chher Nani, Ta: Lakhapat, Dist: Kutch- Gujarat.**

Dear Sir,

I/we having carefully gone through and clearly understood the Introduction, Tender Notice, documents to be enclosed and sent along with this tender, specifications, conditions of contract etc. for the above mentioned work, do hereby tender to execute and complete the whole of the work strictly in accordance with the said specifications and conditions of contract at the rates set out in the priced schedule and quantities attached hereto.

I/we agree to finish the whole of the work as per schedule the date of issue of Letter of Intent or actual commencement of the work whichever is earlier.

I/we have deposited as Earnest Money Rs. 25000.00 by demand draft in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be liable to be forfeited by the Corporation at its sole discretion, in the event of your accepting my/our tender and I/we fail to execute the contract, when called upon to do so.

It is understood by me/us that the lowest or any tender will not necessarily be accepted and that no reasons shall be given for such non-acceptance.

I/we agree to keep our offer open for 90days or for a further period as would be desired by the Corporation from the date of opening of the tender.

We agree to all the terms and conditions of the tender.

Yours faithfully,

Signature & stamp of Contractor



TENDER NO. PP MECH 2016-17-01

ANNEXURE:

SCHEDULE OF PRICE:

Sr. No	Description	Qty.	Unit Rate in Rs. Per MT	Total approx. Cost in Rs. (per year)
1	Annual COMPLETE COMPREHENSIVE OPEARTION & MAINTENANCE of weighbridges system including supply of necessary required spares, consumables, man power, software, etc. as per scope of work mentioned in the tender including mobilisation / demobilisation charges. Per MT price for Lignite/LIME/HFO/LDO/ASH etc.	1360000		
Total approx.amount in Rs. Excluding only service tax as per rules				

**Note: The above mentioned quantities are approximate however the payment will be made on actual quantity as quoted unit rate on monthly basis.**

COMPANY SEAL

Stamp & Signature of Tenderer



### SCHEDULE OF DEVIATIONS

The deviations, from the Scope and Schedule of Work if any, shall be listed out by the bidder in this schedule. Deviations mentioned elsewhere, shall not be considered.

Sr. No.	Section / subsection	Deviation

Seal of the Company

Signature:

Name:

Designation:

Company:

Date:



## **STATUTORY COMPLIANCE OF LABOUR LAWS**

Statutory compliance of the labour laws on the part of Contractor is as under:

1. The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to his contract from time to time. These Acts/Rules include without limitation of the following.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws, applicable such as Minimum Wages Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provisions Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Byelaws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
  - 3.1 The Contractor shall provide and be responsible for payment of Wages, salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel per law/rules/regulations and orders of the Central Government, State government, Local authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
  - 3.2 The Contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 at the time of execution of the contract covering all his employees working at ATPS site and furnish the same, failing which GMDC may terminate the contract at its sole discretion.
  - 3.3 The Contractor shall at the time of execution of the contract have an EPF code number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1952 and remit contributions in respect of the employees employed by him at ATPS site to the PF office concerned every month, failing which GMDC will recover from the outstanding payment to the contractor from GMDC.
  - 3.4 The Contractor shall maintain all records/registers required to be maintained by him under various Labour Laws mentioned above and produce the same before the Statutory Authorities whenever required.
  - 3.5 The contractor shall also submit periodical reports/returns to the various statutory authorities such as the Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Act etc. under intimation to P&A Dep't.
  - 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
  - 3.7 The Contractor shall be responsible for payment of overtime Wage to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
  - 3.8 The Contractor shall take Workmen Compensation Insurance Policy for all his employees working at ATPS. The Contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
  - 3.9 The Contractor shall in the event any of his workmen/employees sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation s applicable, required under the Workmen's Compensation Act, 1923.



- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the contractor shall replace them immediately.
- 3.11 The Contractor shall not engage/employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GMDC will have right to deduct and disburse the claims of the individual/parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts a claim or recovery of money due to him from the contractor before the appropriate authority under the I.D Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GMDC if in the event GMDC pays it as Principal Employer.
- 3.13 The Contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Laws, in presence of representative of the Company. He will submit a true copy of wages sheet, attendance register and PF remitted challans on monthly basis to P&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items/kits to his employees such as safety shoes, goggles, ear plug, hand gloves, safety belts etc, if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.

This list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing law or a new statute shall automatically become applicable.

Signature & Stamp of Tenderer



TENDER NO PP MECH 2016-17-01

**OTHER TERMS & CONDITIONS OF TENDER NO. PP MECH 2016-17-01**

1) Security Deposit:

The successful tenderer shall have to deposit Security Deposit by way of Demand Draft / Pay Order/BG at 5% of the order value (including EMD) within a 7 days after receipt of the LOI.

If the successful tenderer does not pay Security Deposit or does not work as per our order or does not fulfill any of the terms & conditions of this tender, Earnest Money deposit paid by such tenderer shall be liable to be forfeited by the Corporation.

Security deposit paid by the successful tenderer shall be liable to be forfeited by the Corporation, if he is not able to do work in accordance with the terms & conditions. Security Deposit paid will be refunded within 90 days after the execution of the work satisfactorily. Earnest Money / Security Deposit will not be bearing any interest.

2) No Relaxation on EMD / SD:

Unit registered with Govt. of Gujarat / National Small Industrial Corporation Ltd. As SSI Unit will not be exempted from paying Earnest Money Deposit / Security Deposit in any case. Cheque will not be accepted.

3) Validity:

Rate quoted shall remain valid for 180 days from the date of opening of the Technical-Bid, which shall have to be extended unconditionally for further Maximum period of 30 days, as deem fit by the Corporation.

- 4) Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered.
- 5) The tender submitted in contravention of the terms & conditions stated herein will not be considered.
- 6) No conditional tender will be accepted and will be rejected outright.
- 7) For any typographical error in this tender, decision taken by Corporation will be final & binding to all the bidders.
- 8) In case of disputes or difference of opinion in the interpretation of any of the terms & conditions of this tender, the decision of the Managing Director, of GMDC shall be final and binding to all.
- 9) The Corporation reserves the right to reject any or all tenders without assigning any reasons thereof. The Corporation also reserves the right to amend, alter, increase or decrease the quantity of the work. If necessary to do so the Corporation reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the



above act, the corporation does not accept any liability or any financial or other loss that the tenderer may have to suffer in exercising this power by the Corporation.

- 10) The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.
- 11) Bidders are advised to visit the site to study the actual working conditions, before submitting their offer and no excuse in this regard in case of any lapse or fault shall be acceptable later.

Any neglect or failure on the part of the bidder in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time, in strict accordance with the contract documents.

- 12) GMDC will not be responsible for any postal delay whatsoever.
- 13) Bids once submitted shall not be returned and shall remain the property of GMDC.
- 14) The quantity mentioned in the tender (price schedule) is approximate however the payment will be made on actual quantity is to be weighted on monthly basis. The proof of quantity weighted should be submitted to the engineer in-charge and it will be certified by GMDC officer/department head/ project head.
- 15) At any time GMDC shall fore close the contract with giving an advance notice of two months. The bidder shall have to clear the premises/space at once and leave the site without any extra cost or burden on GMDC.
- 16) GMDC may terminate the contract after due recoveries of pending jobs/damages after giving 30 days notice to the bidder on the occurrence of the following events.
  1. Contractor is adjudged as insolvent.
  2. Contractor is abandoned the contract.
  3. Contractor fails to proceed with the work with due diligence as per the requirements of the work order.
  4. Contractor is neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed under the contract.
  5. Any violation of applicable labour laws.

If at any time during the currency of this contract, if any breach occurs due to the fault of contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by contractor.

Seal & Signature of Bidder



**DETAILS OF SIMILAR WORK COMPLETED**

- 1 Name of Contractor :
- 2 Name of work :
- 3 Estimated cost of work put to tender :
- 4 Revised Estimated cost :
- 5 Tender Amount :
- 6 Date of starting the work :
- 7 Date of completion of the work :  
(As per contract agreement)
- 8 Actual date of completion of work :
- 9 State whether the details as above :  
given by the contractor are correct  
if not state as to what is the correct  
information
- 10 State whether the contractor has  
executed the work in progress  
Satisfactory as per specification if not  
give the correct position of the work:
- 11 Period rate & amount of compensation  
if levied :
- 12 Period of extension granted if any :
- 13 Reason for delay in granted if any :
- 14 Any other remarks : Particulars of work completed

Date:

Signature of Applicant



### TERMINATION OF THE CONTRACT.

- 1 If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the CORPORATION, CORPORATION shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the CORPORATION shall have a right to complete and I or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the CORPORATION to complete the work and I or to get the work completed.
- 2 Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of CORPORATION, CORPORATION has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the CORPORATION shall be entitled to forfeit the security deposit paid by the Contractor and the CORPORATION shall have a right to complete the work and I or to get the work completed at the risk and cost of the Contractor.
- 3 For any reasons, if it is required, the CORPORATION reserves rights to cancel terminate amend and I or alter the contract and I or bifurcate and I or reduce the contract work at any time without giving any notice to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the CORPORATION.

### ARBITRATION:

The parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and the liabilities of the parties to this agreement (a 'dispute') through good faith negotiation.

"All questions, disputed, differences and /or interpretation of tender/LOI/Work order/agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to, shall be refer to Sole Arbitrator as per the provision of Arbitration and Reconciliation Act., 1996. The venue of arbitration proceedings shall be at Ahmedabad. The language of Arbitration shall be in English."



JURISDICTION:

"Matter relating to any dispute or difference arising out of this tender and subsequent contract shall be subject to the exclusive jurisdiction of courts at Ahmedabad only."

Force Majeure:

Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be which they could not foresee or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (i) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
  - (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of, such a cause notify the other in writing of such cases
- a. Your company will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Corporation.
  - b. For delay arising out of Force Majeure, your company will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
  - c. The contractor or the Corporation shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.