



**GUJARAT MINERAL DEVELOPMENT
CORPORATION LIMITED**

TENDER NO. GMDC H.O, ELE, FIRE FIGHTING SYSTEM - COB 01/16-17

Annual Maintenance Contract for a period of two years for Fire Fighting & Operation,

Testing and General Maintenance of fire fighting equipments, Fire Protection system,

checking of fire Detection & Fire Alarm system, Installed

AT

OUR CORPORATE OFFICE

KHANIJ BHAVAN, NR. UNIVERSITY GROUND

123 FT. RING ROAD, VASTRAPUR

AHMEDABAD 380 052

1. You are requested to take a print-out of the tender and submit technical bid and price bid in two separate covers.
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 specifications.
4. The bidders are required to submit their bids in the prescribed format.

**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:** 079-27911822/1454

E-mail: power@gmdcltd.com **Web H.O:** <http://www.gmdcltd.com>



TENDER NO. GMDC H.O, ELE, FIRE FIGHTING SYSTEM -COB 01/16-17

Sub Annual Maintenance Contract for period of two years for Fire Fighting & Operation, Testing and General Maintenance of fire fighting equipments, Fire Protection system, checking of fire Detection & Fire Alarm system, installed at GMDC Corporate Office, building at 132' ft Ring Road, University Ground, Opp. Manav Mandir, Vastrapur, Ahmedabad.

01	Tender No.	GMDC H.O, ELE, FIRE FIGHTING SYSTEM COB 01/16-17
02	Tender Fee [Non refundable]	Rs.500/- (Rs. Five Hundred Only)
03	Scope Of Work VX	Annual Maintenance Contract for period of two years for Fire Fighting & Operation, Testing and General Maintenance of fire fighting equipments, Fire Protection system, checking of fire Detection & Fire Alarm system, Installed at GMDC Corporate Office
04	Place of Work	Our Corporate Office at Khanij Bhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052.
05	Earnest Money Deposit	Rs.3,000/- 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	10% of one year contract value (including EMD) in form of demand draft / Bank Guarantee (excluding EMD) will have to be submitted within fifteen (15) days of the issue of LOI.
07	Download of tender	You are requested to download tender from our web site take print and submit at our HO along with EMD & Tender fee
08	Method of submission of TENDER in two parts	Technical and Commercial bids separately in different covers. Price should not be indicated in the Technical Bid
09	Last date for submission of Tender fee, EMD and for other documents in person or through post.	30/80/2016
10	Verification of submitted documents(EMD, tender fee etc)	31/8/2016
11	Opening of technical bids	31/8/2016



12	Place for opening of online tender	GMDC Ahmedabad office
13	Validity Of Tender	Minimum 150 days.

- The cost of the tender document will not be refunded under any circumstances.
- Conditional tender shall not be accepted.
- 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.

The tenderer, if registered under DGS&D, SSI, NSIC will not be exempted from submission of EMD and Security deposit as well as no price preferences over the quoted rates will be considered

Only the tenders of the tenderers who are qualified will be considered for further evaluation.

The tenderer is required to submit the Tender Fee and EMD amount in sealed cover at Ahmedabad GMDC office on DT. up to 04-00 P.M. . If EMD amount & Tender Fee are not submitted, tender will not be considered for scrutiny and will be summarily rejected. In case, bidders need any clarification they can contact following office: -

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
Visit our web H.O: www.gmdcltd.com



INSTRUCTIONS TO THE TENDERER
(To be read & studied before quoting the Tender)

1. No escalation in price/rate will be allowed once the offer is submitted.
2. All bid documents shall be signed by the authorized person/representative of the bidder.
3. The bidder shall bear all costs associated with the preparation and the submission of the bid whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc. in connection with the bid.
4. It is the bidder's obligation to confirm scope of work and work to the best of the efforts to complete the work as per the expected schedule provided to them.
5. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. If required, the tenderers may visit the H.O. along with the tender copy, for on-the-spot study of the nature and the extent of job before submitting the offer.
8. No escalation in price / rate will be allowed on any ground, extension in time limit may be granted with an explicit understanding that no price escalation will be paid.
9. Tenders will be opened in Two Bid system, i.e. Technical or Prequalification Bid and Price Bid. First the Technical or Prequalification Bid will be opened on the date of opening of the tender in the presence of the tenderers. The Corporation will scrutinize the same and the Price Bids will be opened only of those tenderers, who qualify themselves in Technical / Prequalification Bid. The technically qualified tenderers (Prequalified Tenderers) will be informed regarding the date, time and venue for the opening of the price bid..
10. The tenderer is required to submit the DD towards EMD as per Limited tender notice. It should be noted that if the demand draft of EMD is not submitted, the tender will not be considered for scrutiny and will be summarily rejected.
11. The tenderer will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given in this document.
12. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by the tenderer. Any comments which the tenderer desires to make, shall not be placed on the tender documents, but shall be made in the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the tender documents.
13. Wherever the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the GMDC not later than 7 days' period to the date of submission of tender. On receipt of such queries the GMDC/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC nor the



Engineer-In-Charge/consulting engineer will be responsible for any oral instructions.

The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.

- 14.** Tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.
- 15.** If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract without disclosing their connections, then such tenders will be rejected and the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be cancelled.
- 16.** In case the tenderer is a joint stock company, the contract must be affixed with the seal of the company in the presence of witnesses and signed by two Directors or by persons duly authorized to sign the contract for the company under a power of attorney. The tenderer shall produce a certified copy of such power of attorney at the time of making the agreement.
- 17.** The tenderer must fill in all blank spaces in the form of tender and sign in long hand as and where shown and scan the same. Only the principal executive / officer authorized to make the contract, should sign the tender, and execute the contract on behalf of the tenderer.
- 18.** The tenderer must be very careful to deliver a bonafide tender. Such a tender must not propose any other condition than those laid down in this Document.
- 19.** Any tender who proposes alterations to any of the conditions laid down, or which proposes any other conditions of any description whatever is liable to be rejected.
- 20.** Incomplete tenders are liable to be rejected
- 21.** The tenderers are required to visit the H.O along with the tender copy, to study the actual working conditions before submitting the offer.
- 22.** All the rates quoted by the tenderer must be inclusive of all taxes, service tax, duties, turn over tax etc.



BID FORM:

Application expressing interest by the Bidders:

**TO,
GENERAL MANAGER (POWER)
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Govt. of Gujarat Enterprise)
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND
VASTRAPUR, AHMEDABAD- 380 052**

Subject:

Dear Sir,

I/We are interested in participating in the above e-Tender for the subject works at GMDC Corporate Office Building at Ahmedabad. We will carry out the works as per terms & conditions mentioned in the tender.

I/We have adequate experience of similar works and have adequate infrastructure, machinery and funding at our disposal to execute the work. We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC. We have understood that during the contract period, GMDC will be only responsible for providing supports and no other lieu will be paid/ reimbursed by GMDC in any case. If my work is not satisfactory, GMDC will be authorized to cancel / terminate the contract at any time & my security deposit also will be forfeited.

Thanking you.

Yours faithfully,

[Authorized Name, Signatory & Stamp]



1.0 NOTICE INVITATION TO BIDDER:

Gujarat Mineral Development Corporation Ltd. (GMDC) invites bids from reputed financially sound and experienced contractors for Annual Maintenance Contract for period of two years for Fire Fighting & Operation, Testing and General Maintenance of fire fighting equipments, Fire Protection system, checking of fire Detection & Fire Alarm system, Installed at GMDC Corporate Office

Contract period: The contract period will be Two years. Present contract is available up to 26.09.2014. The contract will start from OCT-2014. The period can be extended if mutually agreed upon by both the parties for further six months on same terms & condition.

The validity of the Bid shall be 150 days from the date of opening of preliminary bid.

Bids complete in all respect will be received by General Manager (Power) at the above address.

GMDC reserves the right to reject any or all the EOI or split the work between more than one bidders without assigning any reason thereof.

2.0 LOCATION AND DESCRIPTION OF THE SITE:

The proposed work at GMDC Ltd., Corporate Office Building, Khanij Bhavan, 132 ft ring road, near university ground, vastrapur, ahmedabad - 380052, Gujarat.

OVERVIEW OF Fire Fighting System INSTALLED at our corporate is as per following

GMDC have **basement + 8 floor building consisting of following fire fighting system**

Type of system: _____ **Date of commissioning** May 2001

1. **Fire Hydrant System**
2. Fire Alarm system
3. Sprinkler System
4. Fire extinguisher

Basic Information Basement to 8th Floor and terrace , Tower A & B



GMDC

<p>fire Hydrant system</p> <p>No. of Hydrant Valves: 38</p> <p>No. Of Hose Boxes : 38</p> <p>No. of Rubber Hose Reels: 20</p> <p>No. of delivery hose (Cotton) : 42</p> <p>No. of Sluice Valve/NRV Isolation Valve : 12</p> <p>No. of Main Pumps 01 Nos KW 55</p> <p>Jockey Pump 01 Nos 11KW</p> <p>No. of Related Control Panels 2 Nos</p> <p>Sprinkler system</p> <p>No. of Sprinklers : ...1+1 (Basement & Auditorium.)</p>	<p>Fire Extinguisher</p> <p>No. of Fire Extinguishers</p> <ul style="list-style-type: none"> • DCP 5.0 Kg. ... 20 • DCP 2.0 Kg.... 3 • CO2 4.5 Kg..... 20 <p>-----</p> <p>-- 43</p> <p><u>Fire Alarm system</u></p> <p>No. of Fire Alarm Panels: 1+8</p> <p>No. of MCP: ... 20.</p> <p>No. of Hooters: 20</p> <p>Pump Trigger system</p> <p>No. of On / Off switch ... 18 +1</p>	<p><u>Burglar alarm System</u></p> <p>125</p> <p>APROX</p> <p>No. of Detectors :</p>
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3. Scope of Work:

The scope as mentioned in the above para and as well as, as per following, preventive maintenance will be done at every 15 days. These include:

- 3.1 Starting of main pump and jockey pump and all fire fighting pump along with its related accessories like foot valve, strainers etc.
- 3.2 Checking of remote control fire pump and related all panel.
- 3.3 Checking on/off switches for starting pump for each floor.
- 3.4 Checking of all hydrant valve and its services.
- 3.5 Checking of all branches all hose pipe, hose reel, hose reel box and shot off nozzle.



- 3.6 Checking and services of all sluice valves, hydrant valves and all NRV.
- 3.7 Checking of Sprinklers system
- 3.8 Checking of Fire Alarm System includes panels manual call point, hooters etc.
- 3.9 Checking of burger alarm system which includes checking all the nos. of detectors.
- 3.10 Checking of fire extinguisher which includes CO₂ and DCP (dry chemical powder).
- 3.11 Checking of down comer system from terrace.
- 3.12 Checking of over head tank refueling by pass line with valve.
- 3.13 Any fulfillment of statutory requirements regarding the present work is in your scope.
- 3.14 It is the responsibility of yours that to get the renewal of No objection certificate from Chief Fire officer, Ahmedabad Fire and Emergency services, Municipal Corporation, before expiry of the license within reasonable time. However, any fees required to be paid, will be paid by you and same will be reimbursed by GMDC on the production of original documentary proof to the said effect. At present renewal of No objection certificate is valid up to 07.06.2017. During your contract period it is your responsibility to get No objection certificate before renewal it should not expired during contract period.
- 3.15 During every service of hydrant system, pressure should be checked with the help of double nozzle and it should be as per the norms required from basement to terrace.
- 3.16 During every service of sprinkler system should be checked with tube breaking test and operated successfully and new tube to be provided as a proof as per the norms required from basement to terrace.

You are required to keep all the fire protection equipment in ready to operate and in healthy conditions. Fire Detection and Fire alarm system required to be inspected & checked twice in a month for their healthiness. Fire extinguisher is to be maintained in ready to use condition as per fire standards. Other equipments are to be checked and tried periodically.

Mock drill to be conduced on mutual agreement & suggestions. All pumps to be tested periodically for auto operation or their trouble free availability and operation.

Above all and other such activities related to this work to be carried out through expert manpower regularly, in addition to maintenance of the system. All calls you have to attend immediatly. The checking of the fire protection system in the auditorium as and when



required to be attended and you shall have to depute manpower during any functions held in that place and will be informed for the same.

It is prime responsibility of tenderer to handle any emergency effectively and to ensure fire provisions and healthy condition of installed fire protection system. It also includes, as and when required to upgrade the system as per standards and for that you may suggest and submit the report.

As mentioned above periodically, the system is to be checked at every 15 days and the report of the same is to be submitted as per GMDC requirements.

You have to deploy, experienced manpower for checking of the system and you should have to carry out the checking and inspection work always in a presence of GMDC representative, security personnel.

You will be solely responsible for the safety of workmen. You shall have to provide personal protective equipments to your workmen and shall ensure safe working condition and precaution while working at higher and in case of violation safety norms, rules & regulations, Engineer in charge is authorized to remove the personal.

4. **CONTRACT PERIOD**

The contract period will be Two years. Present contract is available up to 30.09.2016. New contract will start from OCT-2016. The period can be extended if mutually agreed upon by both the parties for further six months.

5.0 **EARNEST MONEY DEPOSIT:**

5.1 A non-interest bearing **Earnest Money Deposit of 3,000/-** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of DD in favour of **GMDC Ltd. payable at Ahmedabad** from any Nationalized or scheduled banks (not being a cooperative Bank).

5.2 The unsuccessful bidders will be refunded the EMD amount by way of crossed cheque within 90 days of finalization of the tender.

5.3 The EMD of the successful bidders shall either be adjusted as a part of security deposit, if desired by the tenderer or shall be refunded by way of crossed cheque on receipt of security deposit amount / completion of work.

5.4 If the party does not accept the work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeited.

6.0 **SECURITY DEPOSIT:**

The successful Tenderer shall have to deposit Security Deposit @ 10% (including EMD) of the total work order value of one year within a fortnight after receipt of the LOI / work order by Demand Draft / Bank Guarantee in favour of **GMDC Ltd. payable at Ahmedabad** from any Nationalised bank (not being a cooperative Bank).



If the successful Tenderer does not pay Security Deposit 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 as per terms & conditions of the tender.

Security Deposit paid will be refunded after the completion of satisfactory contract period.

Earnest Money / Security Deposit will not bear any interest.

After completion of work bidder will have to submit 'NO DUE CERTIFICATE' for final payment.

7.0 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.

8.0 Specification & Technical details as given in the tender shall be clearly confirmed in the offer. In case any deviation is proposed, it shall be clearly highlighted in deviation form only. All other information required (technical) literature, leaflet, price list etc. should be furnished. However, the decision of the company regarding the acceptability of the deviation shall be final.

9.0 PRICE:

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the Tenderer should be firm and no price increase will be allowed to the tenderer during the execution of contract period.

10.0 VALIDITY:

Rate quoted shall remain valid for 150 days from the date of opening of the Preliminary / Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as deemed fit by the Corporation.

11.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS.

The quoted rate will be inclusive of all taxes (VAT, sales tax, and excise), duties, insurance, transportation, mobilization, demobilization, levies etc. **except service tax** other than these will not be considered.

In case order is placed to you, changes by statutory body causing variation in or fresh imposition of service tax shall be applicable at actual (Statutory variation in GMDC account).

Tenderers shall be responsible for arranging requisite manpower and shall also fulfill the provisions of Labour Laws, PF Act and Rules; Contract Labour Laws, safety related rules etc. pertaining to employment of labour and other statutes in force from time to time.



12.0 PAYMENT TERMS:

Payment will be made within 30 days after completion of each quarter and payment are released on quarterly basis after presentation of the invoice from your side after checking and service report should be verified and certified by GMDC authorized representative. Invoice must be submitted along with copy of test certificate, copy of test report. The invoice payment will be after deduction of Income tax and other taxes applicable.

During the contract if any spares required then you will have to supply the same as per attached list after deduction of 15% VAT as and when required

Our fire fighting system contain following three system :

1) Fire Hydrant System; 2) Fire Alarm and Sprinkler system, 3) Fire extinguisher If out of this any service is pending as mention above payment will be deducted (@33.33% for each system) for non-compliance of each such system, from quarterly Service invoices.

13.0 TERMINATION OF CONTRACT :

GMDC may terminate the contract after due recoveries of pending jobs/damages after giving 15 days notice to you, if any of the following event occurs.

- i. You are adjudged as insolvent.
- ii. You have abandoned the contract.
- iii. You fails to proceed with the work with due diligence as per the requirements of the contract.
- iv. You have 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 by you.
- v. Any major contradiction of applicable statutory laws.

14.0 INTERPRETATION OF CLAUSE :

In case of disputes as regards interpretation of any of the clause or specification, the decision of General Manager (Power), GMDC will be final and binding on you.

15.0 Workmen's Compensation Insurance:

You shall take all Risk Insurance Policy to cover all yours workmen, staff applicable under the Workmen's Compensation Act, 1923 or any amendment thereof, as also insurance cover for third party liability. You shall keep GMDC indemnified from all liabilities arising out of his action in pursuance in this contract. The W.C. Policy should be obtained from ahmedabad region Jurisdiction and shall be assigned to GMDC.



16.0 Statutory Compliance:

- a) You shall be solely responsible for any accident to your workers and should adhere to all the rules / regulations as per Labour law of Government and other statutory laws as applicable.
- b) You should register himself under the Contract labour Act, Workmen's compensation Act and PF Act (Code No. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The W.C. Policy copy should be submitted to GMDC prior to commencement of work and labour license should be obtained within One week from the date of issue of Form-V. A copy of Labour license shall be submitted to GMDC, P&A Department (if applicable).
- c) You will have to insure your workmen/ supervisor under the group insurance scheme, so that there will not be any problem after any accident and it may also cover the liability under the Workman Compensation Act.
- d) You will be responsible for compliance of all statutory rules, regulation, act enforced from time to time framed by the Government, Such as factory Act, Workmen Compensation Act, Payment of 'Wage Act', minimum Wages Act, Provident Fund Act, Payment of Bonus Act, Labour Law Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him or his employees or to the Government under the above rules, regulations, acts, GMDC reserves the right to recover the same from him and pay to the concerned employee.
- e) Your all employees should maintain due discipline and respect local sentiments. GMDC reserves the right to direct you in respect of such persons who do not comply above requirement.
- f) You 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.
- g) You shall conduct pre-induction and periodic medical checkup of your workmen as per applicable laws.

17.0 General Terms & Conditions of Contract:

- 17.1 Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered.
- 17.2 The tender submitted in contravention of the terms & conditions stated herein will not be considered.
- 17.3 No conditional tender will be accepted and will be rejected out rightly. Conditional tender will not be read at the time of Opening.
- 17.4 For any typographical error in this tender, decision taken by Corporation will be final & binding to all the bidders.



- 17.5 The Corporation reserves the right to reject any or all bids without assigning any reasons thereof. The corporation also reserves the right to amend, alter, increase or decrease the quantum of 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.
- 17.6 Canvassing in any form may lead to rejection of the offer.
- 17.7 Bids once submitted shall not be returned.
- 17.8 The tenderer who have earlier been awarded contract by the company for any job which they either did not accept or have abandoned if or contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.
- 17.9 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.
- 17.10 The contractor shall be responsible for all risks involved, liabilities and obligations arising out of this contract, and all the provisions of law in force from time to time.
- 17.11 Security norms and gate entry procedure shall be strictly adhered to.
- 17.12 The contractor shall provide I-cards to all employees/supervisor/site in charge/labourers which shall be randomly inspected.
- 17.13 Contractor shall remove any personnel from the work who in view of the Engineer-in-charge misconducts himself or is incompetent or negligent in performance of his duties or not adhering to safety practices.
- 17.14 In case department receives any written complaint from workers regarding non-payment of wages, the amount payable to them will be recovered from the contractor's bill and will be paid to them. In case the contractor further fails to pay the wages to the workers, department will make such payments to the workers and charge 10% administrative overhead charge from the contractor on this account and may forfeit the security deposit also.
- 17.15 In case of dispute regarding the equipment and area of the plant the decision of the Engineer-in-charge shall be final and binding.
- 17.16 No person under the age of 18 years shall be engaged by the contractor and will not be permitted entry into work area.
- 17.17 If the contractor does not comply with the instructions for providing sufficient quantities of man or material or spares, GMDC will produce same at the risk and cost of contractor and recover same from materials dues of contractor with 10% overheads on actual rates.
- 17.18 **Safety:** Contractor shall be solely responsible for the safety of his workmen. He shall ensure that no damage to the equipment is caused by him or his workmen during O&M work. He shall



abide by the safety rules and regulation as per exiting law. He shall provide personal protective equipment to his workmen and shall ensure safe working conditions and precautions while working at heights and hazardous condition. In case of violation of safety norms, rules & regulation E-I-C is authorized to remove the person or equipment if felt as safety hazard and may take necessary action against the Contractor.

- 17.19 Party should visit the site to understand and familiarise themselves thoroughly with the plant condition / equipments and system before submitting the tender as work is to be carried out on comprehensive basis.
- 17.20 Any dispute or difference between parties arising out of the contract to the extent possible shall be amicably settled between the parties. If amicable settlement cannot be reached, all disputed issues shall be resolved through arbitration, according to the provisions of Indian Arbitration Act, 1940. The place of arbitration shall be at Ahmedabad.
- 17.21 Work under the contract shall be continued by the contractor during arbitration proceedings unless GMDC shall order suspension / termination thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.
- 17.22 In case of any damage of equipments/machinery due to negligence of the contractor or any other reasons attributed to contractor the decision of Engineer-In-Charge regarding the amount of recovery shall be final and binding. However amount shall be restricted to 5% of the total contract value. Recovery will be affected from bills and/or security deposit.
- 17.23 If the contractor fails to execute the work as per directions of GMDC's Engineers (I/c) within the time frame given, GMDC shall get the work done by third party at the risk & cost of the contractor.

18.0 **Penalty:**

Our fire fighting system contain following three system :

1) Fire Hydrant System; 2) Fire Alarm and Sprinkler system, 3) Fire extinguisher If out of this any service is pending as mention above payment will be deducted (@33.33% for each system) for non-compliance of each such system, from quarterly Service invoices.

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final and binding. However the amount shall be restricted to 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.



- (ii) If the contractor fails to execute the work as per directions of GMDC's Engineer (I/c) within the time frame given. GMDC shall get the work done by third party at the risk & cost of contractor.
- (iii) Payment will be made as per actual jobs carried out.
- (iv) During any fire if system is not operated then penalty at 10% from the annual contract will also be deducted

19.0 The contractor shall depute required manpower in shift/Sunday/holidays consisting of supervisor, technicians, helpers etc. for any emergency operation and repairing job which may come up at night/Sunday/holiday. No extra cost shall be paid for attending the job in such an emergency on Sunday / holiday etc.

20.0 The contractor shall not assign or sub-let any part of the contract to any other party or agency.

21.0 **Force majeure conditions:**

Neither you nor GMDC shall be considered in default if execution of order is prevented or delayed because of force majeure conditions which include flood, earth quake, natural calamity, lightening, war, hostility, terrorism, rebellion, civil mutiny, commotion, riots, accidents, fire, explosion, epidemic, change in law / permits, revolution, act of government, court orders, civil commotion, strike, embargo on export to india, acts of god, lock outs or difficulties which have mass impact etc. Should have one or both parties be prevented from fulfilling their actual obligation by a state of force majeure lasting continuously for six weeks, the two parties should consult each other regarding further execution of contract and confirm the same in writing.

NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT.

- a. 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 / 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 / or to get the work completed.
- b. 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 / or to get the work completed at the risk and cost of the Contractor.
- c. For any reasons, if it is required, the CORPORATION reserves rights to cancel terminate. amend and / or alter the contract and / or bifurcate and / 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.

CRITERIA FOR PRE-BID QUALIFICATION



GMDC

Sr. No.	Requirements for pre-bid qualification	Compliance		
1.	Name & Designation of authorized signatory of the participating company.			
2.	Full Address of the Company			
3.	Telephone No.			
4.	Fax No.			
5.	Labour License No.			
6	Income Tax PAN			
7	Service tax Regd. No. /Certificate			
.8	The bidder should have average turnover of minimum Rs. 4 Lacs per annum for any of one year of last 3 years. (Please enclose the copy of the balance sheets).	2013-14	2014-15	2015-16
9	Experience :			
a.	The bidder should have experience of Annual Maintenance Contract for Fire Fighting & Operation, Testing and General Maintenance of fire fighting equipments, Fire Protection system, checking of fire Detection & Fire Alarm system, installed at high rise corporate office or building for minimum period of two years.			
b.	Order Value – in. Rs of last three years.			
c	Copy of performance certificate issued in the name of bidder.			
d	Schedule of Deviation attached?	Yes / No		
E	Declaration I & II attached?	Yes / No		
F	Payment terms accepted ?	Yes / No		



g	Penalty terms accepted ?	Yes / No
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Seal of the Company

Name & Signature of the
Authorised Signatory

Name of the Company

Date



**DECLARATION - I
(On Company's letterhead)**

Letter No.

From:

Date:

To,
The General Manager (Power),
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
"KHANIJ BHAVAN", 132 FT. RING ROAD,
UNIVERSITY GROUND,
AHMEDABAD-380 052.

Dear Sir/ madam,

I/we have carefully gone through and clearly understood the Tender Notice and Tender Form and have tendered to execute and satisfactorily complete the whole of the work strictly in accordance with the said Tender Form.

I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State Government Undertaking. I/we hereby further agree that if the Corporation come to know subsequently, after awarding the work under this tender to me/us to our firm/our company that any of our partners either individually or severally, or our firm/company was black listed by any of the states agencies, the Corporation shall be entitled to take any actions against us severally or individually or our firm/company in this regard in any manner that may be deemed fit by the Corporation.

Yours faithfully,

Signature & Stamp of the Tenderer

Name: _____



DECLARATION-II

FROM:

DATE:

**To,
The General Manager (Power),
Gujarat Mineral Development Corporation Ltd.,
"Khanij Bhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad - 380 015**

Dear Sir,

I/We here be solemnly declare that any of our Directors or Partners, jointly of severally and/or individually or our firm / company have not been black listed by the Central Govt. / State Govt. / or its undertakings.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder



SCHEDULE OF DEVIATIONS

The deviations, from the scope and schedule of work if any, shall be listed out by the bidder in this schedule. Deviation mentioned elsewhere, shall not be considered.

Sr. No.	Section / Sub-Section	Deviation

Authorised Signatory

Seal of the Company

Name:



SCHEDULE OF PRICES

Sr. No.	Description	Amount (Rs) FOR TWO YEAR
1	Maintenance & Servicing Contract of Complete fire Hydrant System, fire fighting & operation, testing and general maintenance of fire fighting equipments, fire protection system, checking of fire detection & fire alarm system installed at Corporate office Building of GMDC as per fire IS standard, legal requirement of Ahmedabad Fire & Emergency services of A.M.C. for Two years as per terms, conditions, works mentioned therein and as per scope mentioned below. Rates inclusive of all taxes, duties, sales tax, mobilize / demobilize manpower required, tools, tackles etc	
2	Less discount in %tage if any	
3	Total Amount for TWO YEARS inclusive of taxes and duties after considering the discount.	
Final amount		

Total Amount in Words.

The bidder shall fill the price in the given format and the price shall be inclusive of cost of all manpower, transportation, safety and statutory compliance, taxes viz. service tax & duties, mobilization and demobilization etc.

Special Note :

- a) You are requested to visit our premises at Corporate Office to understand working condition and situation of fire fighting system before tendering / bidding.
- b) The bidder should have experience of Annual Maintenance Contract for Fire Fighting & Operation, Testing and General Maintenance of fire fighting equipments, Fire Protection system, checking of fire Detection & Fire Alarm system, Installed at high rise corporate office or building for minimum period of two year

Name

Seal of the Company

Designation

Company

Date