



**e-TENDER NO. 009/19-20**

**SUPPLY OF ISI APPROVED**

**INDUSTRIAL SAFETY SHOES FOR OUR VARIOUS PROJECTS**

**SITUATED IN GUJARAT**

**PURCHASE DEPARTMENT  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)**

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"Khanij Bhavan", 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052.

**Phone:** 079-27910933(D)/27913200/3501/0665/1662 **Fax:** 079-27913891/1454

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

**SUB: TENDER NO 009/19-20**

Description	:	ISI Approved industrial Leather Safety Shoes for Male & Female Miners Confirming to BSI Certificate No. IS:15298-2002 / IS:11226-1993 detail specification in Form - D
Quantity	:	<b>1903 Pair (SIZE 5 TO 11) (The quantity may be increase or decrease 10% in Next two years.</b>
Location	:	For Various Project situated in State of Gujarat
Period of Contract		Three Years with staggered delivery for each year
Estimated value		Rs.15,00,000.00 each year
Delivery		10 Weeks
Tender Processing Fees (Non – Refundable)	:	Rs. 1180/- (Rs.1000/-+Rs.180/-towards GST@ 18%) by DD / Pay Order in favour of GMDC Limited payable at Ahmedabad.
Earnest Money Deposit	:	Rs. 45,000/- (Rupees Fourty Five thousand only.) By DD / Pay Order in favour of GMDC Limited, payable at Ahmedabad by GoG approved bank except co-ope. bank. This will be adjusted against Security Deposit if the order is considered in favour of successful bidder (No interest is Payable by G.M.D.C. on EMD / SD).
Late Delivery Penalty	:	0.5% per week subject to maximum 10% will be charged.
Availability of Tender Document	:	On websites <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> and <a href="https://www.nprocure.com">https://www.nprocure.com</a> .
Last date & time of Downloading of Online Tender		18-03-2020 UPTO 12.00 Hours.
Last Date & Time for receipt of Physical documents.	:	18-03-2020 UPTO 15.00 Hours.
Date & Time of opening of technical bid.	:	18-03-2020 AT 16.00 Hours.
GMDC reserves its right to reject any or all the tenders or split the job between more than one Bidder without assigning any reason thereof.		

### **Instruction to Bidders for Online Tendering**

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://nprocure.com>
2. All bids (technical and price bid) should be submitted online through the website <https://nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad.

[1] Tender Processing Fee, [2] E.M.D. [3] Supporting Documents for Technical Bid.

4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:  
(n)Procure Cell  
(n)Code solutions A division of GNFC  
403, GNFC Info-Tower, Bodakdev,  
Ahmedabad- 380 054 (India)  
Tel: +91 26857316/17/18 Fax: +91 79 26857321  
Toll Free: 1800-233-1010  
E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)
6. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
7. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
9. All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n)code is requested).
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address



**On Bidder's Letter Head**

REF. NO.:

DATE:

To,

Sr. Manager (purchase)  
M/s. Gujarat mineral development corporation ltd,  
"Khanij Bhavan", 132, Feet Ring road,  
Nr. University ground, vastrapur,  
Ahmedabad-380 052.

**Sub. :** Tender Processing Fee for e-Tender No.**009/19-20** for supply of ISI Approved industrial Leather Safety Shoes for Male & Female Miners Confirming to BSI Certificate No. IS: 15298-2002 / IS: 11226-1993 at our various projects.

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.1180/- (Rs.1000/- +Rs.180/-towardsGST@18%) drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch in Favour of M/S. Gujarat Mineral Development Corporation Ltd., payable at Ahmedabad, being the amount of Tender processing fee.

Kindly acknowledge the receipt and send your stamped receipt for the same.

Thanking you,

Your's faithfully,

Name, signature & stamp of bidder

## **On Bidder's Letter Head**

Ref. No.:

Date:

TO,

Sr. Manager (purchase)  
M/s. Gujarat mineral development corporation ltd,  
"khanij bhavan", 132, ft. Ring road,  
Nr. University ground, vastrapur,  
Ahmedabad –380 052.

**Sub.** : **EMD** for e-Tender No.009/19-20 for supply of **ISI** Approved industrial Leather Safety Shoes for Male & Female Miners Confirming to BSI Certificate No. IS: 15298-2002 / IS: 11226-1993 at our various projects.

Dear Sir,

With reference to the above and as per terms & conditions of tender, we are sending herewith DD./Pay Order No: \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. **45,000/-** 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 bidder

## **On Bidder's Letter Head**

### **D E C L A R A T I O N**

REF.NO:

Date:

TO,

Sr. Manager (purchase)  
M/s. Gujarat mineral development corporation ltd,  
"Khanij bhavan", 132, ft. Ring road,  
Nr. University ground, vastrapur,  
Ahmedabad-380 052.

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 it's undertaking during last 3 years.

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 bidder

## Instructions to Bidders

### **A. General Instructions:**

1. Specification, quantity, unit, rate, taxes, duties, freight, insurance, packing, forwarding etc. should be mentioned separately and clearly.
2. Please indicate Rate/Unit and value both in figures and in words.
3. Price bid is online.
4. Bidders are requested to return enclosed with enquiry issued along with quotation / regret letter.
5. Bidders who submit their offers shall be deemed to have read, understood and accepted the terms & conditions of the tender.

### **B. General Terms & Conditions:**

#### **1. ELIGIBILITY CRITERIA**

- A. Only proven manufacturers/Sole Selling /Authorized Dealers /Distributors/ Fabricator (whenever manufacturer is not quoting directly as a matter of policy) are entitled to quote. Manufacturers will have to submit notarised copy of their Manufacturing License/Certificate/complete photocopy of registration with the offer. Sole Selling Agent/ Authorized Dealers/ Distributors/ Fabricator will submit along with the offer, Sole Selling Agency/Dealership Distributorship Certificate of their principal with date of appointment and validity signed by authorized signatory along with copy of principal's manufacturing license/Certificate, complete photocopy of registration.
- B. Photocopy of complete and valid BIS License approval, wherever required, with the list of items attached should be enclosed.
- C. Only bidders who have turnover of at least Rs. 10 Lakh in any of last three financial years i.e. FY 2016-17, 2017-18 & 2018-19 are eligible to participate in the tender. Further audited annual report/CA certificate may be provided by bidder in this respect.

2. The bidders will be considered as "Proven" if they satisfy the following condition:-

The tendered items to be offered by the bidder shall be considered proven provided the tendered items offered must have been supplied in the past to the mining industries and /or to the other Industries (Private or Government/Public Sector Undertaking-Indigenous or Global) against FIRM (Not Trial) order. The date of supply order to be submitted by the bidder should not be less than one year from the date of opening of tender. For this purpose, the bidders shall have to furnish relevant documentary proof like list of supplies made along with relevant complete self attested FIRM (Not trial) order copies for the tendered items or items of higher specifications received from above authorities.

#### **3. THE TENDER & THE OFFER:**

- a) It is a three-bid system. The bids are required to be submitted on line at <https://nprocure.com> by the date and time prescribed in the tender notice as under:

##### **Part – I Preliminary Bid**

- To be submitted online about the details of Tender Processing Fee and EMD.



## Part - II **Technical bid**

Technical bid documents i.e. forms are to be submitted on line. However, the documents required to be submitted in support of forms as well as Tender Processing Fee and EMD in the desired form shall be placed in sealed cover super-scribed "TECHNICAL BID, Tender No. and Name of work" and should be submitted separately at Corporate Office, Ahmedabad before stipulated time.

## Part – III **Price-bid**

To be submitted on line before the stipulated time.

- b) If the Tender Processing Fee and EMD are not found in the sealed technical bid document cover or if the amount thereof is found short, the tender will not be considered for scrutiny and will be out rightly rejected.
- c) GMDC reserves the right to reject any or all the tenders or split the work between more than one bidder without assigning any reason thereof.

## 4. **OPENING OF BIDS:**

- a. Preliminary bids will be opened after verification of receipt of payment towards Tender Processing Fee and EMD. The bidders will be able to view it on their computers on date and time notified in tender notice.
- b. On verification of the supporting documents, technical qualification of the bidders will be assessed. The technically qualified bidders will be communicated the date and time of on line opening of price bids or telephone or email or SMS. However, all the bidders will be able to view the price bids online on their computers.
- c. We shall open Price bid of recommended those bidder selected by shoes selection committee.

## 5. **CORRIGENDUM:**

Corrigendum if any shall be uploaded on <https://nprocure.com> only. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred the websites. As such Bidders shall have to see the website once again before due date of tender opening of ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to bidders who down loaded the tender document from the website as information in this respect will not be available to website <https://nprocure.com> .

## 6. **Earnest Money Deposit:**

- (a) A non-interest bearing Earnest Money Deposit of **Rs. 45,000/- (Rupees Forty five Thousand only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of
  - 1. DD in favour of GMDC Ltd. payable at Ahmedabad from Government of Gujarat approved bank, except Cooperative banks.
  - 2. Any pending dues against invoice or any other deposit lying with the GMDC will not be adjusted against Earnest Money Deposit Any tender submitted without

Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.

- (c) The EMD deposited by the unsuccessful bidders shall be refunded by way of NEFT/RTGS within 10 days of finalization of the tender.
- (d) The EMD of the successful bidder shall either be adjusted as a part of security deposit, if desired by the successful bidder or shall be refunded by way of NEFT/RTGS on receipt of security deposit amount as Stipulated in clause No. 7
- (e) If the successful bidder does not accept the work order issued by G.M.D.C., then EMD amount paid by the successful bidder will be forfeited.

**7. Security Deposit:**

The successful Bidder shall have to deposit Security Deposit @ 5% of the order value (Including EMD) within a fortnight after receipt of the order. (GMDC is not providing relaxation in submission of EMD/SD) .

- 1. DD in favour of GMDC Ltd. payable at Ahmedabad from Government of Gujarat approved bank, except Cooperative banks.

**or**

- 2. Bank Guarantee issued by banks or approved by Government of Gujarat except Cooperative banks valid for a period of not less than 4 months from the last delivery date and same shall be extended if required.

If the successful Bidder does not pay Security Deposit or does not supply the material as per order or does not fulfill any of the terms & conditions of this tender, Earnest Money Deposit paid by successful Bidder shall be liable to be forfeited by the GMDC.

Security Deposit paid by the successful Bidder shall be liable to be forfeited by the GMDC, if the successful bidder is not able to supply the material in accordance with the terms & conditions.

Security Deposit paid will be refunded within 60 days after the execution of the order satisfactorily.

Earnest Money / Security Deposit will not bear any interest.

**8. 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 in any case. Cheque will not be accepted.

- 9. 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. All other information required (technical) literature, leaflet, price list etc. should be furnished. However, the decision of the GMDC regarding the acceptance of the deviation shall be final.

**10. PRICE:**

Bidders shall have to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the bidder should be firm and no price increase will be allowed to the bidder during the rate contract period. The bidder should quote price only on free delivery at our Project basis. The rates other than (FOR project basis) will not be considered. No escalation shall be given to the successful bidder on any ground of whatsoever in nature.

**11. CONTRACT PERIOD**

The Contract period shall be for the period of THREE Years with stagger delivery period.

**12. PRICE:**

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the bidder should be firm and no price increase shall be allowed to the successful bidder during the supply period i.e. for **03 Years.**

Rate shall be in the accounting unit only as given in the tender. Rates on FOR destination basis as mentioned in tender shall be preferred. However, in all cases, breakup of prices detailing basic price, packing charges, forwarding charges, duties, taxes, levies, freight, insurance etc. must be clearly indicated.

**13. PRICE FALL CLAUSE**

The price charged for the stores / material supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the stores / material of identical description to its any other customer during the pendency of the contract / supply order. If the successful bidder at any time during the pendency of the contract / supply order sells or offers to sell such stores to any customers, at a price lower than the price stipulated in the contract / supply order placed by GMDC, the successful bidder shall forthwith notify to GMDC such reduction in sale price of stores / material supplied after such reduction coming into force shall stand correspondingly reduced.

**14. 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.

**15. Taxes, duties & levies:**

Bidders are requested to quote their GST number and date in the bid. Bid received from unregistered dealer will not be considered.

Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the successful bidder as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the successful bidder under the said contract subject to production of documentary proof and bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN code under GST.

Bidders who are opting for composite scheme under GST are required to quote their rates inclusive of GST.

Financial Evaluation: L1 bidder will be decided after considering input tax Credit to be available to GMDC under GST.

**16. Delivery:**

- a) The successful bidder has to complete the supply of materials **within 10 Weeks** from the date of receipt of our Purchase Order.

The successful bidder has to deliver the material as mentioned in our annexure at our various project.

- b) Timely delivery is the essence of the contract. In the event of supply not being affected within the contractual delivery schedule given in the work order, liquidated damages @ 0.5 % of the value of the materials without taxes and duties per week of delay or part thereof, subject to a maximum of 10 % value of the material, is recoverable from the successful bidder without prejudice to the right of GMDC to procure the balance materials at the risk & cost of the successful bidder.

- N.B. It is clarified that here that more than 3 days shall be counted as a week for the purpose of levying LD
- c) Liquidated damages to be levied shall be calculated on the Base Price on which order is placed. LD shall not be applicable on taxes and duties.
- d) In the event of failure to supply the goods, or part thereof, within the contracted delivery period, GMDC reserves the right to cancel the contract, or part thereof, and if so desired, to purchase the balance quantity of goods from alternate source at the risk and cost of the defaulting successful bidder and recover the difference in the event of extra expenditure by GMDC.

**17. Invoice:**

Original invoice should be sent along with challan at Corporate Office and duplicate invoice should be sent at our Project Office for our reference. (Please mention the Purchase Order No. in Invoice without fail).

**18. Approval:**

The material supplied will be subject to our approval and inspection at project premises. The decision taken by GMDC for acceptance or rejection of the goods will be final and binding on the successful bidder.

**19. Transit Insurance:**

The material supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the successful bidder at his cost.

**20. Payment Terms:**

100% payment will be made released through E-Banking within 30 days from the date of receipt of material or invoice whichever is later & after due certification by the project. Payment term other than this will not be considered.

**21. Guarantee/ Warranty:**

The supplier must replace, free of charge in design, material or workmanship fail or show signs of failure at any time within 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. In the guarantee/ warrantee period if any defect is to be replaced free of charge on FOR destination basis (even in FOB contracts) and all charges, duties, freight, insurance, etc. up to Project - Stores shall be borne by you. Acceptance of order as above will not require any separate guarantee for the purpose of acceptance / payment. All supplies will be *considered to have been covered by the above guarantee by the supplier unless specific conditions in this regard are indicated in the purchase order*

**22. PERFORMANCE BANK GUARANTEES:**

The successful bidder shall be required to furnish the Performance Bank Guarantee for whole safety shoes.

- (a) 10% of the total Material value on Landed basis inclusive of applicable Taxes & Duties, valid for Commissioning period + 36 months from the date of commissioning of the equipment with claim period of 3 months in excess of the 12 months. The total period of PGB shall be for 39 months.

- (b) The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty / guarantee conditions stipulated in the contract. For unsatisfactory Performance and/or contractual failure GMDC shall have the full right to invoke/encase the Performance Bank Guarantee. The format of performance bank guarantee shall be provided to successful bidder only.

The Performance Bank Guarantee shall be issued by a GOG approved bank except cooperative bank shall be irrevocable and unconditional and GMDC shall have the powers to invoke/encase it notwithstanding any dispute or difference between supplier and GMDC pending before the court, tribunal, arbitrator or any other authority. The format of performance bank guarantee shall be provided to successful bidder only.

**23. Loss and Damages:**

Not-with-standing anything herein contained, the successful bidder should undertake to be responsible for the said receipt of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually delivered and receipted by the GMDC at its works or other place of final destination. For this purpose goods carried by the railway or other carrier shall be deemed to be carried at the risk of the successful bidder. If on inspection at final destination, GMDC discovers any loss in goods supplied or the goods are received in damaged condition or in the opinion of GMDC these are not of the contracted quality and specification GMDC will be entitled (not-with-standing that the property of goods shall have passed on to GMDC) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the Successful bidder, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the successful bidder for the due fulfillment of the contract as also to recover any amount, if already paid, along with interest @ 18% p a.

**24. Responsibility for packing and preservation:**

The Successful bidder is responsible for the stores being sufficiently and properly packed for transportation and also for suitable preservation to avoid deterioration during transit and also storage at Project - Stores. Indication for validity of such preservation should be clearly mentioned so as to enable GMDC projects to make arrangements for re-conservation thereafter. Validity for such preservation should not be less than a year unless otherwise advised taking into account the nature of the goods. The bidder shall have to indicate the standard packing norms/details in offer.

**25. SAMPLE**

Each bidder should have to provide maximum Three (3) pairs various type of quality as sample free of cost and in no case they will be returned. The tender without sample are liable to be rejected.

**26. PACKING**

Each pair of shoes shall be packed in a card board box and one polythene bag is required for each pair of shoe.

- 27.** The Bidder shall have to provide the name of the reputed Industrial/Government undertaking to which they have supply the industrial shoes mentioned in the tender. The bidder shall have to provide complete organization detail / company profiles.

- 28.** The bidder registered under GeM rate contract shall have to furnish particulars of rate contract stating the no. of rate contract & GeM rate together with a copy of the rate

contract. In such cases, the GeM rate only shall have to be quoted. However the bidder should have to quote rate online only.

29. If bidder is a SSI Unit, than the bidder shall have to state SSI No. and attach copy of the registration as SSI Unit.
30. Effect of increase in E.D. due to the higher turnover of the bidder will not be considered in any case.
31. Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered and out rightly rejected.
32. The tender submitted in contravention of the terms & conditions stated herein will not be considered.
33. The bidder should unconditionally accept all the terms and conditions of the tender by signing on each page of the technical bid document of the tender including annexure with technical bid submitted.
34. No conditional tender will be accepted and will be rejected out rightly rejected.
35. For any typographical error in this tender, decision taken by GMDC will be final & binding to all the bidders.
36. 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.
37. The GMDC reserves the right to reject any or all without assigning any reasons thereof. The GMDC also reserves the right to amend, alter, increase or decrease the quantity of the material during any month due to change in the production pattern. If necessary to do so the GMDC reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the above act, the GMDC 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.
38. GMDC will not be responsible for any postal delay whatsoever.
39. If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
40. In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
41. Canvassing in any form may lead to rejection of the offer.
42. Bids once submitted shall not be returned and shall remain the property of the GMDC.
43. The bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned if or contract has been terminated by the GMDC for breach of conditions, shall not be eligible to participate in this tender.
44. To assist in the scrutiny, evaluation and comparison of bids, the GMDC may at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The request for clarification and response shall be in writing or by email, but no change in the final price or substance of the bid shall be permissible.

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

46. **Change in Laws and Regulations**

Nothing in this contract shall entitle the Bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on GMDC over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Bidder to abandon or demand additional payment under a different head not originally mentioned herein and hence nothing except what is contained in the present contract shall constitute binding obligations between parties.

47. **Force Majeure**

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

- a. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- b. 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.
- c. The successful bidder 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 GMDC.
- d. For delay arising out of Force Majeure, the successful bidder 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 successful bidder 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
- e. If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid they will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The successful bidder 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 any occur after successful bidder performance of his obligations has been delayed for other causes.

48. **Termination**

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the successful bidder, GMDC shall be at liberty to terminate the contract without assigning any reasons, whatsoever, for such termination and any

losses and/or damages occurring due to such termination shall be borne by the successful bidder, GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

#### **49. Compliance with laws**

Successful bidder shall ensure that the services comply in all respects with the Applicable Laws during the Term of the Contract.

#### **50. Confidentiality**

The successful bidder cannot, without consent of GMDC, disclose nor enable third parties to benefit from the documents/data/information drawn up in the course of his obligations under the Contract / Bid Document or information received from GMDC. Further, the successful bidder is not allowed to publish copy or transmit to third parties the documents/data/information that are transmitted to them by GMDC. GMDC reserves the right to claim damages from the successful bidder in the case where this documents/data/information has been used without such written consent.



**e-TENDER NO. 009/19-20**

**FORM – A**

**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**

**(A) TECHNICAL BID :**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Declaration (Strike out whichever is not applicable)</b>
<b>1.</b>	Check list of documents in the prescribed Performa, Form-A.	<b>Yes/No.</b>
<b>2.</b>	Earnest Money deposit for the value as indicated in Notice Inviting Tender.	<b>Yes/No</b>
<b>3.</b>	Tender Processing fees.	<b>Yes/No.</b>
<b>4.</b>	Formats dully filled in and signed along with all required enclosures, complete as per Instruction to bidder.	
	Form No – ‘B’	<b>Yes/No</b>
	Form No – ‘C’	<b>Yes/No.</b>
	Form No. – ‘D’	<b>Yes/No.</b>
<b>5.</b>	Other documents to be enclosed by the bidder as per the instruction to bidder.	
	a.) Power of authority of the signatory to the bidder.	<b>Yes/No.</b>
	b.) Declaration in prescribed format on letter head of the bidder.	<b>Yes/No.</b>
	c.) Tender documents downloaded from websites duly signed by bidder on each page.	<b>Yes/No.</b>
	d.) Technical Literature for proposed supply.	<b>Yes/No.</b>
<b>6.</b>	<b>STATUS OF THE TENDERER :</b>	
	a. Whether manufacturer – Notary attested copies of documents attached as per clause – 1 of General Terms and condition.	<b>Yes/No.</b>
	b. Whether Authorized distributor / Dealer / Selling Agent (indicate status) – Notary attested copies of documents attached as per clause No 1 of General Terms & Conditions.	<b>Yes/No.</b>

**(B) PRICE BID :**

<b>1.</b>	Price quotation In Price Bid Sheet	<b>Yes/No.</b>
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**e-TENDER NO. 009/19-20**

**FORM - B**

**Details to be furnished by the bidder.**

All the details about the description mentioned below is required to be furnished by Bidder to qualify in Technical bid for Tender No.009/19-20 for Supply of ISI Approved Industrial Safety Shoes at our various projects in Gujarat.

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>DETAILS</b>
1	Name of the Bidder with Full Address, Telephone Nos., Fax No., E-mail Address, Mobile No. etc. Please also provide details of nearest Branch Office if any.	
2	Whether the Bidder is Manufacture or Authorized Dealer or Trader. If Authorized Dealer, please furnish valid certificate of their Principal.	
3	Whether the Bidder is a Joint Stock Company, Hindu Undivided Family, Individual or a Registered Partnership Firm. (Enclose attested copy of Deeds or Article of Association).	
4	Name of the person holding the power of attorney, if any. (Enclose attested copy of power of attorney).	
5	Name of the Partners / Directors with their present & permanent address and their liabilities in other firms, in which they are either employed or partners. (Enclose attested copy of partnership deed).	
6	Information of the similar working experience during last three years along with list of clients with addresses & phone numbers. (Enclose copy of Min. 3 orders in last 3 years).	
7	Value of the above job executed. (Please enclose copy).	
8	Period of the above job executed.	
9	Name of bankers  Full Address  Telephone/Fax No.	
10	Whether registered vendor in any other Govt. Deptt. / Public U/T / Others. If yes, then furnish the details pertaining to class and the amount qualified to tender (Enclose copy).	
11	Has the applicant or its Partners or Directors been black-listed in past by any	

	Govt. Deptt. Or any other body	
12	Turn over/Net profit during last 3 years. (Only true copy of C.A. certificate)	Year      Turn-Over      Profit 2016-2017 2017-2018 2018-2019
13	Mention Technical Specifications with Make & Model offered by you.	
14	Technical Specifications & required testing accepted?	
15	Income Tax PAN No	
16	Service Tax No., if applicable.	
17	Whether E.M.D. paid or not?	Yes / No
18	GST NUMBER	.
19	Whether liquidated damages Term accepted?	Yes / No
20	Whether Payment Term accepted?	Yes / No
21	Whether Guarantee accepted?	Yes / No
22	Whether Validity Clause accepted?	Yes / No
23	Whether Delivery Period accepted?	Yes / No
24	Whether ISI Certificated having, pl. mension valid period.	Yes / No      Valid up to _____

**NOTE:**

- (1) It is compulsory for the Bidder 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 GMDC regarding the qualifying / disqualifying the Bidder shall be final and binding to the Bidder and no correspondence in this behalf will be entertained.

**e-TENDER NO. 009/19-20**  
**FORM – 'C'**

**DETAILS OF SIMILAR SUPPLY TO VARIOUS CLIENTS IN LAST 3 YEARS. :**

<b>Sr. No.</b>	<b>Name of Client with Address &amp; Contact No.</b>	<b>Work Order/Purchase Order No. and Date</b>	<b>Documentary Evidence submitted or not.</b>
<b>1</b>			YES/NO
<b>2</b>			YES/NO
<b>3</b>			YES/NO
<b>4</b>			YES/NO
<b>5</b>			YES/NO

**e-TENDER NO. 009/19-20****FORM – ‘D’****Detail Specification**

<b>Our Requirement</b>	<b>Qty</b>	<b>Compliance (Yes / No)</b>
ISI Approved Industrial Lather Safety Shoes (Mark-II) With Double Density Rubber/PU Sole, Direct Injection Molded Type Confirming To BIS Certificate No.IS:15298-2002 / IS: 11226-1993 And Extension There Of With ISI <b>Steel Toe Cap</b> , Direct Molded Type DGMS/ISI Marked On It For The Shoes Should Have Open JIV/Tongue And Lace.	1554	
Detail Specification Of Electrical Shoe ISI Approved Industrial Lather Electrical Shock proof safety Shoes up to 15 kv (Mark-II) With Double Density Rubber/PU Sole, Direct Injection Molded Type Confirming To BIS Certificate No.IS:15298-2002 / IS:11226-1993 And Extension There Of With Fiber Toe Cap, Direct Molded Type ISI Marked On It. The Shoes Should opened IIV/Tongue and lace.  The bidder shall proved Electrical shock proof certificate up TO 15 KV along with your delivery challan and invoice.	349	

**General Terms:-**

- 1) The Eye lets shall be of Brass and shall be 4/5 pairs
- 2) The Shoe is to be machine stitched and no nails shall be used
- 3) Total weight shall be approximately 980 Grams per pair

**Marking**

The shoe shall be marked with the following information

- a) Supplies' Name / Identification Mark / Logo must be embossed on the sole of each boot (shoe) at a place and in such manner that the embossing shall remain visible during the useful life time of the shoes.
- b) Batch and lot number, month & year of manufacturer must be embossed on the sole or on the tongue of each shoe in such a manner that the embossing shall remain visible up to the useful life time of the shoe.
- c) The foxing of shoes should have black colour
- d) Size of the shoe on sole and shoe socks.
- e) MRP on shoe socks.
- f) Article No. / Model. No.
- g) Month/Year of the manufacturing/size on cardboard box.
- h) BIS, ISI and DGMS mark on sole.

**SELECTION CRITERIA OF SHOES**

- 1 The shoes will be select by constituted committee.
- 2 Each Bidder can quote max. three (03) pairs or minimum one pair of shoes.
- 3 Selection committee will be selecting the shoes from the provided shoes pairs.
- 4 GMDC will open the online Price Bid of selected pairs which is recommended by selection committee.

SUPPLY OF PROJECT & SIZE WISE SHOES STATEMENT AS PER PR.

NAME OF THE PROJECT	SHOES NO.							TOTAL PAIR
	5	6	7	8	9	10	11	
PANANDHRO PROJECT	6	26	80	93	48	14	00	267
TADKESHWAE PROJECT	00	20	33	58	31	09	00	151
GADHSISA PROJECT	00	04	36	31	12	06	00	89
RAJPARDI PROJECT	02	33	106	136	55	08	04	344
MATA NO MADH PROJ	02	37	89	129	35	11	00	303
SHIVRAJPUR PROJECT	00	04	12	14	02	00	00	32
BHATIA PROJECT	00	00	04	07	04	00	00	15
BHAVNAGAR PROJECT	00	13	66	70	33	13	00	195
UMARSAR PROJECT	00	17	30	54	32	22	03	158
<b>TOTAL</b>	<b>10</b>	<b>154</b>	<b>456</b>	<b>592</b>	<b>252</b>	<b>83</b>	<b>7</b>	<b>1554</b>

[illegible]



## **PRICE – BID**

**e-TENDER NO. 009/19-20**

**SUPPLY OF ISI APPROVED**

**INDUSTRIAL SAFETY SHOES FOR OUR VARIOUS PROJECTS**

**SITUATED IN GUJARAT**

**GUJARAT**

**PURCHASE DEPARTMENT  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)**

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“Khanij Bhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur,  
Ahmedabad 380052.

**Phone:** 079-27910933(D)/27913200/3501/0665/1662 **Fax:** 079-27913891/1454

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



**TENDER NO : e-TENDER NO. 009/19-20**

We, M/s. \_\_\_\_\_

Quote our rate as under against your Tender No. **009/19-20**

Description of Item	Supply of ISI approved Safety Shoes
Tendered Quantity	1903 Pairs ( size 5 to 11)
Basic Price (Per Unit)	1.Sample-1 Amount Rs.----- 2.Sample-2 Amount Rs.----- 3.Sample-3 Amount Rs.-----
In words Rupees	
Packing & Forwarding	
GST (% age) on	
Freight	
Insurance	
Other levies (Details)	
Net Landed Cost (Per Unit)	
Total Price of tendered quantity	

**SIGNATURE OF Bidder  
WITH STAMP/DATE**