

**SANT ROHIDAS LEATHER INDUSTRIES & CHARMAKAR  
DEVELOPMENT CORP.LTD. (LIDCOM)**

DEPARTMENT OF SOCIAL JUSTICE & WELFARE ASSISTANCE,  
(GOVERNMENT OF MAHARASHTRA)

Bombay Life Building, 5<sup>th</sup> Floor, 45, Veer Nariman Road, Mumbai- 400 001.

Tel no. (022) 22047157 / 22044186 Fax- (022) 22835881.

E-mail: [mktprod@lidcom.co.in](mailto:mktprod@lidcom.co.in) / website: [www.lidcom.co.in](http://www.lidcom.co.in)

**NOTICE FOR TENDER**

Sant Rohidas Leather Industries & Charmakar Development Corp Ltd., Mumbai (Maharashtra Govt. Undertaking) (LIDCOM) Invites Proposal from reputed & experienced companies to participate in the competitive bidding process to supply M.S. Fabricated Gatai Kamgar Stall (cobblers stall)

For the detailed tender document, interested bidders should visit

<http://swd.maharashtra.etenders.in> or [www.lidcom.co.in](http://www.lidcom.co.in)

Tender submission should be online.

Date of submission of Tender begins **16/04/2018**

Last date of submission **11/05/2018 (up to 3.00 pm)**

  
**Managing Director**

Sant Rohidas Leather Industries &  
Charmakar Development Corp Ltd.

**SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT  
CORPORATION LTD.**

**(A Govt. of Maharashtra undertaking)**

**LIDCOM**

**BOMBAY LIFE BUILDING, 5<sup>TH</sup> FLOOR,  
45 VEER NARIMAN ROAD,  
MUMBAI 400001,**

**Tel; 022 22044186, 22047157,**

**Email. [mktprod@lidcom.co.in](mailto:mktprod@lidcom.co.in),**

**[admin@lidcom.co.in](mailto:admin@lidcom.co.in)**

**TENDER DOCUMENT**

**FOR**

**RATE CONTRACT OF:- M.S. FABRICATED GATAI STALLS**

**Name & Add:**

**SANT ROHIDAS LEATHER INDUSTRIES & CHARMAKAR  
DEVELOPMENT CORPORATION LTD.  
(A Govt. of Maharashtra Undertaking)**

**BID FORM**

BID NO : Seva /Gatai Kamgar/2018-19/01

NAME OF WORK : RATE CONTRACT TO SUPPLY  
M.S.FABRICATED GATAI STALLS

EARNEST MONEY DEPOSIT (EMD)	:	Rs. 15 Lakhs
COMPLETION TIME	:	3 MONTH (90 Days)
COST OF BID DOCUMENT	:	Rs.50000/-
DATE & TIME FOR DOWNLOAD OF BLANK BID DOCUMENTS & BID PREPARATION	:	16.04.2018 To 11.05.2018 1.00 PM. As per tender schedule.
LAST DATE & TIME OF SUBMISSION OF SAMPLES AND TESTING CHARGES VIDE DD	:	11.05.2018 up to 3:00p.m
LAST DATE & TIME OF SUBMISSION OF BID	:	11.05.2018 UP 3.00 PM
DATE & TIME OF OPENING OF TECHNICAL ENVELOPE	:	15.05.2018 TIME 12.00 TO 5.30PM
ADDRESS FOR COMMUNICATION	:	Managing Director Seva Department LIDCOM BOMBAY LIFE BUILDING,5 <sup>TH</sup> FLOOR,45, VEER NARIMAN ROAD, MUMBAI 400001 Tel; 022 22044186/22047157 Email. <a href="mailto:mktprod@lidcom.co.in">mktprod@lidcom.co.in</a> , <a href="mailto:admin@lidcom.co.in">admin@lidcom.co.in</a>

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**SECTION – I**

**BID NOTICE**

**&**

**SCHEDULE OF E TENDER**

**SANT ROHIDAS LEATHER INDUSTRIES & CHARMAKAR  
DEVELOPMENT CORPORATION LTD.**

(A Govt. of Maharashtra undertaking)

**LIDCOM**

BOMBAY LIFE BUILDING, 5<sup>TH</sup> FLOOR, 45, VEER NARIMAN ROAD,  
MUMBAI 400001 Tel; 022 22044186


Email. [mktprod@lidcom.co.in](mailto:mktprod@lidcom.co.in), [admin@lidcom.co.in](mailto:admin@lidcom.co.in)

**E-TENDER NOTICE**

The Managing Director, LIDCOM invites e-tenders in two envelop system from eligible Indian metal fabricators or their authorized dealers only for supply of M.S. Fabricated Gatai stalls.

BID REFERENCE NO.	:	Seva/ Gatai Kamgar / 2018-19/01
BID FOR	:	Supply of M.S. Fabricated Gatai stalls.
EARNEST MONEY DEPOSIT (ONLINE)	:	Rs.15 Lakhs
COMPLETION TIME	:	3 MONTHS (90 DAYS)
COST OF BID FORM (ONLINE)	:	Rs. 50,000/-
DOWNLOAD OF BID DOCUMENTS	:	16.04.2018 to 11.05.2018 AS PER TENDER SCHEDULE
PRE BID MEETING	:	20.04.2018 at 2:00 PM
LAST DATE FOR SUBMISSION OF BID SAMPLES AND ALL PAYMENTS ONLINE ONLY	:	11.05.2018 up to 5.30 p.m.
DUE DATE OF OPENING TECHNICAL BID	:	15/05/2018 at 2.00 p.m.

Bids can be downloaded from website <https://Maharashtra.etenders.in> through sub portal of <https://swd.Maharashtra.etenders.in> or e-portal of Government of Maharashtra. All payments should be paid through online gateway only (Except Testing Charges). LIDCOM reserves the right to reject any bid or bids without assigning any reason. Managing Director LIDCOM shall not be responsible for any loss as a result of rejection of such bid. Tender schedule shall be as per E-tender notice.

  
Managing Director

FOR SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT CORPORATION LTD.,

## Schedule of e-Tender

Sr. No.	ADF Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release Tender	-	13.04.2018 10:30 A.M	13.04.2018 5.30 P.M	-
2	-	Tender Download	16.04.2018 10.00 A.M	11.05.2018 01.00 P.M	Technical Envelope T1 Commercial Envelope C1
3	-	Bid Preparation	16.04.2018 10.00 A.M	11.05.2018 03.00 P.M	Technical Envelope T1 Commercial Envelope C1
4	Close for Technical Bid	-	11.05.2018 3.01 P.M	11.05.2018 5.30 P.M	Technical Envelope T1
5	Close for Price Bid	-	11.05.2018 3.01 P.M	11.05.2018 5.30 P.M	Commercial Envelope C1
6	-	Bid Submission	11.05.2018 5.30 P.M	14.05.2018 5.30 P.M	Technical Envelope T1 Commercial Envelope C1
7	Technical Bid Opening	-	15.05.2018 12.00 P.M	15.05.2018 5.30 P.M	Technical Envelope T1
8	Price Bid Opening	-	30.05.2018 12.00 P.M	30.05.2018 5.30 P.M	Commercial Envelope C1

**Note:-**

1. For detailed information, the Bidders may visit the website of Government Maharashtra <https://maharashtra.etenders.in> through sub portal of <https://swd.maharashtra.etenders.in>
2. The interested Bidders will have to pay service providers fee for online submission of Bid @ Rs. 1092/- per tender
3. The non refundable tender fee per tender Rs 50,000/- will have to be paid Online.
4. Earnest Money Rs. 15 Lakhs will have to be Paid Online.
5. Time schedule can be seen on the website <https://swd.maharashtra.etenders.in>
6. If any assistance is required regarding e-Tendering (registration/upload/ Download) please contact GOM e- Tendering Help Desk on number: 020- 25315555(une Helpline), Email : [support.gom@nextenders.com](mailto:support.gom@nextenders.com)
7. Pre bid meeting date 20.04.2018 at 2:00 PM.
8. Samples & testing charges DD submission last date 11/05/2018 upto 3.00 PM.

9. All the bidders have to complete 3 stages.

- i) Tender download,
- ii) bid preparation
- iii) Bid submission i.c control of transfer, otherwise bidders will not get qualified for technical & commercial opening.

10. Department name reserve the right to accept or reject, any or all bidders in whole or in part, or place the order in whole or in part, without assigning any reason or cancel the whole tender.



Managing Director

FOR SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT CORPORATION LTD.



**SECTION – II**  
**INSTRUCTIONS FOR BIDDERS**

## **INFORMATION AND INSTRUCTION FOR BIDDERS**

### **1.0 GENERAL**

This section of the bidding documents provides the information necessary for bidder to prepare responsive bids in accordance with the requirements of the Employer. It also provides information on bid submission, opening and on contract award. Matters Governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not normally included in this section but are instead included under Terms & Conditions of Contract.

### **2.0 COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the director of LIDCOM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3.0 BID PRICES**

**3.1** The bidders shall quote for the entire work on a single responsibility basis such that the total bid price covers all the contractor's obligations under the contract.

**3.2** The unit rates of M.S. Fabricated Gatai stalls to be provided under this contract shall be fixed in duration of the contract and shall be for free delivery to the consignees at site inclusive of transportation and all applicable taxes & duties

### **4.0 LANGUAGE OF BID**

The ruling language of the bid and correspondence exchanged between the bidder and the LIDCOM shall be English.

### **5.0 EARNEST MONEY DEPOSIT**

**5.1** All payments should be paid through online gateway only

**5.2** Bids submitted without EMD shall be rejected and dealt as per the policy of the LIDCOM, if during the bid validity period the bidders withdraws his bid the Earnest Money Deposit shall be forfeited.

**5.3** The EMD will be returned to the unsuccessful bidders immediately after finalization of award of the work.

## 6.0 BID VALIDITY:

Bids shall remain valid for a period at least 90 days from the closing date prescribed by the Managing Director LIDCOM for the receipt for if bids. A bid valid for a shorter period shall be rejected by the MD LIDCOM s being no responsive. In expectational circumstance, the MD LIDCOM may solicit the bidder's consent to extension of the bid validity period the request send response thereto shall be made in writing. A Bidder may refuse the request to prolong the period of validity without forfeiting its bid security. A Bidder granting the request will neither be required not be permitted to modify its bid.

## 7.0 SUBMISSION OF BIDS

Bids must be submitted online strictly online strictly as per e tendering schedule.

### (a) Technical Bid

The technical bid must contain the following documents:

- i) EMD payment to be paid Online only.
- ii) Bid form fees to be paid online only.
- iii) Tender document duly signed should be submitted.
- iv) Attested copy of testing charges paid receipt and form of Undertaking for payment of additional testing charges as per Annexure "D"
- v) Attested copy of Solvency Certificate of Rs.25 cr. Issued not later than 6 months from the due date of tender
- vi) Attested copy of VAT & GST Registration Certificate.
- vii) Attested copy of CST & GST Registration Certificate.
- viii) Attested copy of shops Establishment License.
- ix) Attested of copy of partnership deed/Memorandum/Articles of association as the case may be.
- x) Attested copy of VAT clearance certificate up to 30/06/2017.
- xi) Attested copy of permanent Account number (PAN) card Allowed by income tax Department, Government of India, in the name of Firm/proprietor/agency for income tax payment.
- xii) Attested copy sample submission challan.
- xiii) Arrested copy of manufactures valid ISO 9001:2008 (certificate quality management system)
- xiv) Attested copy of bidder's turnover/ certificate /Annual report/audited balance sheet last 3 years, showing 25 Crs 3 years average turnover.
- xv) Undertaking from manufactures on Rs 100/- stamp paper duly notarized by notary with red seal on its as per annexure "C"
- xvi) Manufacture's Authorization letter as per Annexure "B"
- xvii) The Bidder must submit attested copy of power of Attorney of the person of the firm signing the bid document and other document of the tender.

## **b) Price bid**

It shall contain the price schedule and bid submission from duly completed, stamped and signed by authorized signatory/ representative of the company on rs.100/- stamp paper duly notarized by notary with red seal on its as for accompanying proforma.

c) in case price schedule is found in technical bid, the whole offer shall be rejected.

d) the rates should be quoted online in format of section VIII of price schedule as enclosed.

e) The Technical bid shall be opened on the due date and time of the bid opening in presence of one authorized representative of the bidder whoever wish to be present in the office is director, LIDCOM Mumbai with a letter of authority.

f) Price bid of technically responsive bidders will be opened and separate information will be given to such bidders regarding date and time for opening of their "Financial Bid" so that they or their authorized representative may attend their opening.

### **8.0 SUBMISSION OF BIDS, TESTING CHARGES AND SAMPLES**

**8.1** Bidder must submit unpainted sample stall complete in all aspects in CKD condition. Stalls painted shall not be accepted. Samples should be submitted latest by 3.00 PM on 11.05.2018 Sample stalls to be submitted at LIDCOM, government polytechnic college campus, kherwadi, Bandra west, Mumbai-51

**8.2** The Bid received without sample will not be considered. the samples will not be accepted after the due date and time. the samples should be submitted with details such as bidders name and address, bid no, due date and time.

**8.3** The bidders shall pay testing charge of Rs 100,000/- along with sample up 11.05.2018 before 3.00 PM vide DD in favor of Sant Rohidas Leather institute & Charmakar development corporation Ltd

**8.4** Bidders are requested to note that they will have to submit an undertaking in the prescribed format to technical bid agreeing to pay difference of charges if any. The bid samples of bidders that are found responsive in technical scrutiny only such bidder's sample's will be sent to Govt approved laboratories for testing report of approve laboratories for testing. Report of approve laboratories on tender sample send to testing by the purchaser will be considered as final and no correspondence will be entries. in this regard.

- 8.5 The sample submitted by the bidder be used for testing and therefore, not be returned to the bidder and the cost thereof will not be reimbursed. Unless the test report of the sample sent to laboratories by the purchaser is found to be satisfactory the further process of awarding the contract shall not be undertaken.
- 8.6 Bids must be submitted online not later than the time and date as stated in the bid document.
- 8.7 In the event of the specified date for opening of bids being declared a holiday, the bids will be opened up to the appointed time on the next working day.
- 8.8 The MD LIDCOM may at its discretion, extend the deadline for submission of bids by issue of amendment. corrigendum notification, in which case the obligation of parties will be subjected to the extended deadline.
- 8.9 Any bid under no circumstance shall be received after the bid submission deadline.
- 8.10 The bid shall be submitted in the prescribed form and the same shall be signed properly as laid down hereunder.
- 8.11 If the Bid submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name his firm with is current business address.
- 8.12 If the bid is submitted by a firm partnership, it shall be signed by all the partners of the firm above their full name and current business address, by partner holding the power of Attorney for the firm by signing the bid in which case of certified copy of the power of attorney shall accompany the bid. Certified copy of the partnership deed and current business addresses of all the partners of the firm shall also accompany of bids.
- 8.13 If the bid submitted by a limited company or a corporation, it shall be signed by duly authorized person holding the power of Attorney for signing the bid in which case a certified copy of the power of attorney shall accompany the bid. such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 8.14 All wishes and sureties shall be persons of status and their full names, occupations, and address shall be stated below their signatures. All signatures affixed on each page in bid will be dated.

## **BID OPENING:**

The MD LIDCOM will open technical bid of the bids in the presence of bidder's representative who choose to attend the bid opening. Bidder's representative shall sign the register as proof of their attendance. In the event of the specified date for opening of bids being declared a holiday for the LIDCOM, the bids will be received up to the appointment time on the next working day. Envelope= II of the bids shall be opened in respect of only qualified bidders on separately notified ate on time.

## **10.0 EVALUATION OF BIDS**

- 10.1** Arithmetical errors, if any, will be rectified only on basis 1) if there is a discrepancy between words and figures, the former shall prevail.
- 10.2** The LIDCOM will determine whether each bid Bid generally complete and is substantially responsive to the tender document. For the purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition & specification of the tender document without material deviation, objection & conditionality of reservation.
- 10.3** The MD LIDCOM determination of bid's responsiveness shall be based on the content of the bid itself without recourse to extrinsic evidence.
- 10.4** If bid is not substantially responsive, it will be rejected may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 10.5** The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.
- 10.6** The bidder should not have been blacklisted by any Govt., semi Govt dept., corporation and organization etc.

## **11 AWARD CRITERIA:**

The Managing Director, LIDCOM will award the contract to be successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated techno-commercially acceptable bid. Canvassing in any form, or any approach, official or otherwise, by the bidder to influence the consideration of his bid shall render bid liable to summary rejection.

## **12 MANAGINHG DIRECTOR LIDCOM RIGHT TO ACCEPT OR REJECT:**

The Managing Director, LIDCOM reserves the right to accepted or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring and liability to affected bidder or bidders to any obligation to inform the affected bidder of bidder of the grounds for the Managing Director, LIDCOM action. The Managing Director, LIDCOM also reserves the right to itself take over full or part of the work from the contractor after its award of the work during its execution.

### 13. NOTIFICATION OF AWARD:

Prior to the expiration of the period of the bid validity, the Managing Director, LIDCOM, will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the information of the contract. After award the work, the e DIRECTOR LIDCOM will promptly notify each unsuccessful bidder and will discharge its EMD.

### 14. SINGING CONTRACT:

The successful bidder will have formally sign the contract agreement within 20 days of issue of letter of award. Successful bidder shall also be required to submit performance bank guarantee as per terms and conditions of contract., before signing of contract agreement. Failure to comply with the provision of signing of contract agreement shall constitute sufficient grounds for annulment of award.

### 15. ADDRESS FOR COMMUNICATION:

All the communication with  
Manager (Seva) / Managing Director  
LIDCOM  
5<sup>th</sup> Floor, Bombay Life Building  
Veer Nariman Road, Mumbai -400001  
Tel: 02222044186  
Email: [mktprod@lidcom.co.in](mailto:mktprod@lidcom.co.in), [admin@lidcom.co.in](mailto:admin@lidcom.co.in)



Managing Director

FOR SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT CORPORATION LTD.

**SECTION – III**  
**SCOPE OF WORK**



## SCOPE OF WORK

This bid is invited for supply of M.S. Fabricated Gatai Stalls during the year 2018-19, as per the following details: -

- The main frame shall consist of vertical angel's size 50 X 50 X 5 mm thick conforming to IS 2062:2006 Grade A total 4 No's, Horizontal Angels size 40 X 40 X 5 mm thick (IS 2062:2006 Grade A) total 8 i.e. 4 each on top 7 bottom. support center angels shall be size of 35 X 35 X 4 mm thick (IS 2062- 2006 Grade A) Total 3 No's After Fabrication all angels structure to be Hot Dip Galvanized as per Is 277:1992 having average mas of uniform coating 610g/m2 (86 microns) coating thickness. All tolerances. As per IS 1852: 1985 & it's updating.
- Front vertical section a provision to be made for hinges 2 No's on each side, total 4 hinges to rotate in 270o – while the door is closed there should minimum gap between the door & body.
- The panel of sides, doors back panels to be made in 20 SWG (0.914MM +/- mm) conforming to IS 277:2003 Grade 275, Designation GC the corrugation on this galvanized sheet shall be in accordance to drawings.
- Hot Dip Galvanized strip of size 18 X 3mm thick conforming to IS 1730:1989 to be used all along to bolt/ rivet/weld G.P. Sheets with angels only from inside, Bum thrust & Cracks.
- All panels to be joined with section using fasteners as per IS 1367:2002 Gr 8.8
- Galvanized sheet used for Top 24 SWG (0.56mm+/- 0.1mm) conforming to IS 277:2003 shape & details s per drawing. Galvanized sheet to be corrugated as per drawing. Hot Dip Galvanized support angle size for top shall be 25X25X3 mm thick as per IS 2062:2006 Grade A & the base frame of the top shall be of Hot Dip Galvanized angle size 35X35X4 mm as per as IS 2062:2006 Grade A.
- The Galvanized base plate total 4 no's shall be of die 150mmX 5mm thickness to be neatly welded at bottom of angels.
- The door frame shall be made from Hot Dip Galvanized angle size 25X25X3mm thick conforming to IS 2062:2006 Grade A
- The assembly shade shall be in 4 main peace i.e. hinged doors & side each as 1 peace, back, top i.e. total 4 pieces & others if any bolted.
- Door locking arrangement to be made properly by fixing a door Aldrop of size 10 X 12mm duly welded & riveted on strengthening plate of 3mm thickness from both the side.
- Paints used for painting shall have approved brands such on Asian, Nerolac & Berger conforming to IS 2933:1975 (Exterior, Grade for metals). The finish of paints shall be smooth & uniform.

- The natter wording as directed by the department shall be printed on the stall.
- The Complete M.S.Fabricated Stall shall be accordance to drawing provided at pg.31 (1) to 31 (6)

**Approximate quantity of stalls – 3000 Nos**

Scheduled of supply: supplies to be Completed within 90 days thereafter from the date of receipt of work order.

Supplies strictly to be as per technical specifications given in section VI and quantity as specified in the scheduled of requirements under section V and drawings as per section VII



Managing Director

FOR SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT CORPORATION LTD.

**SECTION – IV**  
**TERMS AND CONDITIOND OF CONTRACT**

## TERMS AND CONDITIOND OF CONTRACT

1. **DEFINATIONS:** In the contract, the following expressions shall, unless the context otherwise requires, have the meaning nearby respectively assigned to them.
  - i. **Contract:** contract means the document forming the tender acceptance thereof the formal agreement executed between MANAGING DIRECTOR LIDCOM and the contractor, together with the document referred to therein. otherwise, it shall mean the Bid notice, information and instructions for bidders, bid schedules, terms & conditions of contract, specifications, and letter of award thereof.
  - ii. **Contract Sum:** means the amount arrived by multiplying the quintiles shown in the Annexure – V by the respective item rates as allowed.
  - iii. **Contractor:** means the successful bidder or who is award contract to perform the work covered under these bid documents and shall be deemed to include the contractor's successor, executors, representatives or assignees thereof as approved by the MD LIDCOM
2. **Country of Origin:** M.S. Fabricated stalls should be manufactured by a registered and eligible manufacturing company in India.
3. **Governing Language:** The contract shall be written in English language, whose version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be in the same language
4. **Inspection and Tests**
  - 4.1 The purchaser or its representative shall have the right to inspect and / or to test the goods the confirm their conformity to the contract specifications at no extra cost to the purchaser. terms & conditions and the technical specifications shall specify what inspections and test the purchaser requires and where they are to be conducted. The purchaser shall notify the contractor writing in timely manner of the identify of any representatives retained for the purpose.
  - 4.2 The infections and test may be conducted on the premises of the contractor / manufacturer, at point of delivery and / or at the goods final destination. If conducted on the premises of the contractor / manufacturer all reasonable facilities and assistance, shall be furnished to the inspector's qt no charge to the purchaser.
  - 4.3 The purchaser shall have right to conduct any test at no cost to three purchasers.
  - 4.4 Should any inspected tested goods fail to confirm to the specification, the purchaser may reject goods and the contractor shall replace the rejected goods to meet specification requirements free of cost to the purchaser.
  - 4.5 The purchase's right to inspect, test and, where necessary, reject the goods after its arrival at destination shall it no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods delivery.

4.6 Nothing shall in any way release the contractor from any other obligations under this contract.

4.7 The purchaser reserves the right to constitute a technical committee to inspect the manufacturing unit to examine the material & its quality prior to fabrication. The contractor should submit relevant certificate issued by raw material manufacturer to justify the quality of the material.

4.8 **Acceptance certificate:** On successful completion of acceptability test, receipt, of deliverable etc. and after the purchaser is satisfied with the material, the acceptance certificate signed by the contractor and three beneficiaries shall be submitted to the office. The date on which such certificate is submitted to the office shall be deemed to be the date of receipt of the goods.

#### 5. **Delivery and documents**

Upon the delivery of the Goods, the contractor shall notify the purchaser by cable/ telex/ fax the full details of the deliveries including contract number, description of goods, quantity name of the beneficiary etc. The contractor shall mail the following documents to the purchaser.

- i) Three copies of the contractor invoice showing goods description, quantity, unit price total amount;
- ii) Acknowledgement of receipt of goods from the beneficiaries
- iii) Manufacturer's / contractor's warranty certificate;
- iv) Inspection certificate issued by the nominated inspection agency, and the contractor factory inspection report.

6. The above documents shall be received by the purchaser on delivery directly to the consignees and, when not received, the contractor will be responsible for any consequent expenses.

#### 7. **Insurance:**

The Goods supplied under the contract shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the contractor in an amount equal to 110 % of the value of the goods from "Warehouse" to "Warehouse" (Final destination) on "All Risks" basis including war risks and strikes.

8. **Transportation:** Where the contractor is required under the contract to transport the Goods to a specified place of destination within Maharashtra, transport to such place including insurance, as shall be specified in the contract, must be arranged by the contractor, and the related cost must be included in the contract price.

## **9. Warranty:**

- 9.1** The contractor warrants that the goods supplied under this contract are new, unused, as per technical specifications as per section – VI the contractor further warrants that all goods supplied under this contract shall have no defect arising from design, material, or workmanship or from any act or omission of the contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 9.2** The purchaser shall promptly notify the contractor in writing of any claims arising under this warranty.
- 9.3** "Upon receipt" of such notice, the contractor, within the period, replace the defective goods thereof, free of cost at the ultimate destination. The contractor shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on purchaser for the replaced goods thereafter.
- 9.4** If the contractor, having been notified, fails to remedy the defect within 30 days, the purchaser may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the purchaser may have against the contractor under the contract.

## **10. Payment:**

Payment for goods and services shall be made in Indian Rupees as follows

- i) On delivery 90% of three contract price (excluding quality deviation cost) shall be paid on receipt of goods and upon submission of Acceptance certificate issued by purchaser's representative.
- ii) On the final Acceptance 10% of the contract price shall be released immediately after completion of quality verification, and after deducting penalty/ Cost, if any.

## **11. PRICE:**

The price schedule in section VIII to be quoted must be inclusive of existing taxes, duties, levies, cess and payment towards all statutory obligations, overheads & profit. The rates shall remain fixed & firm during the period of contract and no payment on account of inflation / price escalation shall be admissible.

## **12. Change Order**

**12.1** The purchaser may at any time, by written order given to the contractor make changes within the general scope of the contract in any one or more the following.

- a) designs, or specification, where Goods to be furnished under the contract are to be specifically manufactured for the purchaser.
- b) the method of packing and or
- c) The place of Delivery.

**12.2** If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any provision under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both,

and the contract shall accordingly be amended. Any claims by the contractor for adjustment under this clause must be asserted within 30 days from the date of the contractor's receipt of the purchaser change order.

**13. Contract Amendments:**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both are parties

**14. Assignment:**

The contractor shall not assign, in whole or in part, opts obligation to perform under the contract, except with the purchaser's prior written consent.

**15. Delays in the contractor's performance**

**15.1** Delivery of the Goods shall be made by contractor in accordance with the time schedule specified by the purchaser in the schedule of the requirements.

**15.2** If at any during performance of the contract, the contractor should encounter conditions impeding timely delivery of the Goods, the contractor shall promptly notify the purchaser in writing of the fact of the delay., its likely duration and its cause (s). as soon as practicable after receipt of the contractor's notice, the purchaser shall evaluate the situation and may, at its discretion, extend the contractor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

**15.3** A delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of liquidated damages, unless an extension of time as agreed Upon without the application of liquidated damages.

**16. Liquidated Damages:**

If the contractor fails to deliver any or all of the goods within the period the specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages. In case of delay in the supply of the goods, a liquidated damage. In case of delay in the supply of the goods , a liquidated damages of 0.5% per week to maximum of 10% of the value of the goods supplied with delay will be charged as penalty.

**17. Termination for default**

**17.1** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or part:

- a) If the contractor fails to deliver any or all of the Goods within a period specified in the contract. Or within any extension thereof granted by the purchase or
- b) If the contractor fails to perform any other obligation under the contract.

- c) If the contractor, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this clause.

“corrupt practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the contract to be determined of the borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-comparative levels and to deprive the borrower of the benefits of free and open competition.

- 17.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the purchaser for any excess costs for such similar Goods. However, the contractor shall continue the performance of the contract to the extent not terminated.

## **18. Force Majeure**

- 18.1** notwithstanding, the contractor shall not be liable for forfeiture of its performance security. Liquidated damages or termination for default. if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.

- 18.2** For purposes of this clauses “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and foreseeable. such even may include, but or not limited to, acts the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, foods, epidemics, quarantine restrictions and freight embargoes.

- 18.3** If a Force Majeure situation arises. the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof unless otherwise directed by the purchaser in writing, the contractor shall continue to perform to obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



**19. Termination for Insolvency:**

The purchaser may at time terminate the contract by giving written notice to the contractor, if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to three contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**20. Penalty for Quality Deviation:**

Stalls supplied should meet technical specification specified in bid document. purchaser shall conduct necessary tests for the purpose of verification of adherence to quality specifications. Method of verification & levy of penalty will be decided by the MD LIDCOM Mumbai. The MD LIDCOM Mumbai may levy penalty up to maximum of 20% of cost of the inferior rejected/ defective stalls supplied based on the minor variations of quality verification / testing report. in case of deviations from the specifications are found to be highly unacceptable to purchaser reserves the right to reject the quantity supplied and ask for replacement.

**21. Termination for Convenience:**

**21.1** The purchaser, by written notice sent to the contractor, may terminate the contract, in whole or in part, at any time for its convenience. the notice of termination shall specify that termination is for the purchaser convenience. The extent to which performance of the contractor under the contract is terminated, and the date upon which such termination becomes effective.

**21.2** The Goods that are complete and ready for shipment within 30 days at the contractor's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices for the remaining Goods, the purchaser may select:

- a) To have any portion completed and delivered at the contract terms and prices, and /or
- b) To control the remainder and pay to the contractor an agreed amount for partially completed Goods and materials and parts previously procured by the contractor.

**22. SECURIYU DEPOSIT**

**22.1** As soon as the Letter of award are issued to the contractor. The contractor is required to submit security deposit for due performance of the contract a sum equal to 5% of the contract sum in the form of performance bank Guarantee from any nationalized Bank as per the format prescribed within 20. such Guarantee shall be valid/ kept valid and binding up to a period of 180 days after contractual period/extend period.

On the completion of due date guarantee, the same will be returned to be contractor within 1 month, provided the MD LIDCOM is satisfied that there is no demand

outstanding against the contractor & fulfillment of all statutory liabilities by the Contractor.

**22.2** On submission of bank Guarantee the EMD will be refunded to the contractor.

**23. REFUND OF SECURITY DEPOSIT:** The security deposit less any amount due shall, on demand, be returned to the contractor on the expiry of defects liabilities period of 90 days or on payment of amount the final bill whichever is later, provided the MD LIDCOM is satisfied that there is no demand outstanding against the contractor. No interest on the amount of security deposit shall be paid to the contractor at the time of release of security deposit as above.

**24. SUFFICIENCY OF TENDER:** The contractor shall be deemed to have satisfied himself before tendering as to , the correctness and sufficiency of his tender for the works and of the rates quoted in the scheduled of quantities and prices which shall ( except as otherwise provided in the contract) cover all his obligation under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the prevision of the contract.

**25. BID DOCUMENT:**

The language in the bid documents shall be drawn up shall be English. The language according to which the contract is to be constructed and interrupted shall be English and designated as the ruling language. The contractor shall be furnished free of charge, certified true copies of the contract document. the contractor shall use none of these documents for any purpose other than that of this contract.

**26. INCOME TAX:**

Income tax as applicable shall be deducted at source as per prevalent rate in force and will have to be borne by the contractor. TDS certificate will be issued as per the prevalent norms of the Government.

**27. CONTRACT PERIOD AND EXTENSION THERE OF:**

The contractor shall be required to consistently execute , in a successful and professional manner, the jobs assigned under the contract , to the satisfaction of and as directed by the LIDCOM up to a period of 12 months ( completion period) reckoned from the date as notified in the letter of award and may be extended for further up to one more term on satisfactory performance by the contractor is not interested to extend the contract further he will be essentially required to execute the work at least till 1 month notice period on the same rates and terms and conditions of the contract.

**28. AGREEMENT:**

within 20 days from the date of issue of letter of award of the work, the contractor shall execute the deed of agreement on stamp paper of requisite value as per prescribed format the contractor shall be furnished with a copy of executed agreement duly signed by the authorized officer the LIDCOM and contractor.

**29. DISPUTES:**

In case of any dispute or differences in interpretation of any clause of this contract. the same shall be got resolved by referring the matter to the sole arbitrator as appointed by the LIDCOM whose decision shall be final and binding on the both the parties

**30. Patent Right:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the purchaser's country, the contractor shall act expeditiously to extinguish such claim. If the contractor fails to comply and the purchaser is required to pay compensation to a third party resulting from such infringement, the contractor shall be responsible for the compensation including all expenses, court cost and lawyer fees. the purchaser will give notice to the contractor of such claim, if it is made without delay.

**31. ORDER OF PRECEDENCE:**

In the event of any ambiguity or conflict between various section of the contract document, the following order of precedence shall prevail:

- i) Letter of Award
- ii) Instructions for Bidders
- iii) Scope of Work
- iv) Term and conditions of Bid
- v) Schedule of requirement
- vi) Technical specification
- vii) Bid submission & price schedule
- viii) Formats



Managing Director

For Sant Rohidas Leather industries &  
Charmakar development corporation Ltd

**SECTION -V**  
**SCHDULED OF REQUIRMENTS**

## **SCHEDULED OF REQUIREMENTS**

### **Delivery Schedule:**

Supply to be completed within 90 Days from the receipt of work order

### **EARNEST MONEY DEPOSIT**

Rs. 15 Lakhs

**SECTION -VI**  
**TECHNICAL SPECIFICATIONS &**  
**QUALIFICATION CRITERIA**

### Specification for Gatai Stall

- The main frame shall consist of vertical angel's size 50 X 50 X 5 mm thick conforming to IS 2062:2006 Grade A total 4 No's Horizontal Angels size 40 X 40 X 5 mm thick (IS 2062:2006 Grade A) total 8 i.e.4 each on top 7 bottom. Support center Angels shall be size of 35X35X4mm thick (IS 262:2006 Grade A) total 3 No's After Fabrication all angels structure to be Hot Dip Galvanized as per IS 277:1992 having average mass of uniform coating 610g/m<sup>2</sup> (86 microns) coating thickness. All tolerances as per IS 1852:1985 & its updating
- Front vertical section a provision to be made for hinges 2 No's on each side, total 4 hinges to rotate in 270 – while the door is closed there should minimum gap between the door & body.
- The panel of Sides, doors, back panels to be made in 20 SWG (0.914mm +- 0.1mm) conforming to IS 277:2003 Grade 275, Designation GC the corrugation on these galvanized sheets shall be in accordance to drawings.
- Hot dip galvanized strip to size 18 X 3mm thick conforming to IS 1730:1989 to be used all along to bolt/rivet/weld G.P Sheets with Angels only from defects such as slag, inclusions, but thrust & cracks.
- All panels to be joined with section using fasteners as per IS 1367:2002 Gr 8.8.
- Galvanized sheet used for top 24 SWG (0.56mm + / - 0.1 mm) conforming to IS 277:2003 shape & details as per drawing. hot dip galvanized support Angle size for top shall be 25 X 25 X 3 mm thick as per IS 2062:2006 Grade A & the base frame of the top shall be of Hot dip galvanized angle size 35 X 35 X 4 mm as per IS 2062:2006 Grade A.
- The Galvanized base plate total 4 no's shall be of die 150 mm X 5 mm thickness to be neatly welded at bottom of angels.
- The door frame shall be made from Hot Dip Galvanized angle size 25 X 25 X 3mm thick conforming to IS 2062:2006 Grade A.
- The assembly of shade shall be in 4 main pieces i.e. Hinged doors & side each as 1 pieces, back, top i.e. total 4 peace & others if any bolted.
- Door locking arrangement to be made properly by fixing a door AL drop of 10 X 12mm duly welded & riveted on strengthening plate for 3mm thickness from both the side.
- Paints used for painting shall have approved brands such on Asian, Nerolac & Berger conforming to IS 2933:1975 (Exterior, grade, for metals.) the finish of paints shall be smooth & uniform.
- The matter wording as directed by the department shall be printed on the stall.
- The Complete M. S. Fabricated stall shall be in accordance to drawing provided at pg.31 (1) to 31 (6)

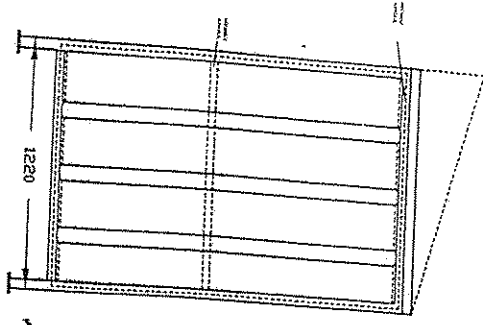
## QUALIFICATION REQUIREMENTS

1. M.S Fabrication who have all the relevant facilities of fabrication & Galvanization or their authorized dealers must quote. The authorized dealers must submit the offers along with letter of authority from such M.S fabricators as per the accompanying proforma Annexure B on the letter head in original from M.S. Fabricators.
2. The M.S. Fabricator must have average annual turnover of Rs.25 crore and above during last 3 Years in any type of metal fabrication with galvanization business only. Audited balance sheet / CA Certificate or Annual Report must be submitted.
3. The M.S. Fabricator must mandatory confirm posing the in- house fabrication cum galvanization facilities requirements which shall be submitted as undertaking as per accompanying proforma Annexure C on Rs 100/- stamp paper which must also be notarized along with read seal. The authorized signatory of the M. S. Fabricator must submit his power of Attorney along with the concerned Boarded resolution for the power of Attorney.
4. The M.S. Fabricator unit should submit copy of valid ISO corticate .ISO 9001:2008 (certificate of Quality Management System)

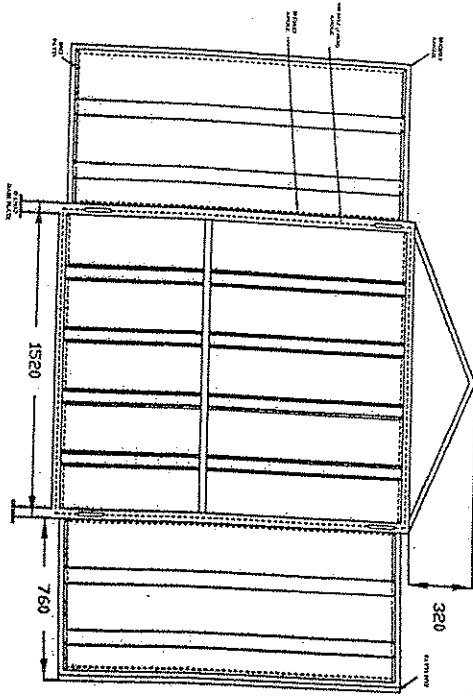


**SECTION -VII  
DRAWINGS**

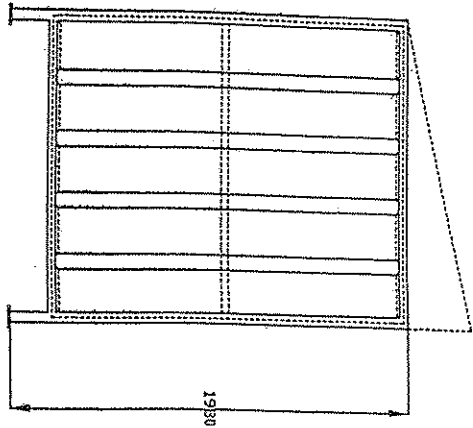
LEFT HAND  
SIDE VIEW



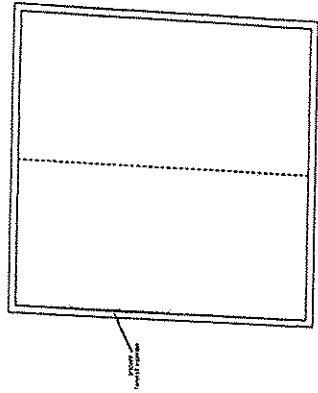
FRONT OPEN VIEW



RIGHT HAND  
SIDE VIEW



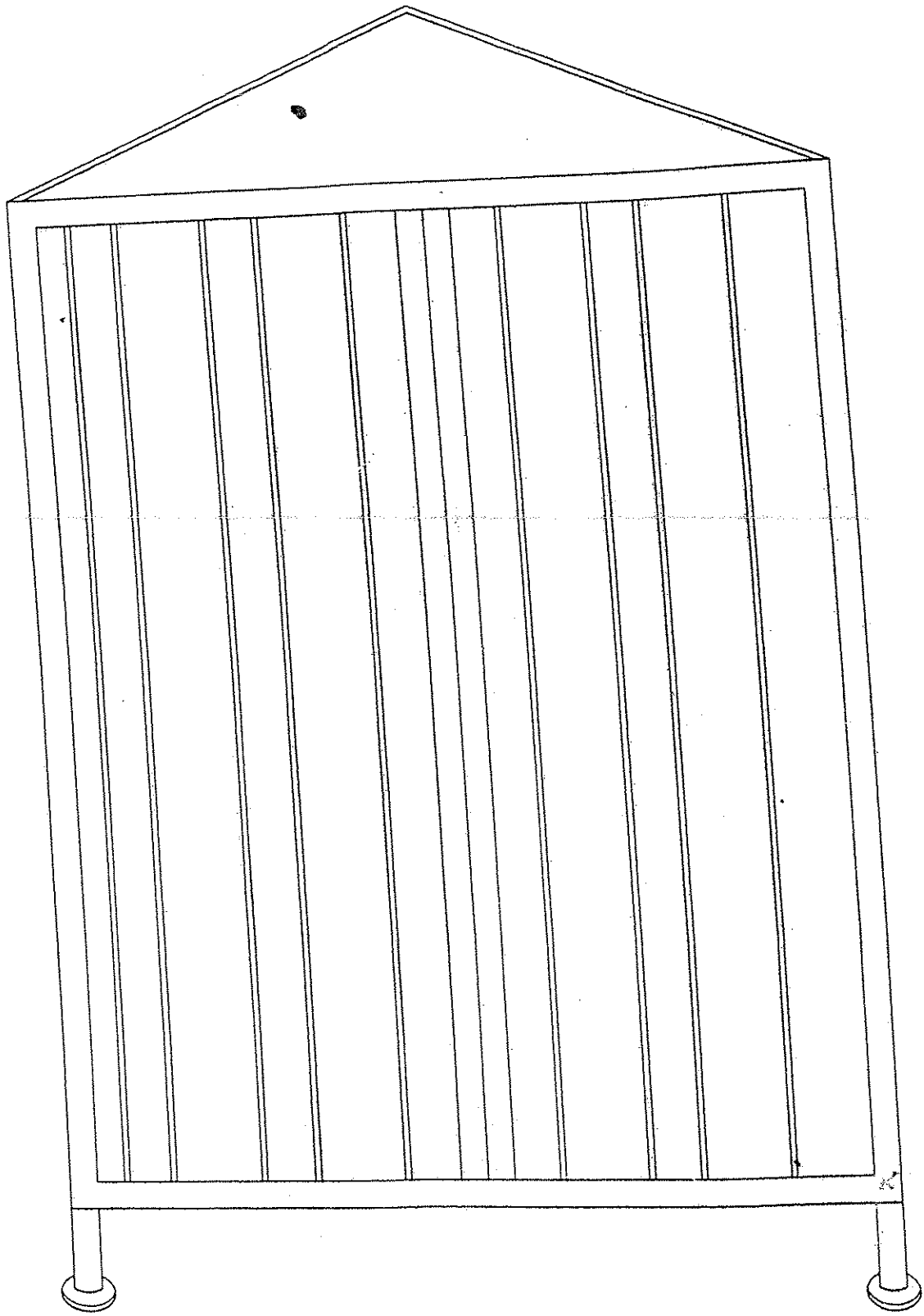
TOP VIEW



62

32 (1)

63



32 (2)

64

MAIN FRAME 3D VIEW

4 NOS  
HINGES  
270 ROTATION

40x40x5  
ANGLE

1220

50x50x5  
ANGLE

35x35x4  
ANGLE

50x50x5  
ANGLE

35x35x4  
ANGLE

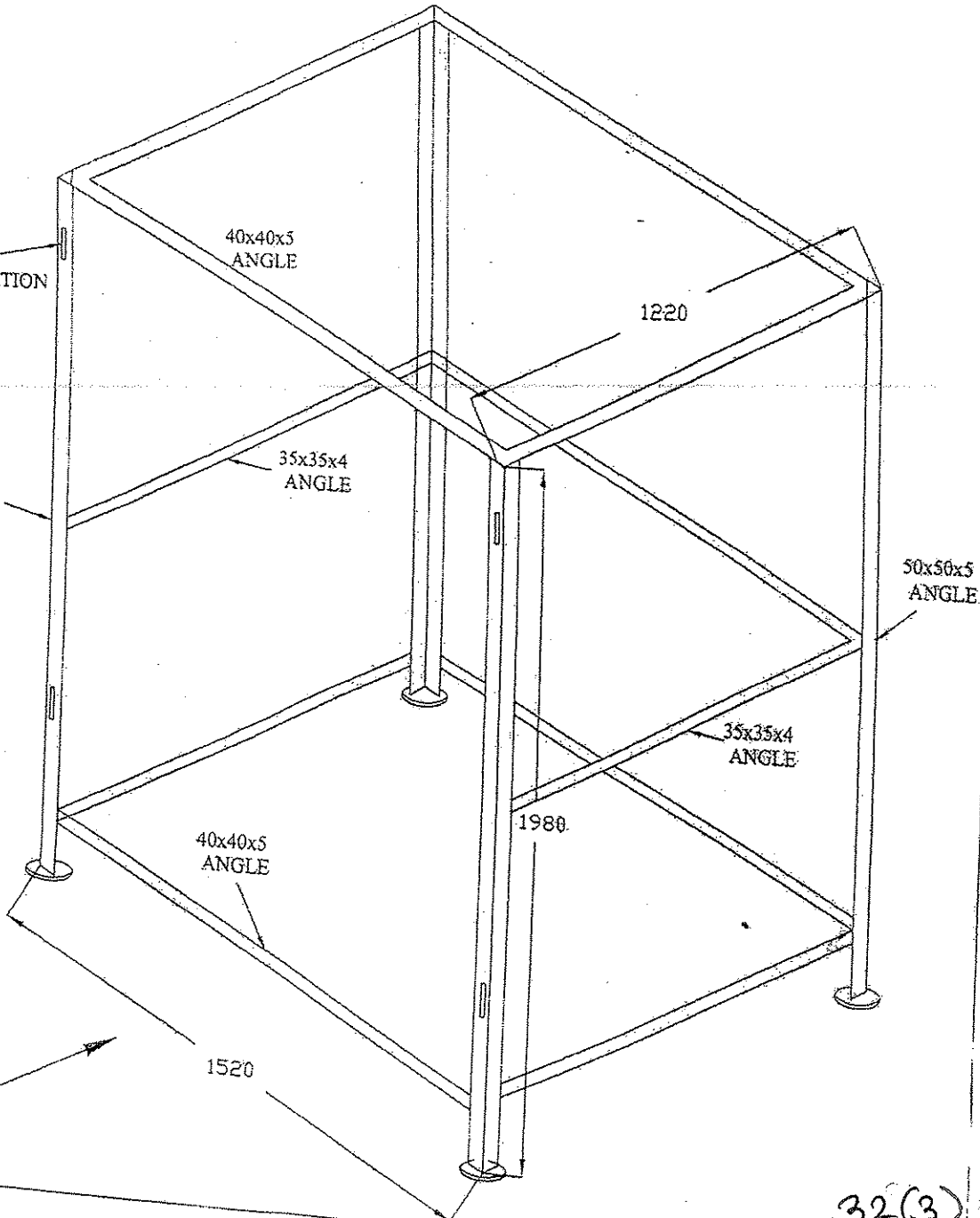
1980

40x40x5  
ANGLE

FRONT  
VIEW

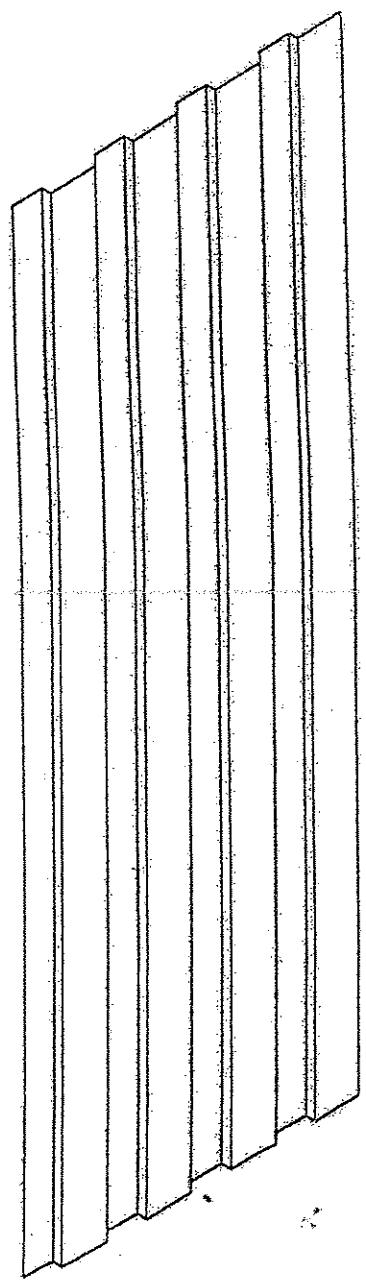
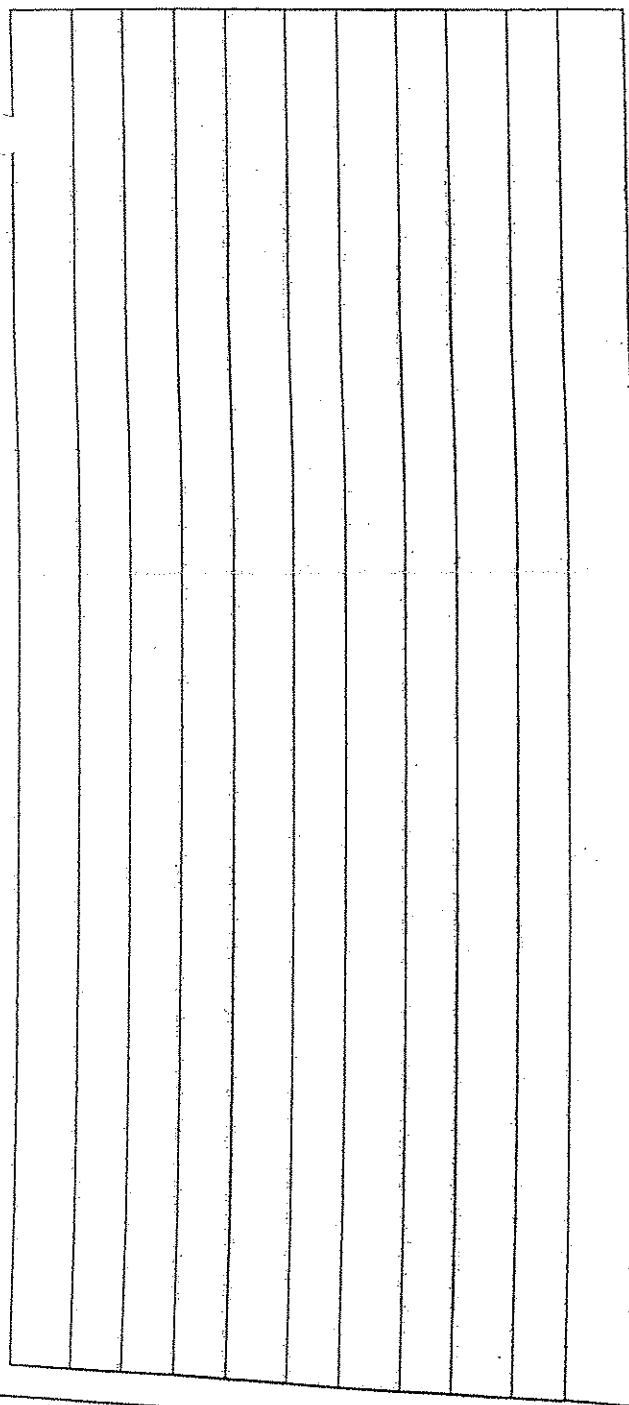
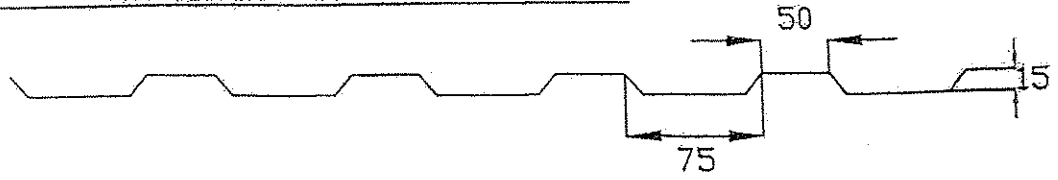
1520

32(3)

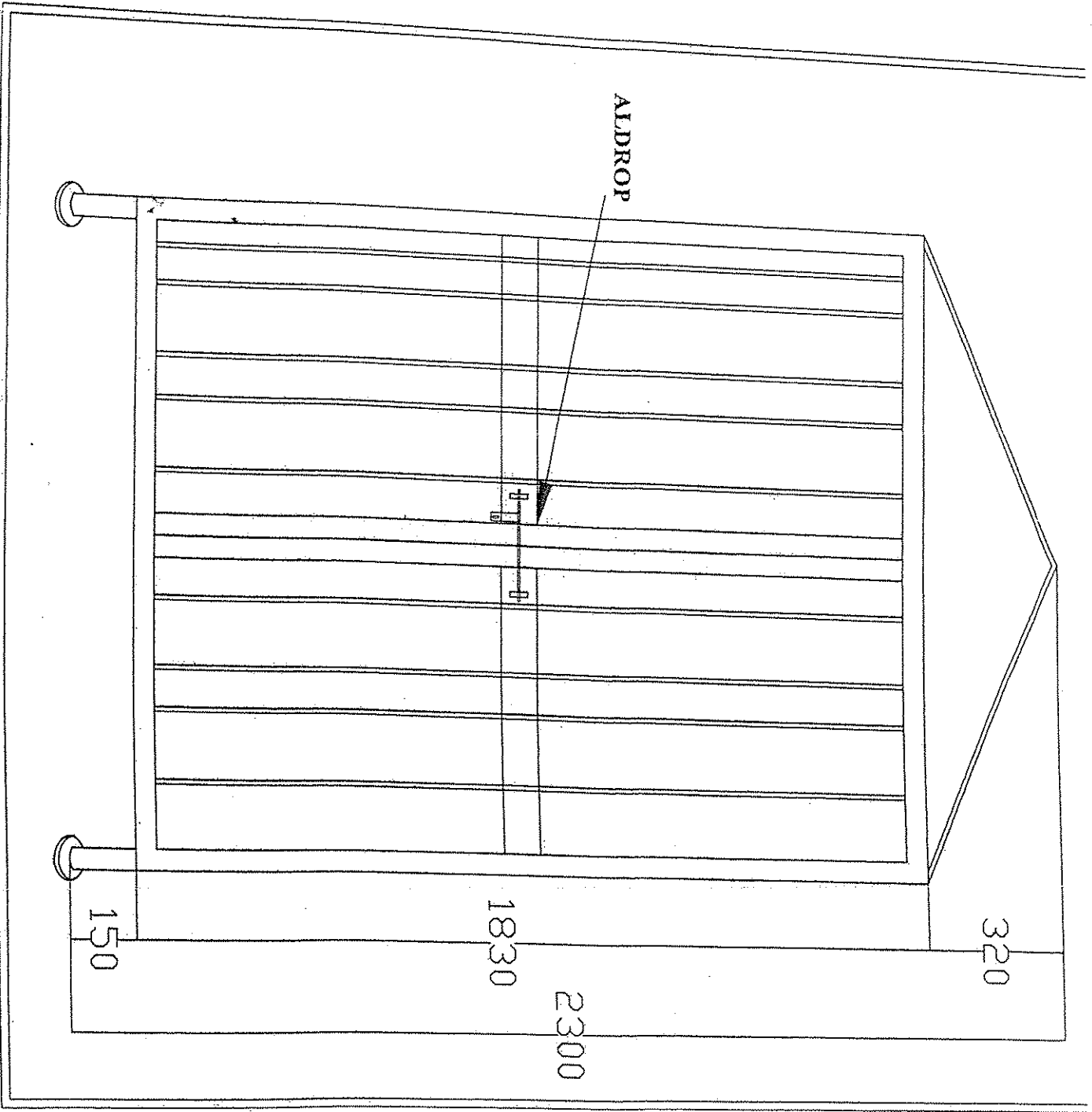


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# CORRUGATION DETAILS



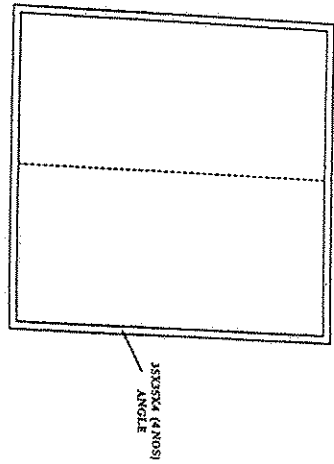
CORRUGATION DETAILS  
3D VIEW



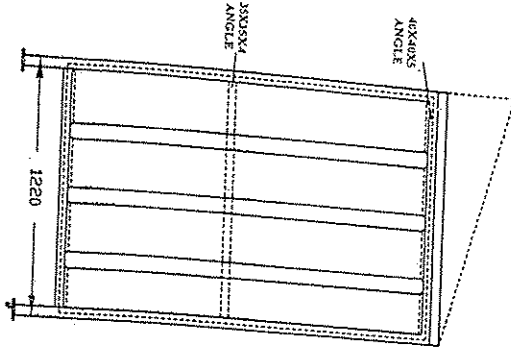
69

32(5)

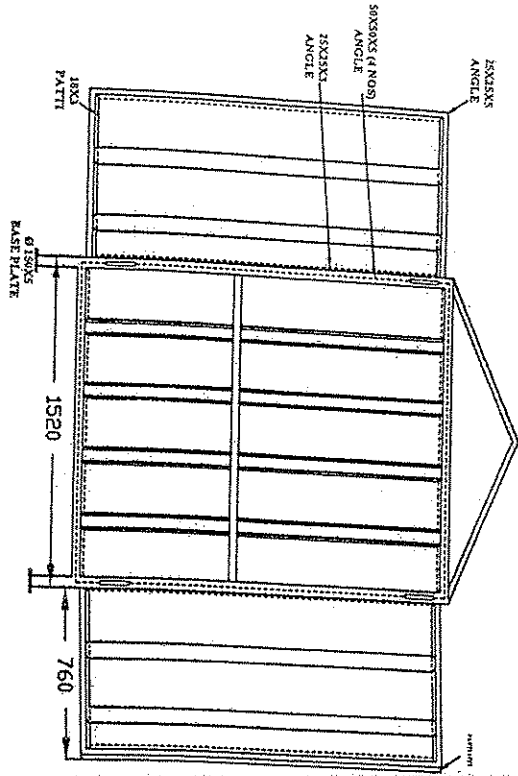
TOP VIEW



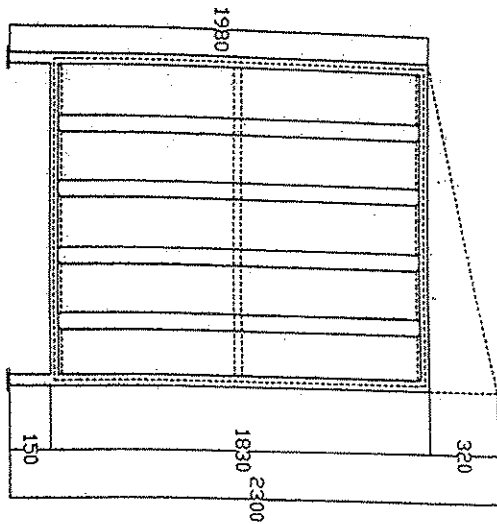
LEFT HAND SIDE VIEW



FRONT OPEN VIEW



RIGHT HAND SIDE VIEW



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**SECTION -VIII**  
**BID SUBMISSION FORM & PRICE SCHEDULE**



## **BID SUBMISSION FORM**

### **TO BE KEPT IN ENVELOPE "B" COMMERCIAL BID**

[The Bidder shall submit this Bid submission form on Rs.100/- stamp paper duly notarized by notary with red seal on it. No alterations to the format shall be permitted and no substitutions shall be accepted.]

Date: \_\_\_\_\_

Bid No: Seva / Gatai kamgar/ 2018-19

To;

Managing Director / Seva Department

**LIDCOM**

Bombay life building 5<sup>th</sup> floor '45

Veer Nariman road, Mumbai 400001

Tel; 022-22044186. Email. [mktprod@lidcom.co.in](mailto:mktprod@lidcom.co.in), [admin@lidcom.co.in](mailto:admin@lidcom.co.in)

I/We, the undersigned, declare that:

- a) We have examined and have no reservations to be Bidding documents.
- b) We offer to supply to conformity With the Bidding Documents and in accordance With the Scheduled of Requirements.
- c) Our Bid Shall be valid for the period of time specified in of 90 days, From the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period,
- d) If our bid is accepted, we commit the furnish a performance security in 20 days for the due performance of the contract;
- e) We understand that this bid, together with your written acceptance thereof included in your notifications of award, shall concomitate a binding contract between us. Until a formal contract is prepared and executed.

Dared on \_\_\_\_\_ day of \_\_\_\_\_

**Bidder name & Signature**

**Price Scheduled form**  
**TO BE KEPT IN ENVELOPE "B" COMMERCIAL BID**  
(The bidder shall fill in these price scheduled forms)

SR. NO	DISCRIPTION	Quantity	Rate	GST	Other charges	Total Amount
1.	SUPPLY OF M.S FABRICATED GATAI STALL	3000 Nos				

Note: I) Condition discounts Will not be considered for evaluation.

ii) In case of discrepancy between prices, in figures & in words the prices in figure shall prevail.

Place:

Date:

Name:

Signature:

Business Address:

**SECTION -IX  
FORMATS**

**Annexure "A"**  
**WARRENTY FORM**

M/s. \_\_\_\_\_

Having its registered office at \_\_\_\_\_ (herein after referred to as "the contractor") Having carefully studied all the documents pertaining to the contract for supply of M.S. Fabricated stall during the year 2018-19 and having understood local site condition and having undertaken to execute the said works. I do hereby warrant that:

- 1) The contractor is familiar with the all requirements of the contract.
- 2) The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- 3) The contractor is satisfied that the work can be performed and completed as required in the contract.
- 4) The contractor accepts all risk directly or indirectly connected with performance of the contract.
- 5) The contractor has had no collusion with other contractors, with any of the men of the director or with another person in LIDCOM TO execute the said works according to the terms and conditions of the said contract.
- 6) The contractor has not been influenced by any statement or promise of the LIDCOM -but only by the contract documents.
- 7) The contractor financially solvent.
- 8) The contractor is experienced and competent to perform the contract to the satisfaction of LIDCOM.
- 9) The statement submitted by the contractor are true.
- 10) The contractor is familiar with all general and special laws, Acts, ordinances, rules and regulation of the state and central government of India that may affect the work its performance and personal employed therein.

(sign, name, designation & seal)  
For and on behalf of the contractor

**Seal of contractor**

Annexure "B"  
MANUFACTURES AUTHORIZATION LETTER PRFORMA

No:

Date:

To,

Managing Director /Seva Department  
**LIDCOM**  
Bombay life building ,5<sup>th</sup> floor ,45,  
Veer Nariman road, Mumbai 400001  
Tel:02222044186, email@charmodyog.in

Subject: Authorization Letter

Ref: Bid no \_\_\_\_\_

Dear sir,

We \_\_\_\_\_ an, Established and reputed M.S. Fabricator of various kind of items having unit at \_\_\_\_\_ do nearby authorized \_\_\_\_\_ M/S\_\_\_\_\_ (name and address of the bidder) to represent us to tender ,negotiate and conclude the contract for the above goods, manufactured by us with you against invitation for bid no. \_\_\_\_\_ due on no company /firm or individual other than M/S. \_\_\_\_\_  
Are authorized to tender, negotiate and conclude the contract in regards to this business against this specific invitation for bid.

Yours faithfully,

Name for & on behalf of

M/S. (Name of Manufactures)

Note: This letter of authority should be on original letterhead of the manufacturing concern and should be signed by a person competent and having power of attorney to the blind the manufactures.

**ANNEXURE "C"**

**PROFORMA FOR UNDERTAKING ON Rs.100/- stamp paper**

Date:

To,

Managing Director, Eva Department

**LIDCOM**

Bombay life building ,5<sup>th</sup> floor ,45,

Veer Nariman road, Mumbai 400001

Tel:02222044186 Email. mktprod@lidcom.co.in, admin@lidcom.co.in

**Sub: UNDERTAKING**

Ref-Bid no Seva / Gatai kamgar/2015-16

due on: - \_\_\_\_\_

I/We, the undersigned undertake that:

We process in-house under one roof, the following listed facilities as required in the manufacturing process of supply of M.S. fabricated Gatai stall at side listed in the scheduled of requirements.

- 1) Hot dip galvanizing facility if longest structural member in single dipping track size to minimum 3 meters length X 1 meters wide x1.5 meters depth
- 2) Grinding machine
- 3) Bending machine
- 4) Co2/ MIG Welding Machine
- 5) Shearing Machine
- 6) Press Break Machine

We take cognizance of the item, if the order is placed on our authorized agent appointed for this bid. We undertake to adhere and follow all the process listed above in accordance to bid specifications to produce a superior quality product.

**Name for & on behalf of M/s.**

**(full signature of authorized**

**(Name of Manufacturer)**

**Person with rubber stamp)**

**Note:** this is should be signed by a person competent and having power of attorney to bind the manufacturer duly notarized along with red seal on it.

**Annexure "D"**  
**PROFORMA FOR UNDERTAKING**

Ref: Bid No Sava/Gatai Kamgar /2015-16

Due on.....

Sub: Undertaking for payment of fibrous of amount of testing charges

We M/S. \_\_\_\_\_ hereby undertake that the prescribed difference of amount of testing charges if any to be paid to LIDCO. /Govt.

Approved lab for sample testing will be paid by me in cash within 4 days from receipt of intimation letter from M D LIDCOM .it is also understood that if, I/We fail to pay charges on demand by MD LIDCOM, My /our bid not be processed and will be kept out of consideration and action deems fit will be initiated against me/us.

**Full signature with rubber stamp**

**Note:** this undertaking should be on letter head of the binding concern and should be signed by person competent and having power of attorney to bind the bid.

**Note:**

- Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time.
- NEFT/RTGS option will be depend on the amount of EMD.
- Help file regarding use of E payment gateway can be downloaded from E tendering portal.

**A) Terms and condition for online-Payment**

The terms and condition contained herein shall apply to any person ("User") using to services of JCMC Maharashtra, hereinafter referred to as merchant for making tender fee and Earnest Money Deposit (EMD) payment through an online payment gateway service ("Service") offered by ICICI bank Ltd, in association with E Tendering Service provider any payment Gateway service provider though JCMC Maharashtra. Website i.e. <http://pwd.maharashtra.etenders.in>. Each User is therefore demand to have read and accepted these terms and condition.

**Privacy Policy**

The merchant respects and protect the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about her User is not willfully disclosed to any third party without first receiving the user's permission, as covered in the privacy policy.

This Privacy Policy describes merchant treatment of personally identifiable information that merchant collect when the user is on the merchant website. The merchant does not collect any unique information about the user (such as user's name, email address, age, gender, etc.) except when you specifically and knowingly provide such information on the website. Like any business interested in offering the highest quality of service to client, Merchant may, from time to time, send email to the

User and other communication to tell the user about the various service, features, functionality and content offered by merchant website or seek voluntary information from the user. please be aware, however that merchant will release specific personal information about the user if required to do so in the following circumstances.

- A) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- B) If any of user's acts on our website violate the terms of service or any of our guidelines for specific service, or
- C) To protect or defend merchant legal right or property, the merchant's site, or the Users of the site or;



D) Do investigate prevent, or take action regarding illegal activities, suspected, fraud, situations involving potential threats the security, integrity of merchant's website /offerings.

- 1) Once a user has accepted these terms and conditions, he/ she may register on merchant's website and avail the services.
- 2) Merchant's rights, obligation, undertakings shall be subject to the laws in force to the India, as well as any directives/ procedures of Government of India, and nothing contained in these terms and condition shall be in derogation of merchant's right to comply with any law enforcement agencies request or requirements relating to any User's Use of the website or information provided to or gathered by merchant with respect to such use. Each user accepts and agrees that the provision to details of his/

Her use of the website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the website shall be at the absolute discretion of merchant.

- 3) If any part of these terms and conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, to warranty and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision and the remainder of these terms and conditions shall continue in effect.
- 4) These terms and conditions constitute the entire arrangement between the user and merchant. These terms are condition supersede all prior or contemporaneous communication and proposals, whether electronic, oral, or written, between the User and merchant. A printed version of these terms and condition and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating on these terms and condition as other business document and records originally generated and maintained in printed form.
- 5) The entire is the books of merchant and / or the payment gateway service providers kept in the ordinary course of business merchant and/ or the payment gateway service providers with regards to transaction covered under these terms and condition and matters therein appearing shall be binding on the user and shall be conclusive proof of the genuineness and accuracy of the transaction.
- 6) Refund for Charge Bank Transaction: in the event there is any claim for / of charge back by the user for any reason whatsoever, such user shall immediately approach merchant which his/ her claim details and claim refund

from merchant alone. such refund (if any) shall be affected only by merchant via payment gateway or by means of a demand draft or such other means as merchant deems appropriate .no service provider and in the event such claim is made it shall not be entertained. In these terms and conditions , the term “charge Bank “ shall mean ,approved and settled credit card or net banking purchase transaction (s) which are at any time refused, debited or charged bank to merchant account (and shall also include similar debits to payment gateway service provider’s account ,if any)by the acquiring bank or credit card company for any reason whatsoever , together with the bank fees , penalties and other charges incidental thereto.

- 7) Refund for fraudulent/ duplicate transaction (s): the user shall directly contact merchant for any fraudulent transactions (s) on account of misuse of card / bank details by a fraudulent individual / party and such issues shall be suitably addressed by merchant alone in line with their policies and rules.
- 8) Server slow/ down session timeout: in case the web site or payment gateway service provider’s webpage that is linked to the website, is experiencing any server related issue like ‘slow down ‘or failure or session timeout; the user shall, before initiating the second payment, check whether his/ her bank account has been debited or not and accordingly resort to one of the following options.
  - (i) In case the bank account to be appears to be debited, ensure that/ he she does not make the payment twice and immediately thereafter contact merchant via e-mail or any other mode of contact as provided by merchant to confirm payment.
  - (ii) In case the bank account is not debited, the user may initiate a fresh transaction to make payment.

However, the user agrees that under no circumstances the payment gateway service provider shall be held responsible for such fraudulent/ duplicate transaction and hence no claims should be raised to payment gateway service provider no communication received by the payment gateway service provider (s) in this regard shall be entertained by the payment gateway service provider

### Limitation of liability

1. Merchant has made this service available to the user a matter of conveniences merchant expressly disclaims any claims and liability arising out of the provision of this service. the user agrees an acknowledges that he/ she shall be solely responsible for his / her conduct and the merchant reserve the right to terminate the right to use. Of the service immediately without giving any prior notice thereof.
2. Merchant and/ or the payment gateway service providers shall not be liable for any inaccuracy, error, or delay in, or omission of (a) any data information or message, or (b) the transmission or delivery of any such data, information of message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or commission, non- performance or interruption in any such data, information or message.

Under no circumstance shall the merchant and /or the payment gateway service providers, its employees, directors, and its third party against involved in processing, delivering or managing the services, be liable for any direct, indirect incidental, special Or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the services or resulting from unauthorized.

Access or alteration of transmissions of data or arising for suspension or termination of the Service

1. The merchant and the payment gateway service provider (s) assume no liability  
Whatsoever for any monetary or other damage suffered by the user on account of:
  - (i) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the payment gateway of services in connection Thereto; and/ or ii) any interruption or errors in the operation of the payment gateway.
4. The user shall indemnify and hold harmless the payment gateway service provider (s)  
And merchant and their respective officers, directors, agents, and employees, from any  
Claim or demand, or actions arising out of or in connection with the utilization of the services.

The user agrees that merchant or any of its employees will not be held liable by the user for any loss or damages arising from your use of or reliance upon the information.

Contained on the website, or any failure to comply with their terms and conditions where such failure is due to circumstance beyond merchant reasonable control.

**Miscellaneous Conditions:**

Any waiver of any rights available to merchant under these terms and conditions shall not mean that those right are automatically waived.

- 1) The user agrees, understands and confirms that his/ her personal data including without limitations details relating to debit card/ credit card transmitted over the internet. May be susceptible to misuse, hacking, theft and / or fraud and that merchant or payment gateway service provider (s) have no control over such matters.
- 2) Although all reasonable care has been taken towards guarding against unauthorized. Use of any information transmitted by the user, merchant does not represent or guarantee that the use of the services provided by / through it will not result in theft and / or unauthorized use of data over the internet.
- 3) The merchant, the payment gateway services provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, delay in operation and transmission, computer virus, communications line failure, theft or destruction or unauthorized access to of, or use of information contained on the website.
- 4) The user may be required to create his/ her own user and password in order to register and/ or use the services provided by merchant on the website. by accepting these terms and conditions the user agrees that his/ her user id and password are very important pieces of any information and it shall be the user's own responsibility to keep them secure and confidential. in in furtherance hereof, the user agrees to;
  - (i) Choose a new password, whenever required for security reasons.
  - (ii) Keep his/ her user ID & password strictly confidential.
  - (iii) Be responsible for any transactions made by user under such user id and password.

The user is nearby informed that merchant will never ask the user for the User's password in an unsolicited phone call or in an unsolicited email. The user is hereby required to sign of his/ her merchant account on the website and close the web browser window when the transaction (s) have been completed. this is to ensure that others cannot access the user's personal information and correspondence when the user happens to share a computer with someone else or is using a computer in a public like a library or internet café.

### **Debit / Credit, bank account details**

1. The user agrees that debit/ credit card details provided by him/ her for use the aforesaid services (s) must be correct and accurate and that the user shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use or which is not authorized by the lawful owner thereof. The user further agrees and undertakes to provide correct and valid debit/ credit card details.
2. The user may make his/ her payment (tender fee/ Earnest money deposit) to merchant by using a debit/ credit card or through online banking account. the user warrants, agrees, and confirms that when he/ she initiates a payment transaction and or/ issues an online payment instruction and provides her card bank details.
  - (i) The user is fully and lawfully entitled to use such credit / debit card, account for such transactions;
  - (ii) The user is responsible to ensure that the card/ bank account details provided by him/ her are accurate.
  - (iii) The user is authorizing debit of the nominated card/ bank account for the payment of tender fee and earnest money Deposit.
  - (iv) The user is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill (s) selected by the user inclusive of the applicable fee.

### **Personal Information**

1. The user agrees that, to the extent required or permitted by law, merchant and / or the payment gateway service provider (s) may also collect, use and disclose personal information in connection with the security related or law enforcement investigation or in the course of cooperating with authorities or complying with legal requirements.
2. The user agrees that any communication sent by the user vide e-mail shall imply release of information therein / therewith to merchant. the user agrees to be contacted. Via e-mail on such mails initiated by him her.
3. In addition to the information already in the possession of merchant and / or the payment gateway service provider (s), merchant may have collected similar information from the user in the past. by entering the website, the user consents to the terms of merchant information privacy policy in to our continued use to previously collected information. by submitting the user's personal information to us, the user will be treated as having given his / her permission for the processing of the user's personal. data as set herein.
4. The user acknowledges and agrees that his / her information will be managed in accordance with the laws for the time in force

### **Payment Gateway Disclaimer**

The service is provided in order to facilities payment of tender fees/ earnest money deposit online. The merchant or the payment gateway services provider (s) do not make any representation of any kind, express or implied, as to the operation of the payment gateway other than what is specified in the website for this purpose. by accepting / agreeing to these terms and conditions, the user expressly agrees that his / her use of the aforesaid online payment service is entirely risk and responsibility of the user

### **10. Earnest money and Security Deposit**

- (i) Earnest money shall be paid via online using NERT/ RTGS or payment Gateway mode
- (ii) After tender opening, the EMD on the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary account number.

**10.2** Earnest money in any other form or cash or Cheque will not be accepted.

  
Managing Director

FOR SANT ROHIDAS LEATHER INDUSTRIES &  
CHARMAKAR DEVELOPMENT CORPORATION LTD.