

Artificial Limbs Manufacturing Corporation of India (A GOVERNMENT OF INDIA UNDERTAKING) Auxiliary Production Centre, Richhai, Industrial Area, Jabalpur-482010 (M.P.)

E-Tender No. PD/JBP/LT/06/AY, Date: 27.03.2021

BID SUBMISSION END DATE: 05.04.2021

TENDER DOCUMENTS (Short Term Basis)

FOR

"Welding & Dressing Jobwork of Tricycle & Wheel Chair (TD2C95 & TD2A06)"

BID DOCUMENT

NOTICE INVITING E-TENDER

Tender Reference No. PD/JBP/LT/06/AY

Dear Sir.

1. Online tender are invited for **Welding & Dressing Jobwork of Tricycle & Wheel Chair** (**TD2C95 & TD2A06**) inside the premises of the Alimco Auxiliary Production Center (AAPC), Jabalpur.

Dated: 27/03/2021

2. Tender document may be downloaded from ALIMCO website www.alimco.in (for reference only) and CPPP website https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under.

Published Date	27.03.2021
Bid Document Download Start Date	27.03.2021
Bid Submission Start Date	27.03.2021
Bid Submission End Date	05.04.2021
Bid Opening Date	06.04.2021
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

- 3. Interested parties may view and download the tender document containing the detailed terms & conditions from the website https://eprocure.gov.in/eprocure/app
- 4. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.
- 5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

MANUAL BIDS SHALL NOT BE ACCEPTED

except for the original documents/instruments as mentioned in this tender. Bidders should regularly visit the website to keep themselves updated.

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. https://eprocure.gov.in/eprocure/app, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrollment" option available on the home page. Enrollment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can than log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

- (i) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
 - After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iv) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (v) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (vi) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-D, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (viii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (ix) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (x) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xi) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

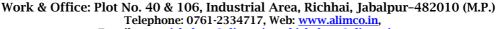
- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 011-29571526 between 10:30 hrs. to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the directed to the 24X7 CPP Portal Helpdesk. e-Mail id is support-eproc@nic.in.
- (iii) If any query is not resolved by the CPP Portal Helpdesk, you may contact the Nodal Officer (Production), ALIMCO –Jabalpur Toll Free Number 1800-3070-2232.

INVITATION TO QUOTE (E-TENDER)



ALIMCO - AUXILIARY PRODUCTION CENTRE, ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA

(A GOVT. OF INDIA UNDERTAKING)



E-mail: aapc_jabalpur@alimco.in, pd.jabalpur@alimco.in

[HEAD OFFICE: ALIMCO, G.T. ROAD, KANPUR-209217 (U.P)]

CIN: U85110UP1972NPL003646 // GSTIN: 23AABCA8899F1ZG



TENDER NOTICE

E-TENDER NO. PD/JBP/LT/06/AY, DATE - 27.03.2021

DUE DATE FOR BID OPENING - 06.04.2021

Online bids are invited from eligible bidders for empanelment for "Welding &

Dressing Jobwork of Tricycle & Wheel Chair (TD2C95 & TD2A06)"

The tender document along with other details may be downloaded from the CPP Portal: https://eprocure.gov.in/eprocure/app.

INSTRUCTION FOR E-PROCUREMENT

1.0 PREPARATION AND SUBMISSION OF BIDS:

- 1.1 The detailed tender documents may be downloaded from https://eprocure.gov.in/eprocure/app till the last date of submission of tender. The Tender may be submitted online through CPP Portal https://eprocure.gov.in/eprocure/app.
- 1.2 All interested eligible bidders are requested to submit their bids online on CPP Portal: https://eprocure.gov.in/eprocure/app in two parts viz. Technical Bid and Commercial Bid as per the criteria given in this document:

Technical Bid should be upload online in cover-1.

Commercial Bid should be upload online in cover-2.

Both Technical and Commercial Bid covers should be placed online on the CPP Portal (https://eprocure.gov.in/eprocure/app).

1.2(A) Part-I (Technical Bid):

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: https://eprocure.gov.in/eprocure/app.

A list of all requisite documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- a) SSI/MSE Tenderers are required to enclose/upload (under cover 1) a certified copy of valid registration certificate of **Udyog Aadhaar Memorandum (UAM).**
- b) Scanned Copy of **PF Registration** duly signed & stamped.
- c) Scanned Copy of **ESI Registration** duly signed & stamped.
- d) Tender Acceptance Letter as per **Annexure 'D'** (On letter Head of the Tenderer)

- e) Scanned Copy of **IT Return for previous financial** Year 2019-20 i.e. assessment year 2020-21 duly signed & stamped.
- f) Scanned Copy of **PAN Card** duly signed & stamped
- g) Undertaking as per **Annexure 'F'** (On letter Head of the Tenderer)
- h) Scanned Copy of Registration Certificate, Goods & Service Tax (GST) duly signed & stamped.
- i) Undertaking as per **Annexure 'A'** by the tenderer (On Rs. 100/- Non Judicial Stamp Paper)
- j) The tenderer should have an **average Annual Turnover** of not less than 20% of estimated value of this tender during the last 03 financial years i.e. 2017-18, 2018-19 & 2019-20. In order to authenticate, a certificate regarding average annual turnover from a qualified Chartered Accountant is required to be furnished alongwith TC-Bid.

In case of tenderer registered under scheme of Startup India of Ministry of Commerce and Industry (Department for Promotion of Industry & Internal Trade) Govt. of India will be exempted from submission of average annual turnover as required above and previous experience, subject to providing copy of registration by the tenderer.

k) Undertaking as per Annexure 'E' (On letter Head of the Tenderer)
 (All these documents / details / conformation should necessarily be submitted specifically & in the same order.)

Note:

- (i) The Corporation in its sole discretion may seek clarifications/required documents, if any from the bidders, if considered necessary.
- (ii) Price bids of only those tenderers, who are assessed as technically qualified by the Corporation, shall be opened.
- (iii) Submission of Offer against this tender shall be construed as unconditional acceptance of all terms & conditions laid down in this tender.

1.2(B) Part-II (Financial / Price Bid):

Price Bid shall consist of complete price details as under: -

- (a) Rates are required to be quoted in Annexure 'C'. Service Charges per piece basis to be quoted which should be firm and valid throughout the period of contract for one year and the only same will be basis of deciding L-1 Tenderer.
 - P-Bid CSQ will be prepared on the basis of only service charges quoted by the tenderer.
- (b) The contract may be extended for a further period six months or one year with mutual consent. The service charges shall not be revised during the contract period/completion of ordered quantity.
- (c) Service Charges Quoted by the firm should be fixed for functional quantity or one year from the date of release job work order whichever is earlier.
- (d) The rates should be quoted giving details as per **Annexure 'C'** and Terms & Conditions of P-Bid shall be as per **Annexure 'C-1'**.
- (e) Minimum Wages (Central) payable to workmen employed for **Area 'B'** (**Jabalpur**) shall be revised on revision by the Ministry of Labour & Employment, Govt. of India, New Delhi.

- (f) All the statutory liabilities are to be paid by the tenderer.
- (g) Goods & Services Tax (GST) will be payable as per Govt. Guidelines being statutory levy after submission of proof by tenderers.

Price bids of only those tenderers, who are assessed as technically qualified by the Corporation shall be opened & only Such parties shall be communicated regarding date & time of Price Bid opening requesting them to attend the Tender opening, if interested.

2.0 **ELIGIBILITY OF TENDERER:**

Tenderers must produce Labour Contract License for the work earlier undertaken by them.

3.0 **OPENING OF TENDER:**

- 3.1 All the tenderers must submit their offer online e-procurement on portal https://eprocure.gov.in/eprocure/app of corporation by 11.30 hrs. on or before 05/04/2021 and will be opened online on $\frac{06}{04}$ 2021 at 12.00 hrs. in the presence of representatives of tenderers who may like to be present. If the due date happens to be a holiday the same stands extended to the date of next working day with time remaining the same. However, the Corporation has the right to alter the date & time of Tender closing & opening. The same shall be notified only on the website of Etender & Corporation.
- 3.2 Late Tenders i.e. not received before due time & date will not be considered. Tenders from black listed/debarred parties will also not be considered.
- 3.3 The Corporation in its sole discretion has the right to seek further clarifications/documents from the tenderers relating to 'TC-Bids' of the tenderers, if such information is essential.
- 3.4 In case, if any tenderer submits only 'TC-Bid' or 'P-Bid' against the tender, the same shall be treated as incomplete and Offer will be summarily rejected.

4.0 TERMS OF PAYMENT:

- 4.1 On presentation of bill by contractor & after verification by PD Deptt., the Corporation will initially pay Minimum wages after deducting employer & employees share of PF, ESI, Income Tax-TDS & GST-TDS.
- 4.2 Payment of balance amount excluding GST on submission of Form XII challans evidencing payment of statutory dues verified by PD Deptt. and also verified by AD Deptt.
- 4.3 The payment of labours will be paid as Minimum Wages, decided by Dy. Chief Labour Comm.(C) Jabalpur Region duly verified by PD Deptt.
- 4.4 EPF will be payable @13% on Minimum Wages.
- 4.5 ESI will be payable @3.25% on Minimum Wages.
- 4.6 Service Charge will be payable as mentioned at Annexure 'C' for respective items.
- 4.7 GST will be payable @18% on total of clauses 4.3, 4.4, 4.5 & 4.6 above.
- 4.8 Payment of GST amount will be made on availment of Input Credit as per GST 2A return.
- 4.9 Payment against the bill submitted and verified will normally be released by ALIMCO on monthly basis on receipt of monthly bills submitted by the successful tenderer for completed and duly accepted work by our QC after verification as per para 4.1 above. Further balance payment shall be claimed latest within one month from the end of the respective quarter of a year (in line with clause 4.2 & 4.3).

Contractor shall make payment to their employees minimum wages as per the Govt. of India Minimum Wages Act. In case of non-compliance of minimum wages, PF & ESI, the differential amount shall be recovered from the bills of contractor (if any).

- 4.10 The Contractor shall in no case pay its employees less than the minimum mandatory rates of wages as applicable in the Govt. of India. The Contractor has to deposit the wages of its employees in their respective bank account, a record of that should be kept in a register which may be examined by the Corporation at any time. The Contractor shall ensure that payment to his employees is made through Cheque/bank transfer.
- 4.11 Successful tenderer shall make payment to the persons employed as per minimum wages act 1948 of Govt. of India for Area 'A', any increase/decrease in the minimum wages by the Govt. authorities during the pendency of contract, it is to be immediately implemented by the contractor and same shall be revised by the Corporation on submission of proof and alsothe PF & ESI as applicable as per Govt. rules are to be paid and in any increase/decrease in the same by the Govt. authorities during the pendency of contract it is to be immediately implemented by the contractor and same shall be revised by the Corporation. The payment to the person employed shall be made latest by 7th day of the subsequent month.
- 4.12 After making of payment to the person employed as above and depositing PF, ESI and Goods & Service Tax (GST) within the stipulated period, Certified copies of challans for payment of PF, ESI & GST contribution in respect of his personnel is required to be enclosed by the successful tenderer along with its bills to enable ALIMCO to process the same for Contractor's payment after other applicable statutory deductions. Original challans need to be produced for verification as and when so asked for. Payment shall be made within 30 days from the date of receipt duly verified bills for satisfactory completion of work by the concerned executives along with requisite documents. Conditions mentioned above are required to be complied with and are directed to enclose the pay bill relating to the workmen engaged by the contractor duly covering the details of the workmen employed like name of the workmen, section in which he is posted, work he is doing, number of actual days attended, minimum daily wage rate applicable, actual wages payable, deductions towards PF & ESI, net payment paid to the workmen, signature of the individual's workmen. Copy of Form 12 to be submitted alongwith proof of deposit of PF & ESI within 15 days, duly certified by user department also.
- 4.13 Productivity is a major issue as the Corporation is ensuring payment of Minimum wages to manpower engaged. The tenderer should ensure productivity of the manpower based on "Manpower per 100 units" mentioned in Annexure 'C'. In case the productivity of manpower is below 100% in the month, a penalty shall be imposed on tenderer on short fall quantity at the end of month which will be 120% of piece rate per item + applicable GST extra.

5.0 **SECURITY DEPOSIT:**

- 5.1 For fulfillment of the contractual obligation of Contract / Job Work Order, the successful tenderer shall deposit **Security Deposit of 10% value of Work Order** or maximum Rs. One Crore. by only way of online through the website of the Corporation www.alimco.in where proper category needs to be opted or irrevocable Bank Guarantee from a Nationalized Bank preferably in the prescribed format to be made available by ALIMCO only in favour of ALIMCO payable at Jabalpur for due discharge of the Purchase Order/ Job Work/ Service Contract released on the basis of this tender.
- 5.2 The Security Deposit shall be refunded to the successful Tenderer within 30 days after completion of the Job Work / Service Contract and on receipt of the performance guaranty to cover the discharge of contractual obligations under the warranty period / defect liabilities as applicable. No interest will be payable on the Security Deposit.
- 5.3 Security Deposit is required to be given on placement of Job Work Order before the start of the work. Corporation, on specific request by the tenderer, may relax the condition of depositing of Security Deposit & deduct the Security Deposit amount @ 25% from the Running Bill of the tenderer in place of Security Deposit as applicable. However, to relax the condition, as per purchase policy, will be prerogative of the Corporation.

6.0 VALIDITY OF OFFER/QUOTATION:

- 6.1 The offer/quotation submitted against this Tender shall be valid upto 90 days extendable by mutual consent from the date of opening tender.
- 6.2 The Tenderers shall be bound by terms of this tender document, if notification of acceptance of the offer against this tender is issued within the validity period.

7.0 VARIATION CLAUSE:

Any change (Increase / Decrease) in Govt. Duties / Levies / Taxes / GST minimum wage as amended by Govt. (State / Central) from time to time at the rate as will be applicable during the currency of Purchase Order / Contract shall be considered by the Corporation for amendment accordingly on party's request alongwith necessary documents in support of his claim. However if the rates mentioned/quoted are inclusive of tax/statutory Charges, which is not declared, the variation would not be applicable/admissible.

8.0 GENERAL TERMS & CONDITIONS OF TENDER:

- 8.1 Details of Scope of works is as per Annexure 'B':-
- 8.2 All Raw materials, components, bought outs, consumables, tools, jigs fixtures and machines shall be provided by ALIMCO. Only labour charges are required to be quoted.
- 8.3 The tentative quantities indicated at Annexure 'B' may be changed upward or downward as per requirement.
- 8.4 The components/bought outs is required to be collected from previous work station/stores.
- 8.5 Requisite Bins and Trolleys shall be provided by ALIMCO for material handling/movement of materials. All completed assemblies must be delivered/shifted to the place within corporation indicated by us time to time.
- 8.6 The work may be executed in between 09.00 hrs. to 17.30 hrs. and as when required by the Corporation.
- 8.7 Timely and trouble free work completion need to be ensured.
- 8.8 Tenderers are requested to visit ALIMCO, Jabalpur between 1400 to 1600 hours on any working day (Monday to Friday) to assess the nature and volume of job so as to correctly estimate the rate to be quoted against this tender.
- 8.9 All works are to be carried out within the premises of ALIMCO, Jabalpur.
- 9.10 The Job Order shall be placed on single tenderer for complete job work at Sl.No.01 to 02 of Annexure 'B' on the basis of lowest consolidated value basis (L-1). In case of split upto 3 parties, 60% of the quantity may be placed on L-1 and 20% each on L-2 & L-3 provided they agree to match the rate with L-1 and in case of split upto 02 parties 60% of the quantity may be placed on L-1 and 40% on L-2 provided L-2 agree to match rates with L-1.
- 9.11 Labour Contract License under Contract Labour (Regulation & Abolition) Act, 1970 is required to be obtained by the successful tenderer within 30 days of award of the Contract and a copy of the same submitted to us. In case no labour license is provided within the prescribed time, 10 % of the Bill amount shall be set aside which shall be released only one year after completion of the work under this job order, after producing compliance certificate from the authorities indemnifying the Corporation from any statutory liabilities that may arise after expiry of contract.
- 9.12 The terms of this tender including the terms of payment will not be relaxed.
- 9.13 Any offer submitted against this tender in deviation from the terms of this tender will stand rejected.
- 9.14 An undertaking for unconditional acceptance of all the terms & conditions mentioned in this tender document must accompany the Bid as per **Annexure 'A'**; otherwise the offer shall stand rejected.

- 9.15 The success tenderer shall not sub contract the work awarded against the Tender.
- 9.16 The tenderer will be the sole employer of personnel deployed for execution of JWO. The Corporation shall have no casual or remote connection with the employees of Tenderer. To supervise, manage and control such persons would be the sole responsibility of the Tenderer.
- 9.17 The Successful tenderer shall be solely responsible for the safety, security, insurance etc. of the personnel deployed by it. ALIMCO shall not be at all responsible for any loss or claim whatsoever for the personnel deployed, by successful tenderer, or their heirs.
- 9.18 The job work carried out by the tenderer shall be inspected by the Corporation's inspecting agency and the decision of the Inspecting Officer shall be final and binding.
- 9.19 All entries in the offer shall be either typed or neatly hand written. Tenders having over writings/fluid application/cutting etc. without proper authentication will be rejected.

9.20 Conditional Offer / Quotation shall not be acceptable...

- 9.21 The Job Work Order can be short closed by giving 30 days clear notice by ALIMCO without assigning any reason.
- 9.22 While scrutinizing the Tenders if a difference is detected between the unit price and the total price the former will prevail. In case of discrepancy between the figures and words, the latter would prevail. The arithmetical errors mentioned above shall not be the cause of rejection of a Tender.
- 9.23 All quotations, contracts and orders are subject to the jurisdiction of the appropriate local court at Kanpur, **District: Kanpur Nagar**, **UP (India) only.**
- 9.24 The Corporation has right to place Order for an additional quantity equal to 100% of the original Order, if finalized on you, at same rates, terms & conditions within a period of six months from the date of completion of previous order or during the currency of the Order.

10.0 RIGHT OF ACCPETANCE:

ALIMCO reserves the right to reject any or all the tenders in part or full without assigning any reason thereof. In order to ensure that there are no freak quotes. The Corporation reserves the right to do its internal working and reject such quotes, the Corporation also reserves the right to, reduce or increase the quantity split the order as per clause 10.3 and 10.10 without assigning any reason thereof.

11.0 FORCE MAJEURE:

In the event that the Supplier or any of its subcontractors, or the purchaser is delayed in performing any of its respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time and performance of the obligation delayed.

12.0 ARBITRATION:

- 12.1 If any dispute/question or controversy arises in respect of or arising out of the assignment / Job Work Contract, the matter in dispute shall be referred to the arbitration of the Chairman & Managing Director of ALIMCO or its nominee and the decision of the Chairman and Managing Director or nominee shall be final and binding on both the parties.
- 12.2 The provision of the **ARBITRATION & CONCILATION ACT, 1996** as amended from time to time shall apply to such arbitration proceedings.
- 12.3 Arbitration proceedings shall be held at Kanpur only and the Kanpur City Court will have the Jurisdiction in the matter.

Authorized Signatory For Artificial Limbs Manufacturing Corporation of India AAPC-Jabalpur

(On Rs. 100.00 Non Judicial Stamp Paper)

Annexure 'A'
LT No. PD/JBP/LT/06/AY

UNDERTAKING BY THE TENDERER

e agree to abide by all terms & condition	ons of E-Tender Notice No	dated
of ALIMCO and undertake	to ensure compliance all statute	ory obligations
uding payment of Govt. levies.		
e shall also fully comply with provisio	ns of Contract Labour Act, ESI	Act, Employee
vident Fund, GST& Misc. Provisions Ac	et and other Labour Law as applic	able during the
are of Job Work Contract and own all l	iabilities on this account includin	g accidental, it
, in case the Job Work Contract is finalize	ed in our favour.	
Ve shall recruit control, supervise and ma	ke payment of wages to persons d	eployed by me/
at ALIMCO for execution of the tender /	IWO.	
e will not make any claim, other th	an the amount as per rates qu	oted by us at
nexure "C" as the rates quoted by us are	e inclusive of all liabilities under	various Laboui
vs.		
e assure the management of ALIMCC	that my/ our employees will n	ever claim for
ployment with ALIMCO or demand as	ny other facility including comp	ensation, from
IMCO.		
case, any liability financial or otherwi	se comes upon ALIMCO on ac	count of non-
npliance of statutory provisions on my/ o	ur part or due to any act or deed or	n my / our part
Ve undertake to indemnify ALIMCO for t	the same.	
ase of lesser payment of PF, ESI and GS	ST as per Challan, we agree to red	luce the Billing
ount with the difference between amount	chargeable as per JWO and the a	mount actually
1.		
	Signature	
	Name	
	Seal	

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Date

Welding & Dressing Jobwork of Tricycle & Wheel Chair (TD2C95 & TD2A06)

1.0 SCOPE OF WORK

- 1.1 The work involves as per details given in Table-1 as per respective drawings.
- 1.2 All material/components/bought out and required production tools, working space, light and drinking water etc. shall be provided by the Corporation. However, required hand tools for fabrication work will have to be arranged by tenderer.
- 1.3 The work needs to be done generally in between 09.00 hrs. to 17.30 hrs. on working days and as when required by the Corporation.
- 1.4 Simultaneous, trouble free & timely progress/completion of work needs to be ensured.
- 1.5 Tenderers are requested to visit ALIMCO, Jabalpur between 14.00 hrs. to 16.00 hrs. on any working day (Monday to Friday) to assess the nature and volume of job, all jobs are to be carried out within the premises of ALIMCO, Jabalpur under the supervision of Corporation Representative / as per instructions.
- 1.6 Issue of material and store crediting of acceptable items will have to be arranged by tenderer collection of components & shifting of sub-assemblies from / to respective stores will have to be done by the tenderer at Sl.No.01 to 02.
- 1.7 The Job Order shall be placed on single tenderer for complete job work at Sl.No. 01 to 02 on the basis of lowest consolidated value basis (L-1). In case of split upto 3 parties, 60% of the quantity may be placed on L-1 and 20% each on L-2 & L-3 provided they agree to match the rate with L-1 and in case of split upto 02 parties 60% of the quantity may be placed on L-1 and 40% on L-2 provided L-2 agree to match rates with L-1.

Table-1

Sl.No.	Code No	Description of Job work	Unit	Qty.
1.	TD2C95AA0 TD2C98AA0 TD2C98AB0	Complete Welding & Dressing of TD2C95 Tricycle (As per ALIMCO drawing)	Nos.	1000
2.	TD2A06A00+B00 TD2A06C00 TD2A06D00 TD2A06JC0 TD2A06HB0 TD2A06F00	Complete Welding & Dressing of TD2A06 Wheel Chair (As per ALIMCO drawing)	Nos.	500

Terms & Conditions of P-Bid for Annexure 'C'

- 1. The Contractor shall be reimbursed minimum wages for the above manpower along with statutory dues like PF, ESI and other as applicable. **Only Service Charges** has to be quoted by contractor which will be fixed per piece for the tenure of the contract.
- 2. The liability of the contractor is to make payment of minimum wages for the workers required under this contract through Form XII. He shall also pay the statutory dues.
- Contractor shall make payment to their employees minimum wages as per the Govt. of India
 Minimum Wages Act. In case of non-compliance of minimum wages, the differential amount
 shall be recovered from the bills of contractor.
- 4. The Service Charges are to be quoted in unit price which shall remain fix for the tenure of the contract.
- 5. Any change in GST will be admitted during pendency of the contract.
- 6. In case Government decides to levy GST on RCM basis, the corporation shall make the payment being statutory due and the same is not required to be billed.
- 7. The Job Order shall be placed on single tenderer for complete job work at **No.01 to 02** on the basis of lowest consolidated value basis (L-1). In case of split upto 3 parties, 60% of the quantity may be placed on L-1 and 20% each on L-2 & L-3 provided they agree to match the rate with L-1 and in case of split upto 02 parties 60% of the quantity may be placed on L-1 and 40% on L-2 provided L-2 agree to match rates with L-1.

8.	The successful tenderer on receipt of the Job Work Order, raise bill as	s follows:
	Reimbursement of Basic Minimum Wages	
	+13% PF on Basic Minimum Wages	
	+3.25% ESI on Basis Wages	
	+Service Charges (As quoted)	
	Per piece	
	Subtotal (A)	
	+GST on Subtotal (A)	
	Total	

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,	Date:	
	Sub: Acceptance of Terms & Conditions of Tender.	
	Tender Reference No:	
Nan	ne of Tender / Work: -	
	r Sir,	
1.	We have downloaded / obtained the tender document(s) for the above mentioned ender/Work' from the web site(s) namely:	
	as per your advertisement, given in the above mentioned website(s).	
2.	I / We hereby certify that I / we have read the entire terms and conditions of the tender	
	documents from Page No to {including all documents like annexure(s),	
	schedule(s), etc.} which form part of the contract agreement and I / we shall abide hereby by	
	the terms / conditions / clauses contained therein.	
3.	The corrigendum(s) issued from time to time by your department/ organization too have also	
	been taken into consideration, while submitting this acceptance letter.	
4.	I / We hereby unconditionally accept the tender conditions of above mentioned tender	
	document(s) / corrigendum(s) in its totality / entirety.	
5.	I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned	
	by any Govt. Department/Public sector undertaking.	
6.	I / We certify that all information furnished by our Firm is true & correct and in the event that	
	the information is found to be incorrect/untrue or found violated, then your department/	
	organization shall without giving any notice or reason therefore or summarily reject the bid or	
	terminate the contract, without prejudice to any other rights or remedy including the forfeiture	
	of the full said earnest money deposit absolutely.	
	Yours Faithfully, (Signature of the Bidder, with Official Seal)	

(On Letter Head of the Tenderer)

Annexure 'E'

LT No. PD/JBP/LT/06/AY

UNDERTAKING

We hereby confirm that payment of basic value within 30 days after supply &

acceptance/approval of material or Submission of bill, whichever is later, is acceptable

to us. However, the GST portion shall be paid only after submission of proof / self-

certified copy of GST Return (GSTR-1) filed online by the tenderer clearly (duly

highlighted) showing invoice/ bill number and amount to be submitted to ALIMCO so

as to enable the Corporation to avail GST input credit after matching of the GST return

2A and Invoice submitted in the Corporation. In case, non-matching no payment of

GST shall be made.

Dated: Authorized Signatory:

Name:-

Designation:-

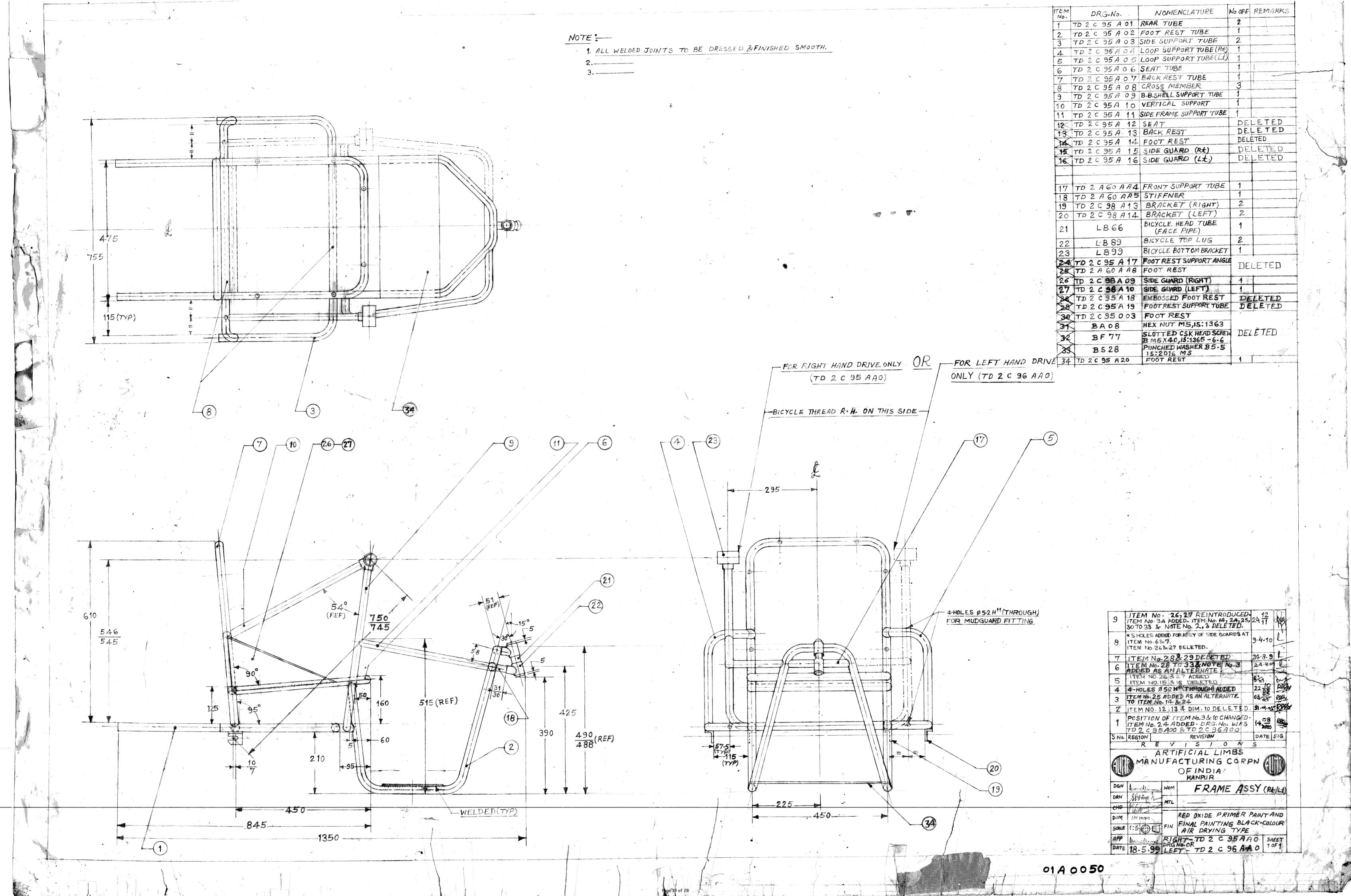
Seal :-

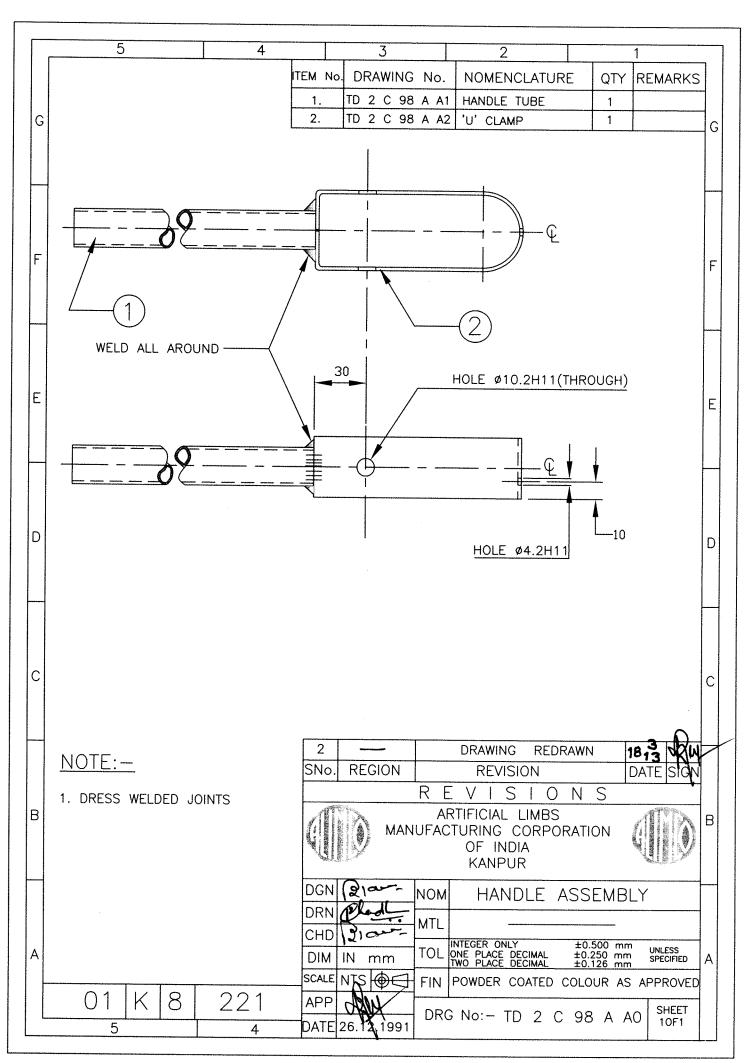
(On Letter Head of the Tenderer)

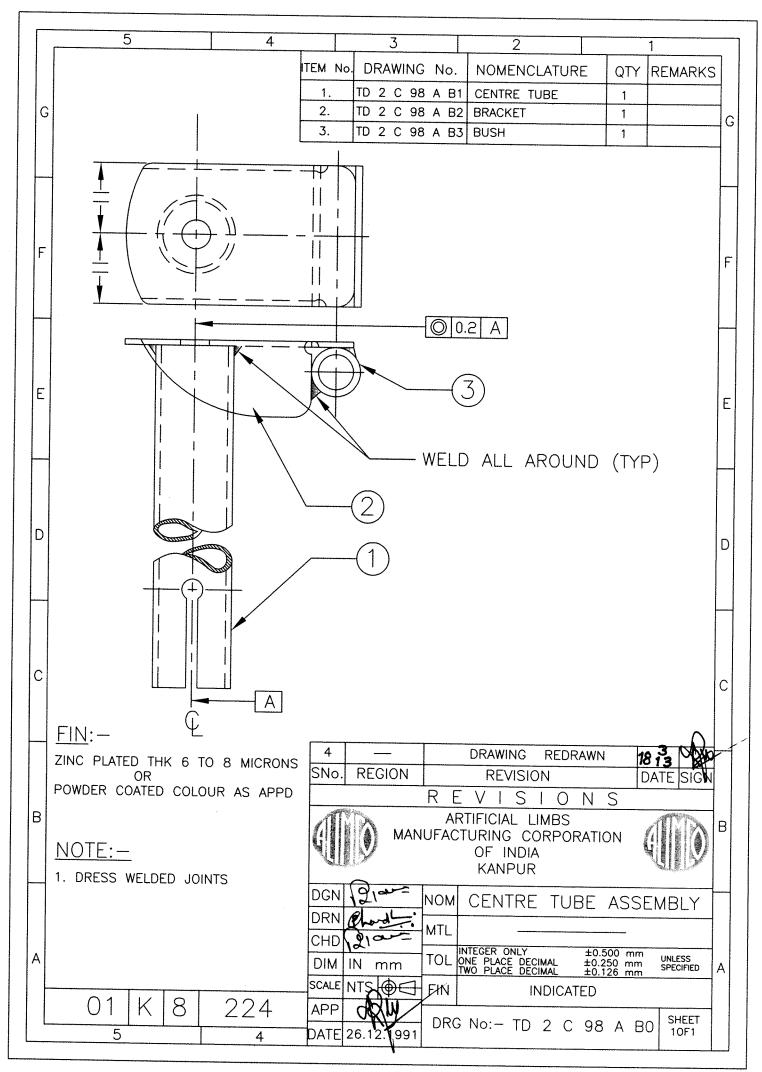
UNDERTAKING

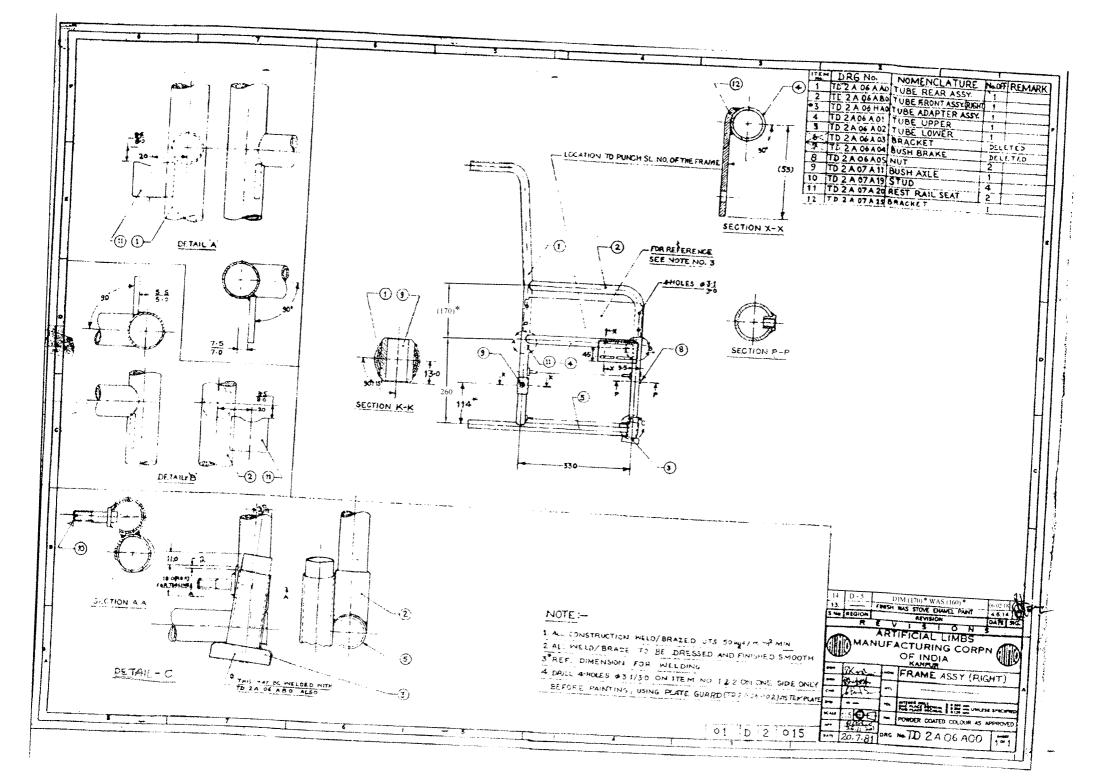
We hereby confirm that Copy of Labour Contract License under Contract Labour (Regulation & Abolition) Act, 1970 issued by Ministry of Labour & Employment (Govt. of India) shall be produced within 30 days of award of the contract.

Dated:	Authorized Signatory:
	Name :-
	Designation :-
	Seal :-

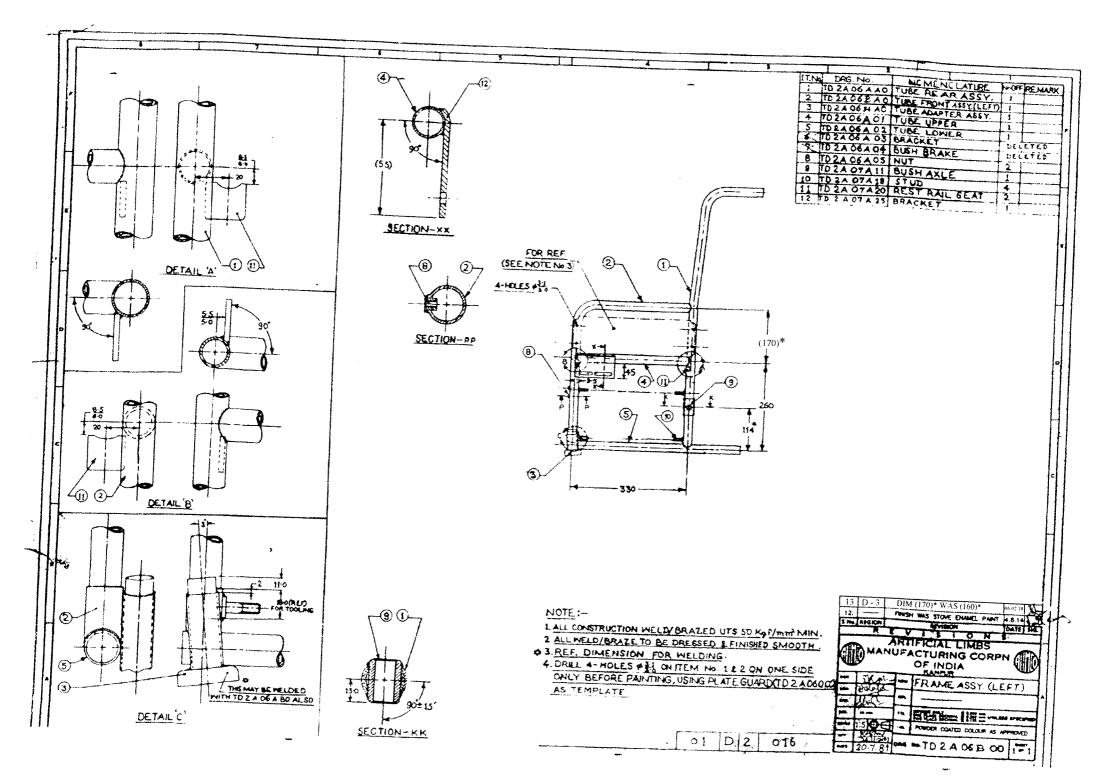




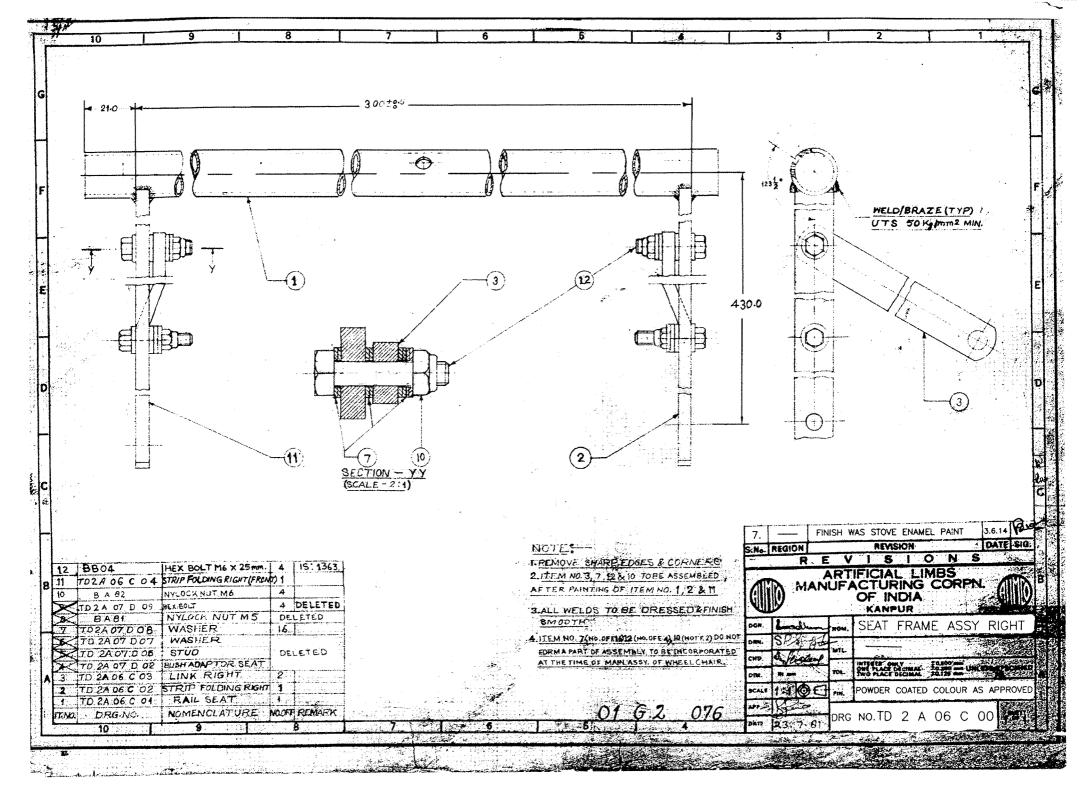




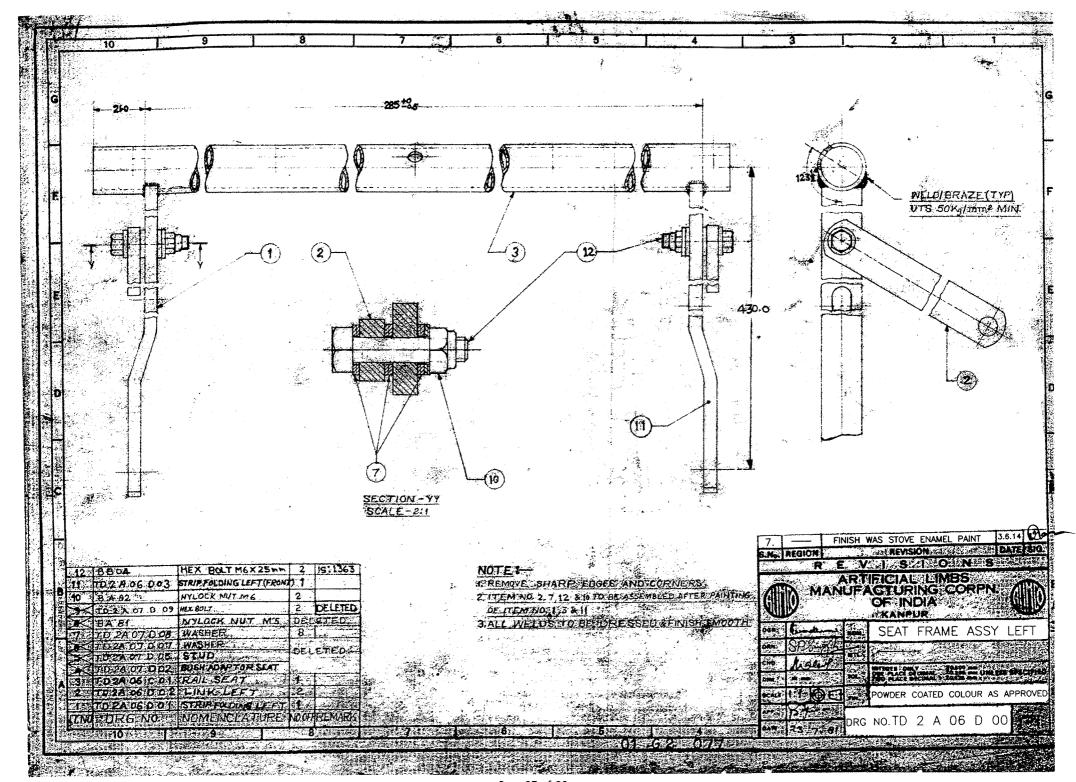
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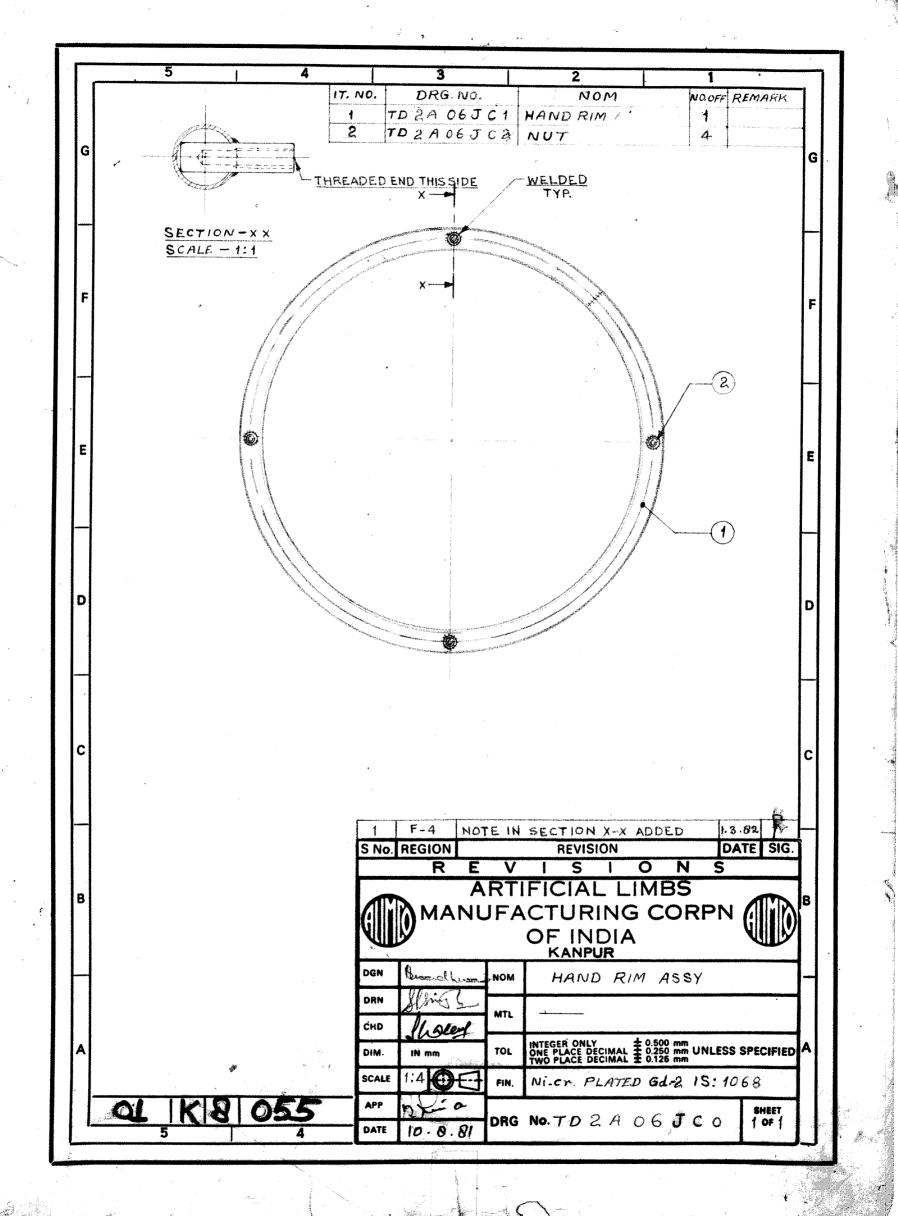
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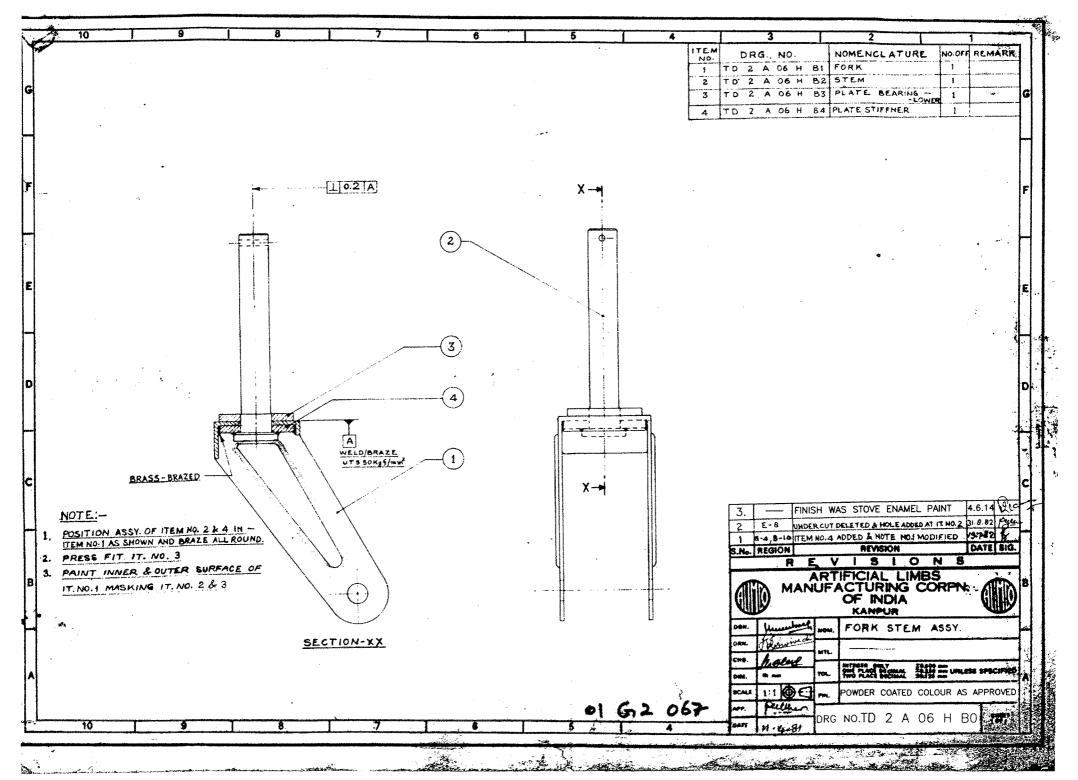


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