

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

**“ KHANIJ BHAVAN ”**

**132 FT. RING ROAD**

**UNIVERSITY GROUND**

**VASTRAPUR**

**AHMEDABAD 380 052**

**E - TENDER NO. GMDC/ LP/WB/1/2015**

**FOR**

**INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF WEIGHBRIDGES  
at village Tagadi, Bhavnagar (Taluka- Bhavnagar, Dist. Bhavnagar),**

**PHONE : 27910096 /27913501 / 27913200      TELEFAX : 2791 2195**

## INSTALLATION, OPERATION AND MAINTENANCE OF WEIGHBRIDGES

Sub : e - Tender No. GMDC/ LP/WB/1/2015

E-tenders are invited in our prescribed Tender form for Installation, Commissioning, Operation and Maintenance of Weighbridges at Lignite Mine Bhavnagar of GMDC.

Price of Tender : Rs. 6000/- payable by Demand Draft favouring "GMDC Limited ", payable at A'bad at the time of submission of tender document.

Period of Contract : 5 Years from the date of commissioning of operation (Extendable further as per mutual consent)

Earnest Money Deposit : Rs. 3,25,000/- **by Demand Draft** favouring " GMDC Ltd.", payable at Ahmedabad on any Scheduled Bank from banks approved by Govt. of Gujarat from time to time (Except Co-operative bank).

Estimated contract value : **Rs. 3.25 Crores**

Downloading of Tender documents : From 01/05/2015 from the website [www.gmdcltd.com](http://www.gmdcltd.com) or <http://gmdc.nprocure.com>

Last date of online submission of Tender : 25/05/2015 upto **15.00 hours** <http://gmdc.nprocure.com> only.

Submission of Tender fee, EMD and Supporting documents for Technical Scrutiny : 25/05/2015 upto **16.00 hours at Corporate office, A'bad**

Date and time of opening and viewing of preliminary bid : 25/05/2015 **at 16.30 hours.**

1. The GMDC reserves the right to reject any or all the tenders or split the work between more than one Successful Bidder(s) without assigning any reason thereof.
2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
3. Amendments/corrigendum in the tender documents, schedule, forms etc. may be done at any time by the GMDC during the period between publication of notice and submission of bids of the tender on website. The bidders are required to visit the website regularly till the last date of submission of the bid.
4. GMDC reserve the rights to modify or alter any Tender Condition.

5. The bidders are required to submit their bids on line on <https://www.gmdc.nprocure.com>
6. Failure in submission of bid on online in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, bid submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDC reserves the right to take decision as deemed fit.

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**GENERAL MANAGER (LP & Sales)**



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**  
(A Govt. of Gujarat Enterprise)  
**KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND**  
**VASTRAPUR, AHMEDABAD 380 052**  
☎ **2791 0096 (D), EPABX : 27913501, 27913200 EXTN. 1703**  
**FAX: (079) 2791 2195 E-mail : tech@gmdcltd.com**

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# Chapter I

## **Brief Introduction:**

### **01 GMDC:**

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Jamnagar, Bhavnagar, Bharuch, Baroda and Banaskantha districts of the State. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clay, Silica sand, Manganese and Lignite. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 100 MW at Maliya, Jodiya, Godsar, Bhanvad and Solar Power plant of 5 MW at Panandhro Project.

GMDC is operating Lignite mines at Panandhro and Mata-No-Madh in Kutch, at Rajpardi in Bharuch district, at Tadkeshwar in Surat District, at Umarsar in Lakhpat district and at Bhavnagar in Bhavnagar districts.

### **02 DESCRIPTION OF THE WORK:**

Installation, Commissioning, Operation and Maintenance of 6 Nos. of weighbridges at Lignite Mines Bhavnagar conforming to ISI specifications.

### **03 SPLITTING OF CONTRACT**

GMDC reserves the right to award contract to one or more bidders as it deems fit. The Successful Bidder(s) will work at final negotiated rate.

### **04 CURRENT STATUS:-**

Currently project is in operation and lignite production capacity of 3 mTPA and applied for enhancement from 3mTPA to 5 mTPA production capacity. Projects have already established infrastructures facilities. Mining and lignite production activities are going on by existing turnkey mining contractors.

### **05 COST OF TENDER DOCUMENT**

The tender documents can be downloaded from our web site [www.gmdcltd.com](http://www.gmdcltd.com) and [www.nprocure.com](http://www.nprocure.com). The cost of tender documents is to be submitted at the time of submission of supporting document of technical bid in form of the demand draft of Rs. 6000/- as mentioned in tender notice, in the sealed technical bid cover. If the amount mentioned in the DD is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

## Chapter II

### **INSTRUCTIONS to the BIDDERS:**

1. The bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making its offer. In case of any doubt they may seek clarification from General Manager (LP & S) available at Corporate office at Ahmedabad.

2. **SITE VISIT:**

Bidders are advised to visit the site to study the actual working conditions, before submitting their offer. There shall be no excuse from bidder side if bidder does not make site visit. The site visit by bidder is compulsory.

The information/details given in the tender document are only to describe magnitude of work and mere guidance to the bidders. The name and contact numbers of General Manager (Project) is Shri P K Samantray, 0278 -2883100.

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

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

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

**Part – I Preliminary Bid**

- To submit the details with respect to Document / tender fee and EMD.

**Part - II Technical bid**

- Technical bid documents are to be submitted on line. However, the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidders etc. as well as tender fee and EMD in the desired form shall be placed in sealed cover super-scribed "TECHNICAL BID, Tender No. Tender No. GMDC/ LP/WB/1/2014 and Name of work", should be submitted separately at Corporate Office, Ahmedabad before stipulated time.

**Part – III Price-bid**

- to be submitted on line before the stipulated time..

**If the EMD and tender fee are not found in the sealed technical bid document cover or if the amounts thereof is found short, the tender will not be considered for scrutiny and will be outrightly rejected.**

**The Corporation reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof.**

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

- a. E-tendering procedure is explained in detail in Chapter – III.
- b. Preliminary bids will be opened after verification of receipt of payment towards document fee and EMD. The bidders will be able to view it on their computers on date and time notified in tender notice.
- c. On verification of the supporting documents, technical qualification of the bidders will be assessed. The Successful Bidder(s) will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all the bidders will be able to view the price bids online on their computers as well.
- d. **The evaluation of offers will be made on the basis of lowest rate quoted by the bidder.**

#### **5. SERVICE TAX:**

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

#### **6 SCOPE OF WORK :**

The Successful Bidder(s) has to build, install, commission, operate and maintain 4 Nos. weighbridges of 50 MT capacity each for weighment of empty and loaded trucks to weigh all minerals and materials as required by GM (Project).

- 2 Nos. of movable weighbridges inside the mine to verify the overloading for which no additional payment shall be done. Weighbridges installed shall be of covering the following all requirements /specification/ standards :

- a) Type – Pit less
- b) Weighbridge cabin shall be constructed by the Successful Bidder(s) as per the design annexed hereto. If the cabin is provided by GMDC, the same shall be on monthly rental basis. If the Successful Bidder(s) provides pre-fabricated cabin then at the end of the contract period, they can take back / remove the same at their risk and cost. If RCC cabin is constructed by the Successful Bidder(s), the same shall not be dismantled at the end of the contract.

- c) Weighment of empty and loaded material will be carried out at weighbridges installed by Successful Bidder(s). No Payment for empty weighment will be made to the Successful Bidder(s).
- d) Computers, Printers (Laser High Speed), UPS minimum 4 Hrs. backup capacity and other related all accessories/equipments required for the purpose shall be provided by Successful Bidder(s).
- e) Size of 9.0 mtr x 3.0 mtr platform with digital weight indicator (CTH) & Computer interface with GMDC system. (main beams of single piece without joint (500 mm size), Display to be provided outside each cabin for easy access of weighment by drivers.)
- f) Cross beam of 300 mm (minimum 15 Nos.), Load cell 4 (four) Nos. Compression type having 40 MT capacity each at all corners as per Attached design.
- g) The material like Load cells etc. used shall be of reputed / branded make only.
- h) Section used in the construction of weighbridge platform shall have adequate strength and size (main beams of single piece without joint with size 500 mm).
- i) CTH should be of make to support ERP system of GMDC.
- j) Weighbridges shall be of  $\pm 50$  Kg. accuracy standards.
- k) The Successful Bidder(s) shall have to install, commission and operate the Weighbridges within 2 month from the date of acceptance of LOI / Work Order.
- l) Testing and Stamping from concerned authority will be the responsibility of bidders and the copy of the certificate to be submitted to GM (P).
- m) The installed weighbridges at project shall be checked up fortnightly or as frequently as possible as per the direction of GM (Project) / Mines Manager / officer incharge to ascertain about correct measurement.
- n) Daily cleaning of the weighbridge including above the platform and underneath the platform.
- o) Successful Bidder(s) will have to operate the weighbridges in all three (3) shifts on working days.
- p) Manpower shall be deployed on 8 hrs. shift basis and it should match with the shift timings of respective projects of GMDC.
- q) Personnel engaged at weighbridge shall be well acquainted, Computer knowledge, VTC trained and skilled in its operation so as to carry out the work with effective speed and efficiency. Successful Bidder(s) will have to take Insurance of the manpower employed.
- r) Successful Bidder(s) will have to arrange for required paper for printing of invoices, delivery challans or any documents that is required to be printed. The paper to be used shall be of BILT make with size (A4) – 75 GSM. The pre-printed trucks token will be supplied by GMDC.

- s) Successful Bidder(s) will have to make necessary arrangements to enable weighment of minimum 500 trucks or 8000 MT total net weight per day from 2 weighbridges at project, failing which liquidated damage @ Rs. 1.00 per MT of load in default, will be leviable on the bidders. However, no liquidated damage shall be imposed on the bidders in case of reasons not attributed to Successful Bidder(s) subject to verification by GM (Project)/Mine Manager. Other required stationery will also be the responsibility of Successful Bidder(s).
- t) Records shall be maintained and arranged as desired by GMDC and binding properly in sequence with book no for excise record. . Record shall be duly signed by Mines Manager/authorized officer in-charge in this regard.
- u) The System & software used for recording the weighment should be compatible to the LAN system & ERP system of GMDC. It should be recorded, maintained and saved in the system format prescribed by GMDC. The daily production and dispatch report should be generated for submission.
- v) In case of any breakdown in the weighbridges during operation, the fault shall have to be rectified by the Successful Bidder(s) to set right the weighbridge within four hours of the breakdown, failing which liquidated damage shall be imposed as per clause (s) above.
- w) Successful Bidder(s) will have to follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc. this is illustrative list only.
- x) After completion of contract period, if no extension is granted by GMDC, if GMDC wishes to purchase the weighbridges then the valuation of the same as mutually agreed, shall be made and amount accordingly arrived at, will be paid to the Successful Bidder(s) by GMDC otherwise Successful Bidder(s) has to removed the same without any condition within 15 days of the intimation.
- y) The height of the weighbridge from the ground level should be minimum 4 ft. with ramp (made of strong parapet and side railing through out weighbridge platform and on ramp it shall be more than half of the tyre height of trucks to be weighed) of minimum 25 ft. on both the sides as per design attached.
- z) The radium safety sign boards should be displayed accordance with Mines Rules as well desired by management looking to safety.
- aa) Cabin should be such that no driver shall descend through truck and handover and takeover of document through sitting inside that like toll tax booth
- bb) Manpower should be medically examined, VTC trained, duly authorized as per statute.

## **7 ACCEPTANCE OF LOI AND PAYMENT OF SECURITY DEPOSIT :**

The management, on acceptance of the offer, will issue LOI to the Successful Bidder(s), who will be required to confirm its acceptance of the LOI within one week of its receipt. If it does not accept the Letter of Intent within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

Within 10 days of submission of its acceptance of LOI, the Successful Bidder(s) will make payment of Security deposit in the manner prescribed in clause no. 4 of chapter No. V. The failure shall be deemed to be refusal by the Successful Bidder(s) to accept the LOI and the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

## **8 CONTRACT AGREEMENT AND COMMENCEMENT OF WORK**

**The Successful Bidder(s), along with payment of Security Deposit, will also enter into agreement with the Corporation on appropriate Stamp Paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI.**

**In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement can be made after mutual understanding and consent of both the parties.**

**The Successful Bidder(s) will have to start the work at site within 20 days from the date of acceptance of LOI.**

**In case of failure to commence the work within the above-mentioned period the contract may be terminated, at the discretion of GMDC and Security Deposit / EMD will be forfeited.**

## **9 GENERAL:**

- a) GMDC will not be responsible for any postal delay whatsoever.
- b) If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, the tender will be rejected.
- c) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- d) Canvassing in any form will lead to rejection of the offer.
- e) Bids once submitted shall not be returned and shall remain the property of GMDC.
- f) The bidder(s) who have earlier been awarded contract by GMDC for any job which they either did not accept or have abandoned or whose contract has been terminated by the company for breach of conditions, shall be considered ineligible to participate in this tender.
- g) To assist in the scrutiny of technical bid documents, evaluation and comparison of technical bids, the Corporation may, at its discretion, seek from any or all bidders, clarification(s) of his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The requests for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

10. **CORRIGENDUM:**

**Corrigendum if any shall be uploaded on <https://nprocure.com> only.**

Please note that there is no provision to take out the list of parties downloading the tender document from the above referred the websites. As such tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to tenderers who down loaded the tender document from the website as information in this respect will not be available to websites.

11 **VALIDITY OF OFFERS:**

The bidder agrees that the rates submitted shall remain valid for acceptance for a period of 180 days from the date of opening of the tender and same may be extended as required by GMDC.

## CHAPTER - III

### Information regarding Online Tendering

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://nprocure.com> .
2. **All bids (technical and price bid) should be submitted online through the website <https://nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.**
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad.  
  
[1] Document Fee, [2] E.M.D. [3] Supporting Documents for Technical Bid.
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:  
  
(n)Procure Cell  
(n)Code solutions A division of GNFC  
403, GNFC Info-Tower, Bodakdev,  
Ahmedabad- 380 054 ( India )  
Tel : +91 26857316/17/18 Fax : +91 79 26857321  
Toll Free : 1800-233-1010  
E-mail: nprocure@gnvfc.net
6. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
7. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
9. All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.

10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address

## Chapter IV

### Criteria for Evaluation of Technical Bids

#### 1. EXPERIENCE

- a. Bidder should have experience of installation, commissioning, operation and maintenance of minimum 2 Nos. of weighbridges of 50 MT or more capacity each, in last three years i.e. 2011-12, 2012-13 and 2013-14, in reputed companies.

**OR**

The Bidder should be manufacturer of weighbridge and have experience for supply of minimum 4 nos. of weighbridges of 50 MT or more capacity each to the reputed companies in last three years.

- b. Bidder shall have to submit a certificate with regard to his above experience from relevant organization where the weighbridges are in operation and about satisfactory performance of the weighbridges supplied.
- c. The bidder should clearly state its status and submit duly attested supporting documents as detailed in the Annexure.

#### 2. OWNERSHIP OF MATERIAL AND HAVING SKILLED MANPOWER

The bidders should directly own, possess and be in a position to readily install the required nos. of weighbridges by deploying their manpower.

#### 3. FINANCIALS

The annual average turnover of the company in last three years i.e. 2011-12, 2012-13 and 2013-14 should be 15 % of the estimated contract value. Bidder has to submit audited balance sheet of these years along with PL account.

#### 4. SOLVENCY CERTIFICATE

The bidder should submit latest Solvency Certificate for a value of Rs. 65 lacs only issued from any Nationalised Bank or Banks approved by Govt. of Gujarat issued after 1<sup>st</sup> April 2014 along with the technical bid.

#### 5. CONSORTIUM / JOINT VENTURE:

Consortium / Joint Venture with other party is not allowed

#### 6. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS:

The bidder should unconditionally accept all the terms and conditions of the contract by signing on each page of the technical bid document of the tender including annexure.

## 7. EMD

The bidder should enclose a crossed demand draft worth Rs. 3.25 lac, drawn in favour of GMDC Ltd., payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time except Co-operative Bank along with the technical bid in the cover so super-scribed. In absence of the DD for EMD or inadequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected tenders. Un Successful Bidder(s) will be refunded the EMD amount after selection of the Successful Bidder(s) is made by GMDC. The amount of EMD of Successful Bidder(s) shall be adjusted against remittance of Security Deposit. Mere bank guarantee or cheque will not be accepted.

## 8. DECLARATION

The bidder should give a declaration along with the technical bid that it has not enclosed any conditional offer.

## 9. BLACK-LISTING OF THE BIDDER:

The Bidder or its directors should not have been black listed by any Government Organisation, nor should any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

## 10. SITE VISIT CERTIFICATE:

The bidder should give a declaration of site visit along with the technical bid in the prescribed format provided in the tender document.

## 11. GENERAL

- a. The evaluation of offers will be made on the basis of the lowest offer received for Installation, Commissioning, Operation and Maintenance of 6 Nos. of Weighbridges
- b. In case management split and offer the work amongst two or more bidders, then all such bidders have to accept the offer at negotiated L1 rate.
- c. The bidders are required to quote the rates strictly as per the terms and conditions mentioned in the tender documents. **The conditional tender will not be entertained and will be rejected.** The rate quoted should be inclusive of all items but exclusive of the service tax.

## CHAPTER - V

### TERMS AND CONDITIONS OF THE TENDER

M/s Gujarat Mineral Development Corporation Ltd., (herein after referred to as GMDC) proposing for Installation, Commissioning, Operation and Maintenance of 6 Nos. of Weighbridges.

#### 1 **Scope of work :**

The Successful Bidder(s) has to build, install, commission, operate and maintain 4 Nos. weighbridges of 50 MT capacity each for weighment of empty and loaded trucks to weigh all minerals and materials as required by GM (Project).

- 2 Nos. of movable weighbridges inside the mine to verify the overloading for which no additional payment shall be done. Weighbridges installed shall be of covering the following all requirements /specification/ standards :

- a) Type – Pit less.
- b) Weighbridge cabin shall be constructed by the Successful Bidder(s) as per the design annexed hereto. If the cabin is provided by GMDC, the same shall be on monthly rental basis. If the Successful Bidder(s) provides pre-fabricated cabin then at the end of the contract period, they can take back / remove the same at their risk and cost. If RCC cabin is constructed by the Successful Bidder(s), the same shall not be dismantled at the end of the contract.
- c) Weighment of empty and loaded material will be carried out at weighbridges installed by Successful Bidder(s)s. No Payment for empty weighment will be made to the Successful Bidder(s).
- d) Computers, Printers (Laser High Speed), UPS minimum 4 Hrs. backup capacity and other related all accessories/equipments required for the purpose shall be provided by Successful Bidder(s).
- e) Size of 9.0 mtr x 3.0 mtr platform with digital weight indicator (CTH) & Computer interface with GMDC system. (main beams of single piece without joint (500 mm size), Display to be provided outside each cabin for easy access of weighment by drivers.)
- f) Cross beam of 300 mm (minimum 15 Nos.), Load cell 4 (four) Nos. Compression type having 40 MT capacity each at all corners as per Attached design.
- g) The material like Load cells etc. used shall be of reputed / branded make only.
- h) Section used in the construction of weighbridge platform shall have adequate strength and size (main beams of single piece without joint with size 500 mm).
- i) CTH should be of make to support ERP system of GMDC.
- j) Weighbridges shall be of  $\pm$  50 Kg. accuracy standards.

- k) The Successful Bidder(s) shall have to install, commission and operate the Weighbridges within 2 month from the date of acceptance of LOI / Work Order.
- l) Testing and Stamping from concerned authority will be the responsibility of bidders and the copy of the certificate to be submitted to GM (P).
- m) The installed weighbridges at project shall be checked up fortnightly or as frequently as possible as per the direction of GM (Project) / Mines Manager / officer incharge to ascertain about correct measurement.
- n) Daily cleaning of the weighbridge including above the platform and underneath the platform.
- o) Successful Bidder(s) will have to operate the weighbridges in all three (3) shifts on working days.
- p) Manpower shall be deployed on 8 hrs. shift basis and it should match with the shift timings of respective projects of GMDC.
- q) Personnel engaged at weighbridge shall be well acquainted, Computer knowledge, VTC trained and skilled in its operation so as to carry out the work with effective speed and efficiency. Successful Bidder(s) will have to take Insurance of the manpower employed.
- r) Successful Bidder(s) will have to arrange for required paper for printing of invoices, delivery challans or any documents that is required to be printed. The paper to be used shall be of BILT make with size (A4) – 75 GSM. The pre-printed trucks token will be supplied by GMDC.
- s) Successful Bidder(s) will have to make necessary arrangements to enable weighment of minimum 500 trucks or 8000 MT total net weight per day from 2 weighbridges at project, failing which liquidated damage @ Rs. 1.00 per MT of load in default, will be leviable on the bidders. However, no liquidated damage shall be imposed on the bidders in case of reasons not attributed to Successful Bidder(s) subject to verification by GM (Project)/Mine Manager. Other required stationery will also be the responsibility of Successful Bidder(s).
- t) Records shall be maintained and arranged as desired by GMDC and binding properly in sequence with book no for excise record. . Record shall be duly signed by Mines Manager/authorized officer in-charge in this regard.
- u) The System & software used for recording the weighment should be compatible to the LAN system & ERP system of GMDC. It should be recorded, maintained and saved in the system format prescribed by GMDC. The daily production and dispatch report should be generated for submission.
- v) In case of any breakdown in the weighbridges during operation, the fault shall have to be rectified by the Successful Bidder(s) to set right the weighbridge within four hours of the breakdown, failing which liquidated damage shall be imposed as per clause (s) above.
- w) Successful Bidder(s) will have to follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc. this is illustrative list only.

- x) After completion of contract period, if no extension is granted by GMDC, if GMDC wishes to purchase the weighbridges then the valuation of the same as mutually agreed, shall be made and amount accordingly arrived at, will be paid to the Successful Bidder(s) by GMDC otherwise Successful Bidder(s) has to removed the same without any condition within 15 days of the intimation.
- y) The height of the weighbridge from the ground level should be minimum 4 ft. with ramp (made of strong parapet and side railing through out weighbridge platform and on ramp it shall be more than half of the tyre height of trucks to be weighed) of minimum 25 ft. on both the sides as per design attached.
- z) The radium safety sign boards should be displayed accordance with Mines Rules as well desired by management looking to safety.
- aa) Cabin should be such that no driver shall descend through truck and handover and takeover of document through sitting inside that like toll tax booth.
- bb) Manpower should be medically examined, VTC trained, duly authorized as per statute.

## **2 DURATION AND QUANTITY OF WORK**

- (a) The period of the contract shall be 5 Years from the date of Commissioning and operation of the weighbridges (Extendable further as per mutual consent).
- (b) Successful Bidder(s) will have to make necessary arrangements to enable weighment of minimum 500 trucks or 8000 MT total net weight per day from 2 weighbridges at project, failing which liquidated damage @ Rs. 1.00 per MT of load in default, will be leviable on the bidders. However, no liquidated damage shall be imposed on the bidders in case of reasons not attributed to Successful Bidder(s) subject to verification by GM (Project)/Mine Manager.
- (c) The targeted quantity shall be 30 Lac MTPA. The Contractor will normally be allowed variation upto +10% in quantities. However, this can be further increased at the discretion of the management with advance intimation to the contractor. We have applied for increase in lignite production to 50 lac MTPA. The Successful Bidder(s) will have to install the additional weighbridges to cover the increased quantity in consultation with GM (P) and accordingly the target will also be revised from the date of information to Successful Bidder(s).
- (d) If the quantity awarded remains unexecuted for any reason whatsoever, at the end of contract period of five years, GMDC may at its sole discretion grant such extension of time as it may deem fit for execution of balanced unexecuted quantity or any part thereof on the same rate, terms and conditions of the Contract.
- (e) If the Successful Bidder(s) achieves the targeted quantity before completion of contract period of 5 years, GMDC may at its sole discretion award such additional work quantity as it may deem fit at the same rate, terms and conditions of the Contract.

- f) GMDC reserves the right to increase or decrease the annual quantity in an operating year by giving at least 15 days prior notice in writing.
- g) Successful Bidder(s) will not be entitled to any compensation or indemnity on account of increase or decrease in the quantity.

### **3 EARNEST MONEY DEPOSIT :**

- (a) The bidder should enclose a crossed demand draft worth Rs. 3.25 lac drawn in favour of GMDC Ltd., payable at Ahmedabad from Scheduled Commercial Bank except Co-operative Bank along with the technical bid in the cover so super-scribed. In absence of the DD for EMD or inadequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected tenders. Un Successful Bidder(s) will be refunded the EMD amount after selection of the bidder is made by GMDC. The amount of EMD of Successful Bidder(s) shall be adjusted against remittance of Security Deposit. Mere bank guarantee or cheque will not be accepted.
- (b) The EMD of the Successful Bidder(s) shall either be adjusted as a part of security deposit, if desired by the Successful Bidder(s) or shall be refunded by way of crossed cheque on receipt of security deposit amount as stipulated in clause No. 4.

### **4. SECURITY DEPOSIT**

- (a) The Successful Bidder(s) shall pay security deposit (SD) @ 5% of the total contract value in the following manner.
  - i. 2.5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time except Co-operative Bank having validity for the minimum period of three years in the form and manner acceptable to the GMDC.

In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should be made valid till six months after expiry of contract period.
  - ii. The balance 2.5 % amount of the Security Deposit will be recovered from Contractor's Running Account Bills by deducting it at a rate of 5% of RA bill amount and built up till the full amount of SD is realised.
- (b) However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period / extended period, to match with the value of excess quantity.
- c) Security deposit shall not bear any interest.
- d) It shall be refunded to the Contractor, within a period of three months after satisfactory completion of the work and removal of equipment, tools tackles, camp site etc, and the due fulfillment of all the terms and conditions of the

contract. The Contractor shall obtain a certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Lignite Project] at HO, who after verification of the fact will arrange for refund of SD.

- e) The SD deposited by the Contractor will be forfeited if the contractor fails to mobilize its machinery and manpower to start the work at site within 20 days from the date of acceptance of LOI.
- f) GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit in the following circumstances-
  - i. If the contractor or its employees causes any damage or destroy any property belonging to GMDC.
  - ii. The shortfall amount of all compensations, penalties and other sums of money payable by the contractor or recoveries to be made under the terms of this contract which is due but not paid by the contractor in full , etc.

## **5 RUNNING ACCOUNT BILLS.**

- a) The contractor shall submit monthly Running account bills for the work executed (actual quantity recorded at each weighbridges) during the period within 7 days from completion of the month.
- (b) Monthly Running Account Bill shall be submitted to the office of the Mines Manger with following documents :
  - i) Monthly weighment challan copies. Together with copies of Muster Roll and Payment Sheets showing amount of PF deducted from salaries of the labour and employees, amount of contribution of the Bidder.
  - ii) Copy of the challans for the amount deposited in RPFC for the previous month.

## **6 MODE OF PAYMENT:**

The Running Account bills, submitted at the office of Mines Manager will be processed there, considering following deductions.

- a) Income tax as per provision of Income Tax Act, and other Taxes (and sur-charges) applicable in force from time to time
- b) Security Deposit @ 5% of the gross amount of the RA bill as per clause No. 4.
- c) Liquidated damage leviable, if any.
- d) Other deductions, if any.

An adhoc payment @ 80% of the net payable amount arrived after considering these deductions, will be paid by office of the G.M. [Project], within 7 days of submission of the bill.

Balance 20% amount of Running account bills shall become payable by Project Office, after approval from Head office within 20 days of the date of the receipt of the bill at Head Office, after verification and deduction of adhoc payment made by the project.

## **7 RESPONSIBILITY OF SUCCESSFUL BIDDER(S)**

- a) The power, water or any other consumables required shall be the responsibility of bidders and Successful Bidder(s) will have to reimburse the actual amount to GMDC if spent or provided by GMDC.
- b) Successful Bidder(s) shall be responsible for taking all the required approvals for installation, commissioning, operation and maintenance of the weighbridges and for any such approvals/clearances required, GMDC will extend necessary co-operation, if necessary.
- c) Service / spares required to rectify the defects to be set right in the weighbridges for their effective and efficient working shall be provided immediately by the Successful Bidder(s) for the purpose. Running & mandatory spares, for continuous & trouble free operation of weighbridges shall be the responsibility of bidder.

## **8 ELECTRICALS:**

GMDC will provide 3-phase power for operation of weighbridges from a sub-station at prevailing chargeable GUVNL rate at project. It shall be the bidder's responsibility to make arrangements for suitable electrical panels and power distribution systems to all user points and provide and maintain appropriate earthing arrangements. Successful Bidder(s) has to keep DG Set as alternate power supply arrangement in case of interruption of power supply.

## **9 LAND :**

Land required for installation of weighbridges will be provided at no charges. However, at the end of the contract, contractor will have to leave the erected weighbridge cabin structure in as is where is condition free of cost to GMDC. If cabin is provided by GMDC, the rent @ Rs. 69.90 per Sq. Mt plus applicable service tax and other charges with respect to said premises will be paid by the contractor to GMDC. This rate shall be applicable upto 31/12/2015 and the revise rate as decided by the management shall be charged after 01/01/2016.

## **10 RATE AND TAXES :**

Rate to be paid to the Successful Bidder(s) shall be the rate offered by the Successful Bidder(s) or as decided by the management, inclusive of all taxes and duties as applicable from time to time except service tax. If service tax is applicable, the same shall be reimbursed to the contractor on actual being submitted / remitted to the concerned department against submission of proof. No escalation in the rate will be permitted during the currency of the contract period.

## **11 MINIMUM QUANTITY**

The minimum quantity of weighment on each weighbridge per month shall be 65,000 MT.

## **12 CONTRACT PERIOD**

The contract will be for Five years from the date of commencement of commercial operation by the Successful Bidder(s). Contract period can be extended further by mutual consent for further period depending upon the bidder's performance.

## **13 LIQUIDATED DAMAGES**

In case of failure on the part of the Successful Bidder(s) in targeted quantity weighment per month, a liquidated damage @ Rs. 1.00 per MT on the short quantity shall be levied on the Successful Bidder(s) and shall be deducted from the monthly running account bill. Liquidated damage / deductions shall also be recovered from the Security Deposit of the Successful Bidder(s) lying with GMDC. However, no liquidated damage shall be imposed on the bidders in case of reasons not attributed to Successful Bidder(s) subject to verification by GM (Project) / Mine Manager.

## **14 TERMINATION OF THE CONTRACT**

In case of Successful Bidder(s) found in any offensive act or inappropriate act which is causing loss/damage to the corporation or violating the established dispatch system, GMDC reserve the right to terminate the contract with immediate effect, Successful Bidder(s) will be Blacklisted and the EMD/SD will be forfeited.

## **15 SUB-LETTING OF CONTRACT**

The whole of the work included in the contract shall be executed only by the Successful Bidder(s) alone and the Successful Bidder(s) shall not directly or indirectly transfer, assign, underlet or sublet the contract or any part thereof or interest therein and doing so shall render the contract to be terminated at the risk and cost of the Bidder.

## **16 DISPUTES RESOLUTION & JURISDICTION**

The Parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a "Dispute") through good faith negotiations.

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

"All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation hereto, shall be referred to

Sole Arbitration as per the provisions of Arbitration and Reconciliation Act., 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English”.

## **17 COMPLIANCE OF STATUTES**

The Successful Bidder(s) will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of his labour and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Workmen’s Compensation Act, Contract labour (Abolition and Regulation) Act, the Mines Act, the Indian Explosives Act, Mines Creche Rules (in case employing female workers), Industrial Dispute Act, Maternity Benefit Act, Bonus Act, Building & Other Construction Act & Rules and other Statutory provisions as existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, By-laws or the Orders made there under, such amounts shall be recoverable from the Successful Bidder(s). Any consequences arising out of non-compliance of Safety Provisions will be at risk and cost of the Successful Bidder(s). The Successful Bidder(s) shall maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the Mines Manager / General Manager (Project).

## **18 NON-FULFILMENT OF TERMS AND CONDITIONS OF THE CONTRACT**

If the Successful Bidder(s) fails to carry out the work as per the terms and conditions of the contract to the complete satisfaction of GMDC, GMDC shall be entitled to forfeit the Security Deposit paid by the Bidder.

In case of any change in the directives / rules of the Central / State Government related involving directly or indirectly the work awarded to the Successful Bidder(s) under this tender, the same shall have to be strictly adhered to and shall be binding upon the bidder. GMDC will not be responsible for any compensation for any damages suffered by the Successful Bidder(s) due to such changes.

If required for any reason, GMDC reserves the right to terminate, amend and/or alter the contract and/or bifurcate and/or reduce the contract work, at any time, without giving any notice to the Successful Bidder(s) and without incurring any responsibility for such termination, modification and/or alteration and in such an event the Successful Bidder(s) shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once and fully comply with the instructions of GMDC.

## **19 BIDDING SCHEDULES**

The Successful Bidder(s) shall submit the offer on line only.

## **20 FORCE MAJEURE**

Force majeure is herein defined as natural phenomena such as floods, droughts, earthquakes and epidemics, declaration of war, change in Govt. policies relating to weighbridges installation, commissioning, operation and maintenance thereof,

strikes, lockouts etc. In such conditions of force majeure, both the parties can claim a force majeure but they shall be obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.

Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.

The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

**Signature of Bidder**

### Status of the Successful Bidder(s)

Name of the Bidder :	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Whether the firm is joint stock Co., HUF, individual, Partnership firm (Attested copies of Deeds, Articles of association to be enclosed)	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No.	

## Experience Certificate

The bidder shall have to furnish the following details :

Sr. No.	Description	Information to be furnished by the bidder	
1	Whether bidder is a manufacturer or service provider		
2	Name and address of organization where weighbridge is in operation under Installation, Commissioning, Operation and Maintenance contract		
3	Capacity (in MT) of the weighbridge supplied		
4	Nos. of weighbridges supplied with name of the company		
5	Nos. of weighbridges installed, commissioned and are in operation under Installation, Commissioning, Operation and Maintenance contract		
6	Make of the weighbridge supplied		
7	Period since installed		
8	Daily operation hours		
9	Assured accuracy of weighment		
10	Present status of weighbridge installed		
11	Financial Details <span style="float: right;">Fig in Rs. Crore</span>		
	Sr. No	Year	Turn Over
	1	2011-12	
	2	2012-13	
3	2013-14		Profit / Loss
12	Solvency Certificate		
	Bank	Date of Issue	Amount in Rs.

**Bidding Schedule to be submitted on line**

e- Tender No : Tender No. GMDC/LP/WB/1/2015

INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF 6 NOS. OF  
WEIGHBRIDGES AT BHAVNAGAR LIGNITE MINES )

Sr. No.	Make of weighbridges suggested by the bidder to be installed and commissioned, their operation and maintenance	Offered price in Rs./MT of lignite or any material weightment per weighbridge
1.		

**REMARKS :** Alongwith Bidding Schedule, the bidders are required to furnish catalogue giving complete details of the weighbridges including accessories with specifications, for weightment of lignite or any material.

**NOTE**

1. The rate quoted by the bidder shall be inclusive of all taxes, duties, cess or any applicable taxes except service tax to be reimbursed on actual, if applicable, and will remain firm during the currency of the contract period. No escalation on any account will be permitted during the currency of the work.
2. GMDC reserves the right to reject any tender or to award contract to one or more bidders as it deems fit.