



TECHNICAL-BID

E-TENDER NO. 001/17-18

FOR

SUPPLY, INSTALLATION AND COMMISSIONING

OF SLOPE STABILITY RADAR SYSTEM

WITH 1 YEAR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

FOR OUR

LIGNITE PROJECT, RAJPARDI

GUJARAT

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

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

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

E-mail: purchase@gmdcltd.com **Website:** <http://www.gmdcltd.com>



e-TENDER NO.001/17-18

Item Description	:	Supply, Installation and Commissioning of Slope Stability Radar System with 1 year Comprehensive Annual Maintenance Contract effective from the day after completion of Warranty / Guarantee period as per the scope of supply / technical specification, General terms and conditions etc.
Quantity	:	1 No. (Lignite Project, Rajpardi)
Tender Fees	:	Rs. 5,000/- by DD / Pay Order in favour of Gujarat Mineral Development Corporation Limited, payable at Ahmedabad.
Earnest Money Deposit	:	Rs.16,00,000/- (Rupees Sixteen Lacs only) by DD / Pay Order in favour of Gujarat Mineral Development Corporation Limited, payable at Ahmadabad. This will be adjusted against Security Deposit if the order is considered in your favour (No interest is Payable by G.M.D.C. on EMD / SD).
Availability of Tender Document	:	On websites www.gmdcltd.com , http://tenders.gov.in and https://www.nprocure.com .
Delivery Schedule	:	Supply will be effected after getting the required License for the use of the system. Delivery within 4 months after communication of receipt of the WTC License (issued in favor of GMDC).
Last Date & Time of down loading the tender	:	27/04/2017 UPTO 12.00 Hours.
Last Date & Time of on line submission of Bid.	:	27/04/2017 UPTO 12.00 Hours. at https://nprocure.com only.
Last Date & Time of physical submission of Tender Fee, EMD & supporting documents	:	27/04/2017 Up 15.00 Hours at Corporate Office, Ahmedabad
Date & Time for on-line opening and viewing of preliminary bid.	:	27/04/2017 AT 16.00 Hours.
The Corporation reserves its right to reject any or all tenders or split the job between more than one Tenderer without assigning any reason thereof.		

Instruction to Bidders for Online Tendering

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com 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] Tender 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

On Tenderer's Letter Head

REF. NO.:

DATE:

TO,

SENIOR GENERAL MANAGER (PURCHASE)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

Sub. : Tender Fee for e-Tender No.001/17-18 for Supply, Installation and Commissioning of Slope Stability Radar System at our Lignite Project, Rajpardi, Tal: Jagadia, Dist: Bharuch.

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER,

WE ARE SENDING HEREWITH D.D. / PAY ORDER NO: _____ DATED _____

FOR **RS. 5,000/-** DRAWN ON _____ BANK _____

BRANCH IN FAVOUR OF M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD., PAYABLE AT AHMEDABAD, BEING THE AMOUNT OF TENDER FEE.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR THE SAME.

THANKING YOU,

YOUR'S FAITHFULLY,

NAME, SIGNATURE & STAMP OF TENDERER

On Tenderer's Letter Head

REF. NO.:

DATE:

TO,

SENIOR GENERAL MANAGER (PURCHASE)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB. :E.M.D. for e-Tender No.001/17-18 for Supply, Installation and Commissioning of Slope Stability Radar System at our Lignite Project, Rajpardi, Tal: Jagadia, Dist: Bharuch

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER,
WE ARE SENDING HEREWITH D.D.F.D/B.G./PAY ORDER NO: _____ DATED
_____ FOR **Rs. 16,00,000/-** DRAWN ON _____ BANK
_____ BRANCH IN FAVOUR OF M/S. GUJARAT MINERAL
DEVELOPMENT CORPORATION LTD. PAYABLE AT AHMEDABAD, BEING THE
AMOUNT OF E.M.D.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR
THE SAME.

THANKING YOU,

YOUR'S FAITHFULLY,

NAME, SIGNATURE & STAMP OF TENDERER

On Tenderer's Letter Head

DECLARATION

REF.NO:

DATE:

TO,

SENIOR GENERAL MANAGER (PURCHASE)
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

DEAR SIR,

I / WE HEREBY SOLEMNLY DECLARE THAT ANY OF OUR PARTNERS JOINTLY OR SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY / ASSOCIATE COMPANY HAVE NOT BEEN BLACK LISTED BY THE CENTRAL GOVT. OR ANY STATE GOVT. OR ITS UNDERTAKING.

I / WE HERE BY FURTHER DECLARE THAT, IF THE ABOVE DECLARATION IS FOUND UNTRUE, G.M.D.C. LTD. SHALL BE ENTITLED TO TAKE ANY ACTION AGAINST US SEVERALLY AND / OR INDIVIDUALLY OR OUR FIRM / COMPANY IN THIS REGARD IN ANY MANNER AS MAY BE DEEMED FIT BY G.M.D.C.

THANKING YOU,

YOURS FAITHFULLY,

NAME, SIGANTURE & STAMP OF THE TENDERER.



Instructions to Bidders / Tenderers

A. General Instructions:

1. Specification, quantity, unit, rate, taxes, duties, freight, insurance, packing, forwarding etc. should be mentioned separately and clearly.
2. Please indicate Rate/Unit and value both in figures and in words.
3. Quotation should be clear and legible. No correction, over-typing or over-writing shall be permitted in the Price Bid.
4. Tenderers are requested to return our drawings enclosed with enquiry issued along with quotation / regret letter.
5. Tenderers who submit their offers shall be deemed to have read, understood and accepted the terms & conditions of the tender.

B. General Terms & Conditions:

1. ELIGIBILITY CRITERIA

Only manufacturers/Sole Selling/Authorized Dealers/Distributors (whenever manufacturer is not quoting directly as a matter of policy) are entitled to quote. Manufacturers will have to submit their Manufacturing License/Certificate/. Sole Selling Agent/ Authorized Dealers/Distributors will submit along with the offer, Sole Selling Agency/Dealership Distributorship Certificate of their principal with date of appointment and validity signed by authorized signatory along with copy of principal's manufacturing license/Certificate.

Photocopy of complete and valid BIS License/DGMS approval, wherever required, with the list of items attached should be enclosed.

In case the Tenderers submit self attested copies of registration certificate of DGS&D/NSIC. License from BIS and approval certificate issued by DGS&D /Other Independent Statutory Bodies of Govt. of India along with the tender, such documents should be duly attested by Notary Public.

2. The bidders will be satisfying the following condition:-

They shall also have enough experience in supply and maintenance of at least two Slope Stability Radar System within last five years in the country. Proof for the experience i.e. supply of equipment shall be produced along with the tender documents at the time of submission.

3. THE TENDER & THE OFFER:

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

Part – I Preliminary Bid

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

Part - II Technical bid

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

Part – III Price-bid

- to be submitted on line before the stipulated time.

b) If the Tender Fee and EMD are not found in the sealed technical bid document cover or if the amount thereof is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

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

4. OPENING OF BIDS

- a. E-tendering procedure is explained as above.
- b. Preliminary bids will be opened after verification of receipt of payment towards Tender Fee and EMD. The bidders will 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 bidders 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.

5. CORRIGENDUM:

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

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

6. Earnest Money Deposit:

- (a) A non-interest bearing Earnest Money Deposit of **Rs. 16,00,000/- (Rupees Sixteen Lac only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of
1. DD in favour of GMDC Ltd. payable at Ahmedabad from any Nationalised or scheduled banks (not being a cooperative Bank), or
 2. Call deposit receipt issued by Nationalized or IDBI, ICICI, Axis, HDFC banks only, duly pledged to GMDC or
 3. National Savings Certificate / Fixed Deposit Receipts issued by a Post Office / Nationalised Bank or IDBI, ICICI, Axis, HDFC Banks only duly endorsed in favour of GMDC. or
 4. Bank Guarantee, issued by a Nationalised or IDBI, ICICI, Axis, HDFC banks only in India valid for a period of not less than 3 (three) months beyond the proposed validity of bid.

Any pending dues against invoice or any other deposit lying with the Corporation will not be adjusted against Earnest Money Deposit Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.

- (b) The unsuccessful bidders will be refund the EMD amount by way of crossed cheque within 15 days of finalization of the tender.
- (c) The EMD of the successful bidders shall either be adjust as a part of security deposit, if desired by the tenderer or shall be refunded by way of crossed cheque on receipt of security deposit amount as Stipulated in clause No. 6.
- (d) If the party does not accept the work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeit.

7. Security Deposit:

The successful Tenderer shall have to deposit Security Deposit @ 5% of the order value (Including EMD) within a fortnight after receipt of the order. (In the case of SSI Industries, 3% is applicable) by way of

1. DD in favour of GMDC Ltd. payable at Ahmedabad from any Nationalised or scheduled banks (not being a cooperative Bank), or
2. Call deposit receipt issued by Nationalised or IDBI, ICICI, Axis, HDFC banks only, duly pledged to GMDC or
3. National Savings Certificate / Fixed Deposit Receipts issued by a Post Office / Nationalised Bank or IDBI, ICICI, Axis, HDFC banks only duly endorsed in favour of GMDC. Or
4. Bank Guarantee, issued by a Nationalised or IDBI, ICICI, Axis, HDFC banks only in India valid for a period of not less than 3 (three) months beyond the proposed validity of bid.

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

Security Deposit paid by the successful Tenderer shall be liable to be forfeit by the Corporation, if he is not able to supply the material in accordance with the terms & conditions and the Tenderer shall be liable to late supply of the material under this clause.

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

Earnest Money / Security Deposit will not bear any interest.

8. No Relaxation on EMD/SD.

Unit registered with Govt. of Gujarat / National Small Industrial Corporation Ltd., as a SSI Unit will not be exempted from paying Earnest Money Deposit / Security Deposit in any case.

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

10. PRICE:

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the Tenderer should be firm and no price increase will be allowed to the tenderer during the supply period. The tenderer should quote price only on free delivery at our Project basis. The rates other than (FOR project basis) (our project basis) will not be considered.

11. PRICE FALL CLAUSE:

The prices being offered for the stores under this contract by the contractor shall in no event exceed the lowest price at which the contractor sells the store of or offers to sell stores of identical description to any other organization during the period of the contract. if at any time, during the said period, the contractor reduces the sale prices of such stores, offers to sell or sells such stores to any other organization at price lower than the price chargeable under this contract, he shall forthwith notify to the Senior General Manager (Purchase), Ahmedabad, and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

12. PRICE CERTIFICATE:

In the event of placement of Purchase Order on the tenderer they shall have to submit a price certificate in all their invoices in the format. It is certified that the price indicated in this invoice is not higher than the price charged to other Govt. organization/Public Sector Undertakings/Private Organizations.

13. Validity:

Rate quoted shall remain valid for 180 days from the date of opening of the Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as deem fit by the Corporation.

14. Taxes, duties & levies:

Taxes, Duties & Levies (Sales tax, Excise duty, Countervailing duty, Education Cess, Service Tax etc.) shall be clearly mentioned in your offer. In case these are not mentioned it shall be presumed that quoted rate is inclusive of all taxes, duties & levies. Tenderers must clearly indicate the applicability of concessional rates of sales tax. Tenderers must also mention their Sales Tax Registration & ECC number, PAN number in the offer.

In case order is placed on you, changes by statutory body causing variation in or fresh imposition of taxes/duties/levies shall be applicable only within the contractual delivery period. Increase in or imposition of fresh taxes/duties/levies, if imposed beyond delivery period, shall be to supplier's account.

15. Delivery Schedule:

- a) Delivery will be within TWO months of Issuance of Decision to Grant W/T License by WPC in favour of GMDC. The installation and commissioning must commence within one month of receipt of W/T operating license by WPC in favour of GMDC.
- b) Timely delivery is the essence of the contract. In the event of supply not being effected within the contractual delivery schedule given in the order, liquidated damages @ 0.5 % not by way of penalty, of the value of the materials without taxes and duties, per week of delay or part thereof, subject to a maximum of 10 %, is recoverable from the supplier without prejudice to the right of GMDC to procure the balance materials at the risk & cost of the Supplier.

NB:-

[i] Liquidated damages to be levied shall be calculated on the Base Price on which order is placed. LD shall not be applicable on taxes and duties.

- c) In the event of failure to supply the goods, or part thereof, within the contracted delivery period, GMDC reserves the right to cancel the contract, or part thereof, and if so desired, to purchase the balance quantity of goods from alternate source at the risk and cost of the defaulting supplier and recover the difference in the event of extra expenditure by GMDC.

16. Invoice:

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

17. Approval:

The material supplied will be subject to our approval and inspection at project premises. Our decision for acceptance or rejection of the goods will be final and binding on you.

18. Transit Insurance:

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

19. Payment Terms:**FOR EQUIPMENTS AND P&M ITEMS:**

A: The Bidders from India shall confirm their acceptance of the following Payment Terms:

- i) 70% value of the equipment and accessories and taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.
- ii) Balance 30% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from G.M.(Project) to the effect that the equipment has been erected and commissioned to their entire satisfaction.

20. Composite Guarantee / Warranty:

The Bidder shall warrant that the equipment supplied under this contract is:-

- a) In accordance with the contract specifications, the equipment shall have no defects arising out of design, material or workmanship & the complete unit shall be warranted for 24 months from the date of successful installation /commissioning of equipment or 30 months from the date of receipt of material at premises, whichever is earlier. The warranty shall cover for total unit so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder.
- b) The supplier shall be responsible for any defect that may, under the conditions provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier at no cost to GMDC Limited on FOR Destination basis within 30 days from the date of intimation by the consignee in this regard. The bidder will be required to stock items to take care of warranty failures.

“At no cost to GMDC Limited” means the supplier will have to bear all the expenses up to the destination site, i.e, Ex-works prices. Taxes & Duties, Entry Tax etc., Insurance, Freight, Packing & Forwarding etc. as applicable to ensure free delivery of warranty replacement at GMDC mine sites. This is applicable to both for indigenous as well as import purchases.

21. PERFORMANCE BANK GUARANTEES:

The successful bidders shall be required to furnish the Performance Bank Guarantee.

- (a) 10% of the total Material value on Landed basis inclusive of applicable Taxes & Duties, valid for 30 months from the date of receipt of material or 24 months from the date of commissioning whichever is earlier with claim period of 3 (three) months in excess of above.
- (b) Successful bidder shall have the option to be converted the Security Deposit amount into the Performance Bank Guarantee or submit the Performance Bank Guarantee separately. In case the successful bidder get the Security Deposit converted into Performance Bank Guarantee and Security Deposit amount is less than the required Performance Bank Guarantee amount, bidder shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, Security Deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty / guarantee conditions stipulated in the contract. For unsatisfactory Performance and/or contractual failure GMDC shall have the full right to invoke/encash the Performance Bank Guarantee.

The Performance Bank Guarantee shall be issued by a Nationalized or IDBI, ICICI, AXIS, HDFC banks only and shall be irrevocable and unconditional and GMDC shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and GMDC pending before the court, tribunal, arbitrator or any other authority.

The format of performance bank guarantee shall be provided to successful bidder only

22. Loss and Damages:

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

23. Responsibility for packing and preservation:

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

24. Tenderer have to advise the name of the reputed Industrial/Government undertaking to which they have supplied items mentioned in the tender. Also please give your complete organization detail / company profiles.
25. Tenderer, if registered under DGS&D rate contract shall have to furnish particulars of rate contract stating the no. of rate contract, period, date & DGS&D rate together with a copy of the rate contract. In such cases, the DGS&D rate only shall have to be quoted.
26. If Tenderer is a SSI Unit, please state SSI No. and attach copy of the registration as SSI Unit.
27. Effect of increase in E.D. due to the higher turnover of the party will not be considered in any case.
28. Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered.
29. The tender submitted in contravention of the terms & conditions stated herein will not be considered.
30. No conditional tender will be accepted and will be rejected out rightly. Conditional tender will not be read at the time of Opening.
31. For any typographical error in this tender, decision taken by Corporation will be final & binding to all the bidders.
32. Weight / Quantity of material supplied: The weight / quantity recorded at our Project will be taken as the basis of payment.
33. In case of disputes or difference of opinion in the interpretation of any of the terms & conditions of this tender, the decision of the Managing Director, of GMDC shall be final and binding to all.
34. In case of medicines, chemicals and other items having limited shelf life, the left over shelf-life of each item at the time of delivery should be at least 80%.
35. The Corporation reserves the right to reject any or all without assigning any reasons thereof. The corporation also reserves the right to amend, alter, increase or decrease the quantity of the material during any month due to change in the production pattern. If necessary to do so the Corporation reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the above act, the Corporation does not accept any liability or any financial or other loss that the tenderer may have to suffer in exercising this power by the Corporation.
- 36.1 GMDC will not be responsible for any postal delay whatsoever.
- 36.2 If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.

37. In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
38. Canvassing in any form may lead to rejection of the offer.
39. Bids once submitted shall not be returned and shall remain the property of the purchaser.
40. The tenderer who have earlier been awarded contract by the company for any job which they either did not accept or have abandoned if or contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.
41. To assist in the scrutiny, evaluation and comparison of bids, the Corporation may, at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.
42. Jurisdiction: The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.
43. SERVICE TAX: If service Tax is applicable then it 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. Proof of deposition/adjustment of service tax should be provided within four month from the date of RA Bill/invoice in respect of related work. In case of non submission/delay in submission of the proof of deposition/adjustment of service tax, GMDC has right to reject the claim as per statutory provision applicable from time to time.
44. SAFETY AND SECURITY: Vendor shall perform the work under this contract observing all relevant safety rules and regulations. No personnel of the vendor shall be allowed to work at site without such safety gears. Representative of vendor shall have his own PPE during job execution. If any special safety equipment is provided by GMDC for performance of any job, the vendor shall be responsible for accounting of the same and returning the same to GMDC before leaving site. Security of personnel, deployed by the vendor for this job, outside GMDC project site premises shall be the sole responsibility of the vendor and GMDC shall be kept completely indemnified on this account.
45. ARBITRATION CLAUSE: (Applicable for Public Sector Enterprises /Govt. Deptts only) : "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of Inida. Upon such reference the dispute shall be decided by the Law Secretary or the Special

Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute shall share equally the cost of arbitration as intimated by the Arbitrator”.

46. **Evaluation of Price & Method of evaluation:** Offer of bidder shall be evaluated based on the landed cost of the equipment including installation + CAMC for one year. Offer shall be evaluated based on complete cost of package i.e. Landed cost of equipment + cost of Installation & commissioning + CAMC charges. Accordingly, bidder whose offer is lowest techno-commercially acceptable based on above evaluation method shall be considered for award of work for supply of slope stability radar as well as for CAMC for one year. CAMC charges for CAMC (if any applicable) to be quoted in Indian Rupees only by all the bidders.



FORM – A

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

(A) TECHNICAL BID :

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

(B) PRICE BID :

1.	Price quotation in form ‘AA’	Yes/No.
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FORM –B**Details to be furnished by the tenderer.**

All the details about the description mentioned below is require to be furnished by the tenderer to qualify in Technical Bid for e-Tender No.001/17-18 Supply, Installation and Commissioning of Slope Stability Radar System at our Lignite Project, Rajpardi, Tal: Jagadia, Dist: Bharuch.

SR. NO.	DESCRIPTION	DETAILS
1	Name of the Tenderer with Full Address, Telephone Nos., Fax No., E-mail Address, Mobile No. etc. Please also provide details of nearest Branch Office if any.	
2	Whether the Tenderer is Manufacture or Authorized Dealer or Distributor. If Authorized Dealer, please furnish certificate from their Principal.	
3	Whether the Tenderer is a Joint Stock Company, Hindu Undivided Family, Individual or a Registered Partnership Firm (attested copy of Deeds or Article of Association to be enclosed)	
4	Name of the person holding the power of attorney, if any (enclose attested copy of power of attorney)	
5	Name of the Partners / Directors with their present & permanent address and their liabilities in other firms, in which they are either employed or partners (enclose attested copy of partnership deed).	
6	Information of the similar working experience during last three years along with list of clients with address & phone numbers (copy of Min. 3 orders in last 3 years to be enclosed)...	
7	Value of the above job executed. (Please attach copy).	
8	Period of the above job executed.	
	Name of bankers Full Address Telephone/Fax No.	

10	List of Machinery available in your works. (Please clearly specify the make & capacity of machinery installed)													
11	Technical qualification and experience of the proprietor or partners and leading technical employees of the firm with detailed bio-data.													
12	Copy of P.F. code no. from RPFC office if applicable. Copy of the certificate may be provided.													
13	Whether registered vendor in any other Govt. Deptt. / Public U/T / Others. If yes, then furnish the details pertaining to class and the amount qualified to tender (please attach copy).													
14	Has the applicant or its partners or Directors been black-listed in past by any Govt. Deptt. Or any other body?													
15	Turnover/Net profit during last 3 years. (Please attach copy).	<table border="1"> <thead> <tr> <th>Year</th> <th>Turn-Over</th> <th>Profit</th> </tr> </thead> <tbody> <tr> <td>2013-2014</td> <td></td> <td></td> </tr> <tr> <td>2014-2015</td> <td></td> <td></td> </tr> <tr> <td>2015-2016</td> <td></td> <td></td> </tr> </tbody> </table>	Year	Turn-Over	Profit	2013-2014			2014-2015			2015-2016		
Year	Turn-Over	Profit												
2013-2014														
2014-2015														
2015-2016														
16	Mention Technical Specifications with Make & Model offered by you.													
17	Technical Specifications & required testing accepted?													
18	Income Tax PAN No													
19	Service Tax No. if applicable.													
20	Whether E.M.D. paid or not?	Yes / No												
21	Central Sales Tax / State Sales Tax No.	CST No. GST TIN No.												
22	Whether Penalty Term accepted?	Yes / No												
23	Whether Payment Term accepted?	Yes / No												
24	Whether Guarantee accepted?	Yes / No												
25	Whether Validity Clause accepted?	Yes / No												
26	Whether Delivery Period accepted?	Yes / No												

NOTE:

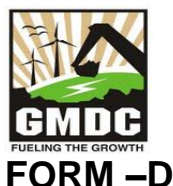
- (1) It is compulsory for the tenderer to furnish the details against each of above items and wherever it is not applicable, it may be mentioned so against the respective item.
- (2) Decision of the management regarding the qualifying / disqualifying the Tenderer shall be final and binding and no correspondence in this behalf will be entertained.



FORM – C

DETAILS OF SIMILAR SUPPLY TO VARIOUS CLIENTS IN LAST 5 YEARS. :

Sr. No.	Name of Client with Address & Contact No.	Work Order / Purchase Order No. and date	Documentary Evidence submitted or not.
1			YES/ NO
2			YES/ NO
3			YES/ NO
4			YES/ NO
5			YES/ NO



FORM -D

Instruction to Vendor

1. All the specifications / points must necessarily be filled in. Any point left out is deemed as not accepted without any reason thereof.
2. Relevant complete technical literature has to be enclosed for every offered model.
3. For any contradictory points in the specifications and scope of supply, vendor shall refer to GMDC for clarification before submitting the offer.

TECHNICAL SPECIFICATIONS OF SLOPE STABILITY RADAR.

Sr. No.	Particulars	Parameters	Bidders' Offer
1	System Information The Slope Stability Radar shall consists of following five main assemblies:		
1.1	Road trailer with extendable legs for mounting the complete Slope Stability Radar.		
1.2	Electronic enclosure offered.		
1.3	Own Power Supply Unit consist of a quality DG set with full battery backup which will be automatically operative instantly and will provide un-interrupted power supply in case of failure of main source power failure. It should have provision to connect external AC power source of 50 Hz.		
1.4	Electro mechanics (Antenna, Transceiver and Antenna Pointing Unit (APU) offered.		
1.5	An integrated real time Visual Imaging system.		
2	The Slope Stability Radar should be complete in all respect with all the accessories, cable, power supply, etc. required for successful installation and commissioning of the system.		
3.	Physical Characteristic		
	Physical Characteristics of the Slope Stability Radar (with the antenna fitted and in the stow position) shall be as follows:		
	Parameter Range	Range	
3.1	Weight Up to 2000 kgs	Up to 2000 kgs	
3.2	Height Up to 5000 mm	Up to 5000 mm	
3.3	Width Up to 5000 mm	Up to 5000 mm	
3.4	Length Up to 5000 mm	Up to 5000 mm	
4	Other Specifications		
4.1	Environmental Limitations: The Slope Stability Radar shall be designed to operate and can be stored in the following conditions:		
4.1.1	Temperature (Operational Standard): 00 to + 550 C		
4.1.2	Wind (fully operational): Up to 80 km/h		

Sr. No.	Particulars	Parameters	Bidders' Offer
4.1.3	Transport Speed (with antenna fitted): Up to 50 km/h		
4.1.4	Transport Speed (with antenna removed): Up to 100 km/h		
4.1.5	Atmospheric Pressure: 600 mbar to 1050 mbar		
4.1.6	Humidity: Relative humidity of up to 99% at 350C		
4.1.7	Rain: The Slope Stability Radar shall be fully protected against rain and wind condition i.e. extreme weather proof condition. All electronic system enclosure such as radar units, computer units etc shall conform to IP 65 Standards or better. Appropriate surge suppressor /lightening arrestor, earthing arrangement for proper functioning of the equipment to be provide by the bidder.		
4.2	STANDARD FEATURES OF SLOPE STABILITY RADAR		
4.2.1	Slope Stability Radar should be of the latest technique for continuous measurement of OB dump (internal and external) and also of rock wall. The Radar waves must adequately penetrate through rain, dust and smoke as prevails in the mine to give reliable measurement.		
4.2.2	Slope Stability Radar should have an integrated visual imaging system which is capable of taking real time visual images of the scanned area of the slope at regular interval and which is linked to the software and raise multiple level alerts where slope rate movement exceeds a pre-determined limit.		
4.2.3	Slope Stability Radar should be able to perform even in rain, dust, storm and extreme weather conditions.		
4.2.4	Slope Stability Radar should be able to perform from a minimum distance of 30 mtr and maximum of 2.5 km or more.		
4.2.5	The scan angle should be a minimum of 170° Horizontal and 80° Vertical.		
4.2.6	The measurement accuracy should be better than ± 0.5 mm at 500 mtr.		
4.2.7	Scan time is typically 7-12 minutes		
4.2.8	Slope Stability Radar should have own power source with an external AC input (220V – 240V AC 50 Hz single phase)		
4.2.9	Slope Stability Radar should be mobile and able to be moved even by light vehicle		
4.2.10	Slope Stability Radar should take a minimum time in setting up as possible. The initial set up should be performed by a trained operator within 30 minutes without a need of any external survey information or instrument.		
4.2.11	Slope Stability Radar should be capable of Multiple Level Alarms for different degree of danger. The Slope Stability Radar should have Real Time Analysis facility to provide Multiple level Alarm for different degree of danger and shall have auto system to communicate through Audio-Visual Alert (at least 02 points station) & SMS in Mobile sets (at least 12 points).		
4.2.12	Slope Stability Radar should be able to indicate the likely failure area for timely eviction of men and machines.		

SPECIAL OTHER TERMS AND CONDITIONS

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, specifications / data sheet / drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1. Slope Stability Radar should be environment friendly with safe and permissible radio frequency, low noise level and should not have adverse environmental effect on persons with the instrument while in operation/maintenance
2. Documentary evidence issued by any reputed statutory agency (like FCC/ETSI/GOvt. Of India) certifying no restriction to the user should be submitted /uploaded.
3. Comprehensive AMC & Warranty. The supplier will provide comprehensive AMC for one year after two year warranty period after successful installation/commissioning of the equipment.
4. Supplier should have an India based after Sales & Service support for quick trouble shooting operations.
5. Supplier shall install commission and demonstrate the successful operation of equipment for a period not less than 30 working days. After successful installation, commissioning and demonstration of equipment the supplier shall operate the equipment at least for 15 days by deputing their manpower and impart training to the employees of GMDC.
6. Supplier shall provide the technical support as and when required by the project authorities and also upgrade the system software. Slope Stability Radar Software shall be upgraded free of cost as and when upgraded in the market during **5 years** of successful installation/ commissioning of the equipment.
7. Supplier shall provide full on site service support and facility during the operational life i.e. (2 year warranty period + 1 year Comprehensive AMC and thereafter) of system. There should be no restriction to the user while assessing and operating the system to maintain this requirement.
8. Supplier will ensure the availability of spares for a period of not less than the operational life . i.e. 6 years.
9. Supplier shall provide onsite training to persons in the mine as & when required so as to make them fully conversant to operate, install and commission the slope stability radar independently.
10. Slope Stability Radar should meet the recommendations of DGMS (Tech) (S&T) Circular no. 2 dated 6.7.2010 in respect of design, control and monitoring of Pit and dump slopes in open cast mines. Sub components provided in the system requiring DGMS approval for use in mines must have DGMS approval and this approval should be valid on the date of opening of tender, date of supply and during period of warranty and AMC. Bidder shall be responsible for getting approval of the system supplied, if DGMS approval is required in future.

11. The bidder must submit/upload their technical brochure / leaflet in support of their offered features & model.
12. The system must conform to FCC (Federal communication commission) / ETSI (European Telecommunication standard Institution) / Govt. Of India certification of the offered product without mentioning any restriction to the user.
13. In addition to normal after sales service, the successful bidder will render technical support and services to ensure fitment, proper usages, Maintenance and satisfactory performance of the items supplied.
14. The equipment to be offered by the tenderer shall be considered proven provided the type and model of equipment offered must have been supplied in the past to the mining industry and /or the other industries (Private or Government / Public Sector undertaking – indigenous or Global) and performed satisfactorily for a period of not less than one year from the date of commissioning.
15. The bidder must submit authorized / genuine / licensed copies of all software used in the Slope Stability Radar in CD ROM & all manual for maintenance / administration (one hard copy and one soft copy).
16. Supply will be affected after getting the required License for the use of the system.
17. The bidder may visit the project site before submission of offer to interact and assess the location of two control rooms (one at Shift Manager's Office and one at Manager's Office and monitoring area .
18. Successful bidder will be fully responsible to obtain operating license and SACFA clearance from WPC/DOT on behalf of GMDC Limited for the proposed slope stability radar.
19. It is the responsibility of successful bidder to arrange/ obtain WPC license in favour of GMDC Limited, if any, for which necessary assistance would be extended by GMDC. GMDC will provide proper documentation on time, duly signed and sealed as demanded by WPC to successful bidder. The licensing arrangement shall continue for total period of warranty and AMC.
20. Bidder shall submit complete BOM, system architecture and technical literature of offered system
21. Any other work not defined under the above but which are required for the completion of the system shall be in the scope of the bidder.
22. Scope of GMDC : GMDC will provide power supply point up to the installation location and free of charge pick up-drop facilities for Project administration office to installation Site, only during installation and commissioning of equipment

23. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT : (CAMC)

- a. Comprehensive Annual maintenance contract will be effective from the day after the successful completion of warranty/ Guarantee period.
 - b. The AMC shall include minimum six visits of supplier's engineer to the site. i.e. one visit for every two months. Each visit shall be of 3 working days above visit for attending any breakdown of equipment. During this visit supplier's engineer will carry out regular maintenance of the entire system to ensure the smooth and trouble free operation of the equipment. If GMDC Engineer wants any training for operation of the system, such training will also be accommodated in these visits.
 - c. If breakdown is attended and rectified within 48 hours(two days) at our site, no penalty will be made and if it is not rectified within 48 hours(two days) , deduction will be made @ double the pro rata basis CAMC charges per day from bill.
 - d. Performance bank guarantee for 10% of the value of Comprehensive Annual Maintenance contract shall be submitted by the successful bidder after expiry of warranty/guarantee period.
 - e. Payment term for CAMC shall be on quarterly basis. 100% payment shall be made within 21 days of submission of bill on quarterly basis along with performance certificate signed by the Project officer or his authorized representative.
24. Successful bidder has to make payments (Like license fees, royalty etc) for obtaining licenses for radar from statutory authorities. The amount shall be reimbursed by GMDC on production of original receipt of the same.

Site address :-

Gujarat Mineral Development Corporation Limited LIGNITE PROJECT, RAJPARDI, TAL : JHAGADIA, DIST : BHARUCH, Gujarat-393115, India, Phone No.: 02645-240185, Fax: 02645-240167, Email: rajpardi@gmdcltd.com
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PRICE-BID

E-TENDER NO. 001/17-18

FOR

SUPPLY, INSTALLATION AND COMMISSIONING

OF SLOPE STABILITY RADAR SYSTEM

WITH 1 YEAR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

FOR OUR

LIGNITE PROJECT, RAJPARDI

GUJARAT

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

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

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

E-mail : purchase@gmdcltd.com **Website :** <http://www.gmdcltd.com>



e-TENDER NO :001/17-18

We, M/s. _____

Quote our rate as under against e-Tender No.001/17-18.

(Price bid – 1)

Description of Item	PRICE OF SLOPE STABILITY RADAR SYSTEM	PRICE OF INSTALLATION AND COMMISSIONING OF SLOPE STABILITY RADAR SYSTEM
Tendered Quantity	01 No.	01 No.
Basic Price Ex-Works (Per Unit)	ON LINE ONLY	
In words Rupees		
Packing & Forwarding		
Excise Duty (% age) on		
Sales Tax (% age) on		
Freight		
Insurance		
Other levies (Details)		
Net Landed Cost (Per Unit)		
Total Price of tendered quantity		

**SIGNATURE OF TENDERER
WITH STAMP/DATE**

Price Bid – 2

Particulars	<i>Months</i>	Monthly Charges (including all applicable taxes except service charge/tax if applicable) (In Rs.)	<i>Total Amount Rs.</i>
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 1 NUMBER OF SLOPE STABILITY RADAR	12	ON LINE	

**SIGNATURE OF TENDERER
WITH STAMP/DATE**