

**Request for Proposal
for
A Comprehensive Annual Maintenance Contract
services for existing weighbridges, Upgradations
/modifications and shifting of weighbridges at
GMDC's various projects.**

RFP No: GMDC/MM/AMC/WB-02/2024-25



**Gujarat Mineral Development Corporation Limited
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Vastrapur, Ahmedabad- 380052**

September 2024

DISCLAIMER

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders/Agency/ Agency interested in providing Comprehensive Annual Maintenance Contract services of existing weighbridges and Upgradation/ modification of weighbridges as specified in this RFP at GMDC's various projects.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. Each Proposer/Bidder should conduct its investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary, obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission or inaccuracies therein that are apparent and carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and/or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the contract further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, or entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including site visits for due diligence that may be required or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

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DEFINITIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **"GMDC"/Authority** shall mean the Gujarat Mineral Development Corporation Ltd which shall appoint the Agency for the captioned work.
2. **"Bidder"** shall mean any firm or body corporate which is a Proprietorship, Limited Liability Partnership registered under the LLP act or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide CAMC for 50MT & 100MT weighbridges of GMDC mines as well as undertake upgradation of weighbridges along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortiums are not permitted.
3. **"Bid/Proposal"** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Qualification, Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **"Bid Due Date"** means last date of Bid submission as set out in clause 1.6 of SECTION IV
5. **"Agreement/Contract"** is the agreement entered into between 'Gujarat Mineral Development Corporation Ltd (GMDC)' and 'Agency comprising of all terms and conditions stated in this RFP.
6. **"Corrupt practice"** shall have the meaning ascribed thereto under clause 8 of SECTION IV.
7. **"Contract Price"** shall mean the total value of the Contract i.e. CAMC charges for three years plus charges of upgradation of all weighbridges.
8. **"Comprehensive Annual Maintenance Contract /CAMC"** shall include (i) major maintenance comprising of repair and or replacement of faulty load cell sensors, connecting wires, junction box PCB, CTH/Indicators and any other civil , mechanical , electrical or electronics components so as to maintain Service Levels (ii) undertaking regular minor maintenance including regular upkeep of weighbridges , changing / fittings of nut bolts and undertaking preventive maintenance activities (iii) Undertaking all activities including scope of work as specified in clause 3 of Section II of this RFP.
9. **"Conflict of Interest"** shall have a meaning specified in clause 9 of SECTION IV.
10. **"Rates/ Price Bid/ Service Fees/ Total Fees"** shall mean the charges payable by GMDC as against services provided by Agency for CAMC of weighbridges, upgradation and or shifting of weighbridges.
11. **"Pre-Qualification Criteria"** means criteria specified in clause 5.1 of SECTION IV
12. **"Evaluation Process"** means steps of evaluation specified in clause 6 of SECTION IV
13. **"EMD/ Bid Security"** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION IV
14. **"Letter of Award"** shall have the meaning ascribed thereto under clause 7.2 of RFP SECTION IV

15. **“Agency/ service provider”** shall mean the Agency who are selected by Authority/GMDC as per the process outlined in this RFP Document for assisting GMDC in executing the Scope of Work specified in this RFP.
16. **“Parties”** means the parties to the Agreement and **“Party”** means either of them, as the context may admit or require.
17. **“Preferred Bidder”** shall have a meaning specified in Clause 6.3 of RFP SECTION IV
18. **“Successful Bidder”** means the Preferred Bidder selected in terms hereof and to whom GMDC shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Scope of Work as per the terms specified in RFP.
19. **“Scope of Work”** means all the activities as per the Scope of Work mentioned in the RFP which the Agency is required to carry out as per the Good Industry Practice. The detailed Scope of Work is specified in the SECTION II of the RFP.
20. **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
21. **Technical Score** shall mean score obtained by Agency as per the Technical Score system provided in clause 5.2 of RFP SECTION IV.
22. **“Third Party”** means any Person other than GMDC and the Agency.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

SECTION I: BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is the leading State-owned Mining and Minerals Company of Gujarat with operational experience of over 60 years and having product portfolio across mining, value added products and power. GMDC is a zero-debt company listed on National and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Ambaji, Bharuch, Surat and Chhota Udepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also adds value to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

GMDC has been operating various lignite mines in Gujarat. GMDC intends to further improve efficiencies in Mining operations by improving reliability, availability and performance of weighbridges installed in its various mines. In this regard, regular and preventive comprehensive maintenance plays an important role. Considering these aspects GMDC intends to appoint competent and experienced Agencies for these tasks as per the terms specified in this RFP.

For the purposes of bidding under this RFP, bids are invited for two packages as specified below.

- **Package 1:** CAMC, Upgradation and Shifting of weighbridges at GMDC's lignite mines situated in Kutch and Saurashtra region as below.
 - Mine 1 – Ghadsisa
 - Mine 2 – Umarsar
 - Mine 3 - Bhavnagar

- **Package 2:** CAMC, Upgradation and Shifting of weighbridges at GMDC's lignite mines situated in South Gujarat Mines as below.
 - Mine 1 – Tadkeshwar
 - Mine 2 – Rajparadi
 - Mine 3 - Damlai

The scope of the Agency shall include CAMC of weighbridges situated in these mines as well as Upgradation/Modification and Shifting of specified weighbridges placed in respective mines of respective Packages.

The Work is intended to be awarded package-wise to two separate bidders, with work relating to Package 1 to one best-evaluated bidder and work for Package 2 to another

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best-evaluated bidder as per terms of this RFP. The detailed scope of work and RFP terms are included in this document.

GMDC through this RFP, invites technical and price proposal/ bids (collectively “the Proposals” or “Bids”) from competent Agencies having requisite capabilities for each package separately.

Sr. No.	Mines	Capacity of Weighbridge	No. of weighbridges (Capacity wise) to be awarded for CAMC	No. of weighbridges to be shifted to new location (Same capacity)	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location	No of Weighbridges to be shifted along with upgradation (50MT to 100MT)
Package 1						
1	Gadhsisa	50 MT	0	0	0	0
		100 MT	2	0	0	0
2	Umarsar	50 MT	3	1	0	0
		100 MT	2	0	0	0
3	Bhavnagar	50 MT	4	0	0	2
		100 MT	1	1	2	0
Package 2						
4	Tadkeswar	50 MT	4	0	0	4
		100 MT	2	2	0	0
5	Rajparadi	50 MT	7	0	1	0
		100 MT	0	0	0	0
6	Damlai	50 MT	0	2	0	0
		100 MT	0		0	0
Total (Package 1 + Package 2)			25	6	3	6

The Contract Period shall be of three years and extendable for additional one year as per the terms of this RFP.

SECTION II: SCOPE OF WORK

1. Details of Packages

The details of the quantities and capacity of weighbridges at each Mine of respective Packages are specified below.

Package 1: Kutch and Saurashtra mines

Scope for undertaking Comprehensive Annual Maintenance Contract (CAMC) Services, Shifting and Upgradation/ Modifications for existing Weighbridges are to be carried out as per the details below.

Sr. No.	Mines	Capacity of Weighbridge	No. of weighbridges (Capacity wise) to be awarded for CAMC	No. of weighbridges to be shifted to new location (Same capacity)	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location	No of Weighbridges to be shifted along with upgradation (50MT to 100MT)
1	Gadhsisa	50 MT	0	0	0	0
		100 MT	2	0	0	0
2	Umarsar	50 MT	3	1	0	0
		100 MT	2	0	0	0
3	Bhavnagar	50 MT	4	0	0	0
		100 MT	1	1	2	2
Total			12	2	2	2

The Make and models of the existing WBs are mentioned in the table below:

Sr. No.	Mines	Capacity of Weighbridge	Existing Installed Weighbridges	Make	Year of Installation
1	Gadhsisa	100 MT	2	Techno Scale	2021
2	Umarsar	50 MT	3	Techno Scale	2014
		100 MT	2	Techno Scale	2021
3	Bhavnagar	50 MT	6	AKS Software	2020
		100 MT	1	Adorn Engg	2021
Total			17		

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Package 2: South Gujarat

Scope for undertaking Comprehensive Annual Maintenance Contract (CAMC) Services, Shifting and Upgradation/ Modifications for existing Weighbridges are to be carried out as per the details below.

Sr. No.	Mines	Capacity of Weighbridge	No. of weighbridges (Capacity wise) to be awarded for CAMC	No. of weighbridges to be shifted to new location (Same capacity)	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location	No of Weighbridges to be shifted along with upgradation (50MT to 100MT)
1	Tadkeswar	50 MT	4	0	0	4
		100 MT	2	2	0	0
2	Rajpardi	50 MT	7	0	1	0
		100 MT	0	0	0	0
3	Damlai	50 MT	0	2	0	0
		100 MT	0		0	0
Total			13	4	1	4

The Make and models of the WBs are mentioned in the table below:

Sr. No	Mines	Capacity of Weighbridge	Existing Installed Weighbridges	Make	Year of Installation
1	Tadkeshwar	50 MT	6	UMA 2014	2014
		100 MT	2	UMA 2014	2014
2	Rajpardi	50 MT	3	Valji Ramji	2009,2018
		50 MT	3	Techno scale	2008,2014
		50 MT	1	HMT	2015
		100 MT	1	Valji Ramji	2023
Total			16		

2. Weighbridge Handover Procedures for CAMC

- (i) GMDC hereby undertakes to handover to the Agency, the physical possession of the Weighbridges in respective mines as per the awarded packages free from encumbrances together with the necessary rights on "As is Where is basis" for the purpose of CAMC, Upgradation and or shifting of Weighbridges in accordance with the terms and conditions specified in this RFP.
- (ii) The handing over process shall be initiated within 15 days from the date of LOI by a joint inspection by authorized representatives of GMDC and Agency. The inventory, spares and conditions of civil electrical, electronic and mechanical with IT components of Weighbridges along with the photographs shall be recorded in joint measurement

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books. Upon completion of such inspection, a list of works/ jobs/ additions/ alterations, if any, to be carried out to bring the weighbridges in normal working conditions so as to achieve Service Levels specified in Section III of this RFP. The Agency shall carry out such works/ jobs/ additions/ alterations, at its own cost to the complete satisfaction of GMDC within 30 days from the date of joint inspection.

- (iii) In case the agency fails to carry out the above works within the stipulated time of 30 days, then GMDC shall be at liberty to have these works executed by any other person at the risk and cost of the agency and any cost incurred by GMDC in this regard shall be reimbursed by the agency to GMDC within 7 days of receipt of demand provided reasonable supporting documents are provided.
- (iv) In case of default in payment of such costs by the Agency, GMDC shall without prejudice to any other right/ remedy available to it under this RFP, have the right to adjust the Performance Security to recover such dues or set off any other amounts payable.

3. Comprehensive Annual Maintenance Contract Services

The make and model of existing weighbridges for which the proposals for Comprehensive Annual Maintenance Contract Services (CAMC) are invited under this RFP are specified in clause 1 of this section. The Bidders are encouraged to undertake site visits for due diligence before submitting their proposals.

The scope of work for the CAMC shall include (i) major maintenance comprising of repair and or replacement of faulty load cell sensors, connecting wires, junction box, CTH/Indicators and any other civil , mechanical , electrical or electronics components so as to maintain Service Levels (ii) undertaking regular minor maintenance including regular upkeep of weighbridges , changing / fittings of nut bolts and undertaking preventive maintenance activities (iii) Undertaking all activities as specified below.

A. Regular Maintenance:

The Agency shall carry out the below-mentioned activities at each mining site of awarded package on daily basis.

- The agency shall maintain all weighbridges 24 x 7 throughout the contract period.
- The agency will clean weighbridges daily, collect the debris from weighbridge sites and dump the debris at a defined location within the mine area and /or as per the direction of GMDC / Site in charge. Such cleaning activities are to be undertaken at least two times a day at all weighbridges.
- The agency shall maintain a manual register specifying the cleaning activities performed including photographs and get the signature of competent/ authorized GMDC personnel. The invoices are to be processed only after submission of such a register.
- The agency shall inspect all components of weighbridges as per the predetermined frequencies or as per the direction of authorized GMDC personnel. Such inspection shall include but not limited to load cells, junction boxes, indicators, and structural integrity so as to ensure availability and performance of

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- weighbridges as per the Service Levels. The Agency shall submit the inspection report duly signed by its authorized representative and verified by EIC. If any dispute arises then decision of General Manager (Project) shall be binding to both
- During monsoon season, the agency shall carry out cleaning activities more than two times a day and /or as and when required at the mine site.
 - The agency shall lubricate the moving parts to prevent friction and wear and tear as and when required at the weighbridge.
 - The agency shall check/ verify the accuracy of weighment on daily basis or as and when instructed by GMDC Site In charge/ GM (Project) of respective Mines. Records for the same to be maintained and verified by EIC and if any inaccuracy observed then the same shall be rectified immediately.
 - GMDC in consultation with Agency shall prepare SOPs/ Checklist for daily verification and checking of weighbridges. The verifications shall be carried out by the agency on a daily basis and recorded in a register. GMDC may also prepare a checklist for the joint inspection and accordingly the joint inspection with the GMDC staff shall be carried out.
 - **Monthly Activities**
 - Calibration of the weighbridges shall be carried out on Monthly basis at Agency's cost. Agency shall bring standard weights and undertake the calibration at all the weighbridges for the respective mines.
 - The weighment during the calibration activities shall be arranged by the Agency at its own costs with no additional cost to GMDC.
 - The agency shall follow respective laws and regulations of Government of Gujarat for undertaking the standard weight calibration practices. The agency shall note that 25% of Weighbridge capacity standard weights shall be brought by the Agency for carrying out the calibration activities for r weighbridges of different capacities such as 50 MT and 100 MT weighbridges. The cost of bringing the standard weights to the respective mines for calibration is in the agency's scope and shall be quoted accordingly in the price bid proposal.
 - The Agency shall also carry out the stamping work (yearly basis) of weighbridges as and when required by GMDC or /and competent statutory authority.
 - The Agency will also adjust the load cells and recalibration indicators as needed.
 - The Agency will have to certify the calibration to comply with legal and regulatory requirements.
 - GMDC shall also get the third party to inspect the calibration if so required. Agency shall have to cooperate with the third party during such inspection.
 - The Stamping of the weighbridges shall be carried out on a once-in-a-year basis by the Agency. Agency to submit the copy of the certificate to GM (of respective project). Stamping activities to be carried out at no extra cost to GMDC.
 - The Agency shall maintain a register specifying logs of stamping and calibration activities performed duly signed and submit it to respective project site GM. The Agency shall submit this register to GM (Project) by the 5th of every month.

B. Corrective Maintenance

- The agency will carry out major maintenance work including the repair and or replacement of faulty load cell sensors, connecting wires, junction box CTH/Indicators and any other civil, mechanical, electrical or electronics components so as to maintain Service Levels at its own costs.
- The agency shall need to get prior approval of the GMDC with respect to make of the parts prior to replacement activities/ installation of faulty parts. GMDC shall verify the make and accord the approval for the replacement.
- Emergency support should be available by the agency round-the-clock at the project site.
- The agency shall undertake the fault diagnosis for identifying the root cause of any detected issues at the weighbridge. This may involve electrical/Electronics testing, or physical examination of mechanical components. If required, the agency shall also call expert at no additional cost to GMDC for issue resolution.
- The agency will respond with corrective measures to breakdowns or malfunctions.
- The agency shall repair & maintain weighbridges RCC foundation & Ramp and other relevant civil, mechanical, electrical and electronic structures etc. throughout the Contract Period to avoid any major or minor breakdown of the Weighbridges including all materials, laborers, tools, tackles, machineries, equipment etc. for their work. Such work shall not be limited to the above but also include dismantling of existing RCC work and or mechanical structure and or electrical work etc. if required. Agency shall also carry out construction of new foundation at its own cost if so required to maintain the Service Levels specified in Section III of this RFP.
- The agency shall depute one supervisors for each project for easy & fast communication and to attend/rectify the defects or any breakdown work as soon as possible to avoid long breakdown periods etc.

C. Training and handholding support to GMDC Project team

- The agency will provide training to staff and operators pertaining to the following.
 - Proper usage and maintenance procedures
 - Safety
 - Training in troubleshooting including troubleshooting of software (if applicable).

D. Documentation and Reporting:

- The Agency will maintain logbook in coordination with GMDC specifying maintenance report, recording all activities performed throughout the day for respective weighbridge as per the regular and corrective maintenance requirements mentioned above.
- The Agency will maintain all documentation for regulatory audits compliance.
- The Agency will also maintain detailed reports on breakdown incidents respective corrective measures performed stamping and calibration activities performed including calibration results, repairs, and replacements of components undertaken.
- The Agency will follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc.

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- The Agency shall maintain and ensure transparency in sharing any data /weighbridge parameter/ incident reporting etc. related to weighbridge to GMDC and provide full support to GMDC for audits/ verification of same.
- The Agency shall provide accurate data, reports, and information as regards to the comprehensive weighbridge maintenance as required by GMDC from time to time.
- The Agency shall attend promptly the meetings with GMDC and/or its representative as and when required.
- The Agency shall comply with all statutory requirements and assist GMDC in reporting the same to statutory authorities as and when required.

E. Spare Parts Management:

The agency shall undertake activities pertaining to spare parts management as and when required at the project site.

- The Agency shall ensure minimum inventory of items such as Digital Weighing Indicator, Load Cell, Junction Box with PCB, Weight Display meter, Cable, nut bolts, etc. and required spares are available at the project at all times to optimize the availability of the weighbridge as per the Service Levels and to ensure minimal downtime. List of Inventory to be submitted to GMDC.
- The Agency shall provide GI /flexible pipe and GI Pipe to cover load cell cables to protect from Mouse.
- The Agency shall provide or arrange safety devices to protect the weighbridge system from rats and other insects.
- During the Monsoon, the Agency shall need to maintain to protect the Junction box, load cells, PCB, Indicators etc.

F. Performance Monitoring

- The Agency will regularly undertake assessment of weighbridges components and bring to GMDC's notice for any performance related issue at the respective project site.
- The Agency shall provide feedback mechanisms to GMDC on measures required for improving the service quality at the respective project site.

G. Manpower deployment

- The Agency shall deploy one qualified Technician (having minimum ITI certificate and trained and experienced in repair maintenance of weighbridge) person per mine (at site) for maintenance work as per requirements of GMDC and to resolve issues related to Weighbridge performance immediately.
- The Agency shall deploy one housekeeping personnel per four weighbridges or part thereof per project site for undertaking the cleaning activities per project.
- Manpower should be medically examined, Vocational Training Center (VTC) trained and duly authorized as per government laws.
- Manpower engaged for maintenance at the weighbridge shall have computer knowledge, and skilled in its operation & Maintenance of weighbridges so as to carry out the work effectively.

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- The Agency shall have to take all types of insurance of the manpower deployed at project site at its own cost throughout the contract period.
- The agency should deploy manpower as per the requirement and consider the cost including relievers for respective project site.

H. Health and Safety Compliance

- The Agency will adhere to safety standards and protocols during maintenance activities for GMDC's project site.
- The Agency will comply with environmental regulations for waste disposal and hazardous materials handling.
- The agency shall be solely responsible for the safety aspects of the team deployed and shall adhere to safety standards while undertaking the maintenance activities at the project site.

4. Scope for Upgradation/Modification of Weighbridges

A. Assessment and Planning

- Site Survey:
 - The Agency shall conduct a thorough survey of the current weighbridge site to understand the existing infrastructure, identify potential challenges, and plan for modifications thereafter.
 - The Agency shall also undertake soil testing/soil conditions assessment to assess the soil condition to withstand the structure before taking up any new civil works.
- Requirement Analysis
 - The Agency will have to gather information and document requirements from GMDC including desired capacity (upgrading from 50MT to 100MT), accuracy, and compliance with regulatory standards.

B. Design and Specification

- The Agency shall prepare a detailed design for civil structure, mechanical and electrical work required for the weighbridge upgradation. The Agency shall also prepare specifications for the weighbridge, including structural, mechanical, and electronic components in accordance Soil Testing/ Soil conditions.
- The Agency shall also submit the make, model and brands of high-quality components such as load cells, indicators, and software systems that it desires to use for the upgradation work. Such components should be meeting the required standards and specifications, Civil designs will be in accordance Soil Testing/ Soil conditions.
- The Agency shall need to obtain approval from GMDC for design prior to undertaking upgradation work.
- After getting approval from GMDC, the modification/upgradation work shall be completed within 45 days.

C. Dismantling and Site Preparation

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- Upon approval of the design, the Agency shall dismantle the existing structure by ensuring minimal disruption to mining operations. Such activities shall be undertaken in a Phase manner and in consultation with GMDC so as not to hamper present normal operations.
- The Agency will prepare the site for the new weighbridge, including groundwork, foundation work, and any necessary civil engineering modifications.

D. Installation and Calibration

- Installation:
 - The Agency will install the new weighbridge components, ensuring proper alignment and integration of all parts. This includes the weighbridge deck, load cells, instrumentation, and associated hardware.
- Calibration:
 - The Agency will check the initial calibration of the weighbridge to ensure it meets the required accuracy and capacity specifications.

E. Compliance and Certification

- Regulatory Compliance
 - The Agency will ensure the upgraded weighbridge complies with relevant industry standards and regulations, such as ISO and local regulatory requirements.
- Certification
 - The Agency will have to obtain necessary certifications from regulatory bodies to validate the compliance and accuracy of the weighbridge and submit original copies to GMDC.

F. Training and Documentation

- The Agency will have to provide training to operators and its maintenance staff deployed for the operation, maintenance, and troubleshooting of the new weighbridge.

Any increase or decrease of weighbridge quantity in any GMDC project location in the future as per the requirement to be accepted by the Agency and payment will be made for the actual services as per quoted rates and existing terms & conditions .

5. Scope for Shifting of Weighbridges

The Successful Bidder(s) shall have to undertake shifting of existing weighbridges within the same mines with its installation, build and commission activities within 30 days from the notice to proceed provided to the agency from GMDC in writing. For any shifting work, GMDC shall provide Notice to Proceed for Shifting.

The agency shall also undertake a complete maintenance of the shifted weighbridges including spares, consumables and the performance of all services required for the

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weighbridge maintenance rendered as per the terms and condition of the bidding document so as to meet the weighbridge availability 24 X7 after shifting to a new location.

Below are the activities the agency shall be involved in undertaking the shifting of weighbridges scope:

Regarding Planning, Preparation and Site Preparation at the New Location:

- The agency shall conduct surveys of both the current and new sites and assess the ground conditions, accessibility, and space availability at the new site.
- The agency shall obtain necessary approval from GMDC for dismantling the weighbridge, transportation of the weighbridge, and installation of weighbridge along with new weighbridge entire design at new site.
- The agency shall plan for transportation logistics, including route planning and any special transport requirements (e.g., oversized load permits) if required at the site at their own cost.
- The agency shall submit the entire new weighbridge RCC drawings including RCC work, layouts and other related documents to GMDC and post approval and a go ahead from GMDC the scope for foundation shall be executed at the required location.
- The agency shall excavate and prepare the foundation area according to the new weighbridge specifications including preparation of the RCC foundation structure design and construction of the required foundation.
- The agency shall prepare concrete foundations and allow adequate curing time for settling of the RCC as per the standard/ good industry practice.
- The agency shall install all necessary utilities, including power supply, drainage, and communication lines at the new Weighbridge location after shifting.

Regarding dismantling of the old Weighbridge:

- The agency shall remove the existing weighbridges including civil foundation of weighbridges from the existing location.
- The agency shall safely disconnect all utilities, including electrical and communication lines and carefully remove load cells and other sensitive components.
- The agency shall have to transport the weighbridge components to the new location and safely unload all components at the new site, taking care to avoid any damage.

Regarding Installation, Calibration and Testing of the Weighbridge at the new location

- The agency shall install any required foundation components, such as base plates or mounting brackets.
- The agency shall reassemble the weighbridge components, ensuring correct alignment and fit and install load cells, ensuring they are properly calibrated and secured.
- The agency shall perform the initial calibration using certified weights and will adjust settings to ensure accurate weight measurements.
- The agency shall test the entire system for operational accuracy, including load tests and software checks.

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- The agency shall use the reusable items like the MS structure, load cells, base plate or undertake buyback method for the required items for shifting of the same weight weighbridge to another location within the same mines. The agency shall not quote the fees excluding the usable items/ the items they are going to do buyback for shifting of the existing weight weighbridge to another location.
- The agency shall ensure minimum inventory level of required new instruments or components at the time of shifting as and when needed.

Regarding final Inspection and Certification

- The agency shall conduct a final inspection to ensure all aspects of the installation meet project specifications and safety standards.
- The agency shall have to arrange for inspection and certification by relevant authorities to ensure the weighbridge meets all regulatory requirements.

Regarding both Shifting along with upgradation related work: The agency shall undertake the activities mentioned in Chapter 4 and 5 of the scope of work of this section. However, the agency shall only consider the RCC cost once for the required work and additional cost for load cells, MS plates and miscellaneous cost for shifting along with upgradation work undertaken for the required weighbridges. The timeline for the weighbridges required shifting and upgradation shall be 45 days from the date of Notice to Proceed issued by GMDC to agency. However, GMDC's decision shall remain final for such cases.

6. Weighbridge Takeover Procedures after the end of the Contract Period

- (i) After completion of the Comprehensive maintenance contract period, if no extension is granted by GMDC, The Agency have to leave the project site without any condition and hand over all Weighbridges in working conditions along with relevant documents, software system, and passwords required for operation and maintenance etc.
- (ii) The takeover process shall be initiated at least 45 days before the actual date of expiry of the Contract Period by a joint inspection by both the Parties. GMDC shall, within 15 days of such inspection prepare and furnish to the Agency a list of works/ jobs/ additions/ alterations, if any, to be carried out to bring the Facility to its normal working condition at least 7(seven) days prior to the date of expiry of the Contract Period. The Agency shall carry out such works/ jobs/ additions/ alterations, if any, at its own cost and to the complete satisfaction of GMDC.
- (iii) In case the Agency fails to carry out the above works within the stipulated time, GMDC shall be at liberty to have these works executed by any other person at the risk and cost of the Agency and any cost incurred by GMDC in this regard shall be reimbursed by the Agency to GMDC within 7 days of receipt of demand provided reasonable supporting documents are provided.

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In case of default in payment of such costs by the Agency, GMDC shall without prejudice to any other right/ remedy available to it under this Agreement, have the right to adjust the Performance Security to recover such dues or set off any other amounts payable.

SECTION III: SERVICE LEVEL AGREEMENTS

The Authority shall monitor the Agency's performance through a comprehensive Service level described in this section.

The Agency shall have to abide by the Service Levels as specified below. In case of a breach of Service Levels, the corresponding damages as defined below shall apply (the "Service Levels").

The total Damages/ Penalties under this RFP shall be capped at 10% of the Contract Value.

If the total damages/ penalties more than 10% of the contract value then contract will be terminated and agency shall be black listed.

A. Service Levels during the CAMC

The Service Levels are categorized into the following.

1. Availability of weighbridges.
2. Breach in cleaning of weighbridges
3. Availability of technicians and supervisor
4. Breach in breakdown resolution
5. Breach in calibration in a specific timeframe.
6. Breach in the accuracy of weigh management.

Each of the above Service Levels is further specified below.

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges and Upgradation/ modification of weighbridges at GMDC's various projects.

Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
1	Availability of Weighbridge	No. of hours that the weighbridge is operational and available for use.	Daily	Uptime availability >=23 hours	Data logs as verified by GMDC site staff for weighbridge availability OR Register signed by Agency and counter signed by EIC.	<p>Penalty/ Damages shall be imposed/levied for every unavailable hour of weighbridge beyond availability specified Uptime.</p> <p>The Penalty/ Damages for every unavailable hour of weighbridge shall be equivalent to double times the CAMC charges for an hour. The CAMC charges for an hour shall be derived based on Pro rata basis.</p> <p>Kindly refer Note 1* for the example.</p>	<p>Agency may receive bonus/incentive payments for making available weighbridge >= 23 hours on daily basis.</p> <p>The incentive equivalent to half of the daily CAMC charges (i.e 50%) shall be paid in addition to regular payments.</p> <p>Example:</p> <ul style="list-style-type: none"> Quarterly CAMC charges = Rs 300000 Per day CAMC charges = Rs 300000/ (30 days x 3 months) = Rs 679 Incentive = 50% x Rs 679 = Rs 339.

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
2	Cleaning of weighbridge**	The weighbridge should be cleaned two times daily.	Daily	Daily cleaning two times/ weighbridge	Manual register signed by Agency and Counter signed by GMDC site staff	Rs. 500/- weighbridge /day for each logged incident if the weighbridge is not found cleaned for two times a day.	-
3	Availability/ Deployment of housekeeping manpower and Trained technician	Deployment of manpower daily	Daily	Availability of Manpower on daily basis = 100%	Attendance registers signed by Agency and Counter signed by GMDC site staff	<p>Technician : The damages/ Penalty equivalent to applicable daily minimum wage rate of Skilled manpower as prescribed by GoG prevailing at the time of occurrence of breach shall become applicable.</p> <p>Housekeeper : The damages/ Penalty equivalent to applicable daily minimum wage rate of Un-skilled manpower as</p>	-

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
						<p>prescribed by GoG prevailing at the time of occurrence of breach shall become applicable.</p> <p><u>Example</u> In case the technician /Housekeeper remain unavailable for two days in such case damages equivalent to two days of respective minimum wages shall become applicable.</p>	
4	Resolution time for minor breakdown	Meet the specified resolution timeframe for minor breakdowns.	weekly	Within one hour	Data logs as verified by GMDC site staff	<p>If the issue is not resolved within 1 hour, then the penalty/Damages will become applicable as follows:</p> <p>1>to <3hrs = Rs 250 per hour</p>	-

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
						>3 hrs = Rs 500 per hour until the issue is resolved.	
5	Resolution time for major breakdown With calibration	Meet the specified resolution timeframe for major breakdowns.	weekly	within 6 hours	Data logs as verified by GMDC site staff	If the issue is not resolved within 6 hours, then the penalty will be a Rs. 500/- per hour until the issue is not resolved. This is in addition to point No. 1.	If the breakdowns are resolved within the time consecutively 4 times in a quarter, then the incentive of Rs. 400 /- per such occurrence shall be provided. This is in addition to point No. 1
6	Resolution time for major breakdown With calibration (case to case basis)	Meet the specified replacement timeframe for major breakdowns.	On per occurrence basis	within time frame decided in consultation with GMDC	Data logs as verified by GMDC site staff	For any further delay then the time frame given by GMDC, the agency shall be penalized Rs. 400 per hour as a penalty until the work is not completed. Refer Note 2 below***.	-
7	Calibration in the specific time frame	calibration services within the specified time frame.	Monthly	-	Logbook maintenance report verified	To be done within first week of the month. For each day delay after 7 th day,	If calibration activities are performed once in a month within the prescribed timeline

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
					by GMDC site staff	Rs. 500/- per day as penalty/ damages shall become applicable.	then the incentive of Rs. 500 /- per such occurrence shall be provided.
8	Stamping in the specific time frame	Stamping services within the specified time frame.	one week before the end of year/due date or as and when required	-	Record of certificate report verified by GMDC site staff	For each day delay after prescribed timeline then penalty/ damages equivalent to Rs. 500/- per day delay as penalty.	If stamping activities are performed once a year within the prescribed timeline then the incentive of Rs. 500 /- per such occurrence shall be provided.

***Note 1:** For example, the quarterly awarded CAMC charges per weighbridge is Rs 300000. The hourly CAMC charges is derived = Rs 300000/(24 hours x 30 days x 3 months) = Rs 138 per hr. If Weighbridge is available for 20 hours in such case the Damages /Penalty is calculated as = (SLA requirement of 23 hrs – Actual availability of 20 hrs) X Rs 138 X 2 Times = Rs 828

** No additional downtime shall be provided for cleaning activities.

Activities to be considered for minor repair works but limited to (as per Sr. no. 4): undertaking regular minor maintenance including regular upkeep of weighbridges , changing / fittings of nut bolts and undertaking preventive maintenance activities, Defect attending works, etc and undertaking all regular CAMC activities as per the scope of work.

Activities to be considered for major repair works but not limited to (as per Sr. no. 5): repair and replacement of faulty Load cells sensors, connecting wires, junction box PCB, CTH/Indicators and any other civil , mechanical , electrical or electronics components

*****Note 2: Regarding major repair works of Weighbridge (Sr. no. 6):** For major breakdown repair works, depending on the case-to-case basis, a minute of meeting (MoM) shall be prepared for respective case and the team comprising of GMDC officials and agency staff shall decide a mutual date for completion of the repair work to be undertaken by the agency and shall be approved by GMDC officials. Within the approved time frame the agency shall complete the repair work at the mine premises. For the approval of timeframe, GM (Project) shall be the authorised person to provide the approval for the respective case based on the joint analysis undertaken by GMDC and agency team members. For any further delay then the time frame given, the agency shall be penalised Rs. 400 per hour as a penalty until the work is not completed. RCC related major repair work and any other work not envisaged at this time shall be considered under Sr No. 6.

The Damages under this Section shall be deducted from the quarterly payments.

B. Damages due to delay in Upgradation and or Shifting of Weighbridges

- 1. Delay in Upgradation of Weighbridge:** The Agency shall complete the work pertaining to Upgradation of Weighbridge within 45 days from the date of Notice to Proceed for Upgradation issued by GMDC / respective GM (Projects) failing which liquidated damages of 1% of value of upgradation of respective weighbridge on per day of delay shall become applicable.
- 2. Delay in Shifting of Weighbridges:** The Agency shall complete the work pertaining to shifting of Weighbridge within 30 days from the date of Notice to Proceed for shifting issued by GMDC / respective GM (Projects) failing which liquidated damages of 1% of value of shifting of respective weighbridges on per day of delay shall become applicable.
- 3. Delay in work requiring both Shifting along with upgradation of Weighbridge :** The Agency shall complete the work pertaining to shifting of Weighbridge and upgradation within 45 days from the date of Notice to Proceed issued by GMDC / respective GM (Projects) failing which liquidated damages of 1% of value of shifting and upgradation of respective weighbridges on per day of delay shall become applicable.

The applicable Damages under this Section shall be deducted from Agency's invoices when payment is due.

SECTION IV: INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. Bidding Process

- a. GMDC has adopted a two-stage online bidding system separately for Technical Bid and Financial Bid with evaluation as per Quality cum Cost Based System (QCBS) Method as per the Evaluation Method as detailed in this RFP for appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and shifting of weighbridges at GMDC's various projects (the "Bidding Process"). Technical Bid shall be submitted physically whereas Price Bid shall be submitted online through <https://gmdc.nprocure.com>. The Bidders are required to place pen drive comprising of soft copy of technical proposal/Bid as part of Technical Bid submission along with Physical copy. The Bids for which the Price Bid is submitted in hard copy / physical form/ pen drive shall be rejected as non-responsive. Complete Bid shall be submitted on or before the time and date fixed for submission of Bid ("**Bid Due Date**"). Bid delivered after Bid Due Date will be rejected.
- b. The Bidders need to offer their Bids which confirm the Scope of Work and Terms and Conditions provided as part of this RFP Document.
- c. In a first step, evaluation of Technical Bid will be carried out as specified in Clause 6.2 of SECTION IV. Based on Technical evaluation, only Bidder's meeting Responsiveness Test, Pre-Qualification Criteria and Technical Criteria as specified in clause 6.2(a), 5.1 and 5.2 respectively shall be considered qualified/ not qualified for the second stage of evaluation.
- d. In the second stage, a Price Bid Evaluation of Technically Qualified Bidders **shall be separately carried out for each package and each package shall be awarded separately. Bidder shall be required to bid for both packages. Both packages would not be awarded to the same bidder, with the winning bidder for Package 1 not being considered for Package 2. Details are provided in the evaluation section.**
- e. The Price Bid evaluation will be carried out as per Clause 5.3 and 6.2 for Package 1 first. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (the "**Composite Score**") derived based on Quality cum Cost based method (the "QCBS") specified in Clause 5.4 of RFP SECTION IV. The Bidder obtaining the Highest Composite score shall be considered as Preferred Bidder (the "**Preferred Bidder**") for Package 1.
- f. Upon determination of the Preferred Bidder for the Package 1, the Price Bid evaluation for the Package 2 will be carried out as per clauses Clause 5.3 and 6.2. The Price Bid of the Preferred Bidder for Package 1 shall not be considered for Package 2. The Bids for the remaining qualified bidders will finally be ranked from the highest to lowest according to their combined technical and price scores (the "**Composite Score**") derived based on Quality cum Cost based method (the "QCBS") specified in Clause 5.4 of RFP SECTION IV. The Bidder obtaining the Highest Composite score shall be considered as Preferred Bidder (the "**Preferred Bidder**") for Package 2.

- g. to quote Services Fees as defined in the financial bid format as provided in Annexure 9 of this RFP for executing Scope of Work as specified in SECTION II.

1.2. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully with the nature of the assignment, scope of work, all instructions, forms, terms and conditions of RFP, local conditions and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to GMDC, and attending a Pre-Bid meeting.

1.3. Acknowledgement by Bidder

By submitting the bid or proposal, the bidder acknowledges that:

- 1) Made a complete and careful examination of the RFP.
- 2) Received all relevant information requested from GMDC.
- 3) Accepted the risk of inadequacy, error, or mistake in the information provided in the RFP or furnished by or on behalf of GMDC relating to any of the matters referred to in Clause 1.2 above; and
- 4) Acknowledged that it does not have a Conflict of Interest
- 5) Agreed to be bound by the undertakings provided by it under and in terms hereof.

GMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

1.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.5. RFP Fee

- a. Bidder will need to submit a nonrefundable RFP Document/Tender Fee of **INR 17,700** (i.e., RFE fees inclusive of GST – INR 15,000 + INR 2700 GST). The RFP Document Fees shall be submitted only in the form of a Demand Draft in favour of “Gujarat Mineral Development Corporation Limited” and payable at Ahmedabad along with the Bid as per marking and sealing section.
- b. The Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for the RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in an acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- c. The Bidder registered either in DGS &D, SSI,MSME and NSIC or in the Central/ State Govt. or Central/ State Govt undertaking is not exempted by GMDC for paying RFP

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Fees, EMD, Performance Security etc. as well as no price preference over the quoted rate will be considered.

1.6. Schedule of Bidding

Event Description	Date, Time and Address						
Brief Description of work	Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges, Upgradation/ modification and shifting of weighbridges at GMDC's various projects.						
Date from which RFP documents will be available	RFP shall be available from 12/09/2024 from website http://www.gmdcltd.com & https://tender.nprocure.com						
Site Visit (Mandatory before attending Pre-Bid meeting)	<p>Bidders are requested to mandatorily undertake site visit of each of the site mentioned in the Section 2 Scope of work.</p> <p>Bidders to duly fill the form provided in Annexure 6 of this document and bring along with them to the respective mine location.</p> <p>Bidders shall undertake site visit from 13th September 2024 to 19th September 2024 at the six project sites (GMDC's mines) as per the scope of work of this RFP at the respective GMDC's mine premises. Bidder with his team (max 2-member team) shall be allowed at the mine premises with the duly filled Annexure 6.</p>						
Last date for receiving Pre-Bid queries/clarifications	<p>Bidders may send their queries by 19/09/2024 up to 17:00 hrs to the following contacts or reach out for any assistance.</p> <p>Contact Person: DGM (Maintenance) Contact numbers: 079-27913200 E-Mail: DSSHAH@gmdcltd.co.in</p> <p>Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.</p> <p>The queries are to be submitted in the following format in Excel format:</p> <table border="1" data-bbox="592 1688 1398 1980"> <thead> <tr> <th colspan="3">Bidders Request for Clarification</th> </tr> </thead> <tbody> <tr> <td>Name and Address of the Organization submitting the request</td> <td>Name and Position of the Person submitting the request</td> <td>Contact details of the Organization / Authorized Representative</td> </tr> </tbody> </table>	Bidders Request for Clarification			Name and Address of the Organization submitting the request	Name and Position of the Person submitting the request	Contact details of the Organization / Authorized Representative
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Event Description	Date, Time and Address			
			Tel: Mobile: Email:	
	Sr. No.	RFP Document Reference (Section and Page No.)	Content of RFP requiring clarification	Clarification sought
	1.			
Pre-Bid Meeting	Pre-Bid Meeting will be held on 20/09/2024 at 12.00 Hours. The venue the of pre-bid meeting will be the Corporate Office, GMDC, Ahmedabad (Gujarat).			
Online Submission of Price Bid	The Price Bid is to be submitted online only at the designated place on https://tender.nprocure.com 27/09/2024 up to 18:00 hrs. and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification. Technical Bid is not to be submitted online but should be submitted in physical offline mode after the submission of the Price Bid at the designated address by the deadline mentioned.			
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	The Technical Bid is to be submitted offline, on or before 30/09/2024 up to 18:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.			
Opening of Technical Bid	On 01/10/2024 AT 12:00 Hrs. at GMDC office			
Opening of Price Bid	To be indicated later after the completion of the Technical Evaluation			
Signing of Agreement	Within 30 days from the date of issuance of LOA.			

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Event Description	Date, Time and Address
<p>General and Important Terms and Conditions</p>	<p>GMDC reserves absolute right/discretion to accept and/or reject any or all the RFPs received or invite fresh bids at any stage or split the work between more than one Bidders as the case may be.</p> <p>The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the RFP document. Conditional RFP shall not be entertained and will be rejected summarily without assigning any reasons.</p> <p>GMDC may issue amendments/corrigendum in the RFP documents, schedule, forms etc. at any time during the period between the publication of notice and submission of bids of the RFP on the website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments /corrigendum.</p> <p>GMDC reserves the right to modify or alter any Condition of the RFP.</p> <p>The Bidders are advised to submit their price bid online on https://tender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons.</p> <p>Failure to submit a bid online in the stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, RFP processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.</p>

GMDC shall endeavor to adhere to the bidding schedule as specified above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procurement portal.

2. GENERAL

2.1. Bid Validity

- a. Bids shall remain valid for a period of not less than 180 days (One Hundred and Eighty

days) from the Bid Due Date/Bid Submission Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

- b. In exceptional circumstances, prior to the expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension and in compliance with Clause 2.5 of RFP SECTION IV in all respects.

2.2. Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such all Bids shall be disqualified.

2.3. Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2.4. Authority's Right to Accept and Reject any Bids or all Bids

- a. Notwithstanding anything contained in this RFP, GMDC reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c. Without prejudice to the generality of Clause (a) and (b) above, GMDC reserves the right to reject any Proposal/Bid if:
 - 1) The bid does not meet the Pre-qualification qualification criteria specified in this RFP.
 - 2) at any time, a material misrepresentation is made or discovered, or
 - 3) The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.

- 4) the Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid.
 - 5) Bidder submits conditional Bid.
- d. If such disqualification/rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified/rejected, then GMDC reserves the right to consider the next best Preferred Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Selection Process.

2.5. Earnest Money Deposit (EMD)/Bid Security

- a. The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount INR 6,00,000 (rupees Six Lakh only) shall be provided in favour of "Gujarat Mineral Development Corporation Ltd", in the form of Account payee only Demand Draft from any bank among the list of scheduled commercial banks in India published by RBI.
- b. The Bidder registered either in DGS &D, SSI, MSME and NSIC or in the Central/ State Govt. or Central/ State Govt undertaking is not exempted by GMDC for paying RFP Fees, EMD, Performance Security etc. as well as no price preference over the quoted rate will be considered.
- c. Any bid not accompanied by a valid Earnest Money Deposit and RFP fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- d. GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest-free. The EMD shall be furnished in Indian Rupees only.
- e. The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible upon acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- f. The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- g. GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP SECTION IV;
- ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
- iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of the LOA
 - 2) to sign the Agreement within the time period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3. DOCUMENTS AND PRE-BID CONFERENCE

3.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.4 of this section.

Notice Inviting Tender

- SECTION I: Background
SECTION II: Scope of Work
SECTION III: Service Levels Agreements
SECTION IV: Instruction to Bidders (ITB)
SECTION V: Prices and Payment Terms
SECTION VI: Contract Terms and Conditions
SECTION VII: Annexures

3.2. Clarification of RFP Documents

- a. Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in clause 1.6 of Section IV. They should send in their queries on or before the date mentioned in clause 1.6 in order to enable the Authority to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later. GMDC shall Endeavour to respond to the queries in a short span of time prior to the Bid Due Date. The responses to queries will be uploaded on the website of GMDC <http://www.gmdcltd.com> and <https://tender.nprocure.com>. GMDC is not bound to take cognizance of any queries

raised after the date mentioned in the Bid Sheet Section for sending queries.

- b. GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.
- c. GMDC may also on its own motion if deemed necessary, issue interpretations clarifications, and amendments to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority, or its employees or representatives, shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid Meeting

- a. The bidders are encouraged to visit mine site visit prior to attending the pre-bid meeting and as mentioned in this RFP document.
- b. A pre-bid meeting would be held at the time and an address specified in clause 1.6 of Section IV. Bidders shall bear their own cost of attending any pre-bid meeting.
- c. During the course of the pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- d. Clarifications/responses would be shared by uploading such responses online only at the website of Authority (i.e. <http://www.gmdcltd.com> and <https://tender.nprocure.com>) if required in the form of an addendum and or corrigendum.
- e. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

3.4. Amendment of Bidding Documents

- a. At any time prior to the Bid Due Date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/corrigendum.
- b. Any Addendum/Corrigendum issued hereunder shall be uploaded only on the Authority website <http://www.gmdcltd.com> and <https://tender.nprocure.com>,
- c. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION AND SUBMISSION OF BIDS

4.1. Language of Bid

- a. The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b. The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

4.3. Format and Signing of Bid

- a. The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- b. The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 1. by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm or Proprietorship.
- c. In case of the Bidder being a Company incorporated under the Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting the power to the person signing the Bid.

4.4. Submission Format & Sealing and Marking of Proposals

- a. The original instruments of the Bid Security of the required value and in the approved format as specified in clause 2.5 of Section IV and RFP Fees as specified in clause 1.5 of Section IV shall be sealed in an envelope on which the following shall be superscribed:

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- b. The **Technical Bid** shall be submitted in **Hard copy**. The documents and format to be submitted for Technical Bid shall be as follows.

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Sr. No	Annexure No.	Particulars
1.	1	Letter of Bid Submissions signed by the authorized signatory of Bidder
2.	2	Bidder's Organization details: Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details as may be applicable.
3.	3	Registered Chartered Accountants statement specifying audited Turnover for the last three years as per clause 5.1 of Section IV Audited Financial statements for the last three years as per clause 5.1 of Section IV
4.	4	No Blacklisting certificate on Stamp Paper
5.	5	Work Experience details
6.	6	Declaration of the Site visit
7.	7	The undertaking of information and document provided is true.
8.	8	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm), as applicable
9.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
10.		A pen drive comprising of soft copy of Technical Bid is also to be submitted as part of the Technical Bid

The documents of Technical Bid shall be submitted in hard copy (physical submission) as per the list of submittals provided in table hereinabove of this RFP and should comprise of all documents required to be submitted as per the said Annexure. All documents of the technical proposal/Bid shall be placed and sealed in an envelope on which the following shall be superscribed:

“RFP Appointment of Agency to provide Comprehensive Annual Maintenance Contract Services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects. - Technical Bid”

Both envelopes specified in sub-clause a) and b) shall be placed in outer envelopes, superscribed and delivered by the Due date as per the address given:

“RFP Appointment of Agency to provide Comprehensive Annual Maintenance Contract Services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects. – Bid submission”

Addressed to:

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

Contact Person: DGM (Purchase)

Contact numbers: **079-27913200**

E-Mail: **DSSHAH@gmdcltd.co.in**

Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.

- c. Financial Bid/ Price Bid (Online) to be filled up at designated places only on <https://tender.nprocure.com> as per the format provided in Annexure 9.
- d. The Bidders are required to submit their Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 4.5 of Section IV.

4.5. Bid Due Date

- a) The last date and time of submission of the Bids (the "Bid Due Date/Bid Submission Date") is specified in clause 1.6 of this Section.
- b) GMDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such an event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website of GMDC <https://tender.nprocure.com>.

4.6. Late Submission

- a. Physical submissions for Technical Bid and EMD&RFP fees received by GMDC after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- b. The authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nprocure. The contact details of (n)Procure are as follows:

(n)Code Solutions (A Division of GNFC Ltd.)

403, GNFC Info tower, Bodakdev,

Ahmedabad - 380054. India

Sales: 079- 4000 7323

Support: 079- 4000 7300

Email: nprocure@ncode.in

4.7. Modification and Withdrawal of Bids

- a. The Bidder shall not be able to modify any part of its Bid after the Bid Due Date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after online submission thereof. The Bidder may online modify, substitute or withdraw its bid after submission, prior to the Bid Due Date and time.
- b. Any alteration/ modification in the Bid or additional information supplied

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subsequent to the Bid Due Date, unless the same has been expressly sought for by GMDC, shall be disregarded.

5. BID EVALUATION CRITERIA

All bids must be considered responsive as described in **clause 6.2 a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet the Pre-Qualification Criteria and obtain minimum **60 marks** in the technical scores specified hereunder and will progress to the next stage of price bid opening. The Pre-Qualification criteria and Technical Score are described below.

5.1. Pre-Qualification Criteria

A Bidder must meet Pre- Qualification Criteria as specified hereunder in order to qualify for the next stage of evaluation.

Sl. No.	Pre- Qualification Criteria	Documentary Requirements
1	The Bidder can be either a registered partnership firm a Company registered in 1956/2003 or a Limited Liability Partnership ("LLP") firm 2013 or registered partnership firm or Proprietorship firm. Bidding in the form of a consortium is not allowed.	a) Company Copy of Certificate of Incorporation Copy of Memorandum of Association Articles of Association b) Limited Liability Partnership ("LLP") firm Copy of Certificate of Incorporation Copy of Deed of Partnership c) Registered partnership firm Copy of Registration certificate Copy of Deed of Partnership d) Registered proprietorship firm GST Registration, PAN
2	Bidder must have a Minimum Average Annual Turnover of Rs. 1.2 Crores from 3 consecutive Financial years out of last five financial years(FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23.)	Certificate from the Chartered Accountant
3	Bidder must have an average positive Net Worth for the last two out of four financial years of FY 2019-20, 2020-21, FY 2021-22, and FY 2022-23.	Certificate from the Registered Chartered Accountant. Audited Balance sheet and Profit & Loss statement

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Sl. No.	Pre- Qualification Criteria	Documentary Requirements
4	<p>The Bidders should have the minimum experience of having successfully completed similar works during the last 7 (seven) years ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024) as follows:</p> <p>Three similar completed works each having an amount of Rs 90,00,000 /- (Rupees Ninety lakhs only) or more during the last 7 (seven) years ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024):</p> <p>OR</p> <p>Two similar completed works each having an amount of Rs 1,10,00,000/- (Rupees One crore and Ten lakhs Only) or more during the last 7 (seven) years ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024):</p> <p>OR</p> <p>One similar completed work having the amount of Rs 1,80,00000/- (Rupees one crore and eighty only) or more during the last 7 (seven) years ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024):</p> <p><i>*Similar Completed Work*</i></p> <p>Similar completed work means Bidder should have experience with Comprehensive annual maintenance contracts of weighbridges OR Installation of Weighbridges with 1 year warranty OR upgradation of weighbridges OR Shifting of Weighbridges combination of all work/any more than one work during the last 7 years and carried out work under the single LOI/Work order/Agreement.</p>	<p>Work Order and client completion performance/ completion certificate.</p>
5	<p>The bidder shall furnish the Valid License for repair & maintenance of the Electronic Weighbridge as</p>	<p>Copies of Valid License</p>

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Sl. No.	Pre- Qualification Criteria	Documentary Requirements
	required by the State Authority of Legal Metrology documents in the Technical Bid	
6	The Bidder should give a declaration of site visit.	as per the format provided in Annexure 6 of the Tender Document.
7	The bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government / PSU as of the date of submission of bids.	An undertaking to this effect should be submitted in non-judicial stamp paper of value 300 and duly notarized.

5.2. Technical Score Criteria

The Bids of the Bidders meeting Pre-Qualification criteria shall be considered for assessment and assigning of Technical Score. The Technical Score of the Bidder shall be evaluated as per the Technical Score system provided hereunder.

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
A	Organizational Strength: Turnover and Employee Strength; Implementation References & Certifications			70
A1	Establishment of the Bidder's firm	≥ 5 years to <7 years	6	
		≥ 7 years to < 10 years	8	
		≥ 10 years	10	
A2	Average Annual audited turnover of Turnover of the Bidder in any 3 consecutive financial years out of last 5 financial years (FY 18-19, FY 19-20, FY20-21, FY 21-22, FY 22-23).	1.15> Crore to < 2.5 Crore	1	
		2.5> Crore to < 5 Crore	3	
		≥ 5 Crore	5	
A3	No. of manpower on bidder's payroll	≥ 20 to <30	6	
		≥ 30 to <40	8	
		≥ 40	10	
A4	The Bidders should have the minimum experience of having successfully completed similar works during the last 7 (seven) years	Marks per Project: 5 Maximum Projects: 5	25	

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Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
	<p>ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024) for any state or central government department, state PSU or private sector in the last seven years in India.</p> <p><i>*Similar Completed Work*</i></p> <p>Similar completed work means Bidder should have experience with Comprehensive annual maintenance contracts of weighbridges OR Installation of Weighbridges with 1 year warranty OR upgradation of weighbridges OR Shifting of Weighbridges OR combination of all work/any more than one work , during the last 7 years and carried out work under the single LOI/Work order/Agreement.</p>			
A5	<p>The Bidders should have the minimum experience of having successfully completed similar works during the last 7 (seven) years ending on the last day of August 2024 (i.e. the period from 01.08.2017 to 31.08.2024) for mining projects for any state or central government department, state PSU or private sector in the last seven years in India.</p> <p><i>*Similar Completed Work*</i></p> <p>Similar completed work means Bidder should have experience with Comprehensive annual maintenance contracts of weighbridges OR Installation of Weighbridges with 1 year warranty OR upgradation of weighbridges OR Shifting of Weighbridges OR combination of all work/any more than one work, during the last 7 years and carried out work under the single LOI/Work order/Agreement.</p>	<p>Marks per Project: 7.5</p> <p>Maximum Projects: 2</p>	15	
A6		ISO 9001:2015	2.5	

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Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
	Certifications owned by the service provider organization	Valid License for repair & maintenance of the Electronic Weighbridge	2.5	
B	<p>Approach and Methodology through Bidder's Presentation:</p> <p>The bidder to submit the complete document with Approach Methodology mechanism on task to be executed (CAMC and upgradation of weighbridges in mining sector) Bidder to submit the document. GMDC will invite Bidders meeting the Pre-qualification criteria for making the presentation on Approach and Methodology section before GMDC committee.</p>			30
	<ul style="list-style-type: none"> • Understanding of the project and CAMC in GMDC's requirements perspective • Experience pertaining to performing CAMC services for mining firms through case studies (min 2) • Suggested best fit approach and methodology with proposed solution for this work • Resource planning & distribution of roles & responsibilities and Reporting mechanism • Risk management & mitigation plan for achieving the Service Levels specified in this RFP. 			
Total (A+B)				100

****Bidder shall have to showcase different Projects for Criteria A4 and A5 in order to be considered for assigning marks.***

In case the penalty amount imposed on the bidder in any of the contract is exhausted from the threshold penalty specified in such respective contract, all such instances shall be termed as non-compliance/ poor performance. Such bidders shall be considered disqualified even if they meet the pre-qualification and technical evaluation as stated herein above.

Also, at any time during the bid evaluation process, GMDC may undertake verification and genuineness check of the submitted documents from the bidder's client. If it is found untrue then GMDC shall disqualify the bidder from participation in this tender.

Bidder must Score minimum **60 marks** out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 60 score will be declared disqualified and not be processed further for price bid evaluation stage.

5.3. Evaluation of Price Bid and Financial Score

- a) The Price Bid of only Technically qualified Bidders (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum **60 marks** in the technical score system as specified in clauses 6.2(a), 5.1 and 5.2 respectively) shall be opened. The bidders are required to fill the price bid as per the Price Bid format provided in Annexure 9 of this document.
- b) **The Price bids shall be opened Package wise.** The Price Bids for Package 1 shall be opened first. The Financial/Price Score of each bidder based on its charges/ Rates/ Service Fees for Package 1 shall be evaluated as follows:

The aggregate charges/ Grand Total prices for Package 1 as per the Price Bid format Annexure 9 shall be considered for Price Bid Evaluation and determination of Financial Score as below.

$$\text{Financial Score (Fis)} = 100 \times \text{FiL}/\text{FiC}$$

Where;

FiL is the L1 (Lowest Bidder)'s Service Fees / Grand Total Price for Package 1

FiC is the Grand Total prices for Package (s) quoted by Bidder

Services Fees refers to the Grand Total prices for Package(s) as per the Price Bid Format specified in Annexure-9.

Bidder quoting Lowest Services charges/ Grand Total Price shall be given 100 marks.

- c) The Price Bid for Package 2 shall be opened separately at a different time only upon completion of process for evaluation of Composite Score for Package 1 and identification of Preferred Bidder for Package 1. The price bid evaluation of Package - 2 shall also be carried out as per the provision set forth in sub clause (b) hereinabove however the Price Bid of the Preferred Bidder for the Package 1 shall not be considered for the evaluation of Package 2.

5.4. Composite Score

- a) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula.

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} * 0.70 + \text{Financial Score (Fis)} * 0.30$$

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

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- b) The Composite Score shall first be calculated for **Package 1**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 1** ("**Rank List Pkg 1**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1. The Preferred Bidder for Package 1 shall then not be considered for Package 2.
- c) The Price Bids for Package 2 (opened only after identification of Preferred Bidder for Package 1 at a separate time) shall be used for calculating the Composite Score for Package 2 using the same formula mentioned above. The Bidders shall be ranked in terms of Composite Score ("**Rank List Pkg 2**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 2**.
- d) The Bidder identified as Preferred Bidder for **Package 1** shall not be considered for **Pkg 2** and shall not be part of **Rank List Pkg 2**. **In other words, the same bidder shall be preferred for award of Package 1 and Package 2.**
- e) After negotiations at the discretion of GMDC, the Letter of Award (LOA) would be granted to the preferred bidders who would then be the Successful Bidder with whom the Agreement shall be signed.
- f) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for the two packages shall be used to arrive at the next Preferred Bidder. No bidder may withdraw from one package only and withdrawal in any one package will be considered withdrawal from both packages.

5.5. Credit from Parent / Subsidiary / Sister Concern for meeting the Pre-Qualification and Technical Score criteria

- i. Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre – Qualification Criteria and Technical Qualification Criteria is permitted subject to clauses specified hereunder.
- ii. In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.
 - a) *The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.*
 - b) *Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.*
 - c) *Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.*

If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).

- iii. Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm with relation to Bidding Firm.

6. EVALUATION PROCESS

6.1. Opening of Technical Bid

- (i) GMDC shall open the Technical Bids received to this RFP, at the time, date, and Place specified in clause 1.6 of Section IV in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- (ii) The Bidder's name, the presence or absence of requisite RFP Fees and Bid Security, and such other details as the Authority in its sole discretion may consider appropriate, shall be announced at the opening of the Technical Bid.
- (iii) GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 5.2.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.2 and 4.4 of Section IV** along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) Test of Responsiveness for EMD, RFP Fee, Timely and proper Submission

- 1) Prior to the evaluation of Technical Bids (i.e., Pre-Qualification Criteria), GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) The Technical Bid is submitted in Hard copy and the Price Bid is online properly as per the terms of the RFP.
 - (ii) Technical Bid is accompanied by the RFP fee and the EMD as specified in clauses 1.5 and 2.5 of ITB, respectively.
 - (iii) Physical submission of Technical Bid, RFP fee and EMD is made within the specified timeline.
 - (iv) The Bid and physical submissions are received by the Bid Due Date including any

extension thereof pursuant hereto.

- (v) It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP).
 - (vi) It does not contain any conditionality; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMDC in respect of such Bid.
 - 3) Evaluation of Pre-Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

b) Assessment of Pre-Qualification Criteria

- 1) GMDC shall examine and evaluate the Qualification of each received Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Pre-Qualification Criteria specified in clause 5.1 in order to qualify for next stage of assessment.
- 3) Assessment of technical bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting Pre-Qualification Criteria and submitted all required documents pursuant to sub clause 2) above.

c) Determination of Technical Score

- 1) GMDC shall examine and assign technical score to each pre-qualified Technical Bid as per Technical Marking System provided clause 5.2 of Section IV of Bid Evaluation Criteria Section.
- 2) Responsive and Pre-Qualified Bidders may be called to make presentation on "Approach and Methodology" by GMDC as part of the technical evaluation process.
- 3) The Bids of the Bidder determined to be responsive, meeting Pre-Qualification criteria and securing minimum score of 60 in Technical Score shall be declared Technically Qualified Bids (the "Qualified Bids"/ "Qualified Bidder").
- 4) The Financial Bids of only Qualified Bids shall be opened. Evaluation of Financial Bids of only Qualified Bids shall be carried out.

6.3. Opening of Financial Bid

- (i) The Financial/ Price Bid shall be filled up by the Bidder as per E-Tendering at designated places through <https://tender.nprocure.com> as per the indicative format specified in Annexure 9 to this RFP.
- (ii) The Price Bids of only the Bidders determined to be Responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Clause 6.2, 5.1 and 5.2 shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.
- (iii) The time and date of opening of Financial Bids shall be informed to the Bidders who are declared as Qualified Bidders pursuant to sub-clause 6.2 in advance. The Bidders' authorized representatives who are present shall be required to sign and record their

- attendance. The name of the Bidder, bid rates, etc. will be announced at such opening.
- (iv) GMDC shall allot Financial Score to each eligible bid in accordance with the provision set forth in clause 5.3.
- (v) The Price Bid shall be opened in following Order.
- a) The Price bids shall be opened Package-wise. The Price Bids for Package 1 (Kutch and Saurashtra Mines) shall be opened first. Then, the composite score shall first be calculated for package 1 . The bidders shall be ranked in terms of Composite Score obtained for Package 1 ("Rank List Pkg 1"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1.
- Upon determining the Preferred Bidder for the Package 1, the Price Bid of the Package 2 shall be opened (opened only after identification of Preferred Bidder for Package 1 at a separate time). Then, the Composite Score shall first be calculated for Package 2. The Bidders shall be ranked in terms of Composite Score obtained for Package 2 ("Rank List Pkg 2"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 2.
- b) The Bidder identified as Preferred Bidder for Package 1 shall not be considered for Package 2. In other words, the same bidder shall not be preferred for the award of Package 1 and Package 2.
- c) After negotiations at the discretion of GMDC, the Letter of Intention (LOI) would be granted to the preferred bidders who would then be the Successful Bidder with whom the Agreement shall be signed.

6.4 Composite Score

- (i) The composite score shall be calculated Package wise as per the order of priorities specified in Clause 6.3 (v).
- (ii) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in clause 5.4 for each package separately.
- (iii) The Bidder achieving "Highest Composite Score" shall be generally declared as Preferred Bidder (the "Preferred Bidder") and considered for award after following the due process including negotiation. The calculation of the Composite score shall be carried out separately for **Package 1** and **Package 2** and awarding to two separate bidders will be done based on process described in Clause 5.4 and 5.5.

6.5. Clarification of Bids and Requests for additional/missing information

To facilitate the evaluation of Bids, GMDC may, at its sole discretion, seek in writing clarifications/documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with the evaluation process at the total risk and cost of the Bidder.

6.6. Verification and Disqualification

(i) GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by GMDC, shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC thereunder.

(ii) GMDC reserves the right to reject any Bid and/or appropriate the EMD if:

- at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder is blacklisted/barred by any Government Agency.
- In case of a fraudulent Bid, the Bidder is found to be involved in fraudulent and corrupt practice.
- In case the Bidder has a Conflict of Interest.
- A bidder makes an effort to influence the Authority in its decisions on the Evaluation process/Selection process.
- while evaluating the Bid, if it comes to the Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of the proposal.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified/rejected, then GMDC reserves the right to:

- a) invite the remaining Bidders to submit their Bids or
- b) take any such measure as may be deemed fit in the sole discretion of GMDC, including annulment of the Bidding Process.

(iii) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by the issue of the LOA or entering into of the Contract, and if the Agency has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary

contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Agency or the Consultant, as the case may be, without GMDC being liable in any manner whatsoever to the Agency or the Consultant. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save, and except as required under the Bidding Documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

6.8. Correspondence with Bidder

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

6.9. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding Process. GMDC will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

7. SELECTION OF AGENCY AND SIGNING OF AGREEMENT

7.1. Notification of Award

- (i) Prior to the expiry of the Bid Validity Period, the Authority shall notify the Preferred Bidder(s) as the Successful Bidders through the letter that his/their Bid has/have been accepted (the "Successful Bidder(s)") and GMDC intends to issue Work Order to the Successful Bidder. This Letter ("Letter of Intent"/ "LOI") shall be issued, in duplicate.
- (ii) The Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, GMDC may, unless it consents to an extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of the failure of

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the Agency to acknowledge the LOI and the next Eligible and Qualified Bidder may be considered.

- (iii) The Agency shall furnish the Performance Security in accordance with clause 7.3 within 15 days from the date of LOI.
- (iv) Upon receipt of the Performance Security, GMDC shall issue Work Order to Agency with detailed terms and condition as per the RFP. The Agency shall, within 7 (seven) days of the receipt of the Work Order (the "Work Order"), sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Agency is not received by the stipulated date, GMDC may, unless it consents to an extension of time for submission thereof, appropriate the Performance Security of such Bidder as damages on account of the failure of the Agency to acknowledge the Work Order and the next Eligible and Qualified Bidder may be considered.

7.2. Signing of Agreement

- (i) After acknowledgement of the Work Order as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within 15 (fifteen) days from the date of Work Order (the "Execution Date"). The Agency shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- (ii) The Draft copy of the Agreement (the "Contract") is specified in Section VI of this RFP.
- (iii) The Agency shall get the correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Ahmedabad in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- (iv) After the signing of the Agreement, the Agency shall be called the "**Agency**".

7.3. Performance Security

- (i) The successful bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, in the form of a Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 10) as below (the "Performance Security").
- (ii) The Performance Security of the amount equivalent to 10% of Grant Total Service Charges as per the Price Bid Format (cumulative CAMC charges for all three years + Value of Upgradation work for weighbridges + Shifting and or upgradation of weighbridges) shall be submitted 15 days prior and it shall remain valid till the end of the Contract Period of three years.

- (iii) Above performance Security shall be submitted in favour of **Gujarat Mineral Development Corporation Ltd** and admissible and payable at the Ahmedabad branch from Approved Bank to Authority/ GMDC. The Performance Security shall be submitted in the form of BG./ DD
- (iv) In case the Contract Period is extended by the Authority then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (v) If the Agency fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the contract or any part thereof.
- (vi) GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) In the event GMDC requires to recover any sum due and payable to it by the Agency including but not limited to Damages; and which the Agency has failed to pay in relation thereof; and
 - b) In relation to the Agency's breach in accordance with the terms contained in the Agreement.
- (vii) At any time during the Validity Period, the Performance Security has either been partially or completely encashed by GMDC in accordance with the provision of the Agreement. The Agency shall within 15 (fifteen) days of such encashment either replenish, or provide fresh performance security, as the case may be, failing which GMDC shall be entitled to terminate this Agreement.
- (viii) At the end of the Contract Period, the Performance Security shall be returned to the Agency without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of Work/Assignment

The Agency shall commence the Work within 15 days from the date of LOI, or such other date as GMDC may inform. If the Agency fails to either sign the Agreement as specified in Clause 7.2 of this section or commence the assignment as specified herein, in such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

7.5. Proprietary Data

Subject to the provisions of Clause 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. The bidder and the Agency, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to GMDC in relation to this Project pursuant to the Scope of Work shall be the property of GMDC.

7.6. Tax Liability

- (i) The rates quoted in Price Bid Annexure 9 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.
- (ii) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of GMDC under sub Clause (a) hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder or Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date such Bidder or Agency as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner,

directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or

- (ii) after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the Project;
- (iii) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (v) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (vi) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost and effort of GMDC including consideration of such Bidder's Proposal/Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.
- b) GMDC requires that the Agency provides professional, objective, and impartial advice and at all times hold GMDC's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting the Selection Process, if the relationship between two Bidders is

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established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;

- A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.
- (1) **If Bidder is a Company:** In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Limited Liability Partnership firm. and/or
- (2) **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also held;
- a) more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its member or Associates is Company; and/or
 - b) more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Limited Liability Partnership firm. and/or
- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders, or
- D. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or
- F. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to GMDC for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present

assignment; or

- G. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

10. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) GMDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to GMDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) **No Partnership:** Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever other than as per provisions laid out in this Agreement.
- e) The Agency shall be deemed to be acting as an independent contractor of the Authority and shall not be deemed an agent, legal representative, joint venture or partner of the Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

SECTION V: PRICES AND PAYMENT TERMS

1. Prices and Payment Terms for CAMC, Upgradation and Shifting of Weighbridges for Package 1

1.1. Prices for CAMC, Upgradation and Shifting of Weighbridges for Package 1

- a) The Authority hereby covenants to pay the Prices/ Service Fees to the Agency for CAMC, the Upgradation and the Shifting of Weighbridges at the agreed price specified hereunder.

Package 1: Kutch and Saurashtra (Ghadsisa, Umarsar, and Bhavnagar)

(i) CAMC for 3 years

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly amount in Rs. (C= a* b)	Amount in Rs. For three years (D= C*12)
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighing of empty and loaded trucks to weigh all minerals and material as per the Clause 1.3 of Section II of RFP except calibration work	No of Weighbridges	12			
2	Regular Calibration of Weighbridges	No of Mines	3			
Total (1+ 2)						

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(ii) Shifting, Upgradation/ Modification and Shifting with upgradation of Weighbridges (Onetime)

Sr. No.	Description	Quantities of Weighbridges (a)	Rate per unit Rs. (b)	Total in Rs. (C= a* b)
1	No. of weighbridges to be shifted to new location (Same capacity) including calibration	2		
2	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location including calibration	2		
3	No of Weighbridges to be shifted along with upgradation (50MT to 100MT) including calibration	2		
Total (1+2+3)				

(iii) Total Price for Package 1

Sr. No.	Description	Total
1	Total for Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighment of empty and loaded trucks to weigh all minerals and materials as per the Clause 1.3 of Section II of RFP (1) + Calibration of Weighbridges (2)	As per table (i) Total (1+2)
2	Shifting, Upgradation/ Modification and Shifting with upgradation of Weighbridges	As per the table (ii) Total
Grand Total (Excluding GST)		

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- i. The prices of CAMC charges, upgradation/ modification and shifting of weighbridges shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. CAMC Charges weighbridge upgradation and Shifting charges exclusive of GST shall be taken into account for evaluation.
- ii. The Prices for CAMC, upgradation/ modification and Shifting are inclusive of all scope items related to CAMC specified in Section II.
- iii. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

1.2. Payment Terms

- i. The Payment for the CAMC shall made on a quarterly basis as per the payment terms specified in this Section V.
- ii. The payment for the upgradation/ modification and Shifting shall be made after the completion of work and subsequence testing and completion certificate issued by GM (Projects) thereof.
- iii. GMDC shall make payment for the actual nos. of days of availability of each weighbridge or calibration services provided to actual no of weighbridges on pro-rata basis. The Quarterly Running Account Bill shall be submitted to the office of the General Manager (Project) with the following documents:
 - o Monthly Weighbridge Availability Report Duly Certified by GMDC Officials for respective quarter
 - o Payment shall be made as per the availability of Weighbridges on pro-rata basis.
 - o Monthly Maintenance carried out report along with consumption of consumables & spares etc. duly Certified by GMDC Officials for months of respective quarters
 - o Daily Inspection Measurement Register duly signed by Agency and authorized representative of GMDC.
- iv. The mode of payment will be by RTGS.
- v. The Running Account bills, submitted at the office of the General Manager (Project) will be processed there considering the following deductions.
 - o An ad-hoc payment of 80% of the payable amount arrived after considering the above deduction will be paid by the office of the G.M. [Project], within 30 days of submission of the bill along with its details.
 - o The bill shall then be sent to GMDC's Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Running account bills shall become payable by the Project by calculation deductible Damages / Penalties or payable additional incentives as per the section III of RFP

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within 30 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.

- vi. Extra Item clause: Cost of any additional services provided other than the scope specified in the RFP for which no rate is specified in this contract, such items / Services shall be supplied/ provided and paid for at a rate of Prevailing Market rates charged to other parties by the Agency or prevailing market rates for similar items available in the market plus reasonable 15% for overheads and administrative charges of Agency.

2. Prices and Payment Terms for CAMC, Upgradation and Shifting of Weighbridges for Package 2

2.1. Prices for CAMC , Upgradation and Shifting of Weighbridges for Package 2

- a) The Authority hereby covenants to pay the Prices/ Service Fees to the Agency for CAMC the Upgradation and Shifting of Weighbridges at the agreed price specified hereunder.

Package 2: South Gujarat (Tadkeshwar, Rajpari and Damlai)

(i) CAMC for 3 years

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly Amount in Rs. (c= a* b)	Amount in Rs. For three years (D= C*12)
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighing of empty and loaded trucks to weigh all minerals and material as per the Clause 1.3 of Section II of RFP	No of Weighbridges	13			

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	except calibration work					
2	Calibration of Weighbridges	No of Mines	3			
Total (1+ 2)						

(ii) Upgradation/ Modification and Shifting for Weighbridges (Onetime)

Sr. No.	Description	Quantities of Weighbridges (a)	Rate per unit Rs. (b)	Total in Rs. (C= a* b)
1	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location	1		
2	No. of weighbridges to be shifted to new location (Same capacity)	4		
3	No of Weighbridges to be shifted along with upgradation (50MT to 100MT)	4		
Total (1+2+3)				

(iii) Total Price for Package 2

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Sr. No.	Description	Total
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighing of empty and loaded trucks to weigh all minerals and materials as per the Clause 1.3 of Section II of RFP (1) + Calibration of Weighbridges (2)	As per table (i) Total (1+2)
2	Shifting, Upgradation/ Modification and Shifting with upgradation of Weighbridges	As per the table (ii) Total
Grand Total (Excluding GST)		

- iv. The prices of CAMC charges, upgradation/ modification and Shifting of weighbridges shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. CAMC Charges, weighbridge upgradation and Shifting charges exclusive of GST shall be taken into account for evaluation.
- v. The Prices for CAMC, upgradation/ modification and Shifting are inclusive of all scope items related to CAMC specified in Section II.
- vi. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

2.2. Payment Terms

- vii. The Payment for the CAMC shall made on a quarterly basis as per the payment terms specified in this Section V.
- viii. The payment for the upgradation/ modification and Shifting shall be made after the completion of work and subsequence testing and completion certificate issued by GM (Projects) thereof.
- ix. GMDC shall make payment for the actual nos. of days of availability of each weighbridge or calibration services provided to actual no of weighbridges on pro-rata basis. The Quarterly Running Account Bill shall be submitted to the office of the General Manager (Project) with the following documents:
 - o Monthly Weighbridge Availability Report Duly Certified by GMDC Officials for respective quarter
 - o Payment shall be made as per the availability of Weighbridges on pro-rata basis.

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- Monthly Maintenance carried out report along with consumption of consumables & spares etc. duly Certified by GMDC Officials for months of respective quarters
- Daily Inspection Measurement Register duly signed by Agency and authorized representative of GMDC.
- x. The mode of payment will be by RTGS.
- xi. The Running Account bills, submitted at the office of the General Manager (Project) will be processed there considering the following deductions.
 - An ad-hoc payment of 80% of the payable amount arrived after considering the above deduction will be paid by the office of the G.M. [Project], within 30 days of submission of the bill along with its details.
 - The bill shall then be sent to GMDC's Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Running account bills shall become payable by the Project by calculation deductible Damages / Penalties or payable additional incentives as per the section III of RFP within 30 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.
- xii. Extra Item clause: Cost of any additional services provided other than the scope specified in the RFP for which no rate is specified in this contract, such items / Services shall be supplied/ provided and paid for at a rate of Prevailing Market rates charged to other parties by the Agency or prevailing market rates for similar items available in the market plus reasonable 15% for overheads and administrative charges of Agency.

SECTION VI: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the _____ day of _____, 20_____

BETWEEN

Gujarat Mineral Development Corporation Limited, a company incorporated under the Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 (hereinafter referred to as the "Authority/GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART;

AND

_____, (i.e. Name of the Agency) having its registered office at _____, hereunder referred to as the "**Agency**" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

GMDC and the Agency are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. GMDC vide its Request for Proposal, dated ____ invited Bids from competent parties through the transparent and competitive bidding process for "**RFP for appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges, Upgradation/ modification and Shifting of weighbridges in GMDC's various projects.**" As per the terms specified in RFP and this Agreement (hereinafter called the "**Project**");
- B. Pursuant to the evaluation of the bids received, GMDC has accepted the bid of the Agency dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a LOI no ___ dated ___ and Work order No. _____ dated _____ accepting the particular Bid Proposal.
- C. The Agency has accepted the LOI and Work Order by its letter dated _____, and _____ respectively requiring inter alia the execution of the Contract. GMDC hereby agrees to **appoint the Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects** on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (GMDC and Agency) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement (the "Agreement"):

This Agreement along with all Annexure/schedule hereto.

1. Request for Proposal Document issued by GMDC in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
2. LOI No _____ issued on _____
3. Work Order No _____ issued on _____.
4. Performance Security as per _____
5. Scope of Work provided in RFP SECTION II (which shall be placed as Schedule I in the contract when it is executed).
6. Payment Terms provided in RFP SECTION V (which shall be placed as Schedule III in the contract when it is executed).
7. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy/conflict in the terms of the above-referred documents or interpretation thereof, the provisions of the more recent document, date-wise, shall prevail over the older document.

1. GENERAL

1.1. Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations applicable to the Project;
- b. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement.
- c. **"Authority"** or **"GMDC"** means the Gujarat Mineral Development Corporation Limited [including without limitation its authorized representatives];
- d. **"Agency"** means an agency selected for Providing Comprehensive Annual Maintenance Contract services for Weighbridge as well as Upgradation / modification services for weighbridges.
- e. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
- f. **"Contract Period"/" Agreement Period"** shall have a meaning specified in clause 2.9

- g. **“Comprehensive Annual Maintenance Contract /CAMC”** shall include (i) major maintenance comprising of repair and or replacement of faulty load cell sensors, connecting wires, junction box CTH/Indicators and any other civil , mechanical , electrical or electronics components so as to maintain Service Levels (ii) undertaking regular minor maintenance including regular upkeep of weighbridges , changing / fittings of nut bolts and undertaking preventive maintenance activities (iii) Undertaking all activities including scope of work as specified in clause 3 of Section II of this RFP.
- h. **“Day”** means calendar day.
- i. **“Dispute”** shall have a meaning specified in clause 9
- j. **“Effective Date”** shall have the meaning specified in clause 2.1.
- k. **“Encumbrance”** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to this Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Facility premises.
- l. **“Force Majeure”** shall have a meaning specified in clause 4.
- m. **“Good Industry Practices”** shall mean such relevant standards with respect to the industry as are considered to be standard either through their publication or expression by a recognized central industry body or association of that industry or Government or if such are not published then those which are accepted as standard through popular practice.
- n. **“Insurance”** shall have a meaning specified in clause 3.10
- o. **“Local Currency”** means Indian Rupees.
- p. **“Material Breach”** means a breach serious enough to destroy the value of this Agreement and to give a basis for an action for breach of Agreement.
- q. **“Party”** means the “Authority” or the Agency, as the case may be, and **“Parties”** means both of them.
- r. **“Performance Security”** shall have a meaning specified in clause 8.1
- s. **“Personnel”** means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof.
- t. **“Project”** shall mean the Packages 1 or Packages 2 as awarded to the Agency.
- u. **“Scope of Work (SOW)/Scope of Services”** means the work to be performed by the Agency pursuant to this Contract, as described in RFP SECTION II.
- v. **“Third Party”** means any person or entity other than the “Authority”, or the Agency.

1.2. Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies,

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.

- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include the other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - (i) Between the Articles and the Schedules, the Articles shall prevail:
 - (ii) Between any value written in numerals and that in words, the latter shall prevail.

1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal between GMDC and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

The mutual rights and obligations of GMDC and the Agency shall be as set forth in the Agreement, in particular:

- a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- b) GMDC shall make payments to the Agency in accordance with the provisions of the Agreement and services provided based on Scope of Work specified in Section II of RFP.

1.5. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad, India shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of Content and Heading

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, Speed Post to such Party at the address specified hereunder.

If to Authority.

Contact Person: DGM (Purchase)

Contact numbers: 079-27913200

E-Mail: DSSHAH@gmdcltd.co.in

Address: Khanij Bhavan, 132 ft Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad.

If to the Agency.

1.9. Location

The Services hence be performed at GMDC's Mines site and at any location incidental to fulfilling the scope as per the required Scope of Work.

1.10. Authorized Representative

- a) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Agency may be taken or executed by the officials specified hereunder.
- b) GMDC may, from time to time, designate one of its officials as GMDC Representative. Unless otherwise notified, the GMDC Representative shall be GM (Purchase).
- c) The Agency may designate one of its employees as the Agency's Representative. Unless otherwise notified, the Agency's Representative shall be: _____

2. GENERAL TERMS

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Use of the Facility

The Agency shall not use the Project site (the "Facility") for any purpose other than for the purposes specified in the Scope of Work. The Agency shall not at any time do, cause or permit any nuisance on the Project site/ do anything which shall cause unnecessary disturbances or illegal activities.

2.3. Rights and Title over the Project Site

The Authority shall remain the sole owner of the Project. The Agency hereby assures and undertakes that:

- a) It shall have rights to use the Project facility only for the purpose of CAMC of weighbridges or Upgradation/ modification and or shifting of weighbridges as per the Scope of Work during the Contract Period and in accordance with the provisions of this Agreement.
- b) It shall not Part with or create any Encumbrance on the whole or any part of the Project Site.
- c) The rights are being granted to the Agency purely for the specific purpose of CAMC and Upgradation/Modification and /or shifting of Weighbridges during the Contract period. The property shall remain fully controllable by the Authority. Under no circumstances shall this Agreement create any interest of the Agency in the property of any nature analogous to lease, ownership, partial or full title. The Authority shall continue to possess the right to evict the Agency from the site at any time as per the terms and conditions of this Agreement.
- d) Under no circumstances does the Agency shall have any rights over the land, property, buildings, utilities, equipment or any structure standing on the site of the Project other than those rights which are expressly given under this Agreement and the Agency agrees to vacate the Project facility peacefully at the end of the Agreement Period.

2.4. Ownership of Weighbridge

- a) Authority will be the sole owner of the weighbridges at each mine site.
- b) Authority shall remain the sole owner of the data generated at all times during the Contract period for all mines/project locations. The Agency shall not have any claim on and for such data and shall not for any reason withhold such data from Authority.
- c) The Agency shall not share, sell or in any manner use the data created out of this Project.

2.5. Existing Structure and Surroundings of the Facility

The Agency shall have to ensure that any of its activities at the Project site during the Agreement Period shall not cause any damage to any existing assets or third party. The cost /compensation for any such damage caused by the Agency shall have to be borne solely by itself if such damages are caused by negligence of staff deployed by the Agency.

2.6. Facility to be free from Encumbrances.

The Agency shall not part with or create any encumbrance on the whole or any part of the Project or Project site and shall not place or create nor permit any Contractor or other person to place or create any encumbrance or other interest over all or any part of the Project/ Project site, save and except as may be expressly provided in this Agreement.

2.7. Entire Agreement

- a) This Agreement and the Annexes/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- b) Without prejudice to the generality of the provisions of Clause 2.7 (a), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.8. Modification of Agreement

- a) Modification of the terms and conditions of this Agreement, including any modification of the scope of the supply and services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.
- b) Without Prejudice to the provision stated in subclause a) hereinabove, the Managing Director, GMDC shall have the right to take suitable decisions and action in case of requirement to amend/ alter the Agreement conditions/ scope of the supply and services/ extension of the Contract Period/ allotment of additional quantities of work/ fees etc., if necessary, after considering the conditions prevailing at that time.
- c) For any reason, if it is required, the GMDC reserves the right to cancel, terminate, amend and/or alter the contract and/or bifurcate and/or increase and/or reduce

the contract services or supply at any time without giving any notice or reason to the Agency and without incurring any responsibility. For such cases, the Agency shall have to take away his staff and leave the site at once or shall have to carry out the instructions of the GMDC.

2.9. Agreement Period / Contract Period

- a) Unless terminated earlier pursuant to Clauses 4.5 or 9.2 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub-clause (b) hereunder, **the Agreement shall remain in force for a period of Three Years from the Effective Date (the "Contract Period")**. Upon Termination, GMDC shall make payments of all amounts due to the Agency hereunder for which the services were delivered.
- b) Subject to the satisfactory performance of the Agency during the Contract Period, the Authority may, at its sole discretion, extend the Maintenance Period by one year upon mutual consent at terms which may be discussed and fixed thereupon.

3. OBLIGATIONS OF THE AGENCY

3.1. Scope of Work

The Scope of Work to be performed by the Agency is specified in the RFP SECTION II. The Agency shall be required to execute the Scope of Work professionally and diligently and in adherence to the timelines specified therein.

3.2. Standard of Performance

- a) The Agency shall perform the scope of work and carry out their obligations stated in this Agreement with all due diligence, in accordance with generally accepted professional practices, and shall observe sound management practices, and employ appropriate, safe and effective methods.
- b) The performance of the Agency shall be assessed based on the Service Level Agreements specified in Section III of the RFP.

3.3. Responsibilities during the Comprehensive Annual Maintenance, Shifting and Upgradation of Weighbridges

- a) The Agency shall undertake the Scope specified in Section II pertaining to the CAMC, Shifting and Upgradation of Weighbridges diligently and with utmost care.
- b) The Agency shall ensure utmost availability of the deployed manpower at project site during the Contract Period.
- c) The Agency shall adhere to the Service Levels specified in RFP Section III, failing which the damages for the non-performance specified therein shall apply to the

respective agency by the Authority.

3.4. Applicable Laws

The Agency shall perform the scope of work in accordance with the Applicable Laws and shall take all practicable steps to ensure the Personnel and agents of the Agency comply with the Applicable Laws.

3.5. Conflict of Interest

The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.6. Agency not to Benefit from Commission, Discounts etc.

The remuneration of the Agency pursuant to Payment Terms specified in RFP SECTION V hereof shall constitute the Agency's remuneration in connection with this Contract and services and, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the supply and services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any Personnel and agents of them, similarly shall not receive any such additional remuneration.

3.7. Agency and Affiliates not to engage in Certain Activities

- (a) The Agency shall hold the GMDC's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments.
- (b) The clause shall not prohibit the Agency from serving competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities. However, in such cases, the Agency agrees to a professional responsibility to maintain the confidentiality of GMDC's information.

3.8. Confidentiality

The Agency and their personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; (d) which is required to be submitted to any regulatory, statutory or governmental authority; (e) information related to contract's scope which the Agency can share as the credential of the Agency in future after the 1 (one) year beyond the contract period.

3.9. Reporting Obligations

The Agency shall submit to GMDC the documents, log sheets, reports, etc. as mutually agreed from time to time and within the time periods set forth in the RFP Section II. Additionally, the Agency shall also submit monthly and quarterly reports about the performance as defined in RFP Section II.

3.10. Insurance to be taken out by the Agency.

- (i) The Agency shall ensure that the insurance policy/policies/ Mediclaim for the personnel deployed by the Agency are kept alive till the full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Agency and it shall be deemed to have been included in the rate.
- (ii) In the event of the Agency's failure to effect or to keep in force the insurance referred to above or any other insurance which the Agency is required to effect under the sub clause (i) herein above, GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Agency.

3.11. Indemnity

- (i) The Agency shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including the manpower employed at the project site as well as the assets deployed by the Agency to perform the scope of work specified under this Contract or any asset /equipment deployed by the Agency for the execution of the scope pertaining to this Contract.
- (ii) The Agency shall indemnify GMDC for any physical damage to the Project that occurred due to reasons attributable to the Agency/its staff. On the occurrence of such events, the Agency shall cure the Project at its costs and reinstate the Project at its original condition.
- (iii) The Agency shall indemnify GMDC and hold it harmless against all claims, liability, loss including damage or expense including counsel/legal fees arising from or by reasons of an action with respect to any part of the execution of Scope of Work.
- (iv) The Agency shall also fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to:
 - Failure of Agency to comply with Applicable laws and Applicable permits.
 - Payment of taxes required to be made by the Agency in respect of income or other taxes of the Agency's contractors, Agency and representatives.

- Non-payment of amounts due as a result of materials or services furnished to the Agency or any of its contractors which are payable by the Agency and its contractors.
- (v) The Agency shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond the control of the Agency or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- (vi) The Agency shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take an insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

3.12. Safety Obligations

- (i) The Agency shall be responsible for the safety of its staff deployed and it shall bear all financial, and legal liabilities associated with any safety incident.
- (ii) The Agency shall take the highest precautions for the safety and security of its staff while carrying out its responsibilities.
- (iii) The Agency shall bear complete responsibility for the safety and security of the Project/ staff employed throughout the Contract Period.
- (iv) All costs and expenses arising out of or relating to meeting the Safety requirements or for making any corrections in the Project facility for safety purposes shall be borne by the Agency.
- (v) During the course of this Agreement, the Agency must satisfy all safety requirements as per the statutory requirements and Good Industry Practice. The Agency shall also ensure that safety requirements are followed without any deviations throughout the Contract Period at its own cost.

3.13. Accounting, Inspection and Auditing

- (i) The Agency shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC.
- (ii) Any such inspection shall be subject to prior notice. Nothing herein shall obligate the Agency to disclose to the Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with the Agency's business, payroll information, or information or material that constitutes, in the opinion of Agency's legal counsel, legally privileged documents

or information that Agency is bound to maintain as confidential by the written obligation to a third party

3.14. Statutory Obligations

- i. The Agency shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.
- ii. The agency shall get his own License under the Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- iii. The agency shall be responsible for enrolling his employees, deducting, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactments covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Agency shall also furnish a copy of such statements as documentary proof to the GMDC.
- iv. The agency not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Agency to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- v. The agency has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- vi. The agency shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- vii. Every person deployed by the agency must wear safety gadgets to be provided by the agency.
- viii. Any statutory clearance, permission required for the work, its completion, commissioning shall be in the agency's scope.
- ix. The Agency will be required to obtain License from the office of the Labour Commissioner for the required strength of labour before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- x. The Agency would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- xi. The Agency shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract.

xii. The Agency will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.

- The Mines Act, 1952
- Legal Metrology Act, 2009
- The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
- The Electricity Act, 2003 and rules made there under
- The Minimum Wages Act, 1948
- The Employees Compensation Act 1923 and Amendment Act 2010
- The Payment of Wages Act 1936 and Amendment Act 2012
- Payment of Bonus Act 1965 and amended up to date
- Contract Labour Regulations & Abolition Act 1970
- Interstate Migrant Workmen (Regulations) Act 1979

xiii. The agency shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

xiv. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the agency for which GMDC will not be responsible for any compensation.

4. FORCE MAJEURE

4.1. Force Majeure Event

As stated in this Agreement, Force Majeure Event means the occurrence of any act, event or circumstance or a combination of events and circumstances which affects the Party claiming such Force Majeure Event from performing its obligations under this Agreement ("Affected Party"), which act or event satisfies all the following conditions:

- i. It is beyond the reasonable control of the Affected Party and materially and adversely affects the performance of an obligation by a Party;
- ii. The Affected Party could not have prevented or reasonably overcome the event or circumstance with the exercise of Good Industry Practices or reasonable skill and care.
- iii. It does not result from the negligence or misconduct of the Affected Party or the failure of such Party to perform its obligations hereunder; and

- iv. Any consequences of which, prevent, hinder or delay in whole or in part the performance by such Party of its obligations under this Agreement.

Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy each of the requirements set forth in this Clause.

- a) An act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, act of terrorism, Industrywide or statewide or India wide strikes or industrial action which prevents the operation of the Facility for a period exceeding a continuous period of 10 (Ten) days in an accounting year.
- b) The occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, fire or explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous substance is brought to or near the Facility by the Agency or any Affiliate of the Agency or any Contractor or any such affiliate or any of their respective employees, servants or agents;
- c) Strikes, go-slows and/ or lockouts or other industrial action or labour disputes which are in each case widespread, nationwide or political and other than those involving the Agency or their respective employees/representatives or attributable to any act or omission of any of them.
- d) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal waves, floods, storms, cyclones, typhoons or tornados, and other unusual or extreme adverse weather or environmental conditions or actions of the elements within India;
- e) Epidemic or plague or pandemic within India;
- f) Compliance with a request from the Authority pursuant to the directions of any Government decree, the effect of which is to close all or any part of the Facility.
- g) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Agency in any proceedings for reasons other than the failure of the Agency to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority;
- h) Any public agitation which prevents the operation of the Facility for a continuous period exceeding 10 (Ten) days in an accounting year.
- i) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to

renew or grant without valid cause any consent or approval required by the Agency or any of the Contractors to perform their respective obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Agency's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

- j) Any event or circumstances of a nature analogous to any events set forth above within India.

Provided that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure Event:

- failure or inability to make any payment
- the effects of market conditions

- k) Procedure in Case of Force Majeure Event

If a Party (i.e. Affected Party) claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of 15 days and describe in detail:

1. the Force Majeure Event(s) that has occurred,
2. the date of commencement, nature and estimated duration of such event of Force Majeure Event
3. the manner in which the Force Majeure event affects the Affected Party's obligation(s) under this Agreement.
4. the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage in terms of Clause 4.4 of this Agreement, and
5. any other relevant information.

Within 15 days following the date of such notice of such event of Force Majeure Event, the Affected Party having invoked such Force Majeure Event as a cause for such delay shall submit to the other Party sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Affected Party shall be excused from its obligations as per Clause **4.6** of this Agreement.

4.2. Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.2 if the Affected Party is rendered unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations as per Clause 4.6

to the extent it is unable to perform the same on account of such Force Majeure Event.

In the event the Affected Party is the Agency and is unable to perform the entire scope of work as stipulated in this Agreement, the Contract timelines shall be extended suitably by the period for which the entire operations for the Project have been suspended due to the said Force Majeure Event. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for payment due up to the Services Delivered as per Scope of Work completed.

- (ii) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement.

4.3. Mitigation and Consultation

- a) During the period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume the performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure Event. The other Party shall afford all reasonable assistance to the Affected Party in this regard.
- b) Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.4. Termination

- a) If the Force Majeure event continues for more than 30 (thirty) days, then either Party shall have the right to terminate this Agreement by giving a notice of 30 days in respect thereof ("Termination Notice") and the date on which such termination shall become effective shall be called the "Termination Date".
- b) In case of Termination, Authority shall.
 - 1) Retain possession and control of all assets/ equipment used in the Project along with the purchased spares forthwith.
 - 2) Prohibit the Agency and any person claiming through or under this Contract from entering upon the assets /dealing with or any part thereof.

- 3) Appoint another party that may carry out the remaining obligations of the Agency.
- 4) The Authority shall return Performance Security to the Agency.

4.5. Excuse from the performance of obligations by the Party affected by Force Majeure.

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations, upon delivery of the notice of the occurrence of a Force Majeure Event to the other Party to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event [and to cure the same with due diligence.
- c) When the Affected Party is able to resume the performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume the performance of its obligations hereunder.
- d) Where the Affected Party is the Agency and the Force Majeure Event has reduced the Agency's incapable/ unable to perform the Scope of work, then in such an event the payment shall stand suspended until such time as the Agency resumes activities in terms of the Agreement.

4.6. Liability for other losses, damages etc. in case of Force Majeure Event:

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Clause.

5. SUSPENSION OF AGREEMENT

GMDC may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Agency of such notice of suspension.

6. OBLIGATIONS OF GMDC

6.1. Assistance in clearance

Unless otherwise specified in the Agreement, GMDC shall make best efforts to ensure that GMDC shall:

- a) provide rights to the Agency to execute the Scope of Work.
- b) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services.
- c) issue to officials, agents and representatives of GMDC all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

6.2. Payment

In consideration of the supply and services performed by the Agency under this Agreement, GMDC shall make to the Agency such payments and in such manner as is provided in RFP Part – V.

6.3. Documents and Other Support

GMDC shall provide all necessary information/documents/data subject to internal and external confidentiality requirements. A Non – disclosure Agreement will be signed whenever deemed necessary by GMDC.

7. PAYMENT TO THE AGENCY

Authority shall make payment to the Agency as per the terms specified in SECTION V of the RFP.

8. EVENT OF DEFAULT AND TERMINATION

8.1. Event of Default

Event of Default means the Agency's Event of Default or the Authority's Event of Default or both as the context may admit or require (the "Event of Default").

a) Agency Event of Default

Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of an Authority Event of Default or a Force Majeure Event.

- (1) If the Agency does not fulfil the scope of work within the period specified in Clause 2.2 above and Liquidated Damages/ Penalties thereof exceed 10% of the Contract Value/ Contract Price .

- (2) Any representation made by the Agency under this Agreement is found to be false or misleading.
- (3) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (4) The Agency creates any Encumbrance on the Project in favour of any person save and except as otherwise expressly permitted under this Agreement.
- (5) If the Agency fails to furnish Performance Security as per the terms of the agreement.
- (6) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5, within 30 (thirty) days of receipt of such notice of suspension or within such further period as GMDC may have subsequently granted in writing;
- (7) The Agency is in material breach of its obligations stated in this Agreement.
- (8) The Agency repeatedly fails to fulfil its obligations.
- (9) The Performance Security has been encashed and appropriated in accordance with the RFP conditions and the Agency fails to replenish or provide Fresh Performance Security within 30 (Thirty) days.
- (10) Agency submits to the Authority any statement which is false in material particulars, and which has a material effect on the Authority's rights, obligations or interests.
- (11) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency company.
- (12) If there is a defect/ deviation from the terms of this Agreement and the Agency fails to correct it within a reasonable time provided by the Authority as per the terms of the agreement.
- (13) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or the Agency is ordered to be wound up by the Court except for amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this Agreement and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Agency as at Commencement Date; and
 - each of the Project Agreements remains in full force and effect.
- (14) The Agency suspends the services at the Project without any prior written consent of Authority, provided that the Agency shall be deemed not to have suspended/

abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by Authority or of Authority under the State Support Agreement.

- (15) The Agency repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (16) The Agency is otherwise in Material Breach of this Agreement or commits a default in complying with any other provision of this Agreement.
- (17) Repeatedly non-adherence to obligations stated in this Agreement
- (18) In case of repeated breach of the Agency's obligations specified elsewhere in this Agreement.
- (19) If the Agency fails to make any payments/damages/penalties due to Authority within the period specified in this Agreement or extended period as mutually agreed by the Parties without any valid reason.
- (20) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to provisions of this Agreement.
- (21) if the Agency's staff is found to be involved in theft/ illegal activities and if such staff members are not replaced by the Agency.
- (22) If Agency is found in breach of any statutory obligations under this contract.

b) Authority Event of Default

The following events shall constitute events of default by Authority (each an "Authority Event of Default") unless any such Event of Default has occurred as a result of Agency Event of Default or due to a Force Majeure Event:

- (1) Authority is in material breach of this Agreement and has failed to cure such breach within 30 (Thirty) days of receipt of notice on that behalf from the Agency.
- (2) Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- (3) The authority has by an act of commission or commission created circumstances that have a material adverse effect on the performance of its obligations by the Agency and has failed to cure the same within 30 (Thirty) days of notice thereof by the Agency.
- (4) Any representation made by the Authority under this Agreement is found to be false or misleading.

8.2. Termination due to Events of Default and Termination Payment

a) Termination for Agency's Event of Default

Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of an Agency Event of Default, Authority shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Agency, provided that before

issuing the Termination Notice, Authority shall by notice in writing of 30 (thirty) days inform the Agency of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (the Cure Period), the Authority shall be entitled, to terminate this Agreement with 30 (Thirty) days' Termination Notice.

Provided further, that- Upon Termination by the Authority on account of the occurrence of an Agency Event of Default, no Termination Payment shall be due or payable to the Agency. Further, the Authority shall be entitled to encash and forfeit the Performance Guarantee.

b) Termination for Authority Event of Default

Upon the occurrence of an Authority Event of Default, Agency shall be entitled to terminate this Agreement by issuing a Termination Notice of 30 days in writing to the Authority, provided that before issuing the Termination Notice, Agency shall by a notice in writing inform the Authority of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) Agency shall be entitled, to terminate this Agreement by issuing the Termination Notice. Upon Termination on account of an Authority Event of Default, no termination payment shall be due or payable to the Agency and the Authority shall return to the Agency, subject to its rights to deduct any amounts due and payable by the Agency, within 30 days of such termination.

8.3. Rights of Authority on Termination

- (i) **Upon Termination of this Agreement for Agency Event of Default**, Authority shall have the power and authority to:
 - 1) Retain possession and control of all assets used in the Project forthwith.
 - 2) Prohibit the Agency and any person claiming through or under the Agency from entering upon the project assets /dealing with or any part thereof.
 - 3) Authority shall forfeit the Performance Security.
 - 4) Appoint another party or Agency that may carry out the remaining obligations of the Agency.
 - 5) In case where contract of Package 1 agency is terminated then GMDC can appoint Package 2 agency to perform the tasks of package 1 at the contracted rate of package 1 agency and this shall apply vice versa. Any additional cost incurred by GMDC for completion of remaining work/ tenure of CAMC/Upgradation/ Shifting of Weighbridges shall be borne by the terminated Agency.

- 6) The Agency shall continue the CAMC work at the awarded rate till the time new Agency is onboarded.
- (ii) **Upon Termination of this Agreement for Authority Event of Default**, Authority shall have the power and authority to:
 - 1) Retain possession and control of all assets used in the Project.
 - 2) Prohibit the Agency and any person claiming through or under the Agency from entering upon the assets /dealing with or any part thereof.
 - 3) Appoint another party or Agency that may carry out the remaining obligations of the Agency.
 - 4) GMDC shall make the payments to the Agency as per the provision outlined in RFP Part V hereof for Services performed prior to the date of termination.
 - 5) The authority shall return Performance Security

8.4. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 9.2 and 4.5 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.2 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

9. DISPUTE RESOLUTION

9.1. Amicable Solution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Scope of Work /Payment between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by GMDC and Agency in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to a committee of two senior executives of each GMDC and the Agency, for the time being for amicable settlement. Upon such reference, the committee shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to an independent Dispute Review Expert (also referred to as an adjudicator) who may be an impartial person of experience in legal / dispute matters and both parties mutually select Dispute Review Expert.

- (c) The Dispute Review Expert shall give a decision in writing within 28 days of receipt of Notification of the Dispute. Reimbursable expenses pertaining to the Dispute Review Expert shall be divided equally between GMDC and the Agency. Either Party may refer a decision of the Dispute Review Expert to the Arbitrators within 28 days of the Dispute Review Expert's written Decision as per the agreement. If neither party refers the dispute to Arbitration within the next 28 days, the decision of the Dispute Review Expert will be final and binding.

9.2. Arbitration

(a) Arbitrators

Any Dispute/questions/differences whatsoever, which may at any time arise between the parties to this Contract or any matter arising out of or in relation thereto and which is not resolved amicably as provided in Clause 9.1 shall be finally settled by binding Arbitration under the Arbitration and Conciliation Act, of 1996. The Dispute shall be referred for fast-track Arbitration to the sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendment thereto (clause 29B of said act).

(b) Place of Arbitration

The place of arbitration shall be Ahmedabad. The Language of the Arbitration shall be in English only.

(c) Procedure

The procedure to be followed within the arbitration, including the appointment of the arbitrator / arbitral tribunal, and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

(d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction in Ahmedabad only.

(e) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

9.3. Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute, difference or claim or until

the amicable solution or arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.

10. FAIRNESS AND GOOD FAITH

10.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

10.2. Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 10.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9.2 hereof.

11. MISCELLANEOUS

11.1 Assignment and Charges

- (a) Notwithstanding anything contained herein in this Agreement, the Agency shall not assign, in whole or in part, any right or delegate any duty/ rights/ obligations under the Agreement to any third party.
- (b) The Agency shall not create nor shall permit to subsist any encumbrance over Project premises except with prior consent in writing of Authority, which consent Authority is entitled to decline without assigning any reason whatsoever.

11.2 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

11.3 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12. Subcontracting/ Subletting

Subcontracting of the Work is not permitted in normal course. However in unusual circumstances requiring help of external agencies/ experts, the Agency can subcontract the work upon prior approval of GMDC.

SECTION VII: ANNEXURES

Annexure 1: Letter of Bid Submission

{On Bidder's letterhead}

Dated: -----

To,

Deputy General Manager (Purchase)

Gujarat Mineral Development Corporation Ltd

Khanij Bhavan,

132-Ring Road, Gujarat University Ground, Vastrapur,

Ahmedabad- 380052.

Subject: RFP for appointment of Agency to provide Comprehensive Annual Maintenance Contract Services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

Dear Sir/Madam:

We, the undersigned, offer to Supply, Install, commission and provide maintenance services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid as follows.

A. Physical submission of

- (i) Technical Bid- Pre-Qualification and Qualification documents and**
- (ii) RFP Fee and EMD as per the requirement of the RFP**

B. Online submission of Price Bid: Price Quote per the provisions of RFP.

We are submitting our Bid in an individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of our price bid. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder's Organization details

1. [Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. The Bidder shall be a legal entity registered in India under the relevant legislation. In order to meet the above requirements, the Bidder may submit any of the following documentary evidence as applicable. Certificate of registration in India, GSTIN certificate, PAN details OR Partnership deed, GSTIN registration, PAN details OR Incorporation certificate, MOA, AOA, GSTIN Registration, PAN details]
2. Provide Contact Details of Authorized representatives of the Bidder.
3. The bidder shall have to submit the Valid License for repair & maintenance of the Electronic Weighbridge as required by the State Authority of Legal Metrology documents in the Technical Bid.

Annexure 3: Auditor's Certificate for Turnover for Bidder

{On Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. Following is the audited Turnover.

Years*	Turnover (Rs. Crore)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

(Signed and Sealed by the Registered Chartered Accountant)

[Please also attach Audited Financial statements for the above financial years]

Annexure 4: Declaration for non-blacklisting

(To be printed on 300 Rs. Stamp paper and signed by an Authorized signatory)

Date: dd/mm/yyyy

To,
Deputy General Manager (Purchase)
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or Government of India / any Government or regulatory Agency in Foreign country from participating in Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 202_.

Name of the Bidder
Signature of the Authorized person
Name of the Authorized Person

Annexure 5: Work Experience Details

Sr. No.	Client Name	Location of the client	Work Details	Contract period. (Start and End Date)	Contract Value	Attachment (Work order and its satisfactory performance certificate from the client)
1						
2						
3						
4						

Attach the supply order and its satisfactory performance certificate from the client

Signature and Stamp of the Bidder

Annexure 6: Declaration of Site Visit

(On letterhead of the Bidder)

We _____ hereby certify that we have fully understood the site condition in respect of RFP No. _____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the tender and the availability of power supply, water supply, manpower, machinery, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

From GMDC

Name of the mine:

Authorized Signatory

Date

From Bidder

Name of the Signatory

Signature

Date

Annexure 7: Undertaking

(Notarized and on stamp Paper of Rs 300)

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of the RFP, and we are liable for any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 202_.

Signature

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Annexure 8: Format of Power of Attorney for authorizing Bidder's Signatory

[To be provided by the Bidder]

KNOW ALL MEN by these presents that we, [name of the firm], a FIRM incorporated under the _____ and having its Registered Office/ office at [Address of the Company firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for _____ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint or authorize Mr. ___ son of ___ resident of _____, holding the post of _____ as the authorized signatory of the company/ firm in connection with the request for proposal titled (Name of the RFP) RFP Number: _____ dated _____, issued by the (Name of the other party) (the "RFP") and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or from the RFP process for the firm/company in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith.

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid RFP;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the compliance of the requirements with any other requirements connected to or arising from the RFP documents and/or from the RFP process.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
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Annexure 9: Price Bid Format

(This is the indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdctender.nprocure.com>. Price Bid should not be submitted in hard copy AND/OR placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

Subject: Submission of Bid in response to RFP for appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and shifting of weighbridges at GMDC's various projects.

1. Package 1: Kutch and Saurashtra (Gadhsisa, Umarsar and Bhavnagar)

(i) CAMC for 3 years

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (Rs) (b)	The total quarterly Amount in Rs. (C= a* b)	Amount in Rs. For three years (D= C*12)
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighment of empty and loaded trucks to weigh all minerals and material as per the Clause 1.3 of Section II of RFP except calibration work	No of Weighbridges	12			
2	Calibration of Weighbridges	No of Mines	3			
Total (1+ 2)						

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

(ii) Shifting , Upgradation/ Modification and Shifting with upgradation of Weighbridges (Onetime)

Sr. No.	Description	Quantities of Weighbridges (a)	Rate per unit Rs. (b)	Total in Rs. (C= a* b)
1	No. of weighbridges to be shifted to new location (Same capacity) including calibration	2		
2	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location including calibration	2		
3	No of Weighbridges to be shifted along with upgradation (50MT to 100MT) including calibration	2		
Total (1+2+3)				

(iii) Total Price for Package 1

Sr. No.	Description	Total
1	Total for Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighment of empty and loaded trucks to weigh all minerals and materials as per the Clause 1.3 of Section II of RFP (1) + Calibration of Weighbridges(2)	As per table (i) Total (1+2)
2	Shifting , Upgradation/ Modification and Shifting with upgradation of Weighbridges	As per the table (ii) Total

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

Sr. No.	Description	Total
Grand Total for Package 1 (Excluding GST)		

- i. The prices of CAMC charges and upgradation/ modification of weighbridges shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. CAMC Charges and Upgradation charges exclusive of GST shall be taken into account for evaluation.
- ii. "Grand Total for Package 1" shall be considered for evaluation of Price Bid as per the criteria mentioned in Clause 5 and 6 of Section IV of this RFP.
- iii. The Prices for CAMC and upgradation/ modification are inclusive of all scope items related to CAMC specified in Section II.
- iv. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

Package 2: South Gujarat (Tadkeshwar, Rajparddi, and Damlai)

(i) CAMC for 3 years

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (Rs) (b)	The total quarterly Amount in Rs. (C= a* b)	Amount in Rs. For three years (D= C*12)
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weightment of empty and loaded trucks to weigh all minerals and material as per the Clause 1.3 of Section II of RFP except calibration work	No of Weighbridges	13			

RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (Rs) (b)	The total quarterly Amount in Rs. (C= a* b)	Amount in Rs. For three years (D= C*12)
2	Regular calibration of Weighbridges	No of Mines	3			
Total (1+ 2)						

(ii) Shifting , Upgradation/ Modification and Shifting with upgradation of Weighbridges (Onetime)

Sr. No.	Description	Quantities of Weighbridges (a)	Rate per unit Rs. (b)	Total in Rs. (C= a* b)
1	No. of weighbridges to be shifted to new location (Same capacity) including calibration	4		
2	No of existing weighbridges requiring upgradation (from 50 MT to 100 MT) same location including calibration	1		
3	No of Weighbridges to be shifted along with upgradation (50MT to 100MT) including calibration	4		
Total (1 + 2 + 3)				

(iii) Total Price for Package 2

Sr. No.	Description	Total
1	Comprehensive Annual Maintenance of weighbridges with spares, consumables, tools, and tackles for weighment of empty and loaded trucks to weigh all minerals and materials as per the Clause 1.3 of Section II of RFP (1) + Calibration of Weighbridges(2)	As per table (i) Total (1+2)
2	Shifting , Upgradation/ Modification and Shifting with upgradation of Weighbridges	As per the table (ii) Total
Grand Total for Package 2 (Excluding GST)		

- i. The prices of CAMC charges and upgradation/ modification of weighbridges shall be exclusive of GST but inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. CAMC Charges and Upgradation charges exclusive of GST shall be taken into account for evaluation.
- ii. "Grand Total for Package 2" shall be considered for the evaluation of Price Bid as per the criteria mentioned in Clause 5 and 6 of Section IV of this RFP.
- iii. The Prices for CAMC and upgradation/ modification are inclusive of all scope items related to CAMC specified in Section II.
- iv. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

The price Bid shall be opened in following order:

- a. The Price Bid shall be opened in following Order. The Price Bid of Package 1 shall be opened first. Then, the Composite Score shall first be calculated for **Package 1**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 1** ("**Rank List Pkg 1**"). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for Package 1.
- b. Upon determining the Preferred Bidder for the Package 1, the Price Bid of the **Package 2** shall be opened (opened only after identification of Preferred Bidder for Package 1 at a separate time). Then, the Composite Score shall first be calculated for **Package 2**. The Bidders shall be ranked in terms of Composite Score obtained for **Package 2** ("**Rank List**

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Pkg 2). Bidder obtaining Highest Composite Score and ranked first in this list shall be declared as the Preferred Bidder for **Package 2**.

- c. The Bidder identified as Preferred Bidder for Package 1 shall not be considered for Package 2. In other words, the same bidder shall not be preferred for the award of Package 1 and Package 2.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions for respective locations.**

Thanking you,
Yours faithfully

(Seal and Signature of the authorized representative of the Bidder)

Name:

Designation

Annexure 10: Performance Bank Guarantee Format

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,
Gujarat Mineral Development Corporation
Khanij Bhavan
132 ft Ring Road, Ahmedabad

Dear Sir,

1. WHEREAS..... (Name of Agency)) hereinafter called "the Agency" has undertaken, in pursuance of the Agreement dated, (hereinafter referred to as ___RFP Name). AND WHEREAS it has been stipulated in the said Agreement that the Agency shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the GMDC the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Agency to GMDC under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GMDC under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GMDC in that behalf and without delay/demur or set off, pay GMDC any and all sums demanded by GMDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GMDC to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the

K.P. for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.

Guarantee for a further period which may be mutually decided by the Agency & GMDC. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Agency with any of the terms and conditions of any Agreements/credit arrangement, present or future, between the Agency and the Bank.

5. The BANK also agrees that GMDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that GMDC may have in relation to the Agency's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GMDC or any other indulgence shown by GMDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

(Official Address)
Stamp

Designation with Bank

Plus, Attorney as per Power of Attorney No. Dated:

Annexure 11: List of Approved Banks

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

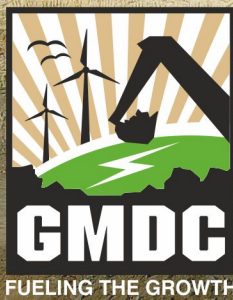

(Bhavya Verma)

Deputy Secretary (Budget)

Finance Department

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RFP for Appointment of Agency to provide Comprehensive Annual Maintenance Contract services of existing weighbridges Upgradation/ modification and Shifting of weighbridges at GMDC's various projects.



Gujarat Mineral Development Corporation Ltd.
(A Government of Gujarat Enterprise)

CIN No. : L14100GJ1963SGC001206

Khanij Bhavan, 132 ft. Ring Road, Near Gujarat University Ground, Vastrapur, Ahmedabad- 380052 India