

**Request for Proposal
for
Selection of Agency to Supply, Installation, Testing,
Commissioning & Comprehensive Annual
Maintenance of 100 MT Weighbridges with Supply &
Commissioning of Prefabricated cabins at GMDC's
various projects**

RFP No: GMDC/MM/WB-07/2024-25



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

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 Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects as specified in this RFP.

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 Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects 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. One time charges for Supply, Installation, Testing, Commissioning & CAMC charges for five years including one year warranty period and Supply & Commissioning of Prefabricated cabins at various GMDC's project locations.
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 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 supply, install, commission and testing of 100 MT weighbridge and CAMC of weighbridges for 4 years and supply and commission of the Prefabricated cabins and at GMDC's various project locations.
11. **"Pre-Qualification Criteria"** means criteria specified in clause 5.1 of SECTION IV.
12. **"Technical Criteria"** means the criteria specified in Clause 5.2 of Section IV.
13. **"Evaluation Process"** means steps of evaluation specified in clause 6 of SECTION IV.

14. **“EMD/ Bid Security”** means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause 2.5 of SECTION IV
15. **“Letter of Award”** shall have the meaning ascribed thereto under clause 7.1 of RFP SECTION IV
16. **“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.
17. **“Parties”** means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
18. **“Preferred Bidder”** shall have a meaning specified in Clause 6.4 of RFP SECTION IV
19. **“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.
20. **“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.
21. **“Service Levels/ Performance Parameters”** shall have a meaning specified in Section III.
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, Verbal, 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. Considering these aspects GMDC intends to appoint competent and experienced agencies for new weighbridges procurement including supply, installation, commissioning and undertaking the comprehensive annual maintenance contract as per the terms specified in this RFP.

The scope of the agency shall include and undertake supply, installation, Testing, commissioning & Comprehensive Annual Maintenance Contract (CAMC) for 100 MT weighbridges with supply & commissioning of Prefabricated cabins at GMDC's various project site as per the requirement. The detailed scope of work and RFP terms are included in this document. Thus, GMDC through this RFP, invites technical and price proposal/ bids (collectively "the Proposals" or "Bids") from competent Agencies having requisite capabilities for RFP scope of work.

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

SECTION II: SCOPE OF WORK

The Scope of Work is divided into the following two parts.

- **Part 1:** Supply, Installation, Testing, and Commissioning of 100 MT Weighbridges.
- **Part 2:** One time supply, installation and commissioning of Pre-fabricated cabins with maintenance during the contract period.
- **Part 3:** Comprehensive Maintenance of 100 MT Weighbridges for the next five years including one year warranty period.

The detailed Scope of Work for each of the above parts is specified below. The bidder shall undertake the Part 1 and Part 2 simultaneously as informed by GMDC.

Part 1: Supply, Install, Commissioning and Testing of 100 MT Weighbridges

The Agency shall be completely responsible for the supply, installation, testing and commissioning including calibration and stamping of 14 no. Weighbridges at various GMDC Projects.

- The agency shall Supply, construct RCC foundation, Install , test ,calibrate , stamping and commission the weighbridges at various Project locations as per the Project wise quantities specified in a table below.

Sr. No.	Project Name	Weighbridge capacity	No. of Weighbridges for Supply, Installation, Commissioning and CAMC
1	Gadsisha	100MT	3
2	Umarsar	100MT	3
3	Bhavnagar	100MT	5
4	Bhatia	100MT	1
5	Kadipani	100MT	1
6	Lakhpur Punrajpur	100MT	1
Total			14

- The weighbridge shall consist of all components as specified in the detailed technical specifications of the weighbridges placed in Annexure 12. The scope of supply, installation, testing and commissioning of weighbridges shall in compliance with technical specifications test certificates and requirements of statutory compliances placed in Annexure 12 of this document.
- The agency shall Supply, Install and commission weighbridges on new RCC Foundation. For exact dimension Agency/bidder shall have to visit each project site undertake assessment as well as collect the required detail. The agency is required to build new RCC foundation for 100 MT Weighbridges as per prudent and Good Industrial Practices.

- The System & software used for recording the weighment should be compatible to the LAN system, GMDC's ERP system, e-royalty, dispatch and token system, etc.
- The weighbridge shall have a parallel port for parallel data interface like printing etc.
- The agency shall provide connection string and other parameters like Baud Rate, parity, bits and stop-bit etc. for integration point of view.
- The radium safety sign boards should be displayed accordance with Mines Rules as well desired by GMDC looking to safety during the weighbridge installation site until the weighbridge is completely commissioned.
- Calibration and Stamping from concerned competent authority will be the responsibility of the agency and the copy of the certificate to be submitted to respective GM Project for all the weighbridges. No additional payment shall be made for the same from GMDC to the agency.
- The agency shall have to depute one supervisor per three mines as per the points below for easy & fast communication during the installation phase.
 - One supervisor to oversee three projects at the mines situated at Kutch i.e.: Gadhsisa, Umarsar and Lakhpur Punrajpur
 - One Supervisor to oversee the three projects at mines situated at Bhavnagar, Kadipani and Bhatia projects.
- The Agency shall deploy the qualified personnel/ staff for the installation and commissioning of the weighbridges. The staff/personnel shall be well acquainted with the work required and shall have knowledge of computer, trained and skilled in weighbridge installation, commissioning & maintenance and repairs so as to carry out the work with effective speed and efficiency. The agency shall have to take Insurance of the manpower deployed.
- The agency shall have to follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc.
- Electricity & internet communication cost will be borne by GMDC.
- Any increase or decrease of quantity in future during contract period as per the requirement to accept by your entity and the payment will be done for the actual work executed at project site.

The Agency shall undertake below mentioned activities for undertaking the installation scope of work for each weighbridge at respective Project site:

A. Assessment and Planning

- Site Survey:
 - The Agency shall conduct a thorough survey of the weighbridge site to understand the infrastructure requirements for installation of weighbridge, identify potential challenges, and plan for commissioning 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.

- Bidders are encouraged to make a site visit and study the conditions of the area including drains, soil conditions, etc where the weighbridges are to be installed. After awarding of the contract the civil work and supply and installation work shall be carried out as per the tender rate only. In case of any adverse local conditions no extra charge shall be paid apart from the tender rate.
- If any weighbridge installation location is not identified at the site than agency shall have to consider 5 ft foundation from ground level and 2 ft height from ground level and indicate in site visit certificate.

B. Design and Specification:

- The Agency shall prepare a detailed design for civil RCC structure, mechanical and electrical work required for the weighbridge. The Agency shall also prepare specifications for the weighbridge, including structural, mechanical, and electronic components in accordance Soil Testing/ Soil conditions.
- The agency shall submit the entire new weighbridge RCC drawings including RCC work, layouts and other related documents to GMDC for its input / suggestions. The Agency shall incorporate any changes/inputs suggested in the drawings and resubmit the drawing after incorporating suggestions. There after the foundation shall be constructed at respective locations. However, all the responsibilities with respect to quality and robustness shall lie with the Agency.
- 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 RCC foundation shall be designed and constructed so as to withstand the truck traffic at the respective Project locations.
- The agency shall install all necessary utilities, including power supply, drainage, and communication lines at the new Weighbridge location.
- 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 new weighbridge installation work. Such components should be meeting the required standards and specifications as specified in the RFP. The Civil designs shall be in accordance Soil Testing/ Soil conditions and withstanding the truck traffic at respective Project Locations
- The Agency shall need to obtain approval from GMDC for design prior to undertaking new weighbridge installation work.
- After getting approval from GMDC, the new weighbridge supply, install and commissioning work shall be completed within 45 days.

C. 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 shall calibrate weighbridge initially with minimum standard weight of 25% of weighbridge capacity i.e. 25 MT of standard weight approved by statutory authority. During the calibration the Agency shall also check and ensure the required accuracy and capacity specifications.

D. Compliance and Certification

- Regulatory Compliance
 - The Agency will ensure the weighbridge complies with relevant industry standards and regulations, such as local regulatory requirements for Stamping and Calibration.
- 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.

E. Training and Documentation

- The Agency will have to provide training to respective cabin operators and its maintenance staff deployed for the operation, maintenance, and troubleshooting of the new weighbridges.
- The agency has to arrange the necessary locking system of indicator to avoid any kind of mischief and which shall be all weather suitable locking system and submit locking system related password or keys to respective GM(Project).

F. Regarding final Inspection and Certification

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

Upon successful installation and commissioning of Weighbridges, the Agency shall notify the GMDC for undertaking inspections/ user tests and incorporate any suggestions thereafter. Post completion of commissioning and receiving all the certifications of new installed weighbridges at respective mine locations, GMDC shall issue completion certificate of the respective weighbridge to the agency (the "Completion Certificate"). GMDC shall issue Weighbridge wise completion certificates. Post the issuance of completion certificate the Project shall enter into Warranty Period. The Warranty Period for weighbridges at respective Project Location shall start from the date of issuance of Completion Certificate and shall end one year thereafter (the "Warranty Period"). During the warranty period the Agency shall be required to maintain the Weighbridge free of costs including changes of spare if so required. Post the Warranty Period, the Agency shall undertake Comprehensive Annual Maintenance of 100MT weighbridges with spares, consumables, tools and tackles for four (4) years at GMDC's various projects (the "CAMC Period"). The Agency shall quote the costs of CAMC for 4 years (excluding warranty period

housekeeping manpower deployment cost) during the CAMC Period and payment shall be made as per the Payment Terms specified in the RFP.

Part 2: One time supply, installation and commissioning of Pre-fabricated Cabins

- i. The agency shall undertake the supply and installation of pre-fabricated cabin as per the specifications specified hereunder after this section. The Agency shall need to supply and install 14 no of cabins for all new installation of weighbridges.
- ii. GMDC will give a notice to proceed for undertaking the design/ drawing work for the cabin at the respective project site. The notice to proceed shall be given for multiple cabins per project mine site. The agency has to undertake the drawing / design work for each respective cabin per project mine site.
- iii. The agency shall submit the final design/ drawing of the cabin as per the specifications within 10 days from the notice to proceed for undertaking the drawing / design work for respective mine project site. Upon drawing approval to the agency, the agency shall start the fabrication work of the cabin at the respective project site.
- iv. The pre-fabricated cabins as per the given technical specifications shall be ready for pre dispatch inspection at agency's facility within 20 days from the date of GMDC's approval of final drawing for the cabins as per GMDC's requirement.
- v. After successful commissioning of the cabin at the respective project site, GMDC shall provide the agency a cumulative mine wise commissioning certificate for all commissioned cabins of respective mine.
- vi. The agency shall consider the cost of all the components as per the technical specifications mentioned below in the bid offer value. There shall be no extra cost incurred to GMDC apart from the technical specifications mentioned in the RFP for respective cabin supply and commissioning scope of work.
- vii. Any increase or decrease of quantity in future during contract period as per the requirement to accept by your entity and the payment will be done for the actual work executed at project site.

Technical Specifications of Standard 100 MT prefabricated Cabin near Weigh Bridge:

A. Size

- Cabin size: 10'.00" x 10'.00" x 8'.5" H feet from the Ground Level to Roof level.
- 06 nos window of Right, Left and Both Front & Back side i.e.: 03 Nos Window-W1(size 3 x 3 feet) and 04 Nos Window-W(Size- 3 feet x 2 feet),Door of size 2'.6"x6'.1"feet. Over head storage cabinet 8' x 2' feet at back side top and 01 Fixed wooden table Size (8'.00" x 2'.00") on Opposite wall of Door.
- Fixed Glass Panel of Size 2'.00 ' x 2'.00" with 1'.00" Diameter round hole in Center on opposite wall of Door.

B. Chassis

- The chassis shall be assembled on a rigid steel frame with floor welded to ISMB & ISMC of structurally required section {ISMB size: 125 X 70 x 4mm}

C. Shell

- The cage structure and wall panels shall be constructed in MS frame work of ISMC of size 75 × 40 x3mm, & Square pipes of size 32 x32 x 2mm with total wall thickness of 55mm up to 70 mm all confirming to IS standards.
- Exterior walls shall be of 185WG Galvanized sheet of ESSAR or equivalent make, CO2 Mig welded to the frame; whereas inner wall is covered with decorative laminated 9mm- wooden particle board or 4mm decorative Bakelite sheet.
- Light weight insulation shall be filled in between the exterior and interior block wall / cavity wall.
- The exterior wall shall be painted with anticorrosive epoxy 2 pack system paint and decorative paint as outer wall finish.

D. Floor

- The floor panels shall be of 20mm thick fiber bonded cement board [E-BOARD], fixed on cross member of ISMB & ISMC by nuts and round head bolts. Also it shall be provided in floor bottom M.S plate of 3mm to 4mm thick with proper support of 2'x2'.
- PVC vinyl flooring of 1mm tiles / sheet shall be glued on to the top of E-Board as floor inner finish.

E. Roof

- The roof shall be self-draining type made of 3.00 mm to 4.00 mm thick sheet fixed on prefabricated trusses sandwich type of steel frame where as inner roof wall shall be covered with decorative laminated 8-9mm-wooden particle board.
- Lightweight insulation shall be filled in between the exterior and interior block roof wall / cavity wall.
- The design of the roof shall be made in such a way that the rainwater shall not be accumulated in the roof area during the monsoon season.
- The exterior roof wall shall be painted with anticorrosive epoxy decorative paint as outer wall finish. Roof cooling system is required to be fixed in between the outer & inner wall of the roof. It shall have arrangement for easy lifting for shifting from one place to other place. On the roof both side slope is to be maintained from center.

F. Insulation

- All voids within the external wall and inner walls shall be filled with 50 to 70mm thick resin bonded mineral glass wool /mineral wool/ rock wool of 2 LBS / CFT density confirming to IS 8183. OR Expanded polystyrene slab of 50mm thick of 48 density a white cellular material processed from styropor expandable polystyrene beads is added as additional insulation.

- Every one thousand CC of expanded polystyrene contains 3 to 6 million discrete cells of entrapped air. Expanded polystyrene possess a rare combination of properties like lower thermal conductivity excellent shock absorption, better mechanical strength, & high resistance to moisture.

G. Door's

- Main door shall be constructed of rigid steel frame fitted with waterproof termite proof laminated wooden flush door of 32mm thick framed with "C" channel of 32x 15 x 15 mm with tower bolts handle gripes and suitable locking arrangement.(from outside as well as from inside). Suitable door closure shall be provided.

H. Window's

- Windows shall be made of aluminum double shutter sliding type along with window curtain.
- Safety steel grill over sliding area and clear or dark float glass of 4mm thick shall be provided.
- Arrangement shall be provided to prevent rain water percolation.

I. Electricals

- All components shall be pre-wired for electrical lighting.
- All power points shall be mounted on the wall with cable drops for wiring on site.
- Adequate room lighting shall be provided.
- All electrical fittings in the cabin shall be 220-240v AC, 50 Hz.
- All wiring shall be conduit type & shall be of PVC insulated copper wire of ISI quality.
- 4.0 sq.mm size wires used for air conditioners & for main incoming, 1.5 sq.mm size wires used for light, size wires used for air conditioners & for main incoming, 1.5 sq.mm , size wires used for light, sockets.
- AMP plug with switches, McB, ELCB, input sockets of tube light, door-way, wall ceiling mounted cabin light and fahs.
- Terminating of main incoming cable into the cabin shall be of 32163 TPN switch. (02 nos. tube light & 02 nos. fan to be installed, industrial sockets)

J. Painting

- All components shall be primed before assembly/forming.
- All surfaces shall be degreased with appropriate solvent.
- Two coats of liquid polysulphide epoxy self-priming ps-go1 DFT of 25 micron shall be done.
- All steel structures shall be protected from corrosion under coastal area open weather condition

K. Foundation

- Foundation is required to park Prefabricated cabin unit. Unit is to be provided with permanent 6 nos. of foots for levelling on steel pads. The Prefabricated cabin can be lifted with the help of adjustable hook and ground foot up to 2ft above the ground level as per the requirement of site conditions.

L. Standard raw materials fittings and furniture's to be used :

- All accessories like magnet or auto closing hinges, shutter handle, locks, drawer's sliders etc.
- Two ceiling fan at suitable location to feel comfort all around the cabin.
- 1 Split AC of 1.5 ton capacity with standard make.
- 3 nos. revolving chairs.
- Rest table at the corner where the cabin length is short shall be provided.

M. Drawing Approval

Agency shall have to prepare and submit drawings of prefabricated cabin for final approval to respective project site. Only after approval of the drawing the agency may start actual manufacturing for prefabricated cabin at their site.

N. Pre-dispatch inspection

GMDC shall arrange the same at agency's facility. For the inspection at least one week prior intimation should be given to GMDC's our corporate office and respective project site stakeholders by the agency.

O. Warranty

- Warranty in respect of premature failure on account of sub-standard materials, faulty design, wear and tear of the provided furniture & poor workman ship / manufacturing defects (normal wear & tear excluded) should be valid for a period of 12 months from the date of fitment / commissioning.

P. Maintenance Period

- The agency shall undertake annual inspection w.r.t. wear and tear / damages / rusting of material, roofs, etc.
- The agency shall undertake corrective measures in terms of remedy of damages and undertake the painting work as required. The agency shall load the cost of Cabin Maintenance in the Weighbridge CAMC Price bid table no. 3.

Part 3: Comprehensive Annual Maintenance Contract Services during the Warranty and CAMC Period

The agency shall be responsible for providing CAMC support for 24*7*365 days to GMDC for managing the weighbridges at different mine locations for a period of 5 years including one year warranty period from the commissioning date of the respective weighbridge for respective Projects/mines . During CAMC period, the agency shall be completely responsible for CAMC support for ensuring availability of all weighbridges which are in

their scope and weighing system as per the SLAs defined in Section III of this RFP. 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 and
- (iii) Undertaking all activities as specified below.

A. Regular Maintenance:

The Agency shall carry out the below-mentioned activities at each commissioned weighbridge at GMDC's respective project mine site 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 and/or as and when required 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 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 respective mine site 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 weightment 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**

- Testing of the weighbridges in the CAMC period shall be carried out on monthly basis at Agency's cost. Agency shall bring standard weights and undertake the testing at all the weighbridges in CAMC period for all weighbridges for the respective mines.
- The weights during the testing 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 testing activities for the 100 MT weighbridges. The cost of bringing the standard weights to the respective mines for testing 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 well in advance before expiry.
- The Agency will also adjust the load cells and recalibration/testing indicators as needed.
- The Agency will have to certify the calibration to comply with legal and regulatory requirements undertaken during stamping activity.
- GMDC shall also get the third party to inspect the testing 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 or as and when required. Agency to submit the copy of the certificate to GM (of respective project). Stamping and calibration activities to be carried out at no any extra cost to GMDC.
- The Agency shall maintain a register specifying logs of testing 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 for all commissioned weighbridges of respective mine sites.
- 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 for respective weighbridge of respective mine site.
- Emergency support should be available by the agency round-the-clock at the project sites.
- 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.

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/testing 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.
- 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 respective project sites.

- 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 weighbridges 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.
- Electricity & internet communication cost to be borne by GMDC. Whereas cost for changing spares/ devices and or Repair & maintenance for Indicator, load cell & any other spare etc shall be borne by the Agency.

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 have to depute one supervisor for three mines as per the points below for easy & fast communication and to attend/rectify the defects or any breakdown work as soon as possible to avoid long breakdown periods etc during the Warranty and CAMC Period.
 - a. One supervisor to oversee three projects at the mines situated at Kutch i.e. Gadsisa, Umarsar and Lakhpat Punrajpur
 - b. One Supervisor to oversee three projects at mines situated at Bhavnagar, Kadipani and Bhatia projects.
- The Agency shall deploy the manpower as per the below table:

Sr. No.	GMDC location	Project	Housekeeping manpower	Technician	Supervisor
1	Gadsisha		1	1	1
2	Umarsar		1	1	
3	Bhavnagar		2	1	
4	Bhatia		1	Visit as and when required basis and at interval of every 7 days. However, he shall attend to any critical issue	1
5	Kadipani		1		
6	Lakhpat-Punrajpur		1		

			immediately to maintain SLAs.	
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- The Technician shall have minimum ITI certificate and should be trained and experienced in repair maintenance of weighbridge person per mine (at site) at above mentioned Project site locations for maintenance work as per requirements of GMDC and to resolve issues related to Weighbridge performance immediately.
- The Agency shall deploy housekeeping personnel per mine site as per the above table for undertaking the cleaning activities for commissioned weighbridges.
- Manpower should be medically examined, 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.
- 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.

Any increase or decrease of quantity in future during contract period as per the requirement to accept by your entity and the payment will be done for the actual work executed at project site.

In future, these weighbridges may be digitized by GMDC's appointed separate agency. The bidder shall provide support and coordinate with the said agency in order to successfully operationalize the digitalization of the weighbridges in the respective mine premises. If required the agency shall make the appropriate provisioning in terms of conduit, wiring etc. so as to enable digitalization to be taken up by separate agency.

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 shall 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.
- (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 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 Commissioning stage

i. Delay in Supply, Installation, Commissioning & testing

Sr. No.	Service Level Description	Milestone	Damages
1.	Delay in supply, installation, testing and commissioning of weighbridges	Within 45 days after intimation by GMDC	In case the Agency fails to adhere to the timeline for the entire supply, installation, testing and commissioning of the Weighbridges, unless such failure is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Agency, in such case the Authority shall recover damages equivalent to 0.5% of Value of Weighbridge excluding CAMC charges (i.e. Value of Supply, installation, testing and Commissioning) per day of delay subject to maximum of 10% of Value of Contract Price excluding CAMC charges. Such damages shall be recovered from the next bill/ invoice of Agency.
2.	Delay in supply, installation and commissioning of prefabricated cabin	Within 20 days from design / drawing approval by GMDC to agency	In case the Agency fails to adhere to the timeline for the entire supply, installation, and commissioning of the prefabricated cabins, unless such failure is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Agency, in such case the Authority shall recover damages equivalent to 0.5% of Value of

Sr. No.	Service Level Description	Milestone	Damages
			prefabricated cabins (i.e. Value of Supply, installation, and Commissioning) per day of delay subject to maximum of 10% of Value of Contract Price. Such damages shall be recovered from the next bill/ invoice of Agency.

B. Service Levels during warranty period and CAMC period

The Service Levels are categorized into the following.

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

Each of the above Service Levels is further specified below.

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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 for Gadsisha Umarsar Bhavnagar	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 1.5 times 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 1.5 times daily minimum wage rate of Un-skilled</p>	-

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
						<p>manpower as 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 three days of respective minimum wages shall become applicable.</p>	
4	Availability/ Deployment of housekeeping manpower and Trained technician for Lakhpat-	Deployment of manpower	<ol style="list-style-type: none"> Housekeeper – Daily Technician Once in a week or/and as and when 	<p>Availability of Manpower:</p> <ol style="list-style-type: none"> Housekeeper – on daily basis =100% Technician – Once per week 	Attendance registers signed by Agency and Counter signed by GMDC site staff	<p>Technician : Same as above (sr. no. 3)</p> <p>Housekeeper : Same as above (sr. no. 3)</p>	-

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
	punrajpar, Bhatia and Kadipani		required basis				
5	Resolution time for minor breakdown	Meet the specified resolution timeframe for minor breakdowns.	daily	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 >3 hrs = Rs 500 per hour until the issue is resolved.</p>	-
6	Resolution time for major breakdown With testing / calibration as required	Meet the specified resolution timeframe for major breakdowns.	daily	within 6 hours	Data logs as verified by GMDC site staff	<p>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.</p>	<p>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</p>

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Sr. No.	Measuring Parameters	Service Level Description	Frequency of measurement	Service Levels	Documents	Penalty	Incentives
							point No. 1
7	Resolution time for major breakdown With testing / 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***.	-
8	Testing in the specific time frame	Testing services within the specified time frame.	Monthly	-	Logbook maintenance report verified by GMDC site staff	To be done within first week of the month. For each day delay after 7th day, Rs. 500/- per day as penalty/ damages shall become applicable.	If testing activities are Performed once in a month within the prescribed timeline then the incentive of Rs. 500 /- per such occurrence shall be provided.
9	Stamping & calibration 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. With in 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.

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 the Quality cum cost based system (QCBS) Method as detailed out in this RFP for appointment of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges for 5 years including one year warranty period with Supply & Commissioning of Prefabricated cabins 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 Eligibility and 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, the Financial Bids/Price Bid of only those Bidders meeting Responsiveness Test, Pre-Qualification Criteria and Technical Criteria as specified in clause 6.2 (a), 5.1, and 5.2 respectively shall be opened.
- d. In the second stage, a Financial Bid/Price Bid Evaluation of Technically Qualified Bidders will be carried out as per Clause 5.3. The Bids will finally be ranked from the highest to lowest according to Composite Score derived from Quality cum Cost based method (the "QCBS") specified in Clause 6.4 of RFP SECTION VII. The Bidder obtaining highest composite score shall be considered as Preferred Bidder (the "Preferred Bidder").
- e. The bidders are required to quote Fees as defined in the financial bid format as provided in Annexure 8 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 favor of **“Gujarat Mineral Development Corporation Limited”** and payable at Ahmedabad along with the Bid as per marking and sealing section **or** (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

ICICI Bank, Ahmedabad Branch
Account Number: 002405019379
- b. If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c. 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.
- d. 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. GMDC reserves the absolute right / discretion to accept and / or reject the tender at any stage of tender process or invite fresh bid without assigning any reason thereof. GMDC reserves the right to split the work between

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more than one bidder.

1.6. Schedule of Bidding

#	Event Description	Date, Time and Address																
1.	Brief Description of work	Agency to Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects																
2.	Estimation of RFP	Estimated amount is Rs. 7,88,49,000/-exclusive of GST																
3.	Date from which RFP documents will be available	RFP shall be available from 17/03/2025 from website http://www.gmdcltd.com & https://tender.nprocure.com																
4.	Last date for receiving Pre-Bid queries/ clarifications	<p>Bidders may send their queries by 25/03/2025 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 and sppatel@gmdcltd.co.in 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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Bidders Request for Clarification</th> </tr> <tr> <th style="width: 25%;">Name and Address of the Organization submitting the request</th> <th style="width: 25%;">Name and Position of the Person submitting the request</th> <th colspan="2" style="width: 50%;">Contact details of the Organization / Authorized Representative</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td colspan="2">Tel: Mobile: Email:</td> </tr> <tr> <th style="width: 25%;">Sr. No.</th> <th style="width: 25%;">RFP Document Reference (Section and Page No.)</th> <th style="width: 25%;">Content of RFP requiring clarification</th> <th style="width: 25%;">Clarification sought</th> </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				Tel: Mobile: Email:		Sr. No.	RFP Document Reference (Section and Page No.)	Content of RFP requiring clarification	Clarification sought
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Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

#	Event Description	Date, Time and Address
		1.
5.	Pre-Bid Meeting	Pre-Bid Meeting will be held on 27/03/2025 at 12.00 Hours. The venue the of pre-bid meeting will be the Corporate Office, GMDC, Ahmedabad (Gujarat).
6.	Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at the designated place on https://tender.nprocure.com 08/04/2025 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.</p> <p>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.</p>
7.	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 09/04/2025 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.
8.	Opening of Technical Bid	On 10/04/2025 AT 12:00 Hrs. at GMDC office
9.	Opening of Price Bid	To be indicated later after the completion of the Technical Evaluation
10.	Signing of Agreement	Within 30 days from the date of issuance of LOA.
11.	General and Important Terms and Conditions	<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</p>

#	Event Description	Date, Time and Address
		<p>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 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 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 favor 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.
 - 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:

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects.

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

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

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

Sr. No	Annexure No.	Particulars
5.	5	Work Experience details
6.	6	The undertaking of information and document provided is true.
7.	7	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
8.		Original RFP documents issued along with updated addendums /amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.
9.		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:

“Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins 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:

“Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects – Bid submission”

Addressed to:

Contact Person: DGM (Purchase)

Contact numbers: **079-27913200**

E-Mail: DSSHAH@gmdcltd.co.in and sppatel@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 8.
- 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 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 obtaining 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	<p>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.</p> <p>Bidding in the form of a consortium is not allowed.</p>	<p>a) Company Copy of Certificate of Incorporation Copy of Memorandum of Association Articles of Association</p> <p>b) Limited Liability Partnership (“LLP”) firm Copy of Certificate of Incorporation Copy of Deed of Partnership</p> <p>c) Registered partnership firm Copy of Registration certificate Copy of Deed of Partnership</p> <p>d) Registered proprietorship firm GST Registration, PAN</p>
2	<p>Bidder must have a Minimum Average Annual Turnover of Rs. 2.5 Crores from 3 consecutive Financial years out of last five financial years(FY 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23, FY 2023-24)</p>	<p>Certificate from the Chartered Accountant</p>
3	<p>Bidder must have an average positive Net Worth for the last two out of four financial years of FY 2020-21, FY 2021-22 and FY 2022-23, FY 2023-24.</p>	<p>Certificate from the Registered Chartered Accountant. Audited Balance sheet and Profit & Loss statement</p>
4	<p>The Bidders should have the minimum experience of having successfully completed supply, installation and commissioning of 15 nos. of weighbridges with 1 year warranty during the last 7 (seven) years ending on the last day of December 2024 (i.e. the period from 01.12.2017 to 31.12.2024) from any state or central government department, state PSU or private sector. All work shall be carried out during the last 7 years. Cumulative workorders shall be considered from same or multiple clients.</p>	<p>Work Order and client completion performance/ completion certificate.</p>

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Sl. No.	Pre- Qualification Criteria	Documentary Requirements
5	The Bidders should have the minimum experience of having successfully completed Comprehensive annual maintenance contract (CAMC) services of 15 nos. of weighbridges with atleast 1 year of CAMC after warranty period during the last 7 (seven) years ending on the last day of December 2024 (i.e. the period from 01.12.2017 to 31.12.2024) from any state or central government department, state PSU or private sector. All work shall be carried out during the last 7 years. Cumulative workorders shall be considered from same or multiple clients.	Work Order and client completion performance/ completion certificate.
6	The bidder shall furnish the Valid License for manufacturing, repair & maintenance of the Electronic Weighbridge as required by the State Authority of Legal Metrology documents in the Technical Bid.	Copies of Valid License
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 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 2019-20, FY 2020-21, FY 2021-22 and FY 2022-23, FY 2023-24)	2.5> Crore to < 4 Crore	1	
		4>Crore to < 5 Crore	3	
		≥ 5 Crore	5	

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
A3	No. of manpower on bidder's payroll	≥ 20 to <30 ≥ 30 to <40 ≥ 40	6 8 10	
A4	The bidder should have successfully installed and commissioned weighbridges having capacity of 100 MT with atleast 1 year of warranty for any state or central government department, state PSU or private sector in the last seven years (ending 2024) in India. All work shall be carried out during the last 7 years. Cumulative workorders shall be considered from same or multiple clients.	<p>a) For mining / metal / cement industry projects No. of weighbridges: 1. ≥ 5 weighbridges to < 10 = 15 marks 2. ≥ 10 weighbridges to < 15 = 20 marks 3. ≥ 15 = 25 marks</p> <p>b) For other industry projects No. of weighbridges: 1. ≥ 5 weighbridges to 10 = 5 marks 2. ≥ 10 weighbridges to <15 = 10 marks 3. ≥ 15 = 15 marks</p> <p>In case bidder intends to showcase experience pertaining to a) and b) together, in such case maximum experience of 15 weighbridges shall be considered.</p>	24	
A5	The Bidders should have the minimum experience of having successfully completed CAMC Comprehensive Annual Maintenance Services of 100 MT weighbridges for any state or central government department, state PSU or private sector in the last seven years(ending 2024) in India. <i>*Similar Completed Work*</i>	<p>(a) For mining / metal / cement industry projects No. of weighbridges: 1. ≥ 5 weighbridges to <10 = 5 marks 2. ≥ 10 weighbridges to <15 = 10 marks 3. ≥ 15 = 15 marks</p>	16	

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
	Similar completed work means Bidder should have experience with successfully completed CAMC services of 100 MT weighbridge after warranty period atleast for minimum 1 year. All work shall be carried out during the last 7 years. Cumulative workorders shall be considered from same or multiple clients.	<p>(b) For any industries No. of weighbridges: 1. ≥ 5 weighbridges to $< 10 = 5$ marks 2. ≥ 10 weighbridges to $< 15 = 7$ marks 3. $\geq 15 = 10$ marks</p> <p>In case bidder intends to showcase experience pertaining to a) and b) together, in such case maximum experience of 15 weighbridge shall be considered.</p>		
A6	Certifications owned by the service provider organization	ISO 9001:2015	2.5	
		Valid License for supply, repair & maintenance of the Electronic Weighbridge	2.5	
B	<p>Approach and Methodology through Bidder's Presentation: The bidder to submit the complete document with Approach Methodology mechanism on task to be executed (Supply, installation and commission of 100 MT weighbridge with CAMC 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 supply, installation and commission with 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 			

Sr. No	Criterion	Conditions	Max Marks	Total Marks for the Sub head
	<ul style="list-style-type: none"> Risk management & mitigation plan for achieving the Service Levels specified in this RFP. 			
Total (A+B)				100

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 8 of this document.
- b) The aggregate charges/ Grand Total prices as per the Price Bid format Annexure 8 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 Fees /Contract Price/ Grand Total Price

FiC is the Grand Total prices/Contract Price /Fees quoted by Bidder

Services Fees refers to the Grand Total prices as per the Price Bid Format specified in Annexure-8.

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

5.4. Composite Score

- a) The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;
Composite Score (CS) = Technical Score (TeS) * 0.70 + Financial Score (Fis) * 0.30
The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.
- b) The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of GMDC, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.
- c) In the event of any preferred bidders withdrawing or disqualifying for any reason, the respective Rank lists for shall be used to arrive at the next Preferred Bidder.

5.5. Credit from Parent / Subsidiary / Sister Concern for meeting the Qualification

- i. Taking credit from Associate (i.e. subsidiary/parent/sister concern firm) for meeting the Pre-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 Qualification, 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 5.1.

6.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.1 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 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) The Financial Bids/ Price Bids of only Qualified Bids shall be opened. Evaluation of Financial Bid/ Price Bids of only Qualified Bids/ Bidders shall be carried out

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 8 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 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 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.

6.4 Composite Score

- (i) The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in clause 5.4.
- (ii) 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.

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 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 successful bidder 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 (supply ,install, Testing, commissioning and CAMC charges for all five years including one year warranty period + cumulative of Prefabricated cabins) shall be submitted 15 days prior and it shall remain valid till the end of the Contract Period.
- (iii) Above performance Security shall be submitted in favor of **Gujarat Mineral Development Corporation Ltd, Ahmedabad** 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 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 8 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") including applicable Goods and Service Tax. The provisions specified in Clause Section V Clause 1. c) shall become applicable for the tax liabilities.
- (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 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 or a Joint Venture 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 Supply, Installation, Commissioning and Testing of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins (Capital Items)

1.1. Prices for Supply, Installation, Commissioning and Testing of 100 MT weighbridges (One time) and Supply, Installation & Commissioning of prefabricated cabins (One time) (Capital Items)

- a) The Authority hereby covenants to pay the Prices/ Service Fees to the Agency for Supply, Installation, Commissioning and Testing of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins (Capital Items) at the agreed price specified hereunder and no extra charges shall be considered for the same.

Table 1 Supply, Installation, Commissioning and Testing of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins

Sr. No.	Description	Quantities (a)	Rate per unit Rs. (b)	GST + Taxes (c)	Total in Rs. (d= (a* b)+c)
1	Supply, Installation, Testing and Commissioning of 100 MT weighbridges as per scope of work mentioned in RFP Section II Part 1 including all civil, mechanical, electrical, IT, etc considering total scope of work.	14			
2	Supply, Installation and Commissioning of prefabricated cabins (10*10*8.5 feet) as per scope of work mentioned in RFP Section II Part 2 including all civil, mechanical, electrical, IT, etc considering total scope of work.	14			
Total (1+2)					X

- b) The prices of Supply, Installation and Commissioning of the Supply, Installation, , Testing and Commissioning of 100 MT weighbridges and Supply, Installation &

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

Commissioning of prefabricated cabins (Capital Items) shall be inclusive of GST and inclusive of any other Applicable Taxes. However Applicable GST at the time of invoicing shall be paid by the Authority/ GMDC. Total service fees inclusive of GST shall be taken into account for evaluation.

C) Total rates quoted shall be including GST and GST will be paid/adjusted/ reimbursed as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the successful bidder under the said contract subject to uploading the invoice on GSTN portal and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the bidder does not upload the invoice within four months from the invoice date on GSTN portal GST will not be reimbursed to them. If rates of current taxes undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder. No statutory variation shall be admitted, if current taxes, duties, levies etc become payable because of exceeding the prescribed limit for turn over after the date of offer.

d) The price specified in table hereinabove specified in shall be inclusive of all taxes. The taxes shall be specified separately. Rates with quoted Applicable Tax rate shall be taken into account for evaluation.

1.2. Payment Terms for Supply, Installation, Commissioning and Testing of 100 MT weighbridges (one time) and Supply, Installation & Commissioning of prefabricated cabins (one time) (Capital Items)

a) Authority/ GMDC shall make payment for capital items as per the provisions specified below.

Particulars	Milestone	Payment Amount	Timeline for processing invoice	Submission and Approval required for the Payment
Supply, Installation, Commissioning and Testing of 100 MT weighbridges	Supply, Installation , Testing and Successful Commissioning and issuance of Completion Certificate from GM Project of respective site	100% of Value of total installed and commissioned Weighbridges	Within 15 days from the receipt of Invoice after issuance of completion certificate	<ul style="list-style-type: none"> • Invoice • Completion Certificate issued by GM Projects of respective site.
Supply, Installation and Commissioning of prefabricated cabins (10*10*8.5	Supply, Installation and Commissioning of prefabricated cabins (10*10*8.5 feet) and issuance of Completion	100% of Value of total installed and commissioned cabins.	Within 15 days from the receipt of Invoice after issuance of completion certificate	<ul style="list-style-type: none"> • Invoice • Completion Certificate issued by GM Projects of respective site.

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feet) including maintenance during warranty period	Certificate from GM Project of respective site			
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- b) The Agency shall submit invoices upon issuance of completion certificate at the office of the General Manager (Project). The payment shall be made as below:
1. An ad-hoc payment of 80% of the payable amount from that Invoice / Running Account bills shall be paid by the office of the G.M. [Project], within 15 days of submission of the bill along with its details and required documents.
 2. The bill shall then be sent to GMDC's Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Invoice / Running account bills shall become payable by the Project after calculation of deductible Damages / Penalties or payable additional incentives as per the Section III of RFP within 15 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.
- c) The Prices mentioned in the clause 1.1 a) in this section are inclusive of all applicable taxes including custom duty, GST etc as on the date of submission of the Bid. The GST shall be reimbursed as per the above clause 1.1 c).
- d) GMDC shall be entitled to deduct applicable 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. Prices and Payment Terms for Comprehensive Annual Maintenance Contract of 100 MT weighbridges

- a) Authority hereby covenants to pay the Prices to the Agency for the warranty period of 100 MT weighbridges at agreed price specified hereunder.

Table 2 Cost of housekeeping manpower during warranty period

Sr. No	Description	No. of Mines	No. of Manpower (a)	Quarterly Unit Rate (b)	Total Quarterly amount in Rs. (C= a* b)	Yearly amount in Rs. (D= C*4)
1	Cost of housekeeping manpower during warranty period for Gadhsisa (1 no.), Umarsar (1 no.), Bhavnagar (2 no.), Bhatia (1 no.), Kadipani (1 no.), and Lakhpat (1 no.)	6	7			Y

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The authority shall make quarterly payment for housekeeping work during warranty period as per the procedures set forth in below Clause j) and k).

- b) Authority hereby covenants to pay the Prices to the Agency for the 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 3 of Section II of RFP except calibration work at agreed price specified hereunder.

Table 3 Comprehensive Annual Maintenance of weighbridges

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly amount in Rs. (C= a* b)	Amount in Rs. for four years i.e.: 16 quarters (D= C*16)
1	Gadhsisa	No of Weighbridges	3			
2	Umarsar		3			
3	Bhavnagar		5			
4	Bhatia		1			
5	Lakhpat		1			
6	Kadipani		1			
Total (1+2+3+4+5+6)						Z

- c) Authority hereby covenants to pay the Prices to the Agency for Testing of Weighbridges (similar to calibration) in CAMC period at agreed price specified hereunder.

Table 4 Testing of Weighbridges (similar to calibration) in CAMC period

Sr. No.	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly amount in Rs. (C= a* b)	Amount in Rs. for four years i.e.: 16 quarters (D= C*16)
1	Gadhsisa	No of Mines	1			
2	Umarsar		1			
3	Bhavnagar		1			
4	Bhatia		1			
5	Lakhpat		1			
6	Kadipani		1			
Total (1+2+3+4+5+6)						XX

Table 5 Total Contract Price

Sr. No.	Total amount form above mentioned tables	Total Amount in Rs.
1	Table 1	X
2	Table 2	Y
3	Table 3	Z
4	Table 4	XX

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Sr. No.	Total amount form above mentioned tables	Total Amount in Rs.
Total	Contract Price/ Fees	AA

- d) The total Contract Price/ Fees shall be as per Table 5 “AA” as per the cumulative Fees for Table 1, Table 2, Table 3 , and Table 4
- e) The prices of CAMC charges (Table 2, 3, and 4) 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 exclusive of GST shall be taken into account for evaluation.
- f) The Prices for CAMC (Table 2, 3, and 4) are inclusive of all scope items related to CAMC specified in Section II.
- g) The agency shall submit Quarterly bill to GMDC / Authority at the end of each quarter.
- h) The Payment for the CAMC for Table no. 3 and 4 shall start after the end of each Quarter during the CAMC Period. The CAMC Period shall start from the end of Warranty Period of one year and shall end after the completion of four years from the start date. The Warranty Period shall start from the date of issuance of Completion Certificate, and it shall end at the end of one year from the date of issue of this certificate.
- i) The Agency shall submit quarterly invoice at the end of each quarter during the CAMC period with the following documents:
- i. Monthly Weighbridge Availability Report Duly Certified by GMDC Officials for respective quarter
 - ii. Payment shall be made as per the availability of Weighbridges on pro-rata basis.
 - iii. Monthly Maintenance carried out report along with consumption of consumables & spares etc. duly Certified by GMDC Officials for months of respective quarters
 - iv. Daily Inspection Measurement Register duly signed by Agency and authorized representative of GMDC.
- j) All payments shall be made by the Authority/ GMDC to the Agency within 15 days from receipt of the invoice by RTGS after making (i) any tax deductions at source as applicable under Income Tax law governing in India and (ii) deduction pertaining to SLAs.
- k) The Invoice / 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 from that Invoice / Running Account bills shall be paid by the office of the G.M. [Project], within 15 days of submission of the bill along with its details and required documents.
 - o The bill shall then be sent to GMDC's Corporate Office at Ahmadabad for verification, auditing, and approval. Balance 20% payable amount of Invoice / Running account bills shall become payable by the Project after calculation of deductible Damages / Penalties or payable additional incentives as per the Section III of RFP within 15 days of the receipt of the approved bill from the Corporate Office, Ahmedabad.
- l) It is to be noted that total Service price for the Table 1 of Section V 1.1 a) shall not exceed the 40% of the total price quoted for Table 1, Table 2, Table 3, and Table 4 together of

the above tables. In case the Bidder's total Price for the Table 1 is exceeding the 40% of the total price quoted for Table 1, Table 2, Table 3, and Table 4 together then the Authority/ GMDC shall have right to rebalance it and the Bidder shall have to abide by this provision.

- m) 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 with providing relevant documents like invoices, Order copy, etc to GMDC.

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 "**Request for Proposal for Selection of Agency to Supply, Installation, Testing and Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at 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 Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins 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 to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects.
- 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 10
- 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 work 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,

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 work and 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

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 work and 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 supply of cabins, supply of weighbridges and CAMC 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 supply of cabins, supply of weighbridges and CAMC 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 Weighbridges and Cabins

- a) The ownership of all weighbridges and cabins, its hardware, equipments and goods forming part of the Weighbridges shall be transferred to the Authority at the time of supply and commissioning.
- 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 five years including one year warranty period and 45 days of supply, installation and commissioning of weighbridges** 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) The Warranty Period shall be a period of One year starting from the date of issuance of "Completion Certificate "(the "Warranty Period"). The CAMC Period shall start from the date of completion of Warranty Period and ends after four years from the Start date (the "Maintenance Period/ Comprehensive Annual Maintenance Period/ CAMC Period").
- c) 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 technical specifications of the weighbridge are specified in RFP Annexure 12. 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 Supply, Installation and Commissioning

- a) The Agency shall adhere to the time schedule specified in RFP Section II for the timely installation and commissioning.
- b) In case the Agency fails to adhere to the timeline for the entire supply installation and commissioning of the Weighbridge, unless such failure is due to Force Majeure or due to Authority's defaults or reasons not attributable to the Agency, in such case the Authority shall recover damages as specified in RFP Section III.

3.4 Responsibilities during the Warranty Period and Comprehensive Annual Maintenance Period

- a) The Agency shall undertake Scope specified in RFP Section II pertaining to Warranty Period and Comprehensive Annual Maintenance Period diligently and with utmost care.
- b) The Agency shall adhere to the Service Levels specified in RFP Section III, failing which the damages for the nonperformance specified therein shall apply.

3.5 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.

3.6 Conflict of Interest

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

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 Obligations pertaining to Technical Specifications

The Agency shall adhere to the technical specification stated in RFP Annexure 12.

3.12 Insurance to be taken out by the Agency.

- (i) The Agency shall ensure that the insurance policy/policies/ Medclaim 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.

3.13 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.

3.14 Safety Obligations

- (i) The Agency shall be solely 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.
- (vi) Agency must not tamper with Authority's or other Contractors'/agency's equipments. Authority's electric cables can't be touched without permission. The Agency must employ qualified technicians for any electrical installations' maintenance as per the RFP scope of work.

3.15 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

3.16 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 Contactor'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 **4.5** of this Agreement.

4.2. Consequences of Force Majeure Event

- (i) Provided it complies with Clause 4.1 k) 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 4.5 to the extent it is unable to perform the same on account of such Force Majeure Event.
- (ii) 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.
- (iii) 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 as provided in RFP Section II.
- (iv) 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.
 - if Termination occurs after the Supply, Installation and Commissioning.
 - 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.

In case if Termination occurs prior to Supply, Installation and Commissioning, in such case Agency shall retain the possession of the weighbridges and the Authority shall return the Performance Security.

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 Section 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. LIQUIDATED DAMAGES AND PENALTY

8.1. 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 Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 10) as below (the "Performance Security").
 - a) The Performance Security of amount equivalent to 10% of total price quoted for Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins shall be submitted within 20 days from the issuance of LOA. This Performance Security shall remain valid till the end of Maintenance Period of five years.
- (ii) Above Performance Security shall be submitted in favor of Gujarat Mineral Development Corporation Ltd and admissible and payable at Ahmedabad branch from Approved Bank to Authority/ GMDC. The Performance Security shall be submitted in the form of BG/ DD/RTGS.
- (iii) In case Contract Period is extended then the Agency shall have to renew Performance Security for a period of extended Contract Period.
- (iv) 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 Agency's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been 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.
- (vi) 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.

8.2. Encashment and Appropriation of Performance Security

GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages/ damages or penalties specified in Section IV and provisions of Clause 9.2.

8.3. Liquidated Damages

- (a) In case of delay solely attributable to the Agency in Supply, Installation and Commissioning then liquidated damages as specified in Section III shall be applicable.

8.4. Penalty for Deficiency in Services

- (a) In addition to the liquidated damages not amounting to penalty, as specified in Section III, warning may be issued to the Agency for minor deficiencies on its part.
- (b) GMDC shall have the right to claim damages as per the Service Level Agreements specified in Section III of this RFP.
- (c) In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then the Authority may initiate penal actions as permitted under law including but not limited to encashment of Bank Guarantee in lieu of Performance Security.

9. EVENT OF DEFAULT AND TERMINATION

9.1. 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 created circumstances by an act of commission or commission 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.

9.2. 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.

9.3. 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) 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

9.4. 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.

10. DISPUTE RESOLUTION

10.1. 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.

10.2. 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 10.1 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.

10.3. 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.

11. FAIRNESS AND GOOD FAITH

11.1. 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.

11.2. 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 11.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9.2 hereof.

12. 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 Damage to the Weighbridge and its components

- a) The weighbridges supplied and installed by the Agency are located in outdoor condition and hence should last in heavy usage conditions including all weather conditions. All such equipment/components shall be designed to be vandal proof/vandal resistance. Damage to equipment/components of Weighbridge due to regular wear and tear under field conditions, damage or failure due to exposure to outdoor conditions such a moisture and heat, faulty manufacture, latent manufacturing defects within design limit, mechanical, electrical or electronic failure, shall be the liability of the Agency during the Contract Period. In such case, Agency shall repair, replace the equipment if it is under warranty, and change the spare such that the repaired unit has full functionality during the Contract Period. It is responsibility of the Agency to ensure that all equipment/hardware continues to function as per specified Technical Specification and maintain the Service Levels during the Warranty and Maintenance Period. All costs towards repair/modification/changing spare/replacement shall be borne by the Agency.
- b) Damages due to Vandalism, tampering of weighbridge equipment/ components by Authority staff or Authority appointed contractor's staff and damage due to accidents of any kind shall be the liability of the Authority. In such case, Authority shall request the Agency to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by the Authority to the Agency less of insurance proceeds.

11.4 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.

13. 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.

14. Project handover

14.1 Handing Over of Project

Upon expiry of the Agreement by efflux of time and in the normal course or prior termination of this Agreement due to Event of Default or dissolution or insolvency or Force Majeure , the Agency shall at the end of the Agreement Period or prior termination of this Agreement, as

the case may be, hand over free from Encumbrances the peaceful possession of the assets including all software, database and Hardware/ equipment at no cost to Authority.

14.2 Inspection and Removal of Bugs and Deficiency

- a) The handing over process shall be initiated at least two months before the actual date of expiry of the Agreement Period in normal course or during the Notice Period in case of early termination by a joint inspection by the Authority and the Agency.
- b) The objective of this stage will be to conduct full tests of the functionality of each piece of Project as a whole, progressively, in order to identify faults, isolate them and rectify them in the most efficient manner in terms of cost and time before handing over to Authority.
- c) The Agency shall be entitled to remove promptly any bugs or defects observed during the Tests in the Project Components. Such bugs and deficiencies shall be removed and cured respectively in a time period commensurate with type of bugs and defects.

14.3 Recovery of Balance due of Authority from Agency

The dues payable to Authority by the Agency on any account, if any, at the end of the Agreement shall be recovered by the Authority from the Performance Guarantee.

15. POST TERMINATION SUPPORT

In case the Agreement between the Authority and Agency is terminated for any reason whatsoever, either on account of Agency Event of Default and /or Authority Event of Default or even for any reason not envisaged in the Agreement, then the Agency shall be responsible for operation, maintenance and management of supplied weighbridges at agreed terms specified in this Agreement till Authority appoints and handover the weighbridges to new /replacement Agency.

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: Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins 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 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)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

(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: 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 7: 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]
--	--

Annexure 8: 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 Request for Proposal for Selection of Agency to Supply, Installation, Testing and Commissioning, & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects.

The Authority hereby covenants to pay the Prices/ Service Fees to the Agency for supply and commission of prefabricated cabins, supply and commissioning of 100 MT weighbridge and CAMC services at the agreed price specified hereunder.

- a) The Authority hereby covenants to pay the Prices/ Service Fees to the Agency for Supply, Installation, Commissioning and Testing of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins (Capital Items) at the agreed price specified hereunder and no extra charges shall be considered for the same.

Table 1 Supply, Installation, Commissioning and Testing of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins

Sr. No.	Description	Quantities (a)	Rate per unit Rs. (b)	GST + Taxes (c)	Total in Rs. (d= (a* b)+c)
1	Supply, Installation, Testing and Commissioning of 100 MT weighbridges as per scope of work mentioned in RFP Section II Part 1 including all civil, mechanical, electrical, IT, etc considering total scope of work.	14			
2	Supply, Installation and Commissioning of prefabricated cabins (10*10*8.5 feet) as per scope of work mentioned in RFP Section II Part 2 including all civil, mechanical, electrical, IT, etc considering total scope of work.	14			

Total (1+2)	X
--------------------	----------

- b) The prices of Supply, Installation and Commissioning of the Supply, Installation, Testing and Commissioning of 100 MT weighbridges and Supply, Installation & Commissioning of prefabricated cabins (Capital Items) 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. Total service fees exclusive of GST shall be taken into account for evaluation.
- c) Total rates quoted shall be including GST and GST will be paid/adjusted/ reimbursed as per prevailing rates & rules to the extent directly related to the service rendered or goods supplied by the successful bidder under the said contract subject to uploading the invoice on GSTN portal and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the bidder does not upload the invoice within four months from the invoice date on GSTN portal GST will not be reimbursed to them. If rates of current taxes undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder. No statutory variation shall be admitted, if current taxes, duties, levies etc become payable because of exceeding the prescribed limit for turn over after the date of offer.
- d) The price specified in table hereinabove specified shall be inclusive of all taxes. The taxes shall be specified separately. Rates with quoted Applicable Tax rate shall be taken into account for evaluation.
- e) Authority hereby covenants to pay the Prices to the Agency for the warranty period of 100 MT weighbridges at agreed price specified hereunder.

Table 2 Cost of housekeeping manpower during warranty period

Sr. No	Description	No. of Mines	No. of Manpower (a)	Quarterly Unit Rate (b)	Total Quarterly amount in Rs. (C= a* b)	Yearly amount in Rs. (D= C*4)
1	Cost of housekeeping manpower during warranty period for Gadhsisa (1 no.), Umarsar (1 no.), Bhavnagar (2 no.), Bhatia (1 no.), Kadipani (1 no.), and Lakhpat (1 no.)	6	7			Y

- f) Authority hereby covenants to pay the Prices to the Agency for the 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 3 of Section II of RFP except calibration work at agreed price specified hereunder.

Table 3 Comprehensive Annual Maintenance of weighbridges

Sr. No	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly amount in Rs. (C= a* b)	Amount in Rs. For four years i.e.: 16 quarters (D= C*16)
1	Gadhsisa	No of Weighbridges	3			
2	Umarsar		3			
3	Bhavnagar		5			
4	Bhatia		1			
5	Lakhpat		1			
6	Kadipani		1			
Total (1+2+3+4+5+6)						Z

g) Authority hereby covenants to pay the Prices to the Agency for Testing of Weighbridges (similar to calibration) in CAMC period at agreed price specified hereunder.

Table 4 Testing of Weighbridges (similar to calibration) in CAMC period

Sr. No	Description	Unit	Quantities (a)	Quarterly Unit Rate (b)	The total quarterly amount in Rs. (C= a* b)	Amount in Rs. for four years i.e.: 16 quarters (D= C*16)
1	Gadhsisa	No of Mines	1			
2	Umarsar		1			
3	Bhavnagar		1			
4	Bhatia		1			
5	Lakhpat		1			
6	Kadipani		1			
Total (1+2+3+4+5+6)						XX

Table 5 Total Contract Price

Sr. No	Total amount form above mentioned tables	Total Amount in Rs.
1	Table 1	X
2	Table 2	Y
3	Table 3	Z
4	Table 4	XX
Total Contract Price/ Fees		AA

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins at GMDC's various projects

- h) The total Contract Price / Fees shall be as per Table 5 "AA" as per the cumulative Fees for Table 1, Table 2, Table 3 , and Table 4.
- i) The prices of CAMC charges 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 exclusive of GST shall be taken into account for evaluation.
- j) The Prices for CAMC are inclusive of all scope items related to CAMC specified in Section II.
- k) The bidder to refer RFP Section V for the detailed payment terms understanding.

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 9: 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

Request for Proposal for Selection of Agency to Supply, Installation, Testing, Commissioning & Comprehensive Annual Maintenance of 100 MT Weighbridges with Supply & Commissioning of Prefabricated cabins 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 10: 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

-----XXXXX-----

If an updated notification is available with GMDC, then GMDC shall provide the same.

Annexure 11: Technical Specifications of New Weighbridges to be supplied

A. Design Requirement Weighbridge (100T)

Sr. No.	Description	Specification
1	Capacity	100 MT
2	Type	Static, Pit less Type & electronic load cell operated microprocessor & PC based having interfacing facility with DCS/PLC system.
3	Platform Size	Minimum 16m x 3m
4	Load Cell	Double Ended shear Beam(digital) with IP68 & IP69K
5	Accuracy	Conforming to OIML Recommendations & Weights & Measures Act in India. Least count display-10kg accuracy:min.+0.001% of FS
6	Display	Outdoor type electronic weight LED display- 10 Kg & accuracy: min.+0.01% of FS
7	Accessories	Related weigh bridge bolt with guard, and Loadcell mounting plate

B. Platform Structure

Sr. No.	Description	Specification
1	Design	Pit less type Modular with multiple modules along length
2	Weight	Minimum 10,000kg- To 10,500kg
3	Construction	Top & Bottom plates welded to the beam to form a complete enclosed structure.
4	Material of Construction	Structural Steel as per IS:2062 from reputed steel brand
5	Main Beam	Minimum 26(250mm) Cross beam and Main beam 6(450 mm) nos.(ISI MAKE) or as per design
6	Top Plate	Minimum 12mm thick MS plate with antiskid strip or checkered plates, welded with single joint along module length.(SAIL/ESSAR)
7	Bottom cover plate	Structural Steel of Suitable Thickness for sealing of structure from bottom in addition to adding strength.
8	Painting	Epoxy primer & epoxy top coat, DFT (100~120 micron). Shade: as approved by Client
9	Horizontal movement arrestor	End-check plates at corner load cell positions and side check plates at all load cell positions
10	Load Cell Mounting	Concealed within structure. Tamper resistant
11	Guide-rails	Bolt-on, Tubular, epoxy painted of approved Shade

C. Load Cell

Sr No	Description	Specification
1	Type of Load Cell	Double Ended shear beam Type
2	No. of Load Cell	Minimum 8 Nos
3	Loadcell Type	DIGITAL
4	Accuracy of Load Cell	OIML R-60 C3 (3000 divisions) approved or above
5	Mounting	Self-aligning, double pendle, anti-rotation strut mounting including pre-fitted, pre-greased, top & bottom load buttons with grease retainers secured with hose-clip
6	Capacity	30 TN (each Loadcell) or above
7	Make	Leopard / ADI / Zemic / Keli
8	Inbuilt Lightning Protection	Lightening Protection provided through 4x50 Giga ohm surge arrester inside the loadcell
9	Safe Overload	150% of rated capacity
10	Ultimate Overload	225% of rated capacity
11	Output at rated capacity	1.75 mV/V
12	Combined Error	0.013% of rated output
13	Insulation Resistance	>5000 M Ohms
14	Operating Temp. range	-10 to +60 Degree c
15	Surge Protection	In built 4x50 Giga ohm surge arrestors
16	Cable Length	Armoured cable as per Site Requirement
17	Earthing Cable/Strip	Earthing Cable/Strip shall be provided from Earth pit to the weigh Bridge as per site requirement

D. Junction Box

Sr. No.	Description	Specification
1	Function	Load cell cornering for 8 Cells and interface to Digital indicator
2	Housing	SS304
3	Cable entry	PVC glands



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