

TENDER DOCUMENT

FOR THE WORK

UPGRADATION & ANNUAL MAINTENANCE CONTRACT FOR NEC OWNED RAIL/ROAD WEIGHBRIDGES

TENDER NOTICE NO:-SC/WB/350
DATE: 31.05.2011



NORTH EASTERN COALFIELDS
COAL INDIA LIMITED
MARGHERITA
ASSAM-786181



Ref: No.SC/WB/AMC/350

Date: - 31.05.2011

TENDER NOTICE**SUB:- UPGRADATION & ANNUAL MAINTENANCE CONTRACT FOR NEC OWNED RAIL/ROAD WEIGHBRIDGES**

Sealed single composite tender for 1 (one) Rail Weighbridge and 2 (two) Road weighbridges of North Eastern Coalfields/Coal India Limited are invited from experienced and reputed contractors for the work of up gradation & Annual Maintenance Contract of the weighbridges installed in the colliery and Railway siding/yard under NEC as per details below:

Type of weighbridge	Capacity	Make	Quantity	Location	Nature of Work
Rail-in-motion (Pit Type) 52S	100 tonne	Avery India Limited.	1	Ledo Railway Yard	Upgradation & AMC
Road (Pit less) 51 HY L105	40 tonne	Avery India Limited.	1	Itakhola, Tirap colliery	Upgradation & AMC
Road (Pit Type) MWS-2100	100 tonne	Digital Weighing Systems (P) Ltd.	1	Tikak colliery	AMC

N.B.: AMC holder will ensure 100% weightment of empty and/or loaded wagons passing through above weighbridges in both directions as and when required.

Estimated value: 37, 51,302/- (Rupees Thirty Seven Lakhs Fifty One Thousand Three Hundred and Two) only exclusive of all Taxes & duties.

Total Earnest Money: Rs. 3, 75,500/- (Rupees Three lakh Seventy Five Thousand Five Hundred Only). Earnest Money for the jobs quoted by the tenderers should be submitted in the form of Bank Draft drawn on a scheduled bank, issued in favour of Coal India Limited, Payable at Margherita/Guwahati.

Availability of NIT and Tender Documents: The detailed NIT and Tender Documents can be had from the office Chief General Manager, NEC, Margherita, the office of Chief General Manager, NEC, Black Diamond Towers, G.S.Road, Guwahati or NEC Cell, 1st Floor, Coal Bhavan, 10, N.S.Road, Kolkata-1, on payment of Rs.1500/- (Rupees One Thousand and Five Hundred only) inclusive of VAT, in cash between the period **01.06.2011 to 15.06.2011 during office hours on all working days.**

General Instructions for Submission of Tender

Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&II. Part I & II should be in sealed covers clearly superscribing as part I & II on the respective envelopes.

Part II of the offer should consist of rates quoted the bidder in the format given in the tender document.

Part II envelopes will be opened only in respect of such tenderers as found valid/qualified after scrutiny of part I.

Tender document is also available on our website www.neccoal.co.in

The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders. Non-deposition of tender fee & Earnest Money will lead to disqualification of the tender.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I or Part II covers.

In case of any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

The last date for receipt of tender in the sealed tender box is **15.06.2011 up to 5.00 PM**. The sealed Tender Boxes will be available in the office of Chief General Manager, NEC, Margherita, the office of Chief General Manager, NEC, Black Diamond Towers, G.S.Road, Guwahati and NEC Cell, Coal Bhawan, 10,N.S.Road, Kolkata-1. The tender will be opened on **17.06.2011 at 03.30 PM** in the office of Chief General Manager, NEC, Margherita in the presence of Tenders or their authorized representatives.

Validity period of offer: Not less than 120 days after dead line for Bid submission.

Period of Contract: For Five years from the date of Letter of Intent or actual handing over of the site/machine, whichever is earlier. On the periodical review of the performance of contract, if it is found to be satisfactory, NEC/CIL authority may consider extension as per terms of NIT.

The company is not under any obligation to accept the lowest tender/tenders and reserve the right to reject any or all tenders without assigning any reason whatsoever and also to distribute the work to more than one tenderer at its sole discretion.

General Manager



Ref: No.SC/WB/AMC/350

Date:- 31.05.2011

DETAILED TENDER NOTICE**A. NAME OF THE WORK :**

1. Up-gradation of the existing software and necessary hardware of the weigh bridge systems indicated below as well as their comprehensive AMC.
 - i. Rail in motion weighbridge 100 MT (Make-Avery India Ltd) installed at Ledo.
 - ii. Road weighbridge 40 MT (Make - Avery India Ltd) installed at Ledo.
2. Comprehensive AMC for the Road weighbridge 100 MT (Make-Digital Weighing System (P) Ltd.) installed at Tikak Colliery.

B. DETAILED SPECIFICATIONS:

1. Complete designing, installation and commissioning of the Windows based software in place of existing DOS based software, associated communication interface hardware, replacement of digitizer as required, supply of new PCs (as per specs enclosed) for the existing weigh bridge systems so as to continue the normal / bi-directional weighment operation as being done at present without any degradation of service after upgradation/modification. Electrical Earthing for system & Lightning Arrestor shall be supplied and installed at each site by the tenderer. Regular up keeping of the Earthing for system & Lightning Arrestor so installed shall be included in the scope of works by the Tenderer.
2. All the newly supplied software and hardware shall be guaranteed for a period of one year from the date of commissioning of the system
3. The Tenderer shall undertake comprehensive AMC of the weigh bridge system (except the parts/subsystems covered under guarantee period) for a period of one year commencing from the date of commissioning of the modified system.
4. On satisfactory completion of 1st year maintenance contract and guarantee period, the tenderer shall undertake comprehensive AMC of the total weigh bridge system.
5. Successful Tenderer shall post one of their senior & experienced Service Personnel at Ledo/Margherita. Suitable accommodation shall be provided by NEC on nominal charges. Any complaint/breakdown shall be rectified and system shall be restored within 24 hours of the receipt of the complaint.
6. Tenderer shall quote and supply any additional item/items (not explicitly mentioned in the NIT) required for up-gradation of the weigh bridge system.



7. Tenderer shall inspect the existing weigh bridges at their own cost and risk for any data/clarification required before participating in the tender.
8. Item-wise confirmation/clarification of the NIT and deviation if any shall clearly be indicated in the offer.

C. DETAILED TERMS & CONDITIONS FOR AMC:**1. SCOPE OF WORK:**

- I. The work involves comprehensive maintenance of following weigh bridges after up gradation (Pl. refer to item no.7 & 8 of the Bill of Material/Service):
 - i. Rail in motion weighbridge 100 MT installed at Ledo (Make- Avery India Ltd).
 - ii. Road weighbridge 40 MT installed at Ledo (Make-Avery India Ltd).
- II. Comprehensive maintenance Road weighbridge 100 MT (Make-Digital Weighing System (P) Ltd.) installed at Tikak Colliery.
- III. The work involved shall be repair / rectification / replacement of all components / equipment as mentioned below:-
 - a. Electronic digitizer, PC, PCBs, Printer, Printer head, Track Switches.
 - b. Servo-stabilizers / CVT
 - c. All mechanical items
 - d. Any other item required for running of the weighbridge and provided by the bidder.
- IV. The agreement shall exclude the following:
 - a. Load Cells / Weigh Rail Sensors.
 - b. Maintenance of UPS System, batteries, Sump Pump.
 - c. All consumable items such as ribbons, cassettes, paper rolls, diskettes and Printing stationary.
- V. On award of work, successful Tenderer will submit the valid pricelist of spares and consumables including load cells. Supply shall be made against requirement indicated by NEC time to time and payment shall be made as per valid pricelist.
- VI. The successful Tenderer shall have to keep their maintenance engineers at Ledo/Margherita. Suitable accommodation shall be provided by NEC on nominal charges. Highly experienced competent Service Engineers shall be posted at the above location. If any of the personnel posted in a particular place will go on leave, a substitute will be posted before leave is sanctioned. Information regarding this will be given to NEC authorities.



- VII. Sufficient inventory of spare parts / equipment will be maintained by the successful tenderer so as to restore the system within the stipulated time.
- VIII. All the incidental expenses related to the maintenance of site office and accommodation of the Contractor's personnel for due discharge of the Contract shall be borne by the Contractor.
- IX. The contractor shall ensure minimum four regular visits per month for each weighbridge even if the Weighbridge is in working order for checking / preventive maintenance purpose. They will record in a register at the weighbridge, their date of visit and work done and same shall be countersigned by Agent/Manager of the respective colliery. Service report shall be prepared in triplicate.
One copy : For colliery
One copy : For Area Sales Manager
One copy : To be submitted alongwith the bills towards periodical AMC Charges.
- X. After every repair / re-verifications by Inspector of Weights & Measure Department, the AMC holder shall arrange for proper sealing of the instruments and record should be maintained accordingly. Such records /Register shall be countersigned by Agent/ Officer in charge of the colliery.
- XI. AMC holder shall also ensure to upkeep & maintenance of earth pit /proper connection to earth pits and lightning arrestors during their routine inspections.

2. PAYMENT TERMS:

100% of the annual agreed charges shall be paid in two spells of six months on expiry of the respective periods and on furnishing bank guarantee from a nationalized bank for the 10% of value of agreement, valid for a period of 3 months beyond the contract period.

- i. Paying Authority: HOD (Finance), NEC, Margherita.
- ii. Separate Bills for each Weigh Bridge to be submitted along with service reports to Area Sales Manager
- iii. The Bill/ Breakdown report submitted for payment will be certified by the Area Sales Manager.

3. PENALTY:

- I. The successful tenderer shall ensure that any mechanical / electrical / electronic breakdown of the weighbridge shall be immediately attended and the weighbridge shall be commissioned within a reasonable time not exceeding 24 hours.
For this purpose sufficient inventory of spares / equipment etc. covered by the comprehensive AMC shall be maintained by the bidder at its own costs at site.



Any other spares /parts required (under clause C-I-IV) shall be supplied immediately on placing indent as per price list.

- II. It will be the responsibility of the successful tenderer to collect information regarding the weighbridge and they will not depend on NEC for this. Non-working of the Air conditioners will not be a reason for non-operation of P.C. and other electronic equipment.
- III. The successful tenderer shall agree for imposition of penalty by the company in case the weighbridge in question shall not be re-commissioned after repairs within 24 hours of reporting the defect.
- IV. The method of calculation of Penalty:

The penalty for non-rectification of the machine beyond 24 hours of breakdown shall be calculated as follows:

Amount to be deducted = $D \times \text{AMC Rate} / 365$.

Where D - No. of days the machine remains out of order

AMC Rate - Annual Maintenance Contract Charges per annum.

12 hours or more shall be taken as one day.

- V. The penalty for non-rectification of the machine shall be calculated on six monthly basis for each weighbridge separately. The penalty so calculated shall be deducted from the bill raised by the party.

4. **STAMPING & TESTING:** The successful tenderer shall ensure that weighbridges are stamped by Weights and Measure department and Railway Authority if any as required and the Weighbridge is not out of use on this count. The fees, if any, required for this purpose, which is legally payable to the Weights & Measures department or Railways shall be borne by the company.

The Company shall provide weights at the Weighbridge, if required, under the statutes and will allow the use of the same by the bidder for calibration or testing.

5. The old parts / equipment covered under AMC, which have been replaced by the successful tenderer with a new one or reconditioned shall be the property of the Contractor. Old/defective parts (other than consumables) replaced by way of supply as per price list shall be property of NEC.
6. The successful tenderer shall undertake to train the personnel deployed by the company at the weighbridges for day-to-day operations.
7. The successful tenderer shall ensure that the power supply lines to the Weighbridge instrumentation shall not be used for any sort of arc welding at or near the weighbridge or for any heavily fluctuating loads. In case of its use the supply to the instrumentation shall be cut off.



- 8.** The company shall provide unskilled assistance, if necessary.
- 9.** That the successful tenderer shall provide full medical treatment to his staff and labour in case of accidents on duty. The company shall have no responsibility whatsoever of towards staff / labour deployed by the bidder. In no manner the Company shall be liable to the Bidder or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the mine including the Siding and weighbridge, in the course of work.
- 10.** The successful tenderer shall be responsible for such contingencies and will make good all claims for compensations, claimed by his labour or staff or as decided by appropriate authority / tribunal or other competent agencies and discharge as the case may be, all liabilities under the Workmen's Compensation Act and other relevant laws of the land.
- 11.** If due to any reason, the 10% Bank Guarantee or equivalent amount kept with the Company is adjusted and the value is reduced, the successful tenderer shall forthwith restore the original amount.
- 12.** The Company shall keep the Weighbridge Pits and Platform clean and drainage systems will be kept in working order free from obstruction. In case of any lapses found on this account, the contractor shall make an entry in the register kept for the purpose at the Weighbridge for the company to do the job in good time.
- 13.** This Agreement shall not include repair / replacement of parts necessitated due to damage resulting from fire & accident. Repair necessitated by neglect / misuse, if proved specifically shall also be excluded from the Contract. The Contract is subject to exemption from effect of War, riot, strike and force majeure condition.
- 14.** The company reserves the right to cancel, terminate/reduce the period of agreement by giving 3(three) months notice in case unsatisfactory performance / breach of the terms and conditions of this agreement without prejudice to its rights as may have accrued.
- 15. ELIGIBILITY CRITERIA:**
 - I. To qualify the award of the contract, the intending tenderer must have in its name as a Prime contractor experience of having successfully completed similar works during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following:-
 - i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. OR



- ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR
 - iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- II. Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
Note: Similar work means Annual Maintenance Contract of fully electronic 100T capacity Static/In-motion Pit/Pitless type of Rail Weighbridges or fully electronic Pit/Pitless type Road weighbridge of 40 MT capacity or above.
- III. The intending tenderers must have in its name as a Prime contractor Valid License from Weights & Measures Department to undertake repairing of Rail weighbridges.
- IV. Tenderer must submit documentary proof in support of above in the form of payment/completion certificate issued by Govt./PSU Organizations for which they have worked.

**FORMAT FOR CONTRACT AGREEMENT****(On Non Judicial Stamp Paper)**

Agreement No.

THIS ARTICLE OF AGREEMENT made on this _____day of _____2010 between the North Eastern Coalfields, Margherita -786181, a division of Coal India Limited (hereinafter referred to as “the Company” which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____(herein after referred to as the “Contractor” which expression where the context so admit shall include its heirs , executors, administrators, legal representatives, successors in business and assign) of the other Part.

WHEREAS, the Company invited bid for the work_____ and the bid of the Contractor has been accepted by the Company vide their letter No._____ dated _____ for a sum of _____(Contract sum in figure and words).

WHEREAS the contractor has agreed to execute the works on the terms and conditions as stipulated in the bid document and subsequent amendments thereto for successful completion of the work.

KNOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In this agreement words and expressions shall have same meanings as respectively assigned to them in the Bid document, General, Special and Additional conditions of Contract.
2. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the contract.
 - 2.1. Bid Notice
 - 2.2. Letter of Award.
 - 2.3. The Bid and Price Schedules submitted by the Contractor
 - 2.4. General Conditions of the Contract
 - 2.5. Special Conditions of the Contract
 - 2.6. Financial terms and conditions.
 - 2.7. Billing Schedule.
 - 2.8. Technical specifications and drawings
 - 2.9. Additional Terms and Conditions.
 - 2.10. Work Schedule
 - 2.11. Any other documents as may be necessary.
3. In consideration of payment to be made by the Company to the Contractor, the Contractor hereby covenants with the Company to execute the work in conformity in all respects with the provisions of the Contract.



4. The Company hereby covenants to pay the Contractor, in consideration of the execution, completion and maintenance of the work, the Contract Price at the time and in the manner prescribed by the Contract.

5. The company reserves the right to cancel, terminate/reduce the period of agreement by giving 3(three) months notice in case unsatisfactory performance / breach of the terms and conditions of this agreement without prejudice to its rights as may have accrued.

6. The Contract shall abide by the Indian Laws.

In witness whereof the parties hereto have set their respective hands and seals on the day, month and Year first above written.

SIGNED, SEALED AND DELIVERED

Signed on behalf of the Contractor

Signed on behalf of the Company

Designation
(Name of the Contractor with address)

Designation
(Name of the Company with address)

In the presence of :

WITNESS-1
(Signature)
(Name in Block Letters)
Official address:

WITNESS - 1
(Signature)
(Name in Block Letters)
Official address:

WITNESS-2
(Signature)
(Name in Block Letters)
Official address:

WITNESS - 2
(Signature)
(Name in Block Letters)
Official address:



Document No.....

Bill of Materials / Service.

1. For Rail in motion weighbridge 100 MT:

Sl.	Description of Work/Material	Qty	Rate	Amount	Tax	Total
1	Windows based software for weighbridge system on CD media	1				
2	Communication interface hardware (if required)	1				
3	Digitizer compatible with new software (as required)					
4	PC & Printer as per enclosed specification	1				
5	Any other parts/sub systems required for up gradation (Detailed break up shall be given)					
A	Sub Total					
6	I&C of the weighbridge system by integrating new software/ parts/ sub-system with existing System including provisioning of electrical earthing and lightning arrestor.					
7	Comprehensive MC charges for the weigh bridge system (except the parts/ subsystems covered under guarantee period) for one year.					
8	Comprehensive AMC Charges for the total weigh bridge system (after guarantee period).	1 st Year				
		2 nd Year				
		3 rd Year				
		4 th Year				
		5 th Year				
B	Sub Total (6+7+8)					
C	TOTAL (A+B)					



Document No.....

Bill of Materials / Service.

2. For Road Weighbridge 40 MT:

Sl.	Description of Work/Material	Qty	Rate	Amount	Tax	Total
1	Windows based software for weighbridge system on CD media	1				
2	Communication interface hardware (if required)	1				
3	Digitizer compatible with new software (if required)					
4	PC & Printer as per enclosed specification	1				
5	Any other parts/sub systems required for upgradation (Detailed break up shall be given)					
A	Sub Total					
6	I&C of the weighbridge system by integrating new software/ parts/ sub-system with existing System including provisioning of electrical earthing and lightning arrestor.					
7	Comprehensive MC charges for the weigh bridge system (except the parts / subsystems covered under guarantee period) for one year					
8	Comprehensive AMC Charges for the total weigh bridge system (after guarantee period).	1 st Year				
		2 nd Year				
		3 rd Year				
		4 th Year				
		5 th Year				
B	Sub Total (6+7+8)					
C	TOTAL (A+B)					



Document No.....

Bill of Materials / Service.

3. For Road Weighbridge 100 MT:

Sl.	Description of Work/Material	Qty	Rate	Amount	Tax	Total
1	Windows based software for weighbridge system on CD media	1	N/A	N/A	N/A	N/A
2	Communication interface hardware (if required)	1	N/A	N/A	N/A	N/A
3	Digitizer compatible with new software (if required)		N/A	N/A	N/A	N/A
4	PC & Printer as per enclosed specification	1	N/A	N/A	N/A	N/A
5	Any other parts/sub systems required for upgradation		N/A	N/A	N/A	N/A
A	Sub Total		N/A	N/A	N/A	N/A
6	I&C of the weighbridge system by integrating new software/ parts/ sub-system with existing System including provisioning of electrical earthing and lightning arrestor.		N/A	N/A	N/A	N/A
7	Comprehensive MC charges for the weigh bridge system (except the parts/ subsystems covered under guarantee period) for one year		N/A	N/A	N/A	N/A
8	Comprehensive AMC Charges for the total weigh bridge system.	1 st Year				
		2 nd Year				
		3 rd Year				
		4 th Year				
		5 th Year				
B	Sub Total (6+7+8)					
C	TOTAL (A+B)					