

Tender Document

for

Obtaining Environmental Clearance under environment impact assessment notification, 1994 and 2006 and amendments of Mining Leases belonging to Maharashtra State Mining Corporation Limited, Nagpur.

1	Patgowari Dolomite Mine, Area: 55.63 Hectare, (Category A), At: Patgowari, Taluka: Ramtek, District: Nagpur (Maharashtra).
2	Gaurala Limestone Mine, Area: 116.13 Hectare, (Category A), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra).
3	Gaurala Limestone Mine, Area: 3.62 Hectare, (Category B), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra).
4	Khursipar Iron Ore Mine, Area-9.32 Hectare, (Category B) At: Khursipar Taluka: Amgaon, Dist. Gondia (Maharashtra).
5	Obtaining Environment Clearance for revision of production from 563 TPM (Tonne per month) to 2000 TPM in respect of Dongargaon Fluorite Mine, Area-31.22 Hectare, (Category B) At: Dongargaon, Taluka: Warora, Dist. Chandrapur. (Maharashtra).



Tender Notice No. : MSMC/GEO/March-2015 /01



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)

Plot No.7, Ajni Chowk, Wardha Road, Nagpur-440015.



Tel.No. 0712-2253204, 2553216

Fax : 0712-2253203

Email : info@msmc.gov.in

Website: www.msmc.gov.in

e-TENDER NOTICE

Digitally sealed tenders (Two-Bid System) as per e-Tendering system published on www.mahatenders.gov.in are invited by Managing Director, Maharashtra State Mining Corporation Ltd. for Obtaining Environmental Clearance under environment impact assessment notification, 1994 and 2006 and amendments of Mining Leases belonging to Maharashtra State Mining Corporation Limited, Nagpur.

e- TENDERNOTICE DETAILS

Tender Notice No. :	MSMC/GEO/March-2015 /01
Cost of tender document	Rs 1,000/-
EMD Amount	Rs. 20,000 for each Mine
Date, Time and Place of online opening of Tender (Technical bid)	On 16/04/2015 , 12.00 hrs at MSMC's Head office at Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015
Tender shall remain valid till	Up to six months from the date of opening of offer.
Tender For	<p>State Mining Corporation Limited, Nagpur Obtaining Environmental clearance under environment impact assessment notification, 1994 and 2006 and amendments of Mining Leases belonging to Maharashtra.</p> <ol style="list-style-type: none">1. Patgowari Dolomite Mine, Area: 55.63 Hectare, (Category A), At: Patgowari, Taluka: Ramtek, District: Nagpur (Maharashtra).2. Gaurala Limestone Mine, Area: 116.13 Hectare, (Category A), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra).3. Gaurala Limestone Mine, Area: 3.62 Hectare, (Category B), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra).4. Khursipar Iron Ore Mine, Area-9.32 Hectare, (Category B) At: Khursipar, Taluka: Amgaon, Dist. Gondia. (Maharashtra).5. Obtaining Environment Clearance for revision of production from 563 TPM (Tonne per month) to 2000 TPM in respect of Dongargaon Fluorite Mine, (Category B) At: Dongargaon, Taluka: Warora, Dist. Chandrapur. (Maharashtra).

TENDER SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Preparation, Bid Submission will be governed by time schedule given as per Key dates mentioned below:

Activities	Dates & Time
Online Tender Release	On 25/03/2015 at 17.00 hrs
Tender Document Downloading	On 25/03/2015 at 17.00 hrs To 15/04/2015 at 17.00 hrs
Online Submission of Bid	On 25/03/2015 at 17.00 To 15/04/2015 at 17.00 hrs
Online Tender Opening (Technical)	On 16/04/2015 at 12.00 hrs

GENERAL INSTRUCTIONS:

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit the following e-Tendering website of Government of Maharashtra: <http://www.mahatenders.gov.in>. All interested bidders participating in the on – line e-Tendering process, are required to obtain Class II or Class III Digital Certificates. The tender should be prepared & submitted online using individuals digital signature certificate.

PURCHASE AND DOWNLOADING OF TENDER FORM:

The tender document is uploaded / released on Government of Maharashtra, e-Tendering website <http://www.mahatenders.gov.in> Tender document, tender form and supporting documents may be downloaded from web site <http://www.mahatenders.gov.in> by depositing online payment through the payment gateway provided on website. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule. **Only those tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs. 1,000/- (INR One Thousand Only),** is deposited through payment gateway of the website on or before the scheduled date given in the e-TENDER NOTICE DETAILS.

INSTRUCTION TO BIDDERS

1. Introduction:-

1.1 The Managing Director, Maharashtra State Mining Corporation Ltd., Nagpur invites digitally sealed tenders in TWO BID system for State Mining Corporation Limited, Nagpur **Obtaining Environmental Clearance** under environment impact assessment notification, 1994 and 2006 and amendments of Mining Leases belonging to Maharashtra.

1.2 The tender document is uploaded/ released on Government of Maharashtra, (GOM) e-Tendering website <http://www.mahatenders.gov.in>. Tender document and supporting documents have to be purchased on-line and to be downloaded from the website. The bidders are required to deposit the tender fees through payment gateway provided on the www.mahatenders.gov.in . Subsequently, the tender has to be prepared and submitted online in correct format only as per the schedule. Only those tender offers shall be accepted for evaluation for which non-refundable Tender Fee is deposited on or before schedule date given in TENDER SCHEDULE of the tender.

1.3 Accreditation certificate of B category never consider for A category project.

1.4 The Managing Director reserves the right to accept or reject any or all offer(s) without assigning any reason thereof.

2. Process of Submission of Tenders:-

Both the bids (Technical as well as Commercial) shall be submitted online. Tender(s) not submitted online shall not be entertained. All the documents shall be submitted online (in the form of PDF files/Scanned images). Bidder must upload digitally signed documents during online bid preparation.

Instructions for online submission:-

The date and time for online submission of bids shall strictly be followed in all cases. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained. If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, MSMC shall not be held responsible and any grievance regarding the same shall not be entertained. EMD deposit through online by the payment gateway provided on website (<http://www.mahatenders.gov.in>).

- 2.1 Tender shall be submitted in two bid system i.e. **Technical Bid and Price Bid** through e-Tendering process. **Then, submit the envelope of Technical-Bid physically at the registered office of MSMC before opening of the Technical Bid (as per tender schedule).**
- 2.2 Tenders submitted without following **Two Bid System** through e-Tendering procedure shall be rejected.
- 2.3 The Two Bid offer must be submitted along with document(s) as per the guidelines given below by e-Tendering procedure only.

2.4.1 Envelope No.1 (Technical Bid):-

Bidder should submit all the following documents online by e-Tendering procedure (In the form of PDF files/ Scanned images). Bidder must submit digitally signed documents and prepare separate technical bid envelope for submitting the same physically at registered office of MSMC. Technical bid must contain only the following documents in the Envelope-1 with subscripted as :

ENVILOP OF TECHNICAL BID

Tender No. MSMC/GEO/March-2015 /01

- 1) A covering letter duly signed and sealed as prescribed in Annexure-1.
- 2) Proof of payment of the cost of tender as prescribed in clause 1.2.
- 3) Photocopy of Accreditation by Quality Control of India and or required certificates for preparation and obtaining environment clearance.
- 4) Prescribed tender document with signature of bidder on each page.
- 5) Proof of submission Earnest Money Deposit (EMD).
- 6) Experience, as per point no 4.2
- 7) Bio-data of technical team members as per Annexure-2.
- 8) Copy of Certificate of Service Tax Registration.

2.4.2 Envelope-2 (Price Bid):-

Digitally signed Price Bid must submit online only.

2.4.2.1 Price bid must be strictly in form BOQ.

2.4.2.2 The rates in the tender shall cover all statutory duties, taxes, levies, etc.

3. Deadline for submission of Tenders:-

3.1 Tender shall be submitted online on or before the last date & time of submission as per schedule specified in tender notice.

3.2 However, MSMC may at his discretion, extend the deadline of submission of tenders before closing, by notifying it on official web site. Bidders are requested to visit official website till last date of submission of tender for any changes in this regards. No separate communication or publication shall be made in this regard.

4 Eligibility Criteria for this tender:-

4.1 Bidder must submit all the documents mentioned in Technical Bid envelope as **Point 2.4.1.**

4.2 **Experience:-** The Tenderer must submit **Notarized copy** of three works/projects completion certificate of environment clearance.

5. Amendment of Tender Document:-

5.1 MSMC may amend the tender document(s) by issuing Addendum/Corrigendum on official e-Tender website of Govt. of Maharashtra: <http://www.mahatenders.gov.in>.

5.2 Any Addendum/Corrigendum as well as clarification thus issued shall be a part of the Tender Document and it is considered that the information contained in the amendment would have been taken into account by the Bidder.

5.3 MSMC shall extend, at its discretion, the deadline for submission of tenders. In such case, MSMC will notify all the Bidders by publishing it on the website.

6. Opening of Tender:-

Tender shall be opened on the date & time specified in tender notice. Bidder or its authorized representative is expected to present at the time of opening of tender.

6.1 Technical Bid:- Technical Bid will be opened online through e-Tendering procedure. If the documents contained in the envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said bidder's Price Bid will not be considered for further action. All such Technical Bid containing each and every

document(s) shall be taken for further technical evaluation. Decision of the tender opening authority must be final.

6.2 Price Bid: When at least three bidders will qualify technically, their price bid only be opened for further considerations. The date and time of opening of Price Bid, after final evaluation of Technical Bid will be informed separately to all the technically qualified bidders.

7. Period of Tender:-

7.1 The tender offer must be valid up to six months from the date of opening of technical bid.

7.2 Period of contract:

	Particulars of works: Obtaining Environmental clearance under environment impact assessment notification, 1994 and amendments of Mining Leases belonging to Maharashtra State Mining Corporation Limited, Nagpur.	Period of contract
1	Patgowari Dolomite Mine, Area: 55.63 Hectare, (Category A), At: Patgowari, Taluka: Ramtek, District: Nagpur (Maharashtra).	09 months
2	Gaurala Limestone Mine, Area: 116.13 Hectare, (Category A), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra)	09 months
3	Gaurala Limestone Mine, Area: 3.62 Hectare, (Category B), At: Gaurala, Taluka: Maregaon, District: Yeotmal (Maharashtra)	09 months
4	Khursipar Iron Ore Mine, Area-9.32 Hectare, (Category B) At: Khursipar, Taluka: Amgaon, Dist. Gondia (Maharashtra)	09 months
5	Obtaining Environment Clearance for revision of production from 563 TPM (Tonne per month) to 2,000 TPM in respect of Dongargaon Fluorite Mine, Area-31.22 Hectare, (Category B) At: Dongargaon, Taluka: Warora, Dist. Chandrapur. (Maharashtra).	09 months

8. Prices:- The prices quoted and accepted will be binding on the bidder and must be valid for a period of validity.

9. Evaluation of Tenders:-

9.1 After opening of Envelop No.1 (Technical Bid) by e-Tendering procedure on the scheduled date, time and venue, the Tender Committee shall examine the contents of the tender received along with all prescribed mandatory document(s).

9.2 The Tender Committee shall scrutinize the document(s) mentioned above for its eligibility, validity, applicability, compliance and substantiation stipulated in tender document.

9.3 If, any tender, during the evaluation process do not meet the tender conditions laid down in the tender document, it will be disqualified and such tenders shall not be considered for further evaluation.

9.4 Price bids of technically valid offers will be opened by e-Tendering procedure only and **lowest offer of individual mine will be recommended for award of contract.** Award of contract will be as per prescribed government procedure.

10. Award of Contract:-

10.1 Bidder quoting the lowest offer will be informed about the intention of award of contract (Acceptance of Tender) by sending an Acceptance Letter .

10.2 MSMC will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.

10.3 **MSMC reserves the right to cancel or revise any or all** of the tenders or part of tenders without giving any reason thereto with no cost to the corporation.

11. Security Deposit:-

11.1 The successful bidder shall submit the security deposit of 10% of the total contract value within 7 days after signing of contract in the form of Demand Draft in favour of 'Maharashtra State Mining Corporation Limited,' payable at Nagpur and the same shall remain at the disposal of the corporation as security till the satisfactory execution and completion of the work in accordance with provisions of contract.

11.2 Security deposit will be returned to the contractor after three month from the date of completion of contract.

11.3 Without prejudice to its right of indemnity for all statutory and financial liabilities, MSMC reserves the right to forfeit in full or in part of the Security Deposit, in the event of non-performance/non-compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons.

12. Time Limit for Completion and Liquidated Damage:

The contractor must complete the allotted work as per point number 7.2 from the date of acceptance of the work order. In case of delay, a Liquidated Damages (L.D.) for the delayed period will be levied at the rate of Rs 500/- per week for each mine.

13. Failure of Contractor:

13.1 If the contractor fails to complete the works, and as a result, the order is cancelled, the amount due to him, shall be recovered. The contractor shall be liable to pay any loss, cost of tender, other incidental expenses, etc. which the corporation may sustain on account of such cancellation.

13.2 In the event of extension, liquidated damages, will be applicable.

13.3 In addition to action above, the corporation may propose the defaulting firm for blacklisting from future tenders.

14. STATUTORY RULES & REGULATIONS

14.1 The contractor will abide by all the laws of the land applicable to this type of job.

14.2 In respect of the employees engaged by the contractor, the contractor will be “EMPLOYER” defined under various Act Rules & Regulations in relation to the nature of work involved. The person engaged by the contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor’s employees and the corporation. The contractor will be responsible for payment of compensation caused to all his employees or caused by his employees/machines to others due to any incident/accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect. The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act, 1936, Employees’ Provident Fund Act, Payment of Gratuity Act, 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970, Equal remuneration Act, 1979, Child Labour (Prohibition & Regulation) Act, 1986, Mines Act, 1952, Mines Rules 1955, Metalliferrous Mines Regulation 1961, Explosives Act, Turnover Tax Act (wherever applicable) and other relevant Central/State Government Rules, etc. the tenderer shall take full responsibility for stoppage of work, as a result of non compliance to above rules and violations pointed out by the enforcing agencies, thereof. The Contractor shall, at his own cost and time, rectify all the defects/violations pointed out by such statutory authorities.

Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the Corporation shall be free to impose penalty, stipulated, in the tender documents. The Contractor shall defend, indemnify and hold the Corporation harmless from any liability or penalty which may be imposed by the Central/State or local authorities, by the reasons of any assorted violation, by the contractor and also from all claims, suites or proceedings, that may be brought against the Corporation.

15. PAYMENT OF BILLS:

30% of the bill amount for the work done will be released after submission of report to MoEF for approval. Balance 70% payment for the work done will be released after getting final approval.

16. Specific Terms & Conditions:

16.1. The work should be carried out as per the guidelines of MoEF.

16.2 Bidder must study maps & mine locations before quoting the prices for above items.

16.3. The Corporation reserves the right of accepting the tender either in whole or part, and the tenderer shall be bound to execute the same at his quoted rates.

16.4. Any tax, like VAT, Service Tax, Income Tax, W.C. Tax, Cess Tax, Royalties, etc. leviable in respect of this contract shall be payable by the tenderer and the Corporation will not entertain any claim whatsoever in this respect.

16.5. On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the corporation.

16.6. MSMC will not pay any expenses of lodging, boarding and travelling. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified.

16.7. MSMC will return the security deposit after three month from the date of completion of contract.

16.8. Qualified bidder will have to sign the agreement with MSMC.

16.9. Future government rules will be applicable to bidder.

16.10. Any tender without EMD or EMD of an amount less than as prescribed in clause will be summarily rejected.

16.11. The Corporation shall return the EMD only non selected tenderer after decision on the award of the tender.

16.12. Bidder shall not be entitled for any interest on EMD.

16.13. EMD shall be forfeited if a bidder withdraws its tender during the period of bid validity as specified in the tender.

16.14. Bidder should submit details of the DD online by E-Tendering procedure and should submit the same at registered office of MSMC, Nagpur, on or before schedule date given in notice details.

16.15 Tenderer is aware about the fact that the Maharashtra State Mining Corporation is a Government of Maharashtra Undertaking and has to carry on the working in accordance with the existing Government policies and rules. Tenderer agrees to abide by all the future rules which will be made applicable to the Maharashtra State Mining Corporation.

16.16 The tenderer shall sign each and every page of the tender documents and submit in the appropriate part of the bid.

16.17 Tender document is not transferable.

16.18 The contractor shall not assign the sub contract, or any other part thereof, or any benefit or interest therein or there under.

17. Confidentiality:-

17.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made.

17.2 Any effort by the bidder to influence the purchaser in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidders bid.

18. Corrupt or Fraudulent Practices:-

18.1 The Corporation as well as Bidders shall observe the highest standard of ethics during the execution of such Contracts.

18.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Tender process or in contract execution.

18.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a Tender process or the execution of a contract to the detriment of corporation and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the corporation of the benefits of free and open competition.

18.4 “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish tender prices at artificial, non competitive level; and.

18.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the sale process or effect the execution of the contract.

18.6 “The corporation will reject a tender for award if it determines that the bidder recommended for awards has directly or through an agent engaged in corrupt or fraudulent practice in competing for the contract in question;

18.7 The Corporation will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

19. Resolution of dispute :- In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

20. Governing Language:-

English language version of the contract shall govern its interpretation

21. Applicable Laws:-

The Tender shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

22. Indemnification:-

The contractor shall indemnify the corporation against all actions, suits, claims and demand or in respect of anything done or omitted to be done by contractor in connection with contract and against any losses or damages to the corporation in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

23. Jurisdiction:-

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Nagpur only and not elsewhere.

24. Saving Clause:-

No suits, prosecution or any legal proceedings shall lie against the any member of Tender committee for anything that is done in good faith or intended to be done in pursuance of tender.

25. Force Majeure Clause:

If in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s) by Government or people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade(s), civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Government order or statutory action or natural calamity or act(s) of Gods or any cause of whatever nature or description beyond the control of the corporation, then the agency shall have no claim whatsoever, against the corporation for any loss, damage caused to the agency by such reason.

On the occurrence of any of the force majeure condition, the party concern shall notify the corporation in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the corporation shall be the sole judge.

In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually. For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Corporation nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure conditions did actually exist.

Inspecting authority:

General Manager (Operation) and Manager (Geology) and Manager Mines or his authorized representative will be the inspecting authority.

Covering Letter

(To be printed on Official Letter Head of Bidder)

To,

Managing Director,
Maharashtra State Mining Corporation Ltd.,
Ajni Square, Wardha Road,
NAGPUR.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to complete the work for Obtaining Environmental clearance under environment impact assessment notification, 1994 and amendments of Mining Leases belonging to Maharashtra State Mining Corporation Limited, Nagpur.

in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelope-2 which is made part of this tender.

We undertake, if our tender is accepted, to complete the said work in accordance with the validity period allowed to us and as mentioned in tender document.

If our tender is accepted, we undertake to submit the security deposit amounts within the time specified in the tender document.

We agree to abide by terms, conditions, etc. of the tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

All the terms and conditions of the tender document(s) shall constitute a binding contract between us without considering a deviation as might be indicated in our tender. We further understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date : _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Price Bid

Tender Notice No. : MSMC/GEO/March-2015 /01

Sr. No.	Obtaining Environmental Clearance under environment impact assessment notification, 1994 and 2006 and amendments of Mining Leases belonging to Maharashtra State Mining Corporation Limited, Nagpur.	Quoted Rates (Rs)
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Note:- Mines stated at Sr. No. 2 and Sr. No. 3 are adjoining mines.