

Tender Document

**Preparation of Mine Plan and getting final approval from competent authority of
Pohara Sillimnite Mine,**

At- Pohara, Taluka-Lakhani, District- Bhandara (Maharashtra)

Area : 39.40 Hector



TENDER NO. MSMC/GEO/2016/05-----



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)

Khanikarm Bhawan, Plot No. 7, Ajni Chowk, Wardha Road,
NAGPUR - 440 015.



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www.msmc.gov.in

TENDER NOTICE

Managing Director, Maharashtra State Mining Corporation Ltd. Nagpur invites Sealed Tenders for Preparation of Mine Plan and getting final approval from competent authority. A tender document is available on www.msmc.gov.in from 24.08.2016 at 17.00 hrs. The details are as follows:

Tender Notice no.	MSMC/GEO/2016/05-----
Cost of Tender document	Rs 500/- (Rs. Five Hundred)
EMD Amount	Rs. 10,000/- (Rs. Ten thousand)
Last Date and Time of Submission of Demand Draft for Tender document Fees and for EMD	22.09.2016, 13.00 hrs at MSMC's Head office at Khanikarma Bhawan, Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015
Date, Time and place of opening of Tender	22.09.2016- 13.00 hrs at MSMC's Head office at Khanikarma Bhawan, 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
Tenders For	Preparation of Mine Plan and getting final approval from competent authority of Pohara Sillimnite Mine Plan, At- Pohara, Taluka-Lakhani , District-Bhanadara (Maharashtra). Area : 39.40Hector. Since both major and minor minerals are present in the mine therefore separate mine plans be submitted and approval has to be taken from Indian bureau of mines

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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
Tender Release on MSMS'S web site	24.08.2016 at 17.00 hrs.
Tender Document Download/Perches	24.08.2016 at 17.00 hrs. To 22.09.2016- 13.00
Last Date/ Time of Tender Submission	22.09.2016- 13.00
Tender Opening (Technical Bid)	22.09.2016

GENERAL INSTRUCTIONS

Pohara Sillimnite Mine is situated in Taluka: Lakhni, District: Bhandara and belongs to Survey of India, Toposheet No. 55 O/16 intersecting Latitude 21⁰01'52"N and Longitude 79⁰51'29"E having 39.40 Ha leasehold areas. This mine is approximately 100 KM from Nagpur. Pohara Sillimnite Mine is granted by Government of Maharashtra for Sillimnite, Kyanite, Corundum and other associated aluminium silicates. Sillimnite and pyrophyllite is the main mineral and corundum and other associated aluminium silicates found in said lease.

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 website of MSMC www.msmc.gov.in.

PURCHASE AND DOWNLOADING OF TENDER FORM

The tender document is uploaded / released on website of MSMC www.msmc.gov.in. Tender document, tender form and supporting documents may be purchased and downloaded from web site and will be sold / issued manually from O/o Maharashtra State Mining Corporation Ltd. Tender Fee of Rs.500/- (Rs. Five hundred Only), in the form of Demand Draft / Pay Order drawn in favour of Maharashtra State Mining Corporation Ltd.,” payable at Nagpur, is deposited in the office of MSMC’s Head office at Khanikarma Bhawan, Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015, on or before scheduled date given in NOTICE DETAILS of the tender on working days.

1. Introduction

1.1 The Managing Director, Maharashtra State Mining Corporation Ltd., Nagpur invites sealed tenders in TWO BID system, Preparation of Plan of Mine and getting final approval from competent authority of Pohara Silliminte Mine Plan, At- Pohara, Taluka-Lakhani, District- Bhanadara (Maharashtra). Area: 39.40Hector.

1.2 The bidders are required to furnish non-refundable cost of tender amounting to Rs.500/- by way of Demand Draft issued by any nationalized or scheduled bank drawn in favour of “Maharashtra State Mining Corporation Ltd.,” payable at Nagpur, by filling Demand draft details online and must submit Demand draft physically in MSMC’s Head office at Khanikarm Bhawan, Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015 as per schedule mentioned in notice details.

1.3 Amendment of Tender Document:- The corporation may amend the tender document(s) by issuing addendum/corrigendum on official website. Any addendum /corrigendum as well as clarification thus issued shall be a part of the Tender document and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its tender.

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

2. Eligibility Criteria for tenderer/bidder.

2.1 Person having valid RQP Certificate.

2.2 Person having qualification and experience of preparation of mining plan as per rule 15 of MCR 2016.

2.3 Person having experience of preparation and approval of at least of three mining plan/scheme. (The tenderer should submit a copy of work order for the similar work executed along with a completion certificate).

3. Process of Submission of Tenders

The date and time for submission of tender shall strictly follow in all cases. The bidder should ensure that their tender is prepared before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Both the bids (technical as well as commercial) shall be submitted. These documents need to be signed by bidder.

Earnest Money Deposit (EMD):- Bidder shall submit Demand Draft on any Nationalized Bank or scheduled bank drawn in favour of “Maharashtra State Mining Corporation Ltd.,” payable at Nagpur as an Earnest Money Deposit which is refundable. Name of the RQP and tender number should be written on the back side of the demand draft. Bidder should submit all the documents signed by bidder.

3.1 Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2

3.2. Tender without DD for tender cost and E.M.D will be summarily rejected which may be noted.

3.3 **Envelope-1:** Technical bid must contain only the following documents in the Envelope-1 with subscripted as :

‘TECHNICAL BID

TENDER NO. MSMC/GEO/2016-----

1. Covering letter of the Bidder as per Annexure-1.
2. Proof of Payment of the Cost of Tender.
3. Earnest Money Deposit (EMD).
4. Photocopy of RQP certificate or certificate/ document as per clause 2.2 of the tender document.
5. At least three work orders and similar completion certificates of Mine Plan/Scheme.

From,

Name and Address of the Bidder

3.4. **Envelope-2:** Price bid must be submitted in the following format only.

PRICE BID

TENDER NO. MSMC/GEO/2016-----

Name of Tenderer/RQP:-

Registration No. and Validity:

Registered address:

Contact No.

Email ID:

Particular	Quoted Rates (Rs)		Please sign If Overwrite or correction
	In Fig (Rs)	In word (Rs)	
Preparation of Plan of Mine and getting final approval from competent authority of Pohara Sillimnite Mine Plan, At- Pohara, Taluka-Lakhani, District- Bhandara (Maharashtra). Area : 39.40Hector,			

Signature of Tenderer with Date

Opening of Tender: - Tender shall be open on the date & time specified in tender notice and therefore bidder or its authorized representative is encouraged to be present at the time of opening of tender.

Envelope 1:- Technical Bid will be opened, to verify its contents as per requirements, on the date specified in Tender notice in presence of bidder/s or their authorized representative. If the various 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 prize envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

Envelope-2 Price Bid will be opened after opening of Technical Bid (Envelope-1) only for the bidders who's Technical Bid (Envelope-1) found to be in accordance with the tender conditions stipulated in tender document. The prize bid (envelope-2) shall not be opened till the completion of evaluation of technical envelope-1. Prize bid of only technically qualified bidder will be opened.

4. Evaluation of Tenders:-

4.1 After opening of Envelop No.1 (Technical Bid) on the scheduled date and time, tender committee shall examine the contents of the tender received along with all prescribed mandatory document (s).

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

4.3 The technical scrutiny shall be on the basis of submitted substantiation document(s).

4.4 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

4.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as eligible tender for opening Envelop-2 and shall be opened later.

4.6 Price bids of technically valid offers will be opened and lowest offer will be recommended for award of contract.

5. Award of Contract:-

5.1 The corporation 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.

5.2 Bidder quoting the lowest offer will be informed about the intention of award of contract by sending an acceptance letter and will have to sign the agreement with MSMC and shall submit the security deposit of 10% of the total contract value within 7 days after signing of contract.

5.3 After completion of above stages, MSMC will release the work order.

5.4 The MSMC reserves the rights to cancel or revise any or all of the tenders or part of tender without giving any reason thereto with no cost to the corporation.

6. Security Deposit:-

6.1 The successful tenderer 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 MSMC Ltd., 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.

6.2 Security deposit will be returned to the contractor, after three months from successful completion of work. Security deposit will be extended by contractor, if completion of work delayed for any reason whatsoever.

6.3 Without prejudice to its right of indemnity for all statutory and financial liabilities, the corporation reserves the rights 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.

7. Period of contract and Liquidated Damage:-

7.1 Contract to be completed within nine months (270 days) from the date of the work order.

7.2 Contractor/RQP must have to submit draft copy of mine plan within 60 days from date of work order and must have to get final approval from competent authority within nine months from the date of work order.

7.3 Any cause of delay never consider by MSMC.

7.4 In case of delay in completion of the contract due to RQP, Liquidated Damages (L.D.) may be levied at the rate of Rs 500/- per week for the delayed period.

8. Failure of Tenderer

8.1 If the tenderer fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him, if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, The tenderer shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the corporation may sustain on account of such alternate arrangement at the risk and cost of the tenderer.

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

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

9. PAYMENT OF BILLS

20% of the contract amount to be paid after submission of draft of mine plan to the approving authority. Next 20% of contract amount for the work done will be released after submission final copy of mine plan to the approving authority. Balance 60% payment for the work done will be released after getting final approval of mine plan and after providing the approval letter of mine plan in hard & soft copy format to MSMC Ltd.

10. SPECIFIC TERMS & CONDITIONS

10.1 He shall be liable for preparation of Mining Plan as per prescribed format, together with plans & sections.

10.2 He shall be liable for collection of information required for incorporation in Mining Plan. As per guidelines of IBM and competent authority etc..

10.3 He shall carryout mine survey and prepare all maps and plans on scale as per rules.

10.4 He shall estimate reserves as per UNFC guidelines to incorporate in document.

10.5 He shall discuss in detail with MSMC, the five year future proposals and mitigating measures which have financial bearings to be incorporated in Mining Plan. He shall include those proposals/ measures finalized by the MSMC.

10.6 He shall accompany the inspecting officer of competent authority during inspection and to answer satisfactorily any query raised by him.

10.7 He shall be made available for technical discussions with the IBM, DGM and competent officials, inspecting officer as and when required.

10.8 He shall attend all scrutiny comments satisfactorily.

10.9 Contractor/RQP must have to submit draft copy of mine plan within 60 days from date of work order and must have to get final approval from competent authority within nine months from the date of work order.

10.10 Reports/documents/information available in MSMC office will be provided to contractor/RQP for reference only and he shall be liable to return the same to MSMC.

10.11 During inspection of mine or discussion with IBM, DGM and or competent officials, any deviation, violation of rules observed, he shall immediately inform to MSMC in writing for corrective measures.

10.12 At the time of allotment of the job, RQP should provide the list of required documents to MSMC for preparation of mining plan.

10.13 All maps and sections must be digitized in the Auto CAD or required format as per guidelines of approving authority..

10.14. 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.

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

10.16. MSMC will not pay any expenses of lodging, boarding and travelling.

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

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

10.19. Future government rules will be applicable to bidder.

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

11. 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.

12. Governing Language: - English language version of the contract shall govern its interpretation

13. 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.

14. 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.

15. 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.

16. 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.

17. Confidentiality: - 18.1 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. 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 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), 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.

19. Corrupt or Fraudulent Practices:-

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

19.2 “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; and

19.3 “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.

19.4 “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.

19.5 “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.

19.6 “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;

19.7 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.

Annexure-I

Covering Letter

(To be printed on Official Letter Head of Bidder)

To,

The Managing Director,

Maharashtra State Mining Corporation Ltd.,

Nagpur.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to prepare the Mining Plan for and getting final approval from Competent authority in respect **Pohara Sillimnite mine, over an area 39.40 ha, At Pohara, Taluka: Lakhani, District: Bhandara.** We undertake, if our tender is accepted, we will complete the said work in accordance with the validity period as mentioned in tender documents. We will also submit the specified security deposit. We agree to abide by this 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 indicated in the tender. We further understand that you have the rights to accept or reject all or any bid and you are not bound to accept the lowest or any tender you may receive.

Signature: _____

Date: _____

In the capacity of _____

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

TENDER NO. MSMC/GEO/2016-----

Seal of Bidder