

TENDER DOCUMENT

FOR

**Hiring of Mining Machinery with Manpower to
Produce and Sell**

45000 tonnes of Dolomite Per Year



from MSMC's Mines at

**Patgowari , Taluka , Ramtek, Dist. Nagpur,
MAHARASHTRA**



MAHARASHTRA STATE MINING CORPORATION LIMITED

(A Government of Maharashtra Undertaking)

Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015

Tel.No. 0712- 2253204-07

Fax : 0712-2253203

Email : sales@msmc.gov.in

Website: www.msmc.gov.in

e-TENDER NOTICE

Hiring of Mining Machinery with Manpower to Produce and Sell

Managing Director, Maharashtra State Mining Corporation Ltd invites digitally sealed tenders (Two- Bid System), as per e- tendering system published on www.mahatenders.gov.in , for hiring of Mining Machinery with Manpower to Produce and Sell 45000 tonnes of Dolomite per year from Patgowari Dolomite Mine.

NOTICE DETAILS

Tender Notice no.	MSMC/PDM/ 2015/01
Cost of tender document	Rs 10,000/- Only
EMD Amount	5 Lakh only.
Date, Time and place of online opening of Tender (Tech.&Commercial)	28/12/2015 -12.00 hrs onwards at MSMC's Head office at Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015
Tender shall remain valid till	up to 90 Days from the date of opening of offer
Tender For	Hiring of Mining Machinery with Manpower & Maintenance to Produce and Sell 45000 tonnes of Dolomite Per year from Patgowari Dolomite Mine.

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

Sr. No.	Activities	Dates & Time
1	Online Tender Release	28/11/2015 at 16.00 hrs
2	Pre Bid Meeting	03/12/2015 at 11.00 hrs TO 03/12/2015 at 13.00 hrs
3	Online Tender Document Download	28/11/2015 at 16.00 hrs TO 27/12/2015 at 18.00 hrs
4	Online Submission of Bid	04/12/2015 at 16.00 hrs to 27/12/2015 up to 18.00 hrs
5	Online Tender Opening (Technical)	28/12/2015 at 12.00 hrs onwards
6	Online Tender Opening(Commercial)	28/12/2015 after opening of Technical bids

MANAGING DIRECTOR

MSMC Ltd.



MAHARASHTRA STATE MINING CORPORATION LIMITED

(A Government of Maharashtra Undertaking)

Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 0015

Tel.No. 0712- 2253213

Fax : 0712-2253203

Email : info@msmc.gov.in

www.msmc.gov.in

Ref. No. MSMC/PDM/AUG/2015/01

Date :

E - T E N D E R

Managing Director, Maharashtra State Mining Corporation Ltd invites digitally sealed tenders (Two- Bid System), as per e- tendering system published on www.mahatenders.gov.in from the reputed and experienced entrepreneurs for:

Hiring of Mining Machinery with Manpower to Produce and Sell 45000 tonnes of Dolomite Per Year from Patgowari Dolomite Mine

Along with desired Mine Development work for Ten years based upon the reserve of the area. Interested parties may submit their offer, along with Earnest Money Deposit of RS.5.00 lakhs Bidders should have at least 3 years experience of operating opencast mine with monthly production of at least 1000 MT OR End user with 2000 MT per month consumption. Experience of stone quarry will not be considered. Preference will be given to bidder having experience of running similar mine and marketing similar material or end user of Dolomite. The experience can be as Owner cum operator, mine developer and operator(MDO), Sub Leasee or Raising Contractor. Preference will be given to end user of Dolomite, when more than one bidder has quoted same H-1 rates.

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <http://www.mahatenders.gov.in> Tender document may be purchased online and downloaded from web site <http://www.mahatenders.gov.in> by payment of requisite amount through payment gateway. Subsequently, bid has to be prepared and submitted online **ONLY** as per the schedule.

MSMC reserves the right to accept or reject any or all the tenders without assigning any reason.

MANAGING DIRECTOR

(A) Detailed Tender Document

E-tender for Hiring of Mining Machinery with Manpower to Produce and Sell 4500 tonnes of Dolomite per year from Patgowari Dolomite Mine

PART I

DEFINITION & INTERPRETATIONS

In the contrast (as hereinafter defined) the following Words and expressions shall have the meaning hereby Assigned to them, except otherwise specified.

1. The **“COMPANY”/CORPORATION”** shall mean Maharashtra State Mining Corporation Ltd, incorporated in India having their Registered Office at Plot No. 7, Ajni Chowk, Wardha Road, Nagpur - 15, and hereinafter referred to MSMC.
2. **“MANAGING DIRECTOR”** shall mean the Managing Director of MSMC or his successors in office, as designated by the Company.
3. **“CONTRACTOR”** shall mean the person or persons, firm or company whose tender has been accepted by the company and includes the contractor’s legal representative, his heirs successors and assignees.
4. **“EXCAVATION”/HANDLING & REMOVAL”** shall mean and include all works to be executed in accordance with the contract and shall include all activities such as site preparation, loading & transportation, and unloading at location as specified by the MSMC.
5. **“CONTRACT”** shall mean the agreement between the company and the contractor for execution of the works included therein, all documents such as invitation of tender instructions to tenderers, general condition of the contract, time schedules for completion of jobs, drawings, awarding he work etc.
6. **“CONTRACT DOCUMENT”** shall mean collectively the tender documents designs, drawings, specifications and/or any other documents constituting the tender.
7. **“TEMPORAY WORK”** shall mean temporary works of any kind, required for execution, completion of maintenance of the works.
8. **“SPECIFICATIONS”** shall mean all directions, written or verbal by the authorized representative of MSMC various technical specifications, provisions and requirements attached to the contract.

9. **“PLANS”** shall mean and includes all maps, sketches, layout and section as may be incorporated in the contract in order to define broadly the scope and specifications of the work or works and all reproduction thereof.
10. **“SITE”** shall mean the lands and other places on, under, in or through which, the works are to be carried out and any other lands or places provided by the MSMC for the purpose of contract.
11. **“NOTICE IN WRITING OR WRITTEN NOTICE”** shall mean a notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have received in the ordinary course of post by which it would have been delivered.
12. **“COMPLETION CERTIFICATE”** shall mean the certificate to be issued by the designated Mine Manager or his nominee, when the works have been completed to his satisfaction.
13. **“BANK CUBIC METERS”** shall mean the volume of rock insitu, without being disturbed, also written as “BCM” in short.
14. **“ACCEPTANCE AUTHORITY”** shall mean the Managing Director of Maharashtra State Mining Corporation Ltd., or his authorized representative.
15. **“LETTER OF INTENT”** shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
16. **“MINE MANAGER”** shall mean the official authorized to work as a Mine Manager of the mine, in terms of the Mines Act.
17. **“WORK/WORKS”** shall mean the works to be executed, in accordance with the contract and shall include all extra or additional, altered or substituted works, as required, for the performance of the contract.
18. **“OFFICE INCHARGE”** shall mean the Mine Manager appointed by MSMC or any other person authorized by such Mine Manager from time to time to act on its behalf.

**For and on behalf of
Maharashtra State Mining Corporation Ltd.,**

PART II
GENERAL TERMS & CONDITIONS

1. The Managing Director, Maharashtra State Mining Corporation Ltd. , Nagpur, invites Digitally sealed tenders in TWO BID system for deploying Mining Machinery with Manpower to Produce and Sell 45000 tonnes of Dolomite per year from Patgowari Dolomite Mine, on Public/Private Partnership (PPP) mode with desired Mine Development work for ten years based upon the reserve of the area and expiry of mining lease. Parties having experience in similar works and end users of Dolomite will be given preference.

2. **Qualifying Requirements.**

(A) **Technical Requirements:**

- (a) The bidders should have been in operation for more than 3 years & should have minimum 3 years experience in mining of opencast or underground mines or contractor in mining for development of mines and removal of overburden in open cast mines or development of winzing, drives ,development of cross cut in underground mines. (Mine owners must furnish copies of statutory returns and contractors must submit work order along with such returns.)
- (b) The bidder shall have adequate latest mining machinery such as drill machine , excavators , dumpers to execute the project. The same may be own or hired.
- (c) The bidder shall have adequate man-power consisting of statutorily competent & qualified and experienced persons, such as Mine Mate, Foreman and Blaster, etc. to successfully complete the mining activities.
- (d) The bidder shall furnish necessary documentary evidence in his technical bid in proof of having the qualifying requirements mentioned at (a) to (c) above.
- (e) End users having monthly consumption of 2000 Mt dolomite can bid in the tender but will have to produce a list of (b) and (c) above.
- (f) Consortium may be allowed for fulfillment of either Technical Or Financial Requirement, but consortium partners must submit MOU with lead member for the entire contract period.

(B) **Financial Requirements:**

S.N.	Particular	Amount in Rs.
1	Avg. Turnover of Participating company or firm for the Last two Financial year 2013-2014 and 2014-15	05 Crores
2	Networth of Participating company or firm as per last Annual Accounts 2014-2015	07 Crores

Part - A :- The technical bid of the tender will be opened online at 12.00 hours (noon) on _____ in presence of those tenderers or their authorized representatives, who may choose to remain present at the scheduled time.

Part - B :- The Commercial bid of those tender found eligible in Technical bid will be opened later. The exact date will be intimated, only to those successful tenderers who qualify after evaluation of Part - A. The MSMC's decision in this regard, shall be final and binding and the MSMC shall not entertain any correspondence on this issue.

3. The tender document is uploaded/ released on Government of Maharashtra, (GOM) E-Tendering website <http://www.mahatenders.gov.in>. The bidders are required to purchase the Tender document online through payment gateway by payment of requisite amount as per schedule (Annexure I) mentioned in notice details and download the document from web site <http://www.mahatenders.gov.in>. Tender document and supporting document have to be purchased on- line and to be downloaded from the website. Subsequently, tender has to be prepared and submitted online only as per the schedule. The tender form will not be sold/issued manually from O/o Maharashtra State Mining Corporation Ltd.
4. Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 by E- Tendering procedure. Tenders submitted without following Two Bid system and/or without E-Tendering procedure shall be rejected.
5. The Two Bid offer must be submitted along with document(s) as per the guidelines given below by E- Tendering procedure only.
6. The tender should be prepared & submitted online using individuals digital signature certificate.
7. Only those tender offers, shall be accepted for evaluation for which non-refundable Tender Fee of Rs. 10,000/- (Ten thousand only) is paid online through payment gateway on or before schedule date given in TENDER SCHEDULE of the tender.
8. The Competent Authority shall be the Accepting Officer hereinafter referred to, as such for the purpose of this contract.
9. Tender Documents, consisting of schedule(s) of quantities of the various clauses of works to be done, conditions of contract and other necessary documents are attached with the tender.
10. Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground/sub soil (as may be practicable), the forma and nature of the site, the means of access to the site, etc. and shall, in general, themselves obtain necessary information as to risk, contingencies

and other circumstances, which may influence or affect their tender. A tender shall be deemed to have full knowledge of site, whether he inspects it or not. And no extra charge, consequential to any misunderstanding or otherwise shall be allowed.

11. Submission of tendrer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant items etc. if any, will be issued to him, by the Company/Corporation and local conditions and other factors having bearing on execution of the works.
12. Both the bids (Technical as well as commercial) shall be submitted online. Tender(s) not submitted online shall not be entertained.
13. Technical bid will be the basis, on merit of which a tenderer becomes qualified for consideration of his Commercial bid. The Technical bid should contain the following:-
 - a) General information about the tenderer in “Annexure – 1” Ref. Page 29.
 - b) Information with regard to experience of mining work only with complete description of work, its value, quantity produced, time for completion, etc. in “Annexure – 2” Ref. Page 32.
 - c) Information with regard to all other works carried out during the last three years in Annexure ‘2-A’, Page No. 33.
 - d) Information with regard to equipments, tools etc viz. their technical specifications rated capacity, and other relevant details, which would have bearing on the work to be executed.
 - e) List of the statutory mining personnel’s who will supervise the work at site along with their experience and qualifications.
 - f) Proof of processing/consumption of minimum 2000 MT Dolomite in case of end user.
 - g) Power of attorney in favour of the signatory of the tenderer.
 - h) Valid Income tax clearance certificate in prescribed Performa & PAN Card.
 - i) Solvency certificate equal to at least six month’s expected expenditure likely to be incurred by the company for mining operations from the bankers.
 - j) Balance sheet and profit & loss Account for last 3 (three) years.
 - k) Documents showing annual turnover of the last 3 (three) years.
 - l) CA certificate for Net Worth.

- m) **Earnest Money Deposit (EMD)** The bidder shall deposit payment of of Rs.5.00 lakhs towards Earnest Money Deposit (EMD) online through payment gateway at <http://www.mahatenders.gov.in>. Any tender without EMD or EMD of an amount less than as prescribed in clause will be summarily rejected. EMD will be discharged /returned to all unsuccessful bidders, and EMD of successful bidders will be returned on submission of Security deposit. Bidder shall not be entitled for any interest on EMD.
14. **Price Bid:-** All financial offers must be prepared and submitted online (An online form will be provided, in the form of BOQ) and signed using individuals digital certificate. Price bid must be strictly in the form of BOQ.
15. **Part – B** shall be the price bid only. The tenderer, while quoting in this part, shall confirm specifically, if the quoted price holds good for the scope of work, detailed in technical specifications of the tender document.
16. MSMC Ltd does not bind itself to accept the highest tender. It reserves right to accept/reject and/or split any or all tenders, without assigning any reason, whatsoever.
17. The company 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. The company also reserves the right to relax the qualifying requirements, in deserving cases.
18. The tenderers are advised to submit offer based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so, shall be deemed to have acted at his own such violation may cause the tender liable for rejection.
19. Tender shall be submitted online on or before last date & time of submission as per schedule specified in tender notice. However MSMC may at his discretion, extend the deadline of submission of tenders before closing, by notifying it on official web site. Tenders 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.
20. The company shall return the earnest money, wherever applicable, to all unsuccessful tenderer, only after final decisions on the award of the tender has been taken.
21. **SECURITY DEPOSITS :-**
- a) An amount of Rs. 20 lacs shall be deposited by the successful bidder towards the Security Deposit, in the form of Bank Guarantee of a Nationalized Bank for the total tenure of contract i.e. 10 years, before signing the agreement.
- b) The Security Deposit as per clause 21 (a) will be held by the company until three months after the completion of the work and the same would be refundable to the contractor, only after adjusting amounts, that may be due to the company, from the contractor.

- c) Without prejudice to its right of indemnity for all statutory and financial liabilities, the company reserves the right to forfeit in full/or in part, the Security Deposit or Bank Guarantee in the event of non performance/non compliance with any provisions of the contract by the contractor, other than Force Majeure reasons.
22. A tenderer shall submit the tender satisfying each and every condition laid down in the notice, failing which, the tender will be liable for rejection. All the columns in schedules/proformas shall be duly filled in. In case of any significant column found blank, the T.P.C. (Tender processing committee) may seek clarification from the tenderer or may reject the same being incomplete.
23. All and any tax, including Service tax, leviable in respect of this contract shall be paid by the contractor and the corporation will not entertain any claim whatsoever in this respect.
24. Every page of the tender document shall be signed and stamped by the tenderer and its scanned copy in pdf form should be digitally signed and uploaded with technical documents.
25. Conditional tender shall be rejected summarily.
26. **VALIDITY OF OFFER :-**
- Each tenderer shall keep his offer valid for a period of at least six months from the date of opening of the tender. In the event of the tenderer's withdrawing the offer before the aforesaid period, for any reason, whatsoever, the Earnest Money deposited by the tenderer shall be forfeited.
27. The successful tenderer shall arrange to obtain the appropriate licence from the competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970, within fifteen days of the placement of the work order.
28. Canvassing in connection with the tender or bringing pressure in any form is strictly prohibited and the tenders submitted by those who resort to canvassing, will be liable for rejection.
29. If the contractor during the currency of contract employs apprentices for specified periods, the permission for the same should be obtained, in writing from the Mines Manager or his authorized representative. The contractor shall train them, as required, under the Apprentices Act, 1961 and shall be responsible for all the obligations of the employer under the Act, including the liability to make payment to apprentices, required under the Act.
30. Requisite deduction shall be made from the bills towards Income Tax, VAT, Service tax, etc. as per the rates, applicable from time to time.
31. The rates must be inclusive of all taxes payable against the State Government/Central Government statutory notification, wherever applicable.

32. The successful tenderer shall deposit the Security Deposit and execute an agreement with the MSMC within a month, from the date of communication of the acceptance of tenders (Letter of Intent). In the event of failure to do so, the Earnest Money shall be forfeited to MSMC.

33. The successful tenderer shall commence the actual mining operation at site within 30 days from the date signing of Agreement failing which the contract shall be liable to be terminated and the E.M.D. and Security Deposit shall stand forfeited to the M.S.M.C.

34. **JURISDICTION**

Legal proceedings, if any, against the Maharashtra State Mining Corporation Limited shall be instituted in the appropriate Civil Courts of Nagpur only.

35. **FAILURE OF CONTRACTOR :-**

In case of cancellation of the order due to the contractor's failure to undertake the works as per directives of the Mines Manager or to complete the work as per schedules, 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, at the risk and cost of the contractor and the security deposit of the contractor shall be forfeited.

36. **FORCE MAJEURE CLAUSE :-**

Should the performance of the agreement be hindered, prevented or delayed owing to

a) Political disturbance, riot or civil commotion, strike, lock-out, stoppage of work by labours/miners/workmen at mine or at the site of the buyers or in course of transit or connection therewith.

OR

b) Total or partial breakdown at mines or at the plants of Maharashtra State Mining Corporation Limited, buyers or of Railway or other means of transport or Act of God, such as storms, earthquakes, tempests, droughts, epidemics, quarantine, etc. which affected the mining operation.

OR

c) Non availability of ore or grade thereof in the mine to the satisfaction of Maharashtra State Mining Corporation Limited.

OR

d) Tapering off or cessation of demand by the buyers of Maharashtra State Mining Corporation Limited.

Suspension of the operations may then be mutually decided by the Contractor and the Maharashtra State Mining Corporation Limited during continuance of such events or

happenings, provided that the party unable to perform its part under the agreement informs the other party forthwith in writing of such event or happenings to enable taking a mutual decision including the aspect of resumption.

The successful bidder will advise, in the event of his having to resort to this clause by registered letter duly certified by the statutory authorities the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure conditions. In the event of delay last over one month, if arising out of Force Majeure the company will reserve the right to cancel the contract and the provision governing termination of contract will apply.

For delays arising out of Force Majeure the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the Cause of Force Majeure and neither the company nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure condition did actually exist.

37. TERMINATION OF CONTRACT

- 1. Maharashtra State Mining Corporation Ltd reserves the right to terminate the contract, in full or in part with sixty days clear notice to the contractor, and the security deposit shall be forfeited, if :-**
 - 1.1 The contractor defaults in proceeding with the works due to lack of diligence and/or non compliance of any of the terms and conditions, stipulated in the contract.**
 - 1.2 The contractor fails to execute the work, as per the schedule furnished at Page Nos. 17, 18 & 19.**
 - 1.3 The contractor or firm or any of the partners represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.**
 - 1.4 The contractor assigns/transfers/sub-lets the entire work or its portion thereof without the approval of the Accepting authority.**
 - 1.5 The contractor fails to achieve the monthly targeted quantity and/or defaults in payment of facilitation and supervision charges towards the minimum agreed quantity to MSMC.**
 - 1.6 The contractor offers to give or agrees to give to any person in the company's service, a gift or any other consideration, as inducement or reward for seeking benefits in the contract.**

2. Termination of the contract in full or in part – Recovery from the Contractor.

2.1 The Mine Manager or office in charge shall determine the amount, if any that is recoverable from the contractor, for the completion of the work, together with penalties and loss or damage, suffered by the company, as a result of the above termination.

2.2 The amount of compensation so worked out by the officer in charge shall be recovered from the contractor's dues on any account and if same is not sufficient, the contractor shall be called up on to make good the balance within 30 days.

2.3 If the contractor fails to pay to the company any sum due within the stipulated period of 30 days, the officer in charge shall have the right to seize and sale part or all the materials/ plant / equipment / implements / temporary buildings etc., belonging to the contractor and apply the proceeds thereof towards the satisfaction of any sum due from the contractor, or in alternative recover the same as Arrears of Land Revenue.

Sum from the above proceeds, in excess of the amount due to the company and any unsold materials / plant, implements, temporary buildings etc will be paid / returned to the contractor, provided always that if cost or anticipated cost of completion of the work or part by the company, is less than the amount, which the contractor should have been paid, had the completed the work.

3. Termination of contract, on death :-

3.1 If the contractor is an individual or a Proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concern and one of the partner dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the company, in any way, being liable to pay any compensation to the estate of the decreased contractor and / or to the surviving partners.

3.2 In the event of such cancellation, the company shall not hold the estate of the decreased contractor and/or the surviving partners of the firm liable to damages for not completing the contract.

38. FORE CLOSURE :-

If at any point of time, after the acceptance of the tender the company decides to close abandon or reduce the scope of the contract work, for any reasons whatsoever, the officer in Charge shall give notice in writing of sixty days to that effect to the contractor and the contractor shall have no claim for any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

However, the contractor shall be paid at contract rates, full amount for works executed at site and a reasonable amount as certified by the officer in charge for the items mentioned hereunder, which could not be utilized, on the work to the full extent, because of foreclosure.

- 1.1 Any expenditure incurred on preliminary site work e.g. temporary access roads, accommodation, water storage tanks etc.
- 1.2 If any material supplied by the company to the contractor are rendered surplus, the same shall be returned by the contractor to the company at rates, at which they were originally issued together with a reasonable cost on account of transportation from then site to the stores of the company.

39. SUB VENDOR :-

The contract agreement will specify major items of supply of services for which the contractor proposes to engage sub-vendor. The contractor may from time to time propose any addition or deletion from such list and will submit the proposal in this regard to the officer in charge. Such approval of the officer in charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

40. DEVIATION :-

Deviation sought by the bidder whether they are Commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or any other documents, than the prescribed schedules shall render the bid itself non-responsive.

41. SUB-CONTRACTING :-

- 41.1 The contractor shall not sublet to any party or parties, the whole or any portion of the work under the contract without express permission of MSMC.
- 41.2 If a tenderer submits his bid, qualifies, but does not get the contract, because of his not being the lowest, he will be prohibited from working as a sub-contractor of the one, who may be executing the contract.

42. This notice of tender shall form part of the agreement between MSMC and the successful contractor for the purpose of this contract.

43. The tenderer shall submit the list of equipment which will be used by him or execution of works. The tenderer shall submit a list of the qualified technical personnel's of his company.

44. The tenderer shall carefully read terms and conditions and the same shall be signed by him or his authorized representative, in token of acceptance of the same.

45. Rates quoted by the tenderer shall be firm and fixed.

46. PAYMENT TO THE MSMC :-

The Party will be required to make the following payments in advance to the MSMC upto 10th day of every month.

- i) Full amount of the premium payable to MSMC against the monthly agreed/target quantity of Dolomite to be produced and to be sold by the party every month irrespective of the actual sale quantity of mineral.
- ii) The above premium will be calculated on the production of Mineral from mine or the agreed quantity as mentioned in the tender and not on the dispatched/ lifted quantity or otherwise.
- iii) Salary of the statutory qualified personnel (other than mine manager) along with 20% amount towards P.F. & other benefits, to be paid by contractor if they are deployed at the mine by MSMC.
- iv) MSMC shall raise Half yearly bills on the basis of Annual Target, the contractor would require to pay the premium for difference of agreed quantity and actual dispatches made during the period upto 20th day of subsequent month.

47. PROCEDURE FOR MEASUREMENT AS PER MINING RULES & TERMS OF PAYMENT :-

- a) Corporation will verify the quantity of different grades of ore dispatched during the month, in presence of the contractor's representative jointly. The quantity so arrived would form the basis of making payment to the MSMC.
- b) The Contractor will update the working plan in every three months (quarterly) to assess the quantity of ore and over burden likely to be produced during the quarter. Difference in shortfall of the production, if any, will be required to be justified by the Contractor.
- c) Contractor would be required to undertake all ancillary work required to produce targeted quantity of Graded ore, viz dewatering, mine development, maintenance of benches and haul road etc as per MMR 1961, MCDR 1988.
- d) In case the ore raised by the contractor is of inferior quality and if not acceptable due to its being not in conformity with the acceptable standard. The contractor shall be required to improve the quality at its own expenses. MSMC will not be responsible for the quality of mineral and will not make any payment towards such unsold material to the contractor.
- e) The contractor shall stack the different grades of ore produced as per direction and to the satisfaction of MSMC.
- f) If any material or quantity of ore produced if found to have been dispatched fraudulently or without accounting for the same, then the ores so dispatched will be

seized and contractor will be penalized by forfeiture of his EMD and termination of the contract with block listing of the contractor.

48. ESCALATION :-

There will be price escalation of 10% in the premium rates quoted by tenderer, every year.

51. SAMPLING & ANALYSIS :-

- 1) Production would be sampled by the MSMC before dispatch directly or through independent sampler and the samples would be analysed in the laboratory approved by the Corporation, the result of which would be final. And sampling charge paid by contractors.
- 2) Cost of analysis would be borne by the Corporation but the contractor would provide assistance to draw and prepare samples at site.

PART III

NATURE OF WORK

1. **Name Of Work** :- Supply of mining machinery and manpower to produce and sell 45000 tonnes of Dolomite Per Year from Patgowari Dolomite Mine.
2. **Location** :- About 5 km. from village Mansar the Tahsil headquarter situated on Ramtek Dist. Nagpur (55 kms. From Nagpur), MAHARASHTRA.
3. **Working** :- One shift of 8 hrs. (8.00 a.m. to 5.00 p.m.) or as per DGMS permission.

DETAILS OF THE MINE (Patgowari Dolomite Mine)

- i) **Total Lease Area** :- 55.63 hecets.
- ii) **Present pit & its extension** :- Kh. No. 23.250 mtrs. Length, 140 mtrs. Width
Kh. No. 56.170 mtrs. Length, 80 mtrs. Width
12 mtrs. Depth from G.L.
- iii) **Acquired land (area under possession of MSMC)** :- 4.96 hecets. Within the lease & 2.42 Ha out of lease & Govt Land is 2.86 Ha.
- iv) **General Ground Level** :- 320.28 MRL
- v) **Present pit bottom** :- 307.47 MRL
- vi) **Reserve as on 01/01/2011** :- 89,07,876 Metric Tonne

4. **Scope of Work** :- Supply of mining machinery and manpower to produce and sell 45000 tonnes of Dolomite Per Year from Patgowari Dolomite Mine

With desired development work as detailed below :-

- i) To deploy necessary Mining Machinery and equipments along with operation and maintenance personnel for mine development work viz drilling, blasting, excavation, removal, transportation and dumping of waste material at the place ear-marked for the purpose as per IBM/DGM guidelines. Formation and maintenance of approach/road/ramp/benches, etc as per MMR 1961 and relevant applicable Circulars issued by DGMS.

- ii) The contractor shall obtain all the necessary permission (106 (2) b of MMR 1961) from DGMS for deployment of the heavy mining machinery and equipments, MSMC will provide the required necessary assistance in obtaining such permissions.
- iii) The contractor shall timely furnish to the company complete information along with related documents as may be required for compilation and submission of various annual, quarterly and monthly returns/reports to different authorities from time to time as required by concerned authorities.
- iv) To take all the steps to monitor the environmental data, to arrange to send the compliance report to the Ministry of Environment & Forest (MOEF) and Pollution Control Board (MPCB).
- v) To take the care of comply all the terms and conditions, as given in the Environment Clearance certificate by the MOEF, and consent of Pollution Control Board (MPCB).
- vi) To obtain Environment Clearance/Renewal thereof as the case may be from Ministry of Environment & Forest (MOEF)
- vii) To obtain consent/renewal thereof as the case may be from MPCB.
- viii) Land required other than that in possession for further mining operations, will have to be acquired by the contractor at his own expenses.
- ix) Dead rent Surface rent every year to be paid by contractor.
- x) Drilling , blasting and Explosive have to be arranged by contractor at his or her own cost and expense (As per the statutory requirement).

NOTE: Originally the lease was granted in two parts i.e. Patgowari Part I and Patgowari Part II, there was separate Environment clearance for both the leases, the leases were amalgamated in the year 2012, in case EC is required for the amalgamated area in future, the same has to be obtained by the contractor, MSMC will provide the necessary support for the same.

5. **Tenure of Contract** :- Tenure of contract would be for minimum period of 10 years from the date of issue of work order, subject to the availability of the ore reserve in the lease area.

6. **Target** :- i) Yearly Target 45000 tonnes of Dolomite (For raising bill and actual calculation) Monthly Target (for making advance payment by contractor) 3750 tonnes of Dolomite Per Month from Patgowari Dolomite Mine. Monthly Target for rainy season w.e.f. July to September will be 60% of the normal target
- ii) When annual production is more than that of target, the base rate will be charged for the excess produced mineral.

NOTE :- The monthly target as given above may be reviewed at the end of every month by the MSMC and depending upon the scope of market and mining, the MSMC may increase or decrease the monthly target upto a limit of maximum 25% of the previous month's target, which shall be binding on the contractor, with 15 days advance notice to either increase or decrease the target. However the review of target shall be the prerogative of MSMC and the contractor cannot challenge MSMC's decision in this regard.

7. **Penalty** :- Achievement of annual target in accordance with the above schedule shall be the essence of the contract. In case the achievement against the target set, for each target period, reckoned from the first day of commencement of work falls short of the scheduled target then the contractor shall be liable to pay penalty on the quantity of graded material falling short than that of the targeted quantity as under.
- i) Party will require to make payment of the agreed monthly quantity in advance, in case of any shortfall in sale of agreed annual quantity, MSMC will not refund the amount of less quantity. The Contractor will be allowed to make up the shortfall of monthly quantity in next month.
- ii) The penalty if any shall be deducted from the payments due to the contractor or recovered as arrears of land revenue.
- iii) Target for the month of July, August and September (Rainy Season) of every year will be 60% of the actual target per month.

8. **Ownership** :- All Ores (Excluding White Dolomite, Off white
Of The Production Dolomite and Reject Dolomite ore) raised by the
contractor during mining operations including
overburden and sub-grade material shall be the
absolute property of and in ownership of MSMC
only.

PART IV
TECHNICAL

1. MACHINES

- 1.1 The contractor will deploy all the necessary machines and equipment at mine after taking due permission(s) from DGMS and other statutory bodies.
- 1.2 Furnish the details to MSMC, namely capacity, make, model, year of a manufacturer, total hours run and/or any other relevant technical specification, in respect of the equipment proposed to be used at site. The tenderer shall ensure that the equipments so offered shall be in good condition.
- 1.3 The tenderer shall be capable to maintain adequate number of machineries and equipments at site to undertake jobs as per schedule. The tenderer shall also enclose along with the offer, relevant documents, determining ownership of the machineries & equipments intended to be supplied for the work.
- 1.4 The tenderer shall deploy adequate number of labour to meet out the target. Along with the necessary labour permission from the Labour Commissioner.
- 1.5 All the equipment should be provided with automatic/semi-automatic fire extinguishers and other safety appliances as per statutory requirement.
- 1.5 The contractor shall arrange for HSD, oil, petrol, stores, spares etc needed for safe operation and maintenance of the machineries and equipments. MSMC will not supply anything for the machineries/equipment provided by the contractor.

2. STATUTORY REQUIREMENTS

- 2.1 The contractor shall adhere to safe working practices shall guard against hazardous and unsafe working conditions, and shall comply with the statutory provisions as laid down in clause 3, part IV of the tender documents.
- 2.2 The contractor shall be responsible for regular preventive maintenance and Test checks of all machineries and equipments, deployed directly and/or indirectly for execution of the work and for maintenance of records of such checks. He shall get the equipments, machineries checked and certified for safe operation inside the mining area, at least once a week by a mechanical engineer/competent person appointed by the contractor for the purpose in accordance with the provisions of the Mines Act, Regulation and orders made there under.
- 2.3 All unsafe areas will be fenced and secured by the contractor.
- 2.4 **Haul Road Maintenance:-** The contractor shall be responsible for safe maintenance of the haul roads for movement of vehicles if at any time, it is found that the roads are not

maintained in proper condition, the MSMC may undertake to restore safe road condition, either on its own or through some external agency and the cost thereof shall be recovered in full from the contractor.

- 2.5 The labour engaged by the contractor shall not have right on Lien of any sort for employment of any kind with the M.S.M.C. the contractor shall be “the employer” of the labour and the M.S.M.C. shall not have any liability in this regard. In MSMC roll there are 23 workers, out of which 10 workers will be transferred to other mines, the remaining 13 workers will have to be engaged by contractor for contract period, all responsibilities (Abiding by the Gratuity, bonus, PF, labour law and all other relevant applicable law shall be the responsibility of the contractor).
- 2.6 All the statutorily qualified personnel as per MMR, MCDR and as per DGMS guidelines will have to be compulsorily appointed at the mine (either by MSMC or by the Contractor). However, if the above personnel are appointed by MSMC the salary of the persons appointed by the MSMC of following statutorily qualified personnel will be paid by the contractor to MSMC except the salary of Mine Manager as per actual paid by MSMC to them plus contribution towards their pension and gratuity. The minimum persons required are:

Mine Manager – 1 No., Mine Foreman - 1 No., Mechanical Foreman - 1, Blaster - 1 No., Mine Mate - 2 Nos.

NOTE :- Depending upon production the number of statutorily qualified personnel can be increased.

3. STATUTORY RULES & REGULATIONS :-

- 3.1 The contractor shall be solely responsible for Compliance with all labour laws, Payment of Wages Act, Employees provident Fund Act, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970, 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.
- 3.2 The contractor shall take full responsibility for stoppage of work, as a result of non-compliance to above rules and violations pointed by the enforcing agencies, there.
- 3.3 The contractor shall at his own cost and time rectify all the defects/violations pointed out by such statutorily authorities.
- 3.4 Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the MSMC shall be free to impose penalty stipulated in the tender document.
- 3.5 The contractor shall defend, indemnify and hold the MSMC 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, suits or proceedings, those may be brought against the corporation.

- 3.6 The contractor shall have to prepare and get approved the mining plan/scheme of mining, as the case may be from Indian Bureau of Mines/DGM in stipulated time.
- 3.7 The contractor shall be responsible for compliance of all the rules and regulations of Ministry of Environment & Forest (MoEF) & Maharashtra Pollution Control Board (MPCB) applicable to the mining industry, and to comply the terms and conditions as per the Environmental Clearance order of the MoEF & MPCB. To obtain necessary consent from MPCB. To monitor the environmental data periodically as per directives/condition of the MoEF & MPCB.

PART IV

FACILITIES TO THE CONTRACTOR

1. **Water supply :-**

The contractor will have to make his own arrangement for supply of water at the work site(including drinking water as per mine rule 1955), and the water required for dust suppression on haul roads. All pumping installations/pipeline network as and when required will have to be carried out by the contractor at his own cost.

The MSMC, at its discretion may provide water to the contractor at the Corporation's source of supply, from where the contractor shall arrange for its transportation to places of use, with prior approval of the Mine Manager.

The Corporation does not guarantee supply of water and this shall not absolve the contractor of his responsibility for making his own arrangement for availability of water and for timely completion of work, as per schedule.

2. **Power supply :-**

The MSMC does not guarantee for supply of electricity. No compensation for failure to supply or short supply of electricity by the contractor will be entertained, and this shall not relieve the contractor of his responsibility for making own arrangement to have requisite power supply needed for timely completion of the work, as per schedule.

3. **Places for office, stores etc :-**

The contractor shall have to make his own arrangement, in respect of his office, stores, workshop, residential accommodation etc for his operating /supervisory / management staff /officials. The MSMC may render necessary assistance in this regard to the extent possible subject to availability, on payment basis.

Necessary land required for office purpose will be provided by MSMC to the contractor for setting up of his office. The contractor has to keep the office well maintained. He has to computerize and automatise the entire system.

4. **Supply of store materials / fuel and lubricants consumables :-**

MSMC will not supply store materials / fuels and lubricants /consumables etc. to the contractor. However if the supply of store material is available with MSMC and the contractor makes a written request to supply the same and MSMC thinks it desirable may supply the same to the contractor, then MSMC would charge the actual cost plus 25% towards administrative and handling charges, for the supply of material so made

to the contractor. Inability to provide any material by the Corporation shall not be construed as a reason for non-completion of the work as per schedule.

5. **Mining Machinery :-**

MSMC can offer excavator, pay loader, dozer, compressor on hire basis, the hire charges can be decided mutually. The contractor would require to make arrangement for fuel and operator.

6. **Explosives:-**

The Contractor will make his own arrangement for procuring and storing explosives, in accordance with the provisions of the Explosive act and other applicable rules and regulations

7. **Crusher:-**

For suitable sizing or creation of marketable grade, if required, the Contractor will set up/install the Crusher outside the Lease Area of MSMC, at his own cost and MSMC will not share or bear any expenditure for the same.

MAHARASHTRA STATE MINING CORPORATION LIMITED

Office of the Managing Director

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

DRAFT ARTICLES OF AGREEMENT

(Proforma)

Articles of Agreement made this _____ day of _____ between the Maharashtra State Mining Corporation Ltd., Nagpur (hereinafter referred to as MSMC) having its Registered Office at Plot No. 7, Ajni Chowk, Wardha Road, Nagpur - 440015 which expression where the context so admits shall include its successors in interest and assigns) of one part.

And Shri/M/s. _____ having its Registered Office at _____, hereinafter referred to and called as Contractor OR party No.2. (hereinafter referred to as Contractor/Contractors which expression where the context so admits shall include its heirs, executors, administrators, legal representatives, successors in business and assigns) of the other part.

Whereas the Mining Corporation invited tenders for the work _____

And whereas Contractor submitted tender and deposited Rs. _____ (Rupees _____) as Earnest Money.

And whereas the tender of the contractor/contractors has been accepted by the Mining Corporation and the earnest money has been treated as security deposit the contractor/contractors has/have agreed to the retention and the security of Rs. _____ (Rupees _____)

Only including earnest money) by the MSMC as security for the due fulfillment of the contract to the satisfaction of the Maharashtra State Mining Corporation.

And whereas the contractor/contractors has/have agreed to execute the work and to be subject to the conditions set forth in the contract documents (which is the part of the agreement and such other conditions as are contained in and set forth in the Annexure and Schedule of work) and to be paid at the rates noted at the end of this agreement or at such other sum as may be arrived at under the clause relating to payments by measurements at unit rates quoted.

Now this agreement witnesses and it is hereby agreed as follows:

1. In consideration for the payment of the sum as may be arrived at under the clause relating to payments by items measurement at unit prices, the contractor shall be subject to the terms and conditions in order to execute and complete the works shown upon and to the extent of probable quantities indicated in Schedule of

work with such variation by way of alteration of, addition to or deduction from, the said works and method of payment therefore, as provided in the tender conditions.

2. Achievement of target and undertaking the jobs in work-man-like manner shall be considered as essence of the contract and the time for the completion of the contract.
3. The parties here to shall respectively abide by and submit themselves to the terms and conditions of stipulations contained in this agreement and perform to discharge their part of the contract accordingly.
4. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of Maharashtra State Mining Corporation Limited, the security deposit of the Contractors as herein before recited or such portion thereof as he/they may be entitled to get back under the said condition shall be returned to the contractor(s) subject to the terms and conditions as laid down in clause 21 of General Terms and Conditions which is a part of this Agreement.

In witness whereof the contractor/contractors _____

Has/have here upto set hand and on behalf of the Maharashtra State Mining Corporation Ltd.,
the authorized signatory has here to set his hands the date and year first above written.

Signed by the Contractor/Contractors
Address

Signed on behalf of the Mining Corporation
Designation

In the presence of witness
Designation

Annexure to the deed of agreement which are part of the agreement

1. General Terms and condition of Contract – Annexure “A”
2. The probable quantities and amount – Schedule of Work.

MAHARASHTRA STATE MINING CORPORATION LIMITED

Office of the Managing Director

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

TENDER FOR WORK

I/We hereby submit tender to the Maharashtra State Mining Corporation Limited for execution of the work specified in the underwritten memorandum (Schedule of work) at rates specified therein, with the specification, attached to this and subject to the annexed conditions so far as possible.

MEMORANDUM

1. Name Of Work :- Supply of mining machinery and manpower for production of 45000 tonnes of Dolomite Per Year from Patgowari Dolomite Mine
 2. Earnest Money :- Rs.5.00 lacs (Rupees five lacs) to be deposited online through payment gateway at <http://www.mahatenders.gov.in>.
 3. I.S.D. :- Rs. 20.00 lacs in the form of Bank Guarantee of a nationalized bank for a period of total tenure of the contract towards Initial Security Deposit (ISD) should be deposited by the contractor at the time of signing the agreement.
 4. Date of Commencement :- Within 30 days from receipt of Letter of Intent by the contractor.
 5. Period of Contrast :- Ten years.

 6. If registered with DGM/IBM (Quote registration number) :- Yes/No
 7. If having working experience with MSMC (furnish details, if any) :-
- :- Signature of the Tenderer

NOTE:-

1. Separate sheets may be attached to furnish details if necessary.
2. Decision of MSMC regarding adequacy of experience relating to the work under tender will be final and binding on the tenderer.

ANNEXURE 1 - To be submitted with Part 'A'

GENERAL INFORMATION ABOUT THE TENDERER

1.	Name of the applicant, his nationality and full address	:-	
2.	Whether the firm is a private or public undertakings or Hindu undivided family, individual or a registered partnership firm (Attested copies of Deeds or Articles of Association / Partnership Deed to be enclosed)	:-	
3.	Fax & Telephone No. / Email	:-	
4.	Name of the person holding the power of Attorney and his Nationality with him/her liabilities (attested copy of the power of Attorney to be enclosed).	:-	
5.		:-	
a)	Name of partner, their present nationality with there liabilities (attested copy of the partnership Deed to be enclosed).		
b)	Name & address of the Directors of the firm	:-	
6.	Name of the Bankers and their full Address/addresses <u>NOTE</u> :- The Banker's report in original, preferably in sealed cover giving his/their financial capacity to handle works of the required magnitude should be enclosed along with the tender)	:-	
7.	Present place of business	:-	
8.	Present type of business and the value of similar jobs carried out by them in the last three years lease	:-	

	Give on a separate sheet details of the work, the value of the work. Details be supported with copies of Work Orders etc).		
9.	<p>Licence of registration with the Regional Labour Commissioner <u>N.B.</u></p> <p>a) The tenderer should obtain a valid licence within 15 days of the award of the work.</p> <p>b) In case of failure of the contractor to maintain a valid licence during the period of operation of this contract, he will render himself liable for immediate termination of the contract without any compensation a-part from being called upon to bear the burden of penalties, if any that may be imposed by the concerned labour authorities.</p>	:-	
10.	Whether the tenderer has registered himself in any other public undertakings for similar work. If so, photocopy of such registration may be furnished.	:-	
11.	Whether the tenderer has quoted for or been awarded any contract of similar nature with any other company / undertaking etc. during a part or whole of the period covered by this contract. If so, please furnish details	:-	
12.	Whether the tenderer or any of his partners is a Dismissed / retired Government servant/Employee of MSMC or any other public sector Undertakings. If yes, please give details	:-	
13.	Has the tenderer or any of his partner or share holders been black-listed or removed from the approved list of contractors, or demoted to	:-	

	lower class or orders passed banning /suspending business etc. by any Government./Department/Private Companies etc. in the past. If yes, please give details.		
14.	<p>1. Has the tenderer submitted Earnest Money Deposit</p> <p>2. Along with the tender please indicate the following</p> <p>i) Amount of Earnest Money Deposit</p> <p>ii) Draft No., date and name of the Bank.</p>	:-	
15.	Whether Income Tax Clearance Certificate attached	:-	Yes / No
16.	Whether Balance Sheet of last three years attached	:-	Yes / No
17.	Whether solvency certificate of appropriate amount from the banker attached.	:-	Yes / No

ANNEXURE – 2

DETAILS OF PREVIOUS EXPERIENCE IN MINING
DURING LAST THREE YEARS

Sr. No.	Name of Organization/mine	Description of work carried out/mineral produced	Value of work (Rs.)	Duration of work		Whether completed or in progress	Delay, if any, from scheduled completion date	Penalty/Bonus if any	Remarks
				From	To				

NOTE :- Attach copies of Work Order with actual date of completion.

Full Address :-

Authorised Signatory of the Contractor

Date :-

ANNEXURE – 2A

DETAILS OF PREVIOUS EXPERIENCE IN MINING
DURING LAST THREE YEARS

Sr. No.	Name of Organization	Description of work carried out	Value of work (Rs.)	Duration of work		Whether completed or in progress	Delay, if any, from scheduled completion date	Penalty/ Bonus if any	Remarks
				From	To				

NOTE :- Attach copies of Work Order with actual date of completion.

Full Address :-

Authorised Signatory of the Contractor

Date :-

ABBREVIATIONS

SR. NO.	ABBREVIATIONS	LONG FORMS
1.	MCDR 1988	Mineral Conservation & Development Rules, 1988
2.	MCR 1960	Mineral Conservation Rules, 1960
3.	MMR 1961	Metalliferous Mines Regulation 1961
4.	ROM	Run of Mine
5.	H.S.D.	High Speed Diesel
6.	P.O.L.	Petrol Oil & Lubricants