Tender No.: MSMCL/GEM/2017/02



TENDER DOCUMENT

FOR

Hiring of Mining Machinery with Manpower to Annually Produce and Sell 8,000 Tonnes of Sillimanite & Quartzite

:: FROM::

Garhpendhari East Mine (28.70 Ha)

Located at Village: Garhpendhari, Post: Pohara,

Taluka: Lakhni, District: Bhandara, (M.S.).

Page **1** of **33** Tender No. : MSMCL/GEM/2017/02



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)



Khanikarm Bhavan, Plot No.7, Ajni Square, Wardha Road, Nagpur-440015.

Tel.No. 0712-2253204 to 2253207 Fax: 0712-2253203 Email: info@msmc.gov.in Website: www.msmc.gov.in

TENDER NOTICE

Digitally sealed tenders (Two-Bid System) as per e-Tendering system published on <u>www.mahatenders.gov.in</u> are invited by Managing Director, Maharashtra State Mining Corporation Ltd. for **Hiring of Mining Machinery with Manpower to annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite** from Garhpendhari East Mine located at Village: Garhpendhari, Post: Pohara, Taluka: Lakhni, District: Bhandara, PIN: 441 809 (M. S.).

NOTICE DETAILS

Tender Notice No.	MSMCL/GEM/2017/02		
Cost of tender document	Rs. 25,000/- only		
E.M.D. Amount	Rs. 5,00,000 only.		
Time and place of opening of	12.00 Hours onwards at MSMCL's Head Office at		
Tender (Technical Bid &	Khanikarm Bhawan, Plot No. 7, Ajni Square,		
Commercial Bid)	Wardha Road, NAGPUR - 440 015 (M. S.).		
Tender shall remain valid till	up to Six months from the last date of submission of tender.		
Tender For	Hiring of Mining Machinery with Manpower to annually		
	Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite		
	from Garhpendhari East Mine (28.70 Ha.) Situated at		
	Village: Garhpendhari, Post: Pohara, Taluka: Lakhni, District:		
	Bhandara (M.S.)		

:: 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:

S. N.	Activities	Dates & Time
1.	Online Tender Release	29.01.2018 at 16.00 Hrs.
2.	Pre Bid Meeting	06.02.2018 at 15.00 Hrs. onwards
3.	Online Tender Document Download	29.01.2018 at 16.05 Hrs. onwards
4.	Online Submission of Bid	29.01.2018 at 16.05 Hrs. to
		19.02.2018 up to 11.00 Hrs.
5.	Online Tender Opening (Technical)	21.02.2018 at 12.00 Hrs.
6.	Online Tender Opening (Commercial)	27.02.2018 at 12.00 Hrs.

MANAGING DIRECTOR

M. S. M. C. Ltd., Nagpur.

Page **2** of **33** Tender No. : MSMCL/GEM/2017/02



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)



Khanikarm Bhavan, Plot No.7, Ajni Square, Wardha Road, Nagpur-440015.

Tel.No. 0712-2253204 to 2253207 Fax : 0712-2253203 Email : info@msmc.gov.in Website: www.msmc.gov.in

TENDER

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

'Hiring of Mining Machinery with Manpower to annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite from Garhpendhari East Mine (28.70 Ha.) Situated at Village: Garhpendhari, Post: Pohara, Taluka: Lakhni, District: Bhandara (M.S.) along with desired Mine Development work for a period of 10 years from the date of issue of work order. Interested parties may submit their offer, along with Earnest Money Deposit of Rs. 5,00,000 (Rs. Five Lakh) only. **No interest shall be paid on E. M. D.**

To view the Tender Notice, Detailed Time Schedule, Tender Document, etc. 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 online 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 an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five Lakh only) and a non-refundable Tender Fee of Rs. 25,000/- (INR Twenty Five Thousand Only), are deposited through payment gateway of the website on or before the scheduled date given in the e-TENDER NOTICE DETAILS.

GENERAL INSTRUCTIONS TO BIDDERS:

- (i) 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).**
- (ii) Tenders submitted without following **Two Bid System** through e-Tendering procedure shall be rejected.

Page 3 of 33 Tender No.: MSMCL/GEM/2017/02

- (iii) The Two Bid offer must be submitted along with document(s) as per the guidelines given below by e-Tendering procedure only.
- (iv) Tender(s) not submitted online shall not be entertained.
- (v) All the documents shall be submitted online (in the form of PDF files/Scanned images).
- (vi) Bidder must upload digitally signed documents during online bid preparation.
- (vii) The date and time for online submission of bids shall strictly be followed in all cases.
- (viii) No delay on account of any cause will 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.
- (ix) Tender Fee and EMD must be deposited through online by the payment gateway provided on website (http://www.mahatenders.gov.in).

MSMCL reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

MANAGING DIRECTOR M. S. M. C. Ltd., Nagpur.

Page **4** of **33** Tender No. : MSMCL/GEM/2017/02

(A) <u>Detailed Tender Document for</u>:

"Hiring of Mining Machinery with Manpower to annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite from Garhpendhari East Mine (28.70 Ha.) situated at Village: Garhpendhari, Post: Pohara, Tal.: Lakhni, Dist.: Bhandara (M.S.)"

PART - I

DEFINITIONS & 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 Khanikarm Bhawan, Plot No. 7, Ajni Square, Wardha Road, NAGPUR 440 015, and hereinafter referred to MSMCL.
- 2. <u>"MANAGING DIRECTOR"</u> shall mean the Managing Director of MSMCL or his successors in office, as designated by the Company.
- 3. <u>"CONTRACTOR"</u> 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. <u>"EXCAVATION"/HANDLING & REMOVAL"</u> 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 MSMCL.
- 5. <u>"CONTRACT"</u> 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. <u>"CONTRACT DOCUMENT"</u> shall mean collectively the tender documents designs, drawings, specifications and/or any other documents constituting the tender.
- 7. <u>"TEMPORAY WORK"</u> shall mean temporary works of any kind, required for execution, completion of maintenance of the works.
- 8. <u>"SPECIFICATIONS"</u> shall mean all directions, written or verbal by the authorized representative of MSMCL various technical specifications, provisions and requirements attached to the contract.

Page 5 of 33 Tender No.: MSMCL/GEM/2017/02

- 9. <u>"PLANS"</u> 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. <u>"SITE"</u> 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 MSMCL for the purpose of contract.
- 11. <u>"NOTICE IN WRITING OR WRITTEN NOTICE"</u> 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. <u>"COMPLETION CERTIFICATE"</u> 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. <u>"BANK CUBIC METERS"</u> shall mean the volume of rock insitu, without being disturbed, also written as "BCM" in short.
- 14. <u>"ACCEPTACNE AUTHORITY"</u> shall mean the Managing Director of Maharashtra State Mining Corporation Ltd., or his authorized representative.
- 15. <u>"LETTER OF INTENT"</u> 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. <u>"MINE MANAGER"</u> shall mean the official authorized to work as a Mine Manager of the mine, in terms of the Mines Act.
- 17. <u>"WORK/WORKS"</u> 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. "<u>OFFICE INCHARGE</u>" shall mean the Mine Manager appointed by MSMCL or any other person authorized by such Mine Manager from time to act on its behalf.
- 19. "<u>GESTATION PERIOD</u>" shall be a period of 30 days from the date of issuance of Work Order, allowed for starting the actual mining operations. No premium will be charged for this period if actual mining operations would not be started.
- 20. "<u>AGREED PREMIUM</u>" means the rate quoted by the bidder in its price bid for the targeted quantity.
- 21. <u>"YEAR"</u>: will be Financial Year and defined as the period from 1 April to 31 March of the following year.

For and on behalf of Maharashtra State Mining Corporation Ltd.

Page 6 of 33 Tender No.: MSMCL/GEM/2017/02

PART-II

GENERAL TERMS & CONDITIONS

1. The Managing Director, Maharashtra State Mining Corporation Ltd., Nagpur, invites sealed tenders in TWO BID system for 'Hiring of Mining Machinery with Manpower to annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite' from Garhpendhari East Mine (28.70 Ha) located at Village: Garhpendhari, Post: Pohara, Taluka: Lakhni, District: Bhandara, on Public Private Partnership (PPP) mode with desired Mine Development work for a period of ten years from the date of issuance of Work Order. However, the contract period may be extended on mutually agreed fresh conditions and premium rates, untill a day before the expiry of mining lease i.e. upto Dated: 28.12.2032. Parties having experience in similar works 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 as contractor or as mine owner or in mining for production of ore or development of mines or removal of overburden in open cast mines or development of raise/winze/drives/cross cut/galleries/etc. in underground mines. (Mine owners must furnish copies of statutory returns and contractors must submit work order along with work completion certificate).
- (b) The bidder shall furnish necessary documentary evidence in his technical bid in proof of having the qualifying requirements mentioned at (a) above.
- (c) 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.	Average Turnover of Participating company or	Rs. 5.00 Crores
	firm for the Last two Financial years 2015-16 &	(Minimum)
	2016-17	1
2.	Net Worth of Participating company or firm as per	Rs. 3.00 Crores
	last Annual Accounts 2016-17.	(Minimum)

<u>Part - A :-</u> The technical bid of the tender will be **opened online at 12.00 hours** (noon) on 21.02.2018 in presence of those tenderers or their authorized representatives, who may choose to remain present at the scheduled time.

Page **7** of **33** Tender No. : MSMCL/GEM/2017/02

- <u>Part B :-</u> 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 MSMCL's decision in this regard, shall be final and binding and the MSMCL shall not entertain any correspondence on this issue.
- 1. 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.
- 2. 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.
- 3. The Two Bid offer must be submitted along with document(s) as per the guidelines given through **e-Tendering** procedure only.
- 4. Only those tender offers shall be accepted for evaluation, for which requisite EMD and non-refundable Tender Fee are paid on or before the schedule date given in TENDER SCHEDULE.
- 5. 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.
- 6. Tenderers are advised to inspect and examine the mine 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. The tenderer 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.
- 7. Submission of tender shall imply that the tenderer has read this notice completely 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.
- 8. The tenderer shall himself satisfy about the physical location of the mine, its geology, reserves, available manpower, and any other relevant information.
- 9. 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.

Page **8** of **33** Tender No. : MSMCL/GEM/2017/02

- 10. Both the bids (Technical as well as commercial) shall be submitted online. Tender(s) not submitted online shall not be entertained.
- 11. The signed hard copy of the complete Technical Bid must also be submitted to the office of MSMCL along with the proof of EMD & Tender Fee deposited.
- 12. 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) The following three documents must be submitted after being notarized on non-judicial Stamp Papers of Rs. 100/-:
 - (i) General information about the tenderer in "Annexure 1", refer Page 27-29.
 - (ii) 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" refer Page 30.
 - (iii) Information with regard to all other works carried out during the last three years in "Annexure 3", refer Page No. 31.
- b) For being the authorized signatory of Tender Document, any of the following document will be must:-
 - (i) Board Resolution in favour of the Director OR
 - (ii) NOC from other Partners in case of Partnership Firm OR
 - (iii) Power of attorney in favour of the signatory of the tenderer.
- c) Copy of Valid Income tax clearance certificate in prescribed Proforma & **PAN Card** of individual/Company/association/firm/etc. as applicable.
- d) Copy of Valid GST Registration Certificate, if any.
- e) Balance Sheet and Profit & Loss Account for last 3 (three) financial years viz. 2014-15, 2015-16 & 2016-17. Of these three years, it must have attained 'Profit' for last two successive years.
- f) Documents showing annual turnover of the last 3 (three) years.
- g) CA certificate for Net Worth.
- h) **Earnest Money Deposit (EMD):** The bidder is required to deposit payment of Rs. 5.00 Lakhs towards Earnest Money Deposit (EMD) through payment gateway provided on the 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 converted into Security deposit.**
- i) Any Bidder shall not be entitled for any interest on EMD.

Page **9** of **33** Tender No. : MSMCL/GEM/2017/02

- 13. **Envelope-2** (**Price Bid**):- Price bid shall include following document(s) to be submitted inside the Envelope-2.
 - 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.
- 14. **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. **The amount to be quoted must be in rupees. No decimals will be allowed.**
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Tender shall be submitted online on or before last date & time of submission as per schedule specified in tender notice. However MSMCL 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.
- 19. EMD will be discharged /returned to all unsuccessful bidders. On acceptance of tender, earnest money will be treated as part of the security deposit.
- 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. INITIAL SECURITY DEPOSITS (I. S. D.) :-

- a) An amount of **Rs. 30.00 Lakh (Rs. Twenty Five Lakhs)** only shall be deposited by the successful bidder towards the Security Deposit, for the total tenure of contract upto dated: 14.11.2027, before signing the agreement. The EMD so deposited will be converted to S.D.
- b) Out of this Rs. 30.00 Lakh, Rs. 15.00 must be deposited in the form of Bank Guarantee and Rs. 15.00 in the form of Demand Draft.
- c) The Security Deposit will be held by the company until six months after the completion of the work and the same would be refundable to the contractor, only after recovering the amounts, which would be due on the contractor.
- d) Without prejudice to its right of indemnity for all statutory and financial liabilities, the company reserves the right to forfeit 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.
- e) No interests shall be given on the amount of Security Deposit.

Page **10** of **33** Tender No. : MSMCL/GEM/2017/02

- 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 the applicable taxes, cess, etc., including Royalty, DMF, NMET, etc. leviable in respect of this contract must be paid by the contractor and MSMCL will not entertain any claim whatsoever in this respect.
- 24. Any future change in the structure of taxes, cess, laws, acts, rules, regulations, byelaws, Government Resolutions, Notifications, etc. must also be applicable to the contractor.

25. Conditional tender shall be rejected summarily.

26. On completion of work, all rubbish, brick-bats etc. shall be removed by the contractor to a safe side as directed by the MSMCL at their own expenses and the cleaned site shall be handed over to the company.

27. NON SCHEDULED ITEMS OF WORK:-

In the event of certain changes or alterations of the plans or specifications or certain items being added or deleted from the original schedule, during execution of the work, it shall be binding on the contractor to execute those works, as per directions and at such rates, as may be computed and fixed by the company.

28. **VALIDITY OF OFFER**:-

Each tenderer shall keep his offer valid for a period of at least six months from the last date of submission of 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.

- 29. The successful tenderer shall arrange to obtain the appropriate licence from the competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970, within thirty days of the placement of the work order.
- 30. 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.
- 31. If the contractor during the currency of contract, appoints any apprentices for specified periods, the permission for the same must be obtained in writing from the office of MSMCL. 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.
- 32. The rates must be exclusive of all taxes payable against the State Government/Central Government statutory notification, wherever applicable. The contractor will be liable to pay all the statutory taxes and levies as and when applicable.

Page **11** of **33 Tender No.**: MSMCL/GEM/2017/02

- 33. The successful tenderer shall deposit the Security Deposit and execute an agreement with the MSMCL within a fortnight (15 days), 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 by MSMCL.
- 34. The successful tenderer shall commence the actual mining operations at site within 30 days from the date of issuance of Work Order, failing which the contract shall be liable to be terminated and the E.M.D. and Security Deposit shall stand forfeited.
- 35. The gestation period will end from the actual date of start of commencement of mining operation and the contractor will be liable to pay the agreed premium from this date.

36. **JURISDICTION**

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

37. <u>FAILURE OF CONTRACTOR</u>:-

In case of termination of the contract 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.

38. **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 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.

Page **12** of **33 Tender No.**: MSMCL/GEM/2017/02

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 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.

39. 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. 18, 19 & 20.
 - 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 MSMCL.
 - 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.

Page **13** of **33** Tender No. : MSMCL/GEM/2017/02

2. <u>Termination of the contract in full or in part – Recovery from the Contractor.</u>

- 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.

3. <u>Termination of contract, on death</u>:-

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

40. **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.

Page **14** of **33** Tender No. : MSMCL/GEM/2017/02

- 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.

41. **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.

42. **<u>DEVIATION</u>** :-

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.

43. **SUB-CONTRACTING:**

- 43.1 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 MSMCL.
- 43.2 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.
- 44. This notice of tender shall form part of the agreement between MSMCL and the successful contractor for the purpose of this contract.
- 45. The tenderer shall submit the list of equipment which will be used by him or execution of works. The tenderer shall also submit a list of the technically qualified personnel's of his company.
- 46. The tenderer shall carefully read all the terms and conditions and the same shall be signed by him or his authorized representative, in token of acceptance of the same.
- 47. Rates quoted by the tenderer shall be firm and fixed.

Page **15** of **33** Tender No. : MSMCL/GEM/2017/02

48. **PAYMENT TO THE MSMCL**:-

- 48.1 The Party will be required to make the following payments in advance to the MSMCL upto 10th day of every month.
- i) Advance Full amount of the premium payable to MSMCL against the agreed/target quantity based on Quartzite to be produced and sold by the party every month irrespective of the actual sale quantity of mineral. In case of less sale, MSMCL will not refund the amount of shortfall in sale of agreed quantity.
- ii) The above premium will be calculated on basis of the rate quoted for the production of Quartzite for 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 amount towards P. F. & other benefits, to be paid by contractor if they are deployed at the mine by MSMCL.
- 48.2 MSMCL will raise the monthly invoice on the basis of measured actual production and analysis report of the minerals produced in the previous month. The contractor would also be required to pay the difference of premium of agreed quantity and actual production of previous month, within 7 days from the date of invoice.
- 48.3 If the above payments are not made within the scheduled time, the contractor has to pay an interest on the due amount at the rate of 12% per annum, compounded on monthly basis.

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

- a) MSMCL 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 MSMCL, but the actual payment would not be less than the agreed quantity of this tender.
- 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 M.M.R. 1961, MCDR 2017, etc.
- d) The contractor shall stack the different grades of ore produced as per direction and to the satisfaction of MSMCL.
- e) If any material or quantity of ore produced is found to have been dispatched fraudulently of without accounting for the same, then the ores so dispatched will be seized and contractor will be penalized by forfeiture of his Security Deposit and termination of the contract along with black listing of the contractor.

Page **16** of **33** Tender No. : MSMCL/GEM/2017/02

50. **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 MSMCL 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. The sampling charge shall be paid by the contractor.
- 2) The contractor would always provide necessary assistance to draw and prepare samples at mine site.

Page **17** of **33** Tender No. : MSMCL/GEM/2017/02

PART - III NATURE OF WORK

1. Name Of Work : "Hiring of Mining Machinery with Manpower to

annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite from Garhpendhari East Mine (28.70 Ha) located at Village : Garhpendhari, Post:

Pohara, Taluka: Lakhni, District: Bhandara."

2. Location : About 10-12 km. from Taluka: Lakhni on National

Highway 6, i.e. about 30 kms. from Bhandara District.

3. Working Hrs. : One shift of 8 Hrs. (8.00 a.m. to 5.00 p.m.) only

4. Method of Working : Category 'B' Manual Opencast Working only

SOME DETAILS OF GARHPENDHARI EAST MINE

i) Total Lease Area :- **28.70 Hects**.

ii) Present pit & its extension :- Length: 100 – 130 M

Width: 30 - 50 M

iii) Bench Specifications :- Height: 1.50 M & Width: 1.50 M

iv) Acquired land (area under

possession of MSMCL)

- Revenue Land: 20.86 Ha.

v) General Ground Level :- 241 MRL

vi) Present pit bottom :- 235 MRL

vii) Reserve as on 01/04/2017 :- Sillimanite : 34,000 Tonnes approximately &

as per Approved Mine Plan Quartzite: 49,00,000 Tonnes approximately.

5. Scope of Work :- "Hiring of Mining Machinery with Manpower to

annually Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite from **Garhpendhari East Mine (28.70 Ha)** located at Village: Garhpendhari, Post:

Pohara, Taluka: Lakhni, District: Bhandara."

With desired development work as detailed below:-

To deploy necessary Mining Machinery and equipment along with operation and maintenance personnel for mine development work viz. drilling, blasting, excavation, removal, transportation and dumping of waste material at the place earmarked for the purpose. Formation and maintenance of approach/road/ramp/benches, etc.

Page **18** of **33** Tender No. : MSMCL/GEM/2017/02

- ii) The contractor shall obtain all the necessary permission from DGMS or any other Statutory Department for deployment of the heavy mining machinery and equipment, MSMCL will provide the required necessary documentary assistance in obtaining such permissions on the request made by the contractor.
- iii) The contractor shall timely furnish to MSMCL complete information as may be required for compilation and submission of various returns/reports to different authorities from time to time.
- iv) The contractor has to prepare and get timely approval of MP/SOM from Competent Authorities at his own costs and expenses. He will also be required to pay the processing fee and 'Financial Assurance' required for the approval of said MP/SOM.
- v) The contractor is bound to get the approval of FMCP from Competent Authority and also to execute all the provisions of it before the end of contractor period.
- vi) To take all the steps to monitor the environmental data, to arrange to send the compliance report to the Ministry of Environment, Forest & Climate Change (MoEFCC) and Pollution Control Board (MPCB).
- vii) To take care and comply all the terms and conditions, as given in the Environment Clearance certificate by the MoEFCC, and consent of Pollution Control Board (MPCB).
- viii) To obtain Environment Clearance/Renewal thereof as the case may from Ministry of Environment, Forest and Climate Change (MoEFCC).
- ix) To obtain consent/renewal thereof as the case may be from MPCB.
- x) To obtain all clearances of problems of land acquisition, including land of tribal's if any and making necessary payments to parties concerned for taking possession of land for development of mine to produce the minimum required quantum of ores stipulated in the tender contract.
- xi) Dead rent and Surface rent shall be paid by contractor every year regularly within the scheduled time.
- xii) Drilling, blasting and Explosive have to be arranged by contractor at its own cost and expense.
- xiii) In case, if land is required for further mining operations, the contractor has to purchase in the name of MSMCL at its/his own costs. The amount thus spent for purchase of land will not be reimbursed/refunded to the contractor.

Page **19** of **33** Tender No. : MSMCL/GEM/2017/02

6. **Tenure of Contract**

Ten Years from the date of issuance of Work Order. However, the contract period may be extended on mutually agreed fresh conditions and premium rates, until a day before the expiry of mining lease i.e. upto Dated: 28.12.2032.

7. Target

:- Annual production and sale of 8,000 Tonnes of Quartzite.

Monthly Target: 750 Tonnes subject to the Monthly Target during Rainy Season (July, August & September) which will be 417 Tonnes per month.

NOTE

:- The monthly target as given above shall be reviewed at the end of every month by the MSMCL and depending upon the scope of market and mining, the MSMCL may increase or decrease the monthly target upto a limit of maximum 20% 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 MSMCL and the contractor cannot challenge MSMCL's decision in this regard.

8. Others

:- Achievement of 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 the additional premium (@ quoted/escalated premium) on the quantity of graded material falling short than that of the targeted quantity.

Party will be required to make payment of the agreed monthly targeted quantity in advance, in case of any shortfall in production or sale of agreed quantity, MSMCL will not refund the amount of less quantity. However, the Contractor will be allowed to make up the shortfall in next month of the same financial year.

9. Ownership of the Production

:- All the materials excluding the graded ores of quartzite and sillimanite, raised by the contractor during mining operations which include overburden, waste and subgrade material shall be the absolute property of and in ownership of MSMCL only.

Page **20** of **33** Tender No. : MSMCL/GEM/2017/02

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 MSMCL, 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 equipment so offered shall be in good condition.
- 1.3 The tenderer shall be capable to maintain adequate number of machineries and equipment at site to undertake jobs as per schedule. The tenderer shall also enclose along with the offer, relevant documents, determining ownership of the machineries & equipment 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.
- 1.5 The contractor shall arrange for HSD, oil, petrol, stores, spares etc. needed for safe operation and maintenance of the machineries and equipment. MSMCL 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 equipment, deployed directly and/or indirectly for execution of the work and for maintenance of records of such checks. He shall get the equipment, machineries checked and okayed 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, Metalliferous Mines Regulation and orders made thereunder by DGMS.
- 2.3 All unsafe areas will be fenced and secured by the contractor by following the provisions of MMR-1961, MCDR-2017, etc.
- 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 MSMCL may undertake to restore safe road condition, either on its own or through some external agency and the cost thereof shall be recovered to full from the contractor.

Page **21** of **33** Tender No. : MSMCL/GEM/2017/02

- 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. All payments such as Wages, Gratuity, Bonus, PF, Leave Encashment, workmen's compensations, etc. as applicable under the provisions of various applicable statutes, shall be borne by the contractor during the period of contract.
- 2.6 All the statutorily qualified personnel as per MMR-1961, MCDR-2017 and as per DGMS guidelines will have to be compulsorily appointed at the mine by the Contractor at his own cost and expenses.

The minimum persons required are:

Mine Manager I Class/II Class	:-	1
Mine Foreman	:-	1
Mine Surveyor	:-	1
Mechanical Foreman	:-	1
Mine Mate	:-	2
Blaster	:-	1

NOTE: Depending upon production/manpower/workers employed, etc., the number of statutorily qualified personnel must also be deployed.

3. <u>STATUTORY RULES & REGULATIONS</u>:-

- 3.1 The contractor shall be solely responsible for Compliance with all labour laws, Payment of Wages Act, Employees provident Fund Act, The Bonus 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, Income Tax Act (wherever applicable) and Other relevant Central/State Government Acts, Rules, Notifications, Bye-laws, etc. made thereunder.
- 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 any such statutorily authorities.
- 3.4 Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the contractor will be liable to pay the payment of premium at the agreed rate for the targeted quantity.
- 3.5 The contractor shall defend, indemnify and hold the Company 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 company.
- 3.6 The contractor shall have to prepare and get approved the mining plan/scheme of mining, as the case may be from Competent Authority/Indian Bureau of Mines in stipulated time.

Page **22** of **33** Tender No. : MSMCL/GEM/2017/02

- 3.7 The contractor shall also be responsible for compliance of all the rules and regulations of Ministry of Environment, Forest and Climate Change (MoEFCC) & Maharashtra Pollution Control Board (MPCB) applicable to the mining industry:
 - a. to comply the terms and conditions as per the Environmental Clearance order of the MoEFCC & MPCB,
 - b. to obtain necessary consent from MPCB,
 - c. to monitor the environmental data periodically as per directives/conditions of Environment Clearance and Consent to Operate as stipulated by MoEFCC & MPCB, respectively.
- 3.8 The contractor will also be required to obtain the 'No Objection Certificate' if required from Central Ground Water Board/Authority during the course of mining operations within the contract period.
- 3.9 Besides above, the contractor has to strictly comply with all the statutes applicable for mining operations.

Page **23** of **33** Tender No. : MSMCL/GEM/2017/02

PART - V

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 The Mine Rules, 1955), including that 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 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 MSMCL does not, however, guarantee for supply of electricity. No compensation for failure to supply or short supply of electricity by the MSMCL 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. Though, MSMCL can extend its co-operation for getting power from the respective department.

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 MSMCL 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 MSMCL to the contractor for setting up of his office. The contractor has to keep the office well maintained. He has to computerize and automatize the entire system.

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

MSMCL will not supply stores materials / fuels and lubricants /consumables etc. to the contractor. However if the supply of store material is available with MSMCL and the contractor makes a written request to supply the same and MSMCL thinks it desirable may supply the same to the contractor, then MSMCL 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.

Page **24** of **33** Tender No. : MSMCL/GEM/2017/02

5. **Mining Machinery:**

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

6. **Explosives:**-

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

7. <u>Crusher</u>:-

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

Page **25** of **33** Tender No. : MSMCL/GEM/2017/02

MAHARASHTRA STATE MINING CORPORATION LIMITED

Office of the Managing Director Khanikarm Bhawan, Plot No. 7, Ajni Square, Wardha Road, Nagpur – 440 015.

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

			MEMORANDOM
1.	Name of Work	:-	"Hiring of Mining Machinery with Manpower to Produce and Sell of 8,000 Tonnes of Sillimanite and Quartzite from Garhpendhari East Mine located at Village: Garhpendhari, Post: Pohara, Taluka: Lakhni, District: Bhandara."
2.	Earnest Money	:-	The bidder is required to deposit payment of Rs. 5.00 Lakhs towards Earnest Money Deposit (EMD) through payment gateway provided on the www.mahatenders.gov.in.
3.	I.S.D.	:-	Total Amount of Security Deposit is Rs. 30.00 Lacs, of which Rs. 15.00 Lakh in the form of Bank Guarantee and Rs. 15.00 Lakh in the form of Demand issued from any 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 the date of issuance of Work Order.
5.	5. Period of Contract		Clause 6 of Part III of this tender document.
6.	If registered with DGM/IBM (Quote registration number	:-	Yes/No IBM Registration No.: DGM Registration No.:
7.	If having working	:-	

Signature of the Tenderer

NOTE:-

experience

details, if any)

MSMCL

1. Separate sheets may be attached to furnish details if necessary.

with

(furnish

2. Decision of MSMCL regarding adequacy of experience relating to the work under tender will be final and binding on the tenderer.

Page **26** of **33** Tender No. : MSMCL/GEM/2017/02

ANNEXURE - 1

(To be submitted with in the form of Notarized Affidavit made on a non-judicial Stamp of Rs. 100.00 only)

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 their 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 NOTE :- 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. Details of the work may be provided on a separate sheet along with the value of work.	

Page **27** of **33** Tender No. : MSMCL/GEM/2017/02

	T = .	1	<u></u>
9.	Licence of registration with the Regional Labour Commissioner (if applicable)	:-	
	<u>N.B.</u>		
a)	The tenderer should obtain a valid		
	licence within 30 days of the award of the work.		
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.		
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 MSMCL 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. 1.	Has the tenderer submitted Earnest Money Deposit	:-	

2.	Along with the tender please indicate		
	the following		
i)	Amount of Earnest Money Deposit		
ii)	Draft No., date and name of the Bank.		
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

Page **29** of **33** Tender No. : MSMCL/GEM/2017/02

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 From	of work To	Whether completed or in progress	Delay, if any, from scheduled completion date	Penalty/ Bonus if any	Remarks

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

Full Address:-Authorised Signatory of the Contractor

Tender No.: MSMCL/GEM/2017/.... Page **30** of **33**

ANNEXURE - 3

(To be submitted with in the form of Notarized Affidavit made on a non-judicial Stamp of Rs. 100.00 only)

DETAILS OF PREVIOUS EXPERIENCE IN OTHER WORKS DURING LAST THREE YEARS

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

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

Full Address:- Authorised Signatory of the Contractor

Page **31** of **33** Tender No.: MSMCL/GEM/2017/....

PRICE BID

1.	Nature of Work	:-	"Hiring of Mining Machinery with
1.			Manpower to annually Produce and Sell of
			8,000 Tonnes of Sillimanite and Quartzite
			from Garhpendhari East Mine located at
			Village: Garhpendhari, Post: Pohara, Taluka:
			Lakhni, District: Bhandara."
2.	Premium on per tonne of ore	:-	(Amount in Rs/Tonne)
	Sillimanite	:-	Rs per tonne
	Quartzite	:-	Rs per tonne
	Quartzite	•-	ixs per toline

Page **32** of **33** Tender No.: MSMCL/GEM/2017/....

ABBREVIATIONS

S. No.	ABBREVIATIONS	LONG FORMS
1.	MCDR - 2017	Mineral Conservation & Development Rules, 2017.
2.	M.C.R. 1960	Mineral Conservation Rules, 1960
3.	M.M.R. 1961	Metalliferous Mines Regulation 1961
4.	MSMCL	Maharashtra State Mining Corporation Limited.
5.	ROM	Run of Mine Ore
6.	H.S.D.	High Speed Diesel
7.	P.O.L.	Petrol Oil & Lubricants

Page **33** of **33** Tender No.: MSMCL/GEM/2017/....