



Maharashtra State Mining Corporation Limited,

Khanikarm Bhawan, Plot No. 7, Ajni Square,
Wardha Road, NAGPUR – 440 015 (M. S.).

Tel. No.: +91-712-2253204 to 2253207

FAX: +91-712-2253203

Email: info@msmc.gov.in

Website: www.msmc.gov.in

TENDER DOCUMENT : 2ND CALL

For

Carrying out Hydrogeological Study,
preparing report and obtaining 'NOC'
from Central Ground Water Board/Authority
in respect of

KHURSIPAR IRON ORE MINE
(Manual Mine) having leasehold area of 4.37 Ha.
situated at Village: Khursipar, Tahsil: Amgaon, District: Gondia.

Cost of Tender Document : INR. 2,000/- only.

TENDER NO.: MSMC/GEO/KIOM/2018/02



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)



Khanikarm Bhawan, 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

Section - I

TENDER NOTICE : 2ND CALL

1.1 Managing Director, Maharashtra State Mining Corporation Ltd. Nagpur invites Sealed Tenders for ‘Carrying out Hydrogeological studies and preparing its report in respect of the following mines, as required for, and getting NOC from Central Ground Water Board/Authority’ in respect of ‘Khursipar Iron Ore Mine (Manual Mine) having leasehold area of 4.37 Ha. located at Village: Khursipar, Tahsil: Amgaon, District: Gondia. Tender document is published on www.msmc.gov.in. The same is available on www.msmc.gov.in w.e.f. Dated: 25/05/2018 at 10.00 AM onwards. The details are as follows:

Tender Notice No.	MSMC/GEO/KIOM/2018/02
Cost of Tender document	Rs. 2,000/- (INR. Two Thousand) only.
E.M.D. Amount	Rs. 20,000/- (INR. Twenty Thousand only).
Tender shall remain valid	Up to six months from the date of opening of offer.

2.0 TENDER SCHEDULE:

Please Note that all bid related activities (Process) like Tender Document Download, Bid Preparation, Bid Submission, opening, etc. shall be governed by time schedule given as per Key dates mentioned below:

Activities	Dates & Time
Tender Release on MSMSL's official web site	www.msmc.gov.in 25/05/2018 at 10.00 AM
Tender Document Download from www.msmc.gov.in	25/05/2018 ; 10.01 AM onwards.
Last Date and Time for Submission of Complete Tender Documents along with Demand Draft for Tender document Fees and EMD.	31/05/2018 upto 5.00 PM at MSMCL's Head Office located at Khanikarm Bhawan, Plot No.7, Ajni Square, Wardha Road, NAGPUR - 440 015 (M.S.).
Date, Time and place of opening of Tender (Technical Bid)	01/06/2018, 12.30 PM at MSMC's Head Office at Khanikarm Bhawan, Plot No.7, Ajni Square, Wardha Road, NAGPUR - 440 015 (M.S.).
Price Bid Opening	Will be decided after successful Evaluation of Technical Bid.

3.0 PURCHASE AND/OR DOWNLOADING OF TENDER FORM:

The tender document is uploaded / released on website of MSMCL www.msmc.gov.in.

4.0 GENERAL INSTRUCTIONS:

- 4.1 To view - Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit the website of MSMCL www.msmc.gov.in. The cost of the Tender document (non-refundable) is **Rs. 2,000/-** (Indian Rupees Two Thousand only) which has to be paid only in the form of Demand Draft/Pay Order drawn on any Nationalized Scheduled Bank in favour of '**Maharashtra State Mining Corporation Ltd.**' payable at Nagpur. Interested Tenderer may download the Tender document from the website and submit the non-refundable application fee at the time of submission of Tender Document.
- 4.2 **The work involves carrying out** Hydrogeological studies, viz, general topography, drainage analysis, Geology, Meteorology and rainfall analysis, aquifer geometry; surface and ground water potentiality, assessing the aquifer parameters, quality of water; ground water resources estimation and categorization, seepage of ground water in mine working; Mining impact of surface and ground water environment and remedial measures and preparation of final Hydrogeological report as per the guidelines, notifications, etc. issued from competent authorities in this regards and obtaining NOC from Central Ground Water Board/Authority.
- 4.3 The Tenderers are required to furnish a separate Demand Draft amounting **Rs. 20,000/-** (Rs. Twenty thousand only) as an E.M.D., while submitting the sealed Tender Document.
- 4.4 The successful tenderer, is expected to complete the envisaged work, no later than six months period.
- 4.5 The successful Tenderer(s) will have to enter into an Agreement with MSMCL in accordance with Instructions to Tenderers, General Conditions & Special Conditions, stipulated in this Tender.
- 4.6 The bids shall be received by, **The Managing Director**, Maharashtra State Mining Corporation Ltd., Khanikarm Bhawan, Plot No.7, Ajni Square, Wardha Road, NAGPUR - 440 015 (M.S.), **on any working day w.e.f. 25/05/2018 to 31/05/2018 up to 5.00 PM. Technical Bid shall be opened at 12.30 PM on 01/06/2018.** The Bid submitted must remain valid for a period of Six months from the Bid opening date.
- 4.7 The Managing Director reserves the right to accept or reject any or all offer(s) without assigning any reasons thereof.

5.0 SUBMISSION OF BIDS:

- 5.1 Offers shall be submitted in sealed covers, super-scribing Title and Tender Number. It consists of Cover-A, Cover-B and Cover-C as follows:

Cover – A (1) Demand Draft worth **Rs.2,000/-** (Indian Rupees Two Thousand only) towards the cost of Tender documents with a covering letter.

(2) **Separate Demand Draft(s) of Rs. 20,000/-** (Indian Rupees Twenty Thousand only) towards EMD.

Both the DDs should be issued from any of the Nationalized/Scheduled Bank in favour of '**Maharashtra State Mining Corporation Ltd.**' payable at Nagpur.

Cover – B Containing all the technical & commercial details as per **Annexure - C** of the Tender document (**except prices/rates**).

Cover – C Containing **only PRICES/RATES** with covering letter (**in the proforma enclosed as Annexure-D**).

Tenderers shall submit their offers at the following address and the offers will be opened at the same place.

The Managing Director,
Maharashtra State Mining Corporation Ltd.,
Khanikarm Bhawan, Plot No.7, Ajni Square,
Wardha Road, NAGPUR - 440 015 (M.S.).

5.2 Process of Submission of Tenders:

5.2.2. Tenders without DD for tender cost and E.M.D will be summarily rejected.

5.2.3 **Envelope-B:** Technical Bid must contain the documents as per Checklist shown in **Annexure-C**. **This checklist should be attached on the cover page of Technical Bid.**

The Envelope-B must be superscribed as :

'TECHNICAL BID'

Tender No.: 'MSMC/GEO/KIOM/2018/02'

5.2.4. **Envelope-C:** Containing only Price proposal quoting strictly as per the format enclosed in **Annexure – D** on firm price basis. The Envelope-C must be superscribed as :

'PRICE BID'

Tender No.: MSMC/GEO/KIOM/2018/02

5.3 Sealed Cover-A, sealed Cover-B and sealed Cover-C shall be kept separately in another sealed cover.

5.4 Cover - A containing Tender Fee & EMD, and Cover - B containing details as mentioned above, will be opened on the scheduled date of opening of tenders.

5.5 Cover- C containing the prices/rates of all the tenderers whose offers are technically and commercially qualified will be opened SEPARATELY. The date of opening of Price Bids may be intimated to the qualified firms well in advance.

5.6 Offers received after 5.00 PM of the stipulated closing date i.e., 31/05/2018 of the tender, WILL NOT BE CONSIDERED.

5.7 M.S.M.C.L. will not be responsible for any postal delays.

6.0 OFFER VALIDITY: Six months from the date of opening of Financial Bid.

7.0 CONTRACT PERIOD: Six months from the date of issuing Work Order.

8.0 ESSENCE: Time of completion of the work is the essence of the contract. Penalty clauses shall be applicable as per terms and conditions of the tender.

9.0 GENERAL:

MSMCL will satisfy itself that the tenderer is experienced, reputed and possesses the requisite qualifications by perusing details submitted with Cover-B. The decision of the MSMCL in regard to qualify any of the tenderers will be final and binding on all the tenderers.

MSMCL is not under any obligation to accept the lowest bid / bids and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

Section - II

TENDER DOCUMENT

1.0 Objective:

The objective of this tender is to undertake Hydrogeological Study, preparing report and obtaining 'NOC' from Central Ground Water Board/Authority in respect of '**Khursipar Iron Ore Mine**' (Manual Mine) having leasehold area of **4.37 Ha.** located at **Village: Khursipar, Tahsil: Amgaon, District: Gondia.**

The objective includes in respect of above mine(s):-

Item-I	Generation of baseline data, Establishing a network of observation wells, conducting aquifer performance test.
Item-II	To carry out Hydrogeological studies viz., general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, Aquifer characteristics, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final hydrogeological report.
Item-III	Obtaining ' statutory approval/NOC ' from Central Ground Water Board/Authority for carryout mining operations
Item-IV	All the relevant activities as required for Items mentioned above.

2.0 Preamble:

Maharashtra State Mining Corporation Limited, hereinafter referred to as MSMC invites sealed tenders from reputed, experience, bonafide and competent Tenderers satisfying the stipulated eligibility criteria for carrying out Hydrogeological studies viz., general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, Aquifer characteristics, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final hydrogeological report.

3.0 Eligibility criteria for submission of offers for this tender:

Any person/Firm/Joint Venture Company fulfilling the following eligibility criteria can submit their offers against this tender.

3.1 Technical:

- (i) Tenderer should have Post-Graduation in Geology from any reputed University/Institute and have a minimum three years experience in Geological and Hydrogeological studies. **(Proof of qualifications and experience must be submitted.)**

- (ii) Tenderer must have **successfully completed at least two similar works. Documentary evidence in Cover – B**, with respect to previous experience in carrying out the work of similar nature **must be submitted** by the Tenderers for establishing the eligibility criteria.
- (iii) Notarized Power of Attorney (PoA) for the authorized signatory: The Offer shall be signed on all pages only by the Authorized signatory. The Authorized signatory shall represent the Tenderer during all stages of the Tendering process. The authorization in favor of the Authorized Signatory shall be issued by the competent authority of the Firm / Tendering Joint Venture Company, as applicable. Tenderer has to submit an original Power of Attorney (as per '**Annexure - B**') duly notarized in favor of the Authorized representative attested by at least one witness stating the name, occupation and address of the witness, to represent the Tenderer in all matters with respect to the tender in all stages of the Tendering process, including any other documents to give effect to the outcome of the Tendering process. Offers received from all such Tenderers participating in the Tendering process not submitting original Notarized Power of Attorney shall be summarily rejected.
- (v) All the documents must be signed by the authorized signatory along with its stamp and seal of the company/firm.
- (vi) MSMCL reserves the right to verify the original documentary evidences, if it desires to do so, the tenderers shall facilitate the same.

3.2 Sale of tender documents:

The complete Tender document is available on the web site www.msmc.gov.in. The cost of the Tender document (non-refundable) is Rs. 2,000/- (Indian Rupees Two Thousand only) which has to be paid only in the form of **Demand Draft/Pay Order** drawn on any Nationalized/Scheduled Bank **in favour of 'Maharashtra State Mining Corporation Ltd.' payable at Nagpur.** Interested Tenderer may download the Tender document from the website and submit the non-refundable application fee at the time of submission of Tender Document.

3.3 Submission of Offers:

The Tenderer is required to carefully examine the Tender Documents, terms & conditions, site plan and other details relating to work given in the Tender documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Tenderer is deemed to have known the scope, nature and magnitude of the work and the requirement of equipment, machineries, material, workmen involved etc.

- 3.4** The Tenderers are requested to submit their offers in duplicate on three cover basis (Cover A, Cover B & Cover C), duly kept in another sealed cover, super-scribing Tender Number, due date of submission of tender, due date of

opening of the tender and name & address of the Tenderer to the address given below:

The Managing Director,
Maharashtra State Mining Corporation Ltd.,
Khanikarm Bhawan, Plot No.7, Ajni Square,
Wardha Road, NAGPUR - 440 015 (M.S.).

3.5 The three sealed covers shall comprise of :

(I) Cover – A:

- (1) Tender cost in the form of Demand Draft worth **Rs. 2,000/-** (Indian Rupees Two Thousand only).
- (2) **Separate Demand Draft of Rs. 20,000/-** (Indian Rupees Twenty Thousand only) towards EMD.

Both the DDs should be issued by any of the Nationalized/Scheduled Bank in favour of '**Maharashtra State Mining Corporation Ltd.**' payable at Nagpur.

(i) The tenderers are required to Note that:

- (a) **EMD in the form of Cheque shall not be accepted.** Tenders without EMD shall not be considered and the offers stand disqualified. No interest shall be paid by MSMCL for EMD amount.
- (b) In case the Tenderers on their own, after opening the tender (as per the scheduled date of opening), withdraw the Tender document/offer or modify the Tender document/offer, the EMD paid shall stand forfeited without any further notice.
- (c) **The EMD of the unsuccessful tenderers shall be returned within one month of the finalization of tender.** MSMCL shall not pay any interest on the EMD submitted by the Tenderers.

(ii) Forfeiture of EMD:

- (a) Withdraws his Tender document during the validity period of this offer, **OR** Changes the terms of the Tender document and submit a revised Tender document after opening of tender which amounts to withdrawal of offer, **OR**
- (b) Desires to withdraw his Tender document after opening the tender.

(II) Cover – B:

Shall contain along with a covering letter, all the required technical information as per the requirement of the NIT document, and the commercial / other details as given below:

- a) Documentary evidences as mentioned in Clause 3.1 of Section II of this Tender Document.
- b) Copies of Income Tax returns filed during the preceding three financial years.
- c) Copies of audited financial statement during the preceding three financial years, in case of firm/JV Company.
- d) Power of Attorney in favour of authorized Lead Member for submitting the tender on behalf of Joint Venture Company in the relevant proforma enclosed at Annexure-B (**must be in Original**).
- e) Copy of PAN Card of individual/Firm/JV Company.

Tenderer must attach the checklist as **Annexure-C**.

All the above pages submitted hereby along with tender document become the part of Tender. Each document must be duly signed by the Authorized Signatory/Tenderer under the official seal on all pages confirming their acceptance of all terms and conditions stated in the tender document.

(III) Cover – C:

Containing only ‘**Price Bid**’ quoting strictly as per the format enclosed in Annexure –D, on firm price basis.

3.6 The Tenderers are requested to put their stamp and sign on all pages of their offer document, give Page numbers to all the pages of their offer including the enclosures serially numbered and give Index sheet for locating the details correctly.

3.7 PRICE VARIATION CLAUSE:

The prices quoted by the tenderers shall be firm for the entire period of contract. There shall be no price escalation in between.

3.8 Evaluation of Techno-commercial proposals and post-tender discussions:

Cover “A” containing Tender Fee & EMD and Cover “B” containing Technical, commercial and other details shall be opened on the scheduled opening date. After examining the Techno-commercial Proposals, MSMCL reserves the right to conduct post-tender discussions with any or all Tenderers in order to obtain clarifications or confirmations on any part of the Techno-commercial Proposals so submitted. Only for those Tenderers, whose offer is qualified technically & commercially, the corresponding Price proposals contained in Cover “C” shall then be opened.

3.9 Tenders shall be evaluated based on lowest price on landed cost basis for the entire scope of work given in the Tender document.

3.10 There is no undertaking that the lowest offer shall be accepted and MSMCL reserves the right and shall be free to place orders on any Tenderer for whatsoever reasons and the decision in this regard taken by MSMCL shall be final. MSMCL also reserves the right to reject any or all the Tender documents without assigning any reasons whatsoever OR to close the tender at any stage before award of work. .

3.11 In case no Tenderer confirms to the conditions stipulated in this Notice Inviting Tender (NIT), MSMC reserves the right and option to select the Tenderer closely confirming to the stipulated conditions by relaxing the same, where the judgment of MSMCL is final and binding on all the Tenderers.

3.12 The decision of MSMCL in regard to qualifying any of the tenderers shall be final and binding on all the tenderers.

4.0 SECURITY DEPOSIT:

4.1 The successful tenderer shall submit the security deposit of 10% only of the total contract value within 7 days after signing of agreement/contract in the form of Demand Draft drawn in favour of ‘Maharashtra State Mining Corporation Ltd., payable at Nagpur, from any Nationalised/Scheduled Banks and the same shall remain

at the disposal of the corporation as security till the satisfactory execution and completion of the work in accordance with provisions of contract.

4.2 Security deposit will be returned to the contractor, after three months of successful completion of work, without any interests. Amount of Security Deposit may be extended, if completion of work delayed for any reason whatsoever.

4.3 Without prejudice to its right of indemnity for all statutory and financial liabilities, the corporation reserves the right to forfeit in full or in part of the Security Deposit, in the event of nonfulfillment of contract OR non performance/non compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons and the contract shall be terminated without any prior notice.

4.4 **The Security Deposit shall bear no interest.**

5.0 Liquidated Damage:

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

6.0 TAXES & DUTIES:

- 6.1 The Tenderer shall quote for the rates and service tax components separately in their price proposal.
- 6.2 Income Tax payable shall be to the account of the successful tenderer. Tax at Source shall be deducted, as per the relevant rules of Income Tax Act, 1961, from all payments on account of services provided by successful tenderer. MSMC shall issue valid certificates for the tax deducted at source.
- 6.3 If any new taxes are introduced in relation to the service provided by the successful tenderer in place of / in addition to service tax during the currency of the contract period such new tax shall be paid extra by MSMC at the applicable rate for the rest of the contract period against appropriate invoice.

7.0 OTHER TERMS AND CONDITIONS:

- 7.1 **TENDER VALIDITY:** Tenders shall be valid for a period of six months from the date of opening of the financial bid.
- 7.2 Tenderer may inspect and examine the site and its surroundings and may obtain and satisfy themselves (so far as is practicable) before submitting their Tenders on the form and nature of the site, the quantities and nature of the work, the prevailing geological/ecological conditions, weather conditions, ground conditions, local conditions, availability of raw materials, workmen, water, electricity, all necessary information, regarding the material necessary for the completion of the works, the means of access to the site, the accommodation that they may require at the site, the facilities likely to be extended to them and the difficulties likely to be encountered by them during the execution of the work, the risks, contingencies and other circumstances which may influence or affect their offer before quoting for the work.
The tenderer shall also make themselves aware of all their responsibilities, the facilities likely to be extended to them during the execution of the work, the rules and regulations of all statutory bodies and Local Government bodies which shall be required to be complied with during the execution of the work.

7.3 Sufficiency of Tender:

The tenderers shall satisfy themselves regarding the sufficiency of their tenders in respect of any adverse physical conditions and artificial obstructions at the site. No claim shall be made against or entertained by the Company for any damage done by an act of God or on account of any circumstances beyond the control of the Company.

8.0 SCOPE OF WORK:

8.1 Tenderer's Scope of Work:

The successful bidder will have to carry out the Hydrogeological studies and submission of Hydrogeological report.

The Hydrogeological studies proposed to be conducted in and around the mines and include the following activities by the successful bidder:

1.	Description of general topography and drainage analysis of the core zone and buffer zone with HFL information (Core zone is area covered by project itself and buffer zone covers 10km around the boundary of the project)
2.	Generation of Baseline Data Viz.:
a.	Establishing a network of observation wells (Numbers as required) in and around the proposed mine(s) (i.e, covering the total villages in buffer zone), monitoring of water levels during winter, Pre monsoon, Monsoon & Post monsoon seasons. (as per Annexure-I)
	<ul style="list-style-type: none">• The Observation well should be easily approachable.• The well should have water column in all seasons• The well should be in use and not to be fixed with pump set/motor.• The Well should be selected in ideal location so that it should be representative of the surrounding area.• Water level in an observation well is to be monitored at a fixed point.
b.	Village wise Land use, Source wise agricultural census data of the villages falling in buffer zone for both Kharif and Rabi seasons. (as per annexure-II, III and IV).
c.	Collection of daily rainfall data of nearest rain gauge station from the block for the last 10-15 years and its analysis. (as per annexure-V).
d.	Water demand - Competing users of the water source (utilisation details in the buffer area. as per annexure-VI).
e.	Discharge of the existing mines (minimum and maximum) in the buffer zone if any, and its utility for various purposes is also to be described (as per annexure-VII).
f.	Required water samples should be collected from surface and ground water in the buffer zone and water analysis can be done as per guidelines issued in this regards.
3.	Collecting any other information as required for obtaining NOC from the Competent Authority.
4.	Groundwater Balance and State Groundwater Development Demand and supply of water of the proposed project; Ground water recharge, Draft and water balance in the core and buffer areas; stage of ground water development and flow chart of water balance is to be prepared as per GEC-97 (Ground Water Estimation Committee-1997) methodology.

5.	Mining Impact on Water regime and remedial measures: Assessing the probable seepage in to mine-inflow, impact assessment of the proposed mine and remedial measures to be suggested. Impact of, mining on hydrology, diversion or truncation of existing stream/river courses that flow across the project area, impact on existing hydrological structures around the project.
6.	Preparation of Hydrogeological Report: Preparing hydrogeological report with figures, tables, and predicted impacts on water regime and remedial measures to the MSMC in hard and soft forms.
7.	Any other activities required in connection with the said work.
8.	Obtaining Statutory approval/NOC from Central Ground Water Board/Authority to carryout mining operations on behalf of MSMCL (as per Annexure - IX)

8.2 Documentation (both Hard Copy and Soft Copy):

8.2.1 Interim Hydro Geological Note (IHGN): Bidder shall prepare and submit two copies of IHGN to MSMC after establishing the base line hydrogeological data. This report has to include the topographic & drainage analysis, the locations of water level monitoring stations with at least one season records, demography, village-wise agricultural census data, rainfall data, selection of site for conducting the aquifer performance test etc. within three months after awarding the work.

8.2.2 Draft Hydro Geological Report (DHGR): Bidder shall prepare Draft Hydro Geological Report and submit two copies to MSMCL within a month after completion of Aquifer Performance Test for vetting purpose.

8.2.3 Final Hydro Geological Report (FHGR): Bidder shall attend and incorporate in FHGR all vetting comments given on the DHGR by MSMC and shall submit 2 copies of FHGR within one month of receipt of vetting comments. **Bidder shall also submit two soft copies of the FHGR in CDs.**

8.3 Draft Hydro Geological Report (DHGR): Bidder shall prepare DHGR submit two copies to MSMCL for vetting purpose. The DHGR shall comprise the following:

Executive summary: A brief details of the report:

Text: Introduction with project details and scope of work; Description of general topography and drainage analysis of the core zone and buffer zone; Geology; Meteorology and rainfall analysis; Land use with agricultural details; Hydrogeological regime of the area including aquifer geometry, surface and ground water potentiality, water levels and long term trends with hydrographs in the buffer area; Aquifer characteristics; Quality of surface and ground water; Ground water resources estimation and categorization of the area, Probable seepage of ground water in to shaft/mine workings; Mining impact on surface and ground water environment and remedial measures.

The text will make necessary references to various figures & tables to understand the content.

Figure - I - Location Map of the Block

Figure - II - Geomorphological features within 10 km. radius of the block
(RF 1:50000)

Figure - III - Drainage map with in10 km. radius of the block (RF 1:50000)

Figure - IV - Geological Plan (RF 1: 50000)

8.4 Details of scope of works

- (i) The Scope of Work shall include bringing in and/ or procurement and/ or deployment of Bidder's own equipment and personnel.
- (ii) Site preparation, supply, transportation to site, water arrangement, lighting, etc., shall be responsibility of the successful Bidder.
- (iii) The manpower deployment by the Bidder should be in conformity to the laws and regulations applicable in India. However, MSMCL will have no liability, whatsoever, with regard to the manpower provided by the selected Bidder within or, after the contractual period.
- (iv) Locations of APT wells shall be surveyed by the Bidder for their three dimensional co-ordinates.
- (v) All the necessary activities must be carried out by the successful tenderer at its own cost. Any kind of financial assistance, allowance, etc. shall not be provided by MSMCL.

8.5 MSMCL's scope of work

MSMCL shall provide Khasra Map, Surface Plan, DGPS Map of the required project/mine(s).

9.0 Minimum period of operation assured shall be 06 (six) months. The period shall be extended on mutual consent of both MSMCL and the successful tenderer.

10.0 Commencement of Work:

The successful tenderer shall commence the work within fifteen (15) days from placement of the order.

Failure to start the work within the specified period from the date of Letter of Award shall entail forfeiture / invoke of the Earnest Money Deposit/Security Deposit.

11.0 Statutory Provision:

- 11.1 The successful tenderer will ensure that the rules, regulations and/or disciplinary measures and/or safety procedure that may be enforced from time to time as per award and other statutes at the work site are strictly followed by them and the employees engaged by them or associated with them on the job. For any failure, they will be held fully responsible.
- 11.2 During execution of the job, the successful bidder will similarly be responsible for adhering fully and strictly to the rules, regulations and/or disciplinary measures and/or safety procedure that may be in force from time to time at the work site. The persons engaged/associated with them for this job have to follow the same. They will be held fully responsible for any breach thereof.
- 11.3 The successful tenderer will strictly abide by all laws (State/Central/Law enforcing authority) regarding Mines Act and Labour Wages, Rules & Regulations and orders made there under and the MSMCL Management will not, in any way, be involved therein or concerned therewith and shall not be liable to pay any compensation that may become payable due to their fault, negligence or failure to abide by the laws, rules & regulations directly or indirectly.

- 11.4 The successful tenderer is liable to abide any/all Rules and Laws in force in connection with the proposed work. MSMCL will not be responsible for any breach of Laws and Rules.
- 11.5 In case of failure to achieve targeted results/output, the MSMCL Management reserves the right to appoint separate agency for this job at its sole discretion to get the job done through other agency at risk and cost of the successful tenderer.
- 11.6 Any point found to have been left herein shall be finalized on mutual negotiation basis.
- 11.7 MSMCL reserves the right to cancel the tender/terminate the agreement without assigning any reason thereof for which no compensation will be paid MSMCL.

12.0 Termination of the Contract.

The contract shall remain valid for a period of 06 (six) months. MSMCL however, has the right to review the contract periodically and also to terminate the same on the basis of review of periodic performance of the successful bidder.

MSMCL shall have liberty to terminate the contract of the Agency without prior notice and without compensation whatsoever in the following events:-

- 12.1 If the execution of work be found unsatisfactory.
- 12.2 If the Agency is found involved in any action involving moral turpitude;
- 12.3 If the Agency's men are found involved in any action causing breach of peace of discipline at the locality/area causing local Law & Order Problem.
- 12.4 If he fails to comply with any of the terms and conditions that would be mutually agreed upon for the execution of the work.

13.0 Additional Termination Clauses:

13.1 Termination for Default :

MSMCL may without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful tenderer, terminate this contract in whole or in part:

- 13.1.1 If the successful tenderer(s) fails to complete all the works according to the Time stipulated in the Contract, or any extension thereof, granted by MSMCL as per terms and conditions of the Tender.
- 13.1.2 If the successful tenderer(s) fails to perform any obligation(s) under the Contract; or
- 13.1.3 If the successful tenderer(s) in either of the above circumstances does not rectify his failure within a period of 30 days or such longer period as MSMC may authorise in writing, after the receipt of the default notice from MSMCL.

13.2 Termination for Convenience:

MSMCL may, by written notice sent to the Contractor(s), terminate the Contract in whole at any time for its convenience. The notice of termination shall specify that termination is for MSMCL's convenience, the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective.

14.0 Time for completion of contract, extension thereof, defaults & compensation for delay

In the event of such termination of the contract, MSMCL shall be entitled to recover Liquidity Damager up to ten percent (10%) of the contract value and forfeit the security deposit.

15.0 Schedule of Payment of Bills:

The schedule of payment shall be as follows:

S. N.	Completion of Stages for claiming payment	%age of Quoted/ Contract Amount
1.	After completion of the objectives specified at Item Nos. I & II as mentioned in Clause 1.0 of Section-II of the Tender Document.	10 %
2.	After successful submission of online Application to obtain NOC from Competent Authority/C.G.W.B.	10 %
3.	Final approval i.e. after obtaining NOC from Central Ground Water Board/Authority.	80 %

16.0 Penalties

MSMCL reserves the right to deduct the penalties from any of the bills against the contracts being executed by the successful tenderer in MSMCL. The levy of penalties shall not relieve the successful tenderer from any of their obligations and liabilities as per the contract. The recovery of penalties, under the contract are as follows:

16.1 Penalties in case of termination for not commencing work or termination of the contract:

16.1.1 In case of termination of contract for not commencing the work as per the provisions of this NIT, security deposit shall be forfeited.

16.1.2 In case of the bidder, to whom LOI / firm order is issued and contract is terminated for not commencing the work as per the provisions of this NIT, an amount equivalent to the security deposit can be deducted from the running bills payable to the successful tenderer by MSMCL against any other contract(s) also.

16.1.3 In addition to the above penalty the Security Deposit, shall be forfeited.

16.1.4 In case, the amount available against the running bills of contract is not sufficient to recover the penalties, the balance amount due to MSMCL shall be recovered from the successful bidder including from running bills of other works if any.

17.0 General:

17.1 Any point found to have been left herein shall be finalized on mutual negotiation basis.

17.2 MSMCL reserves the right to cancel the tender/terminate the agreement without assigning any reason thereof for which no compensation will be paid MSMCL.

17.3 Tenderer(s) shall be for collection of information required to obtain final NOC from.

17.4 He shall attend all scrutiny comments communicated by the Competent Authority in this regards.

17.5 Reports/documents/information available in MSMCL office shall be provided to the tenderer for reference only.

17.6 MSMCL will not pay any expenses of lodging, boarding and travelling, etc.

17.7 Future government rules in this regards shall be applicable to bidder.

18.0 FORCE MAJEURE CONDITIONS:

The following shall be treated as force majeure conditions for general understanding:

- 18.1 Strikes, lockouts, law & order problem, hostilities, acts of public enemy.
- 18.2 Natural calamities, flood, earth quakes, civil commotions, sabotage.
- 18.3 War, fire, explosions, epidemics, sanctions / embargoes etc.,
- 18.4 Coal transport belt snap & road blockages affecting transportation etc.

The force majeure conditions shall be considered subject to documentary evidence. The force majeure conditions shall be recorded in a "site register" maintained by Project authorities at the beginning and at the end of such force majeure conditions and signed by the successful tenderer and project authorities.

19.0 OTHER TERMS:

- 19.1 Income Tax deduction shall be regulated as per IT Act section 194-C / relevant section and as per rules announced by Government Authorities, from time to time.
- 19.2 The successful tenderer should not engage workmen below 18 years of age.
- 19.8 The successful tenderer should not assign or subcontract the work / any of the works.
- 19.3 The successful tenderer should not be entitled to interest upon any payment due and payable by MSMCL.
- 19.4 The successful bidder shall follow rules, if any, imposed by Local/State/Central authorities.
- 19.5 The terms and conditions, if any, that shall be stipulated from time to time by Government authorities concerned, shall be binding on the successful bidder.

20.0 ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be NAGPUR.

21.0 JURISDICTION:

The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts in NAGPUR shall have exclusive jurisdiction over matters relating thereto.

22.0 Tenderer may download the Tender document from the website and submit the non-refundable application fee as per details given in Clause 3.10 Section-II (TENDER DOCUMENT)

23.0 MSMC shall not be responsible for the post / courier service delays and any requisition letters received after due date & time, requests for extension of date etc. shall not be entertained

24.0 The Tenderers shall fulfill all the requirements stipulated in this NIT. The Tender documents submitted with any deviation to the NIT and or with conditions shall be liable for summary rejection and no correspondence / dispute on this account shall be entertained by MSMCL.

25.0 Online application for obtaining NOC is required to be submitted on or before dated: 30/06/2018.

Covering Letter

(To be printed on Official Letter Head of Bidder)

Date: _____

To,
Managing Director,
Maharashtra State Mining Corporation Ltd.,
Khanikarm Bhawan, Plot No.7, Ajni Square, Nagpur.

Respected Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, I/we, the undersigned, offer to **carry out Hydrogeological studies and prepare its report in respect of the following mines, as required for, and getting NOC from Central Ground Water Board/Authority in respect of Khursipar Iron Ore Mine (Manual Mine) having leasehold area of 4.37 Ha. located at Village: Khursipar, Tahsil: Amgaon, District: Gondia.**

I/We undertake, if our tender is accepted, I/we will complete the said work in accordance with the validity period as mentioned in tender documents. I/We will also submit the specified security deposit. I/We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. All the terms and conditions of the tender document(s) shall constitute a binding contract between us without considering a deviation as indicated in the tender. I/We further understand that you have the rights to accept or reject all or any bid and you are not bound to accept the lowest or any tender you may receive.

Signature with Date _____

In the capacity of _____

Name of Authorized Signatory _____

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

Seal of the Bidder

PROFORMA

AFFIDAVIT

(To be submitted by the tenderer)
(To be executed on Non Judicial Stamp paper of Rs. 100/-)

I, working as of
M/s registered under
and having its registered office at
..... here by solemnly declare and state as under:

- i) I am authorized to make this affidavit on behalf of M/s.....
we, M/s intend to submit our offer
to the Maharashtra State Mining Corporation Limited (MSMCL) for undertaking
the work of Hydrogeological studies of opencast mines as per Scope of Work,
given in the Tender No. : MSMC/GEO//DFM/2018/01.
- ii) We have read the terms and conditions of tender document of the above said work
and under stood the same in their perspective.
- iii) In compliance with the Clause No. 3.1 of Section–II of the Tender Document, we
are submitting this affidavit.
- iv) In case the MSMCL awards the aforesaid work to me/us, I hereby confirm that I
shall deploy or engage only my supervisors ,work persons in the plant who are
my regular employees to execute the aforesaid work of the MSMCL.
- v) I also here by confirm that I shall not deploy or engage any contract workmen for
executing the regular work of the MSMCL.
- vi) I also agree to comply with the applicable laws for executing the work awarded to
me.

For and on behalf of the

DEPONENT

Solemnly affirmed before me this day

Checklist for Technical Bid**'TECHNICAL BID'**

Tender No.: MSMC/GEO/2016/06

S.N.	Particulars of attached documents	Specify (Yes/No)
1.	Covering letter of the Bidder as per Annexure-A.	
2.	Power of Attorney as per Annexure-B	
3.	Proof of Payment of the Cost of Tender (DD of Rs. 2,000/-).	
4.	Demand Draft of EMD amounting Rs. 20,000/-	
5.	Attested copies of Technical Qualifications and experiences.	
6.	At least two completion certificates of similar works/projects.	
7.	Copies of last three years Income Tax Returns OR/AND Audited Financial Statement of Last three financial years	
8.	PAN Card of Individual/Firm/JV Company	
9.	Any other documents (specify as follows):	

From,

Signature with Date

In the capacity of

Name of Authorized Signatory

Duly authorized to sign this bid for and on behalf of

Seal of the Bidder

'PRICE BID'**Tender No.: MSMC/GEO/KIOM/2018/02**

(In sealed cover to be enclosed in Cover-C)

(on the letter head of the tenderer)

To,

The Managing Director,
M. S. M. C. Ltd.,
Khanikarm Bhawan, Plot No. 7,
Ajni Square, Wardha Road,
NAGPUR – 440 015 (M.S.).

Subject : Carrying out Hydrogeological Study, preparing report and obtaining 'NOC' from Central Ground Water Board/Authority in respect of Khursipar Iron Ore Mine (Manual Mine) having leasehold area of 4.37 Ha. located at Village: Khursipar, Tahsil: Amgaon, District: Gondia.

Reference : Tender No.: MSMC/GEO/KIOM/2018/02.

Dear Sir,

I/We herewith submit my/our BID in response and in full compliance to the captioned tender to **carry out Hydrogeological studies and prepare its report in respect of the following mines, as required for, and getting NOC from Central Ground Water Board/Authority' in respect of Khursipar Iron Ore Mine (Manual Mine) having leasehold area of 4.37 Ha. located at Village: Khursipar, Tahsil: Amgaon, District: Gondia.** The work would be inclusive of the following objectives:

Item-I	Generation of baseline data, Establishing a network of observation wells, conducting aquifer performance test.
Item-II	To carry out Hydrogeological studies viz. general topography, drainage analysis, Geology, Meteorology & rainfall analysis, aquifer geometry; surface and ground water potentiality, Aquifer characteristics, Quality of water; Ground water resources estimation and categorization, seepage of ground water in mine workings; Mining impact on surface and ground water environment and remedial measures and preparation of final hydrogeological report.
Item-III	Obtaining ' statutory approval/NOC ' from Central Ground Water Board/Authority for carryout mining operations
Item-IV	All the relevant activities as required for Items mentioned above.

..... 2

My/Our “Price Bid” for the Tender is as follows:

S. N.	Name of Mines	Quoted Rates (INR)	
		(Rs.) In Figures	(Rs.) In words
1.	Khursipar Iron Ore Mine (Manual Mine) having leasehold area of 4.37 Ha. located at Village: Khursipar, Tahsil: Amgaon, District: Gondia		
2.	Applicable Service Tax		
3.	Total Amount		

Signature with Date _____

In the capacity of _____

Name of Authorized Signatory _____

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

Seal of the Bidder

Note:-

- Rates to be quoted both in words and numbers. No over-writing will be allowed.
- All prices shall be quoted in INR and the payment shall also be done in INR only.
- **Decimals are not allowed.**
- The quoted rates are firm for the entire contract period including extended period, if any.
- Payment shall be made as per the schedule of payment.

PRO-FORMA FOR PERSONAL DETAILS



1. Name of the Company :

2. Address

Permanent :

.....

.....

Corresponding :

.....

.....

3. Name of Authorized representative :

4. Contact Details

Telephone. :

Cell :

E-mail :

Fax :

Signature of the representative

PHREATIC SURFACE IN THE BUFFER ZONE AREA

Well No.	Name of Village	Location	Owner's Name	Use of Well	Dimensions (m)	Total Depth (m)	Geology	Measuring Point (m)	Season /Year	Depth to water (m)	Nearest Mine & dist. (km)
1.	ABC	Land mark and Latitude, Longitudes and surface level (m above mean sea level)	XYZ	Domestic/ Agriculture					Winter		
									Pre-monsoon		
									Monsoon		
									Winter		
									Pre-monsoon		
									Monsoon		
									Winter		
									Pre-monsoon		
									Monsoon		

LAND USE DETAILS OF BUFFER ZONE AREA

Sl. No.	Mandal/ Village Name	Geographical Area	Forest	Barren and Uncultivable Land	Land put to non agricultural uses	Culturable Waste	Permanent pastures and other grazing lands	Misc. tree Crops and Groves not included in NAS	Other fallow lands	Fish Ponds	Net area sown for the year
1.											
2.											
3.											
	Total in Acres/Hectares										

ANNEXURE – III

CROP WISE, VILLAGE WISE AND SOURCE WISE, AGRICULTURE DETAILS FOR KHARIF SEASON

Sl. No.	Mandal/ Village Name	Surface Water		Total Surface water crops	Ground Water		Total Ground Water crops	Un-irrigated Crops		Total Un irrigated crops	Total Irrigated (5 + 10)	Total Cultivated (Irrigated + Un-irrigated (11 + 12))
		Crop A	Crop X		Crop A	Crop X		Crop A	Crop X			
1.	ABC											
2.	PQR											
3.	XYZ											
	Total in Acres/Hectares											

ANNEXURE – IV

CROP WISE, VILLAGE WISE AND SOURCE WISE, AGRICULTURE DETAILS FOR RABI SEASON

Sl. No.	Mandal/ Village Name	Surface Water		Total Surface water crops	Ground Water		Total Ground Water crops	Un-irrigated Crops		Total Un irrigated crops	Total Irrigated (5 + 10)	Total Cultivated (Irrigated + Un-irrigated (11 + 12))
		Crop A	Crop X		Crop A	Crop X		Crop A	Crop X			
1.	ABC											
2.	PQR											
3.	XYZ											
	Total in Acres/Hectares											

MONTHLY RAINFALL DATA FORMAT

Station : ABC	(Rainfall in millimeters)												
Year	JAN	FEB	MAR	APR	MAY	JUN	LUY	AUG	SEP	OCT	NOV	DEC	Total
2008													
2009													
2010													
2011													
2012													
2013													
2014													
2015													
2016													
2017													
Mean													

Station : XYZ	(Rainfall in millimeters)												
Year	JAN	FEB	MAR	APR	MAY	JUN	LUY	AUG	SEP	OCT	NOV	DEC	Total
2008													
2009													
2010													
2011													
2012													
2013													
2014													
2015													
2016													
2017													
Mean													

ANNEXURE – VI

WATER DEMAND-COMPETING USERS OF THE WATER SOURCE

Sl. No.	Usage	Present Consumption (m ³ /day)		Additional proposed as per local plan (m ³ /day)		Total (m ³ /day)	
		Surface	Ground	Surface	Ground	Surface	Ground
1.	Domestic						
2.	Irrigation						
3.	Industry						
4.	Mining						
5.	Other (Specify)						
	Total						

ANNEXURE – VII

MINE WISE PUMPING AND UTILIZATION DETAILS WITHN BUFFER ZONE

Sl. No.	Name of the Mine	Total Quantity of water (m ³ /day)				
		Pumped per day	Mine Requirement	Domestic Use	For Plantation	Let out into the streams
1.						
2.						
3.						
4.						
5.						
	Total					

PROGRESS CHART

Elements		1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	Month	Month	Month
Establishing base Line Data	Target									
	Actual									
Establishing observation wells and monitoring water levels	Target									
	Actual									
Interim Hydro-Geological Note(IHGN)	Target									
	Actual									
Construction of APT well field	Target									
	Actual									
Conducting APT	Target									
	Actual									
Draft Hydro-Geological Report (DHGR)	Target									
	Actual									
Final Hydro-Geological Report (FHGR)	Target									
	Actual									

CENTRAL GROUND WATER AUTHORITY

(Constituted under section 3 (3) of the Environment (Protection) Act, 1986)

APPLICATION FOR PERMISSION TO DEWATER GROUNDWATER FOR MINING INDUSTRY

1.	General Information	
2.	Name of the Mine/project	
3.	Location details: (attach site plan, approved mining plan, toposketch of the surroundings 10 km radius out side)	
	Village/Town :	
	Block/Mandal :	
	Tehsil/Taluka :	
	District :	
	State :	
4.	Communication address: i. Complete Postal Address: ii. Phone / Mobile No. iii. Email Address: iv. FAX No.	
5.	Salient features of the activity:	
6.	Land use details of the surroundings (km 10 radius outside)	
7.	Land use details of the project area:	
	Total land area: (sq. m)	
	Rooftop area of buildings/sheds: (sq. m)	
	Road/paved area: (sq. m)	
	Green belt area: (sq. m)	
	Open land: (sq. m)	
	Ownership of the land: (Enclose documents of ownership/lease)	
8.	Topography of the area:	
	(a) Regional	
	(b) Project area	
9.	Drainage in the area(River/Nalah, etc.):	
	(a) Regional	
	(b) Project area	
10.	Source of availability of surface water- (furnish details)	
11.	Average Annual rainfall in the area :	mm
12.	Townships/villages within 10 km radius of the project	

13.	Whether the groundwater table will be intersected by the activity-if so	
	(a) At what depth (m bgl)	
	Minimum	
	Maximum	
	(b) Maximum depth proposed to dewater (m bgl)	
	(c) Groundwater flow direction (attach map)	
	(d) Any other information	
14.	Total Water Requirement for various purposes to be mentioned – use-wise	mm
15.	Quantum of ground water proposed to be pumped out from mine	m ³ /day m ³ /year
	a) Type of structure (TW/BW/DW/DCB/etc.)	
	b) Dimension of Structure	
	c) Number of pumps proposed to be installed	
	d) HP of the pumps	
	e) Operational hours/day	
	f) Operational days/year	
16.	Proposed utilization of pumped water (please attach details)	
	a) Water Supply	
	b) Agriculture	
	c) Green belt development	
	d) Settlement of dust	
	e) Recharge	
	f) Any other item: 1. 2. 3. 4.	
17.	Monitoring of groundwater regime (attach map and details)	
	a) Location details of the wells/piezometers (Latitude, Longitude, Reduced Level)	
	b) Agriculture	
	c) Attach details of GW Level of observation wells/ Piezometers (at least for one year)	
	d) Number of wells / Piezometers proposed to monitor	
	e) Number of Piezometers proposed to construct in the surroundings.	
	f) General quality of GW in the area & surroundings (attach reports)	
	g) Any other item	

18.	Whether it is proposed to pump/pumping groundwater outside the mine pit for domestic or other uses (if so; give details): Details of existing and /or proposed groundwater abstraction structures:		
	Particulars	Existing Structure	Proposed Structure
	Number of structure		
	Type of Structure (dug well, tube well, bore well, dug cum bore well)		
	Year of construction		
	Depth (meter)		
	Diameter (mm)		
	Depth to water level (meters below ground level)		
	Discharge (m ³ /hour)		
	Operational hours/day		
	Operational days/year		
	Mode of lift and Horse Power of pump		
	Whether fitted with water meter or not		
	Whether permission /registered with CGWA, if so details thereof:		
19.	Ground water availability report (Please enclose a comprehensive report/note on groundwater condition and ground water quality in and around 5 km of the area)		
20.	Details of rainwater harvesting and artificial recharge measures for groundwater recharge in the area. If the firm has proposed to take up rainwater harvesting and recharge outside the premises, then provide NOC from the concern authority/agency where the harvesting measures are proposed, if already implemented, details may be furnished. Attach report on comprehensive and feasible Rainwater Harvesting/recharge proposal).		
21.	Attach copy of referral letter seeking NOC from CGWA from authorized Central/State agencies.		
22.	Have you applied earlier for the same purpose with CGWA/SGWA, if so, give details thereof with status.		

UNDERTAKING

It is to certify that the details and information furnished above are true to the best of my knowledge and belief and I am aware that if any part of the data/information submitted is found to be false or misleading at any stage the application will be rejected out rightly.

Name and signature of the applicant
(With official seal)