



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

3RD CALL

TENDER DOCUMENT

FOR

Preparation of **Mining Plan / Scheme of Mine**
and getting final approval from Indian Bureau of Mines,
in respect of Dongargaon Fluorite Mine,
having leasehold Area: 31.22 Ha, situated at
Village: Dongargaon, Taluka: Warora,
District: Chandrapur, Maharashtra.

Cost of Tender Document : INR 1,000/-

TENDER NO.: MSMC/SOM/DFM/2018/01



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

3RD CALL : TENDER NOTICE

Managing Director, Maharashtra State Mining Corporation Ltd. Nagpur invites Sealed Tenders for 'Preparation of **Mining Plan/Scheme of Mine** and getting final approval from Indian Bureau of Mines, in respect of Dongargaon Fluorite Mine, having leasehold Area: 31.22 Ha, situated at Village: Dongargaon, Taluka: Warora, District: Chandrapur, Maharashtra'.

The Tender document is available on official website of MSMC i.e. on www.msmc.gov.in w.e.f. Dated: **13.11.2018** at 11.00AM onwards. The details are as follows:

Tender Notice No.	MSMC/SOM/DFM/2018/01
Cost of Tender document	Rs. 1,000/- (INR. One 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 .

:: 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 13.11.2018 at 11.00 AM
Tender Document Download from www.msmc.gov.in	13.11.2018 ; 11.00 AM onwards.
Last Date and Time of Submission of Demand Draft for Tender document Fees and for EMD	20.11.2018 upto 5.00 PM at MSMCL's Head Office 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)	22.11.2018, 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.

1. INTRODUCTION:

- 1.1 Sealed tenders are invited for 'Preparation of **Mining Plan/Scheme of Mine** and getting final approval from Indian Bureau of Mines, in respect of Dongargaon Fluorite Mine, having leasehold Area: 31.22 Ha, situated at Village: Dongargaon, Taluka.: Warora, District: Chandrapur, Maharashtra'.

2. PURCHASE AND/OR DOWNLOADING OF TENDER FORM:

- 2.1 The tender document is uploaded/released on official website of MSMCL www.msmc.gov.in. The same may be downloaded from the website.

3. ELIGIBILITY CRITERIA OF TENDERER/BIDDER:

- 3.1 Person having valid RQP Certificate.
- 3.2 Person having qualification and experience of preparation of Mining Plan / Scheme of Mine as per the provisos of Mineral Concession Rules, 2016.
- 3.3 Person having experience of preparation and getting approval of at least three Mining Plan / Scheme of Mine. The tenderer must submit the copies of Work Order for the similar works executed along with the copies of Completion Certificate.

4. EARNEST MONEY DEPOSIT (EMD):

- 4.1 Bidder is required to submit and EMD amounting Rs. 20,000/- in the form of Demand Draft prepared from any Nationalised Bank and drawn in favour of '*Maharashtra State Mining Corporation Limited*' payable at Nagpur. The EMD will be refunded to the unsuccessful Bidder/Tenderer without any interest. Name of RQP and Tender No. must be written on the back side of the Demand Draft.

5. SECURITY DEPOSIT:

- 5.1 The Successful bidder shall submit the Security Deposit amounting 10% of the total contract value within 7 days after signing the agreement, in the form of Demand Draft in favour of 'Maharashtra State Mining Corporation Limited' payable at Nagpur.
- 5.2 The Security Deposit shall remain at the disposal of MSMC as security till the satisfactory execution and completion of the work in accordance with the provisions of the tender.
- 5.3 Security Deposit shall be returned to the contractor after three months from successful completion of work. It shall bear no interest.
- 5.4 Amount of Security Deposit may be extended, if work is delayed.

5.5 Without prejudice to its right of indemnity for all statutory and financial liabilities, MSMC reserves the right to forfeit in full or in part of the Security Deposit, in the event of non-performance/non-compliance with any provisions of the tender/agreement by the contractor, other than force majeure reasons.

6. SUBMISSION OF BIDS:

6.1 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. 1,000/-** (Indian Rupees One 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 Bank in favour of **‘Maharashtra State Mining Corporation Ltd.’ payable at Nagpur.**

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

Cover – C Containing **only PRICE BID** as per **Annexure III** along with covering letter (**in the proforma enclosed as Annexure-I**).

6.2 Process of Submission of Tenders:

6.2.1 Cover – A:

Must contain two separate demand drafts for Tender Fee and Earnest Money Deposit. Tenders without DDs for tender cost and E.M.D will be summarily rejected.

6.2.2 Cover – B:

Technical Bid must contain the documents as per **Annexure-II**. Cover-B must be superscripted as :

‘TECHNICAL BID’

Tender No.: ‘MSMC/SOM/DFM/2018/01’

6.2.3 Cover – C:

Price Bid must be submitted as per **Annexure – III**.

Cover-C must be superscripted as :

‘PRICE BID’

Tender No.: MSMC/SOM/DFM/2018/01

6.3 All the documents required to be submitted along with the tender documents needs to be signed by the authorized signatory/tenderer.

6.4 A single envelope must contain all the three envelopes viz. Cover-A, Cover-B & Cover-C.

6.5 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.).

6.6 **Offers received after 5.00 PM** of the stipulated closing date (i.e., **20.11.2018**) of the tender, **WILL NOT BE CONSIDERED.**

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

7. AMENDMENT OF TENDER DOCUMENT:

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

8. OFFER VALIDITY:

8.1 Six months from the date of opening of Financial Bid.

9. CONTRACT PERIOD:

9.1 Six months from the date of issuing Work Order.

10. ESSENCE:

10.1 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.

11. GENERAL CONDITIONS:

11.1 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. 1,000/-** (Indian Rupees One 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.

11.2 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.

11.3 The successful tenderer, is expected to complete the envisaged work, no later than six months period.

- 11.4 The successful Tenderer(s) will have to enter into an Agreement with MSMCL in accordance with various conditions stipulated in this Tender.
- 11.5 The Managing Director reserves the right to accept or reject any or all offer(s) without assigning any reasons thereof.
- 11.6 The Bid submitted must remain valid for a period of Six months from the Bid opening date.
- 11.7 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.
- 11.8 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.

12. OPENING OF TENDER:

- 12.1 Tender shall be opened on the date and time specified in the tender document. Bidder or its authorized representative is encouraged to be present at the time of opening of tender.
- 12.2 **Technical Bid:** It will be opened to verify its contents as per requirements on the date specified in Tender Notice in presence of bidder/s or their authorized representative. Decision of the Tender Opening authority shall be final in this regard.
- 12.3 **Price Bid:** Technical Bid shall be evaluated and the date of opening of 'Price Bid' shall be intimated to the eligible Tenderers. Prize Bids of technically qualified tenderer shall only be opened.

13. EVALUATION OF TENDERS:

- 13.1 After opening of Technical Bid on the scheduled date and time, tender opening committee shall examine the contents of the tender received along with all prescribed mandatory document(s).
- 13.2 The tender opening committee shall scrutinize the document(s) mentioned above for its eligibility, validity, applicability, compliance and substantiation stipulated in tender document.
- 13.3 The technical scrutiny shall be on the basis of submitted substantiation document(s).
- 13.4 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.
- 13.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as eligible.

14. AWARD OF CONTRACT:

- 14.1 MSMC will award the work to the successful bidder whose tender shall be determined to be substantially responsive and determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the work satisfactorily.
- 14.2 Bidder quoting the lowest offer will be informed about the intention of award by sending an acceptance letter and shall have to sign an agreement with MSMC and shall submit the Security Deposit of 10% of the total contract value within 7 days after signing of contract.
- 14.3 After completion of above stages, MSMC shall release the Work Order.
- 14.4 MSMC reserves the rights to cancel or revise any or all of the tender or part of tender without giving any reason thereto with no cost to MSMC.

15. PERIOD OF CONTRACT & LIQUIDITY DAMAGE:

- 15.1 Contract to be completed within six months from the date of issuance of the Work Order.
- 15.2 Contractor/RQP must have to submit draft copy of Mining Plan/Scheme of Mine within 60 days from the date of issuance of Work Order.
- 15.3 Final approval from the Competent Authority must be obtained within 6 (six) months from the date of issuance of Work Order.
- 15.4 In case of delay in getting approval from the competent authority due to the failure of RQP, a liquidity Damage (L.D.) may be levied at the rate of Rs. 500/- per week for the delayed period.

16. FAILURE OF TENDERER:

- 16.1 If the tenderer fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him, if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, The tenderer shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the corporation may sustain on account of such alternate arrangement at the risk and cost of the tenderer.
- 16.2 In the event of extension, liquidated damages, will be applicable.
- 16.3 In addition to action above, the corporation may propose the defaulting firm for blacklisting from future tenders.

17. SCHEDULE OF PAYMENT OF BILLS:

S. N.	Stages of Work	%age of Amount
1.	On successful submission of submission of draft of Mine Plan/Scheme of Mine to the approving authority	10% of Contract Value
2.	After submission final copy of Mine Plan/Scheme of Mine to the approving authority	20% of Contract Value
3.	After getting final approval of Mine Plan/Scheme of Mine from the Competent Authority and submitting the approval letter of Mine Plan/Scheme of Mine along with its hard & soft copy to the office of MSMC Ltd.	70% of Contract Value

18. SPECIFIC TERMS & CONDITIONS:

- 18.1 The Contractor/RQP shall be liable for preparation of Mining Plan/Scheme of Mine as per prescribed format of IBM, Ministry of Mines together with Plans & sections.
- 18.2 He shall also bear the cost of submission fee required to be paid to the competent authority.
- 18.3 He shall be liable for collection of information required for incorporation in Mining Plan/Scheme of Mine as per guidelines/ Circulars issue by IBM.
- 18.4 He shall carryout mine survey and prepare surface/geological plans on scale as per rules.
- 18.5 He shall estimate reserves as per UNFC guidelines to incorporate in document.
- 18.6 He shall discuss in detail with MSMC, the five year future proposals and mitigating measures which have financial bearings to be incorporated in Mining Plan. He shall include those proposals/ measures finalized by the MSMC.
- 18.7 Before submitting the draft copy to the Competent Authority, he shall submit soft copy to MSMC for further necessary corrections and verifications.
- 18.8 He shall accompany the inspecting officer of IBM during inspection and to answer satisfactorily any query raised by him.
- 18.9 He shall be made available for technical discussions with the IBM officials, inspecting officer as and when required.
- 18.10 He shall attend all scrutiny comments communicated by the IBM, satisfactorily.
- 18.11 The final approval of Mining Plan/Scheme of Mine w. r. t. **Dongargaon Fluorite Mine**, Area: 31.22 Ha At: Dongargaon, Taluka: Warora, District: Chandrapur, Maharashtra is required to be completed within six months from the date of issuance of work order.
- 18.12 Reports/documents/information available in MSMC office will be provided to him for reference.
- 18.13 During inspection of mine or discussion with IBM Officials, any deviation, violation of rules observed, he shall immediately inform to MSMC in writing for corrective measures.

- 18.14 Due to technical delays, time extension will be decided by committee on the final approval from Hon'ble Managing Director, M. S. M. C. Ltd.
- 18.15 **DELETED.**
- 18.16 At the time of allotment of the job, RQP should provide the list of required documents from MSMC for preparation of Mining Plan/Scheme of Mine.
- 18.17 **All maps and sections must be digitized in AutoCAD and .jpg formats.**
- 18.18 The Corporation reserves the right of accepting the tender either in whole or part, and the tenderer shall be bound to execute the same at his quoted rates.
- 18.19 MSMC will not pay any expenses of lodging, boarding and travelling.
- 18.20 MSMC will return the security deposit without any interests, after three month from the date of completion of work/contract period.
- 18.21 Qualified bidder will have to sign the agreement with MSMC.
- 18.22 Future government rules will be applicable to bidder.
- 18.23 Conditional tender shall be summarily rejected.

19. RESOLUTION OF DISPUTE:

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

20. GOVERNING LANGUAGE:

- 20.1 English language version of the contract shall govern its interpretation.

21. APPLICABLE LAWS:

- 21.1 The tender shall be governed with the law prevailing in India, Acts, Rules, Amendments, Notifications, Circulars, Orders, etc. made thereon from time to time.

22. INDEMNIFICATION:

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

23. JURISDICTION:

23.1 All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Nagpur only.

24. SAVING CLAUSE:

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

25. CONFIDENTIALITY:

25.1 Information relating to the examination, clarification, evaluation and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made. Any effort by the bidder to influence the purchaser in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders bids.

26. FORCE MAJEURE CLAUSE:

26.1 If in the event, the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the event, such as arrest(s) by Government or people, blockade(s), revolution(s), insurrection(s), mobilization(s), strict(s), block-out(s), civil commotion(s), accident(s), Government order(s) or statutory action(s), natural calamity(ies), act(s) of God, or any cause of whatever nature or description beyond the control of the corporation (MSMC), then the agency shall have no claim whatsoever, against the corporation for any loss, damage cause to the agency by such reasons.

26.2 On the occurrence of any of the force majeure condition, the concern party shall notify the corporation in writing of such occurrence within 10 days of occurrence stating therein the date of occurrence of force majeure disability by registered letter duly certified by the statutory authority(ies).

26.3 The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the corporation shall be the sole judge.

26.4 In the event of delay lasting over one month, if arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Corporation nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure conditions did actually exist.

27. CORRUPT OR FRAUDULENT PRACTICES:

- 27.1 MSMC as well as bidder shall observe the highest standard of ethics during the execution of such contract.
- 27.2 ‘Corrupt Practice’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Tender Process or in contract execution; and
- 27.3 ‘Fraudulent Practice’ means a misrepresentation or omission of facts in order to influence the tender process or the execution of a contract to the detriment of corporation and includes collusive practice among bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the corporation of the benefits of free and open competition.
- 27.4 ‘Collusive Practice’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish tender prices at artificial & non-competitive levels and
- 27.5 ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the sale process or effect the execution of the contract.
- 27.6 MSMC shall reject a tender for award, if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practice in competing for the contract in question.
- 27.7 MSMC will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if, it at any time determines that they would have directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract.

Covering Letter
(To be printed on Official Letter Head of the Bidder)

Annexure-I

To,
Managing Director,
Maharashtra State Mining Corporation Ltd.,
Nagpur.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, I/we, the undersigned, offer to prepare the Mining Plan/Scheme of Mine for the period of 2019-20 to 2023-24 and getting final approval from and getting final approval from Indian Bureau of Mines, in respect of **Dongargaon Fluorite Mine**, Area: 31.22 Ha Village: Dongargaon, Taluka: Warora, District: Chandrapur, Maharashtra. I/We undertake, if my/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 me/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.

Signed: _____

Date: _____

In the capacity of _____

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

Signature of the Bidder

COVER – B:

Technical bid must contain only the following documents with superscripted as :

‘TECHNICAL BID

Tender No.: MSMC/SOM/DFM/2018/01

1. Complete signed Tender Document
2. Covering letter of the Bidder as per Annexure-1.
3. Photocopy of RQP Certificate.
4. At least three Work Order & completion certificates of Mine Plan/Scheme of Mine.
5. PAN Card

From,

Name and Address of the Bidder

COVER – C:

Price bid must be submitted in the following format only.

Tender No.: MSMC/SOM/DFM/2018/01
PRICE BID

Name of Tenderer/RQP :

Registration No. and Validity :

Registered address :

Contact No. :

Email ID :

Particular	Quoted Rates (Rs.)	
	In Figures (Rs.)	In Figures (Rs.)
Preparation of Mining Plan / Scheme of Mine for the period of 2019-20 to 2023-24 and getting final approval from Indian Bureau of Mines, of <u>Dongargaon Fluorite Mine</u> , Area: 31.22 Ha At: Dongargaon, Tal.: Warora, Distt.: Chandrapur, Maharashtra.		
Service Tax (if applicable)		
Any other Tax/Cess (if applicable)		
Total Amount		

Signature of Tenderer with Date