

Tender No. : MSMCL/ENV-MON/2019/02



TENDER DOCUMENT

FOR

“Carrying out Environmental Monitoring Works and preparation of Environmental Monitoring Works Report as per guidelines of MPCB/MoEFCC, Govt. of India under Environment Protection Act, 1986 in respect of Dongargaon Fluorite Mine (Manual Opencast Mine) having leasehold area of 31.22 Ha located at Village: Dongargaon, Tahsil: Warora, District: Chandrapur (M. S.)”

:: FROM ::

MAHARASHTRA STATE MINING CORPORATION LIMITED

(A Government of Maharashtra undertaking)

Khanikarm Bhawan, Plot No. 7, Ajni Square,

Wardha Road, NAGPUR – 440 015 (M.S.).



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

Sealed tenders (Two-Bid System) in prescribed format are invited from reputed Agencies having MoEFCC accreditation & expertise in carrying out Environmental Monitoring Works & preparation of Environmental Monitoring Works Report as per guidelines of Maharashtra Pollution Control Board (MPCB)/MoEFCC, Govt. of India under Environment Protection Act, 1986 in respect of Dongargaon Fluorite Mine (Manual Opencast Mine) having leasehold are of 31.22 Ha located at Village: Dongargaon, Tahsil: Warora, District: Chandrapur (M.S.). The Tender document is available on official website of MSMC i.e. on www.msmc.gov.in w.e.f. dated: **11.05.2019** at 11.00 AM onwards. The details are as follows:

NOTICE DETAILS

Tender Notice No.	MSMCL/ENV-MON/2019/02
Cost of tender document	Rs. 2,000/- only
E.M.D. Amount	Rs. 25,000 only.
Time and place of opening of Tender (Technical Bid & Commercial Bid)	12.00 Hours onwards at MSMCL's Head Office at Khanikarm Bhawan, Plot No. 7, Ajni Square, Wardha Road, NAGPUR - 440 015 (M. S.).
Tender shall remain valid till	Two years from the issuance of Work Order.
Environmental Monitoring Works & preparation of Environmental Monitoring Works Report	1. Monitoring of Ambient Air Quality
	2. Monitoring of Surface and Ground Water Quality
	3. Measurement of Ground water level
	4. Monitoring of Discharged Water
	5. Monitoring of Surface Run Off
	6. Monitoring of Noise and Peak Particle Velocity
	7. Monitoring of Soil and Stacks

:: TENDER SCHEDULE ::

Please Note: All bid related activities shall be governed by time schedule given as per Key dates mentioned below :

S.N.	Activities	Dates & Time
1.	Tender Release	11.05.2015 at 11.00 Hrs.
2.	Submission of Bid	11.05.2015 at 11.00 Hrs. to 01.06.2019 up to 17.30 Hrs.
3.	Technical Bid Opening	03.06.2019 at 12.00 Hrs.
4.	Commercial Bid Opening	Shall be informed through e-mail

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

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. “ACCEPTACNE AUTHORITY” shall mean the Managing Director of Maharashtra State Mining Corporation Ltd., or his authorized representative.
3. “AUTHORIZED REPRESENTATIVE” shall mean the Officers/Supervisors in direct charge of the work which shall be communicated to the Contractor in course of execution of the work from time to time.
4. “AGENCY” shall mean the person, firm or company who enters into contract with the Maharashtra State Mining Corporation Limited (MSMCL) and shall include their executors, administrators, successors and permitted assignees.
5. “CONTRACT” shall mean the agreement between the company and the contractor for execution of the works included therein, all documents such as invitation of tender instructions to tenderers, general condition of the contract, time schedules for completion of jobs, drawings, awarding he work etc.
6. “CONTRACTOR” shall mean the person or persons, firm or company whose tender has been accepted by the company and includes the contractor’s legal representative, his heirs, successors and assignees.
7. “CONTRACT DOCUMENT” shall mean collectively the tender documents designs, drawings, specifications and/or any other documents constituting the tender.
8. “EMPLOYER” shall mean the Managing Director, Maharashtra State Mining Corporation Limited (MSMCL), Nagpur.
9. “LETTER OF INTENT” shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
10. “MANAGING DIRECTOR” shall mean the Managing Director of MSMCL or his successors in office, as designated by the Company.
11. “MINE MANAGER” shall mean the official authorized to work as a Mine Manager of the mine, in terms of the Mines Act.
12. “MONTH” shall mean, English Calendar month.

13. “NOTICE IN WRITING OR WRITTEN NOTICE” shall mean a notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have received in the ordinary course of post by which it would have been delivered.
14. “OFFICE INCHARGE” shall mean the Mine Manager appointed by MSMCL or any other person authorized by such Mine Manager from time to time to act on its behalf.
15. “SITE” shall mean the lands and other places on, under, in or through which, the works are to be carried out and any other lands or places provided by the MSMCL for the purpose of contract.
16. “SPECIFICATIONS” shall mean all directions, written or verbal by the authorized representative of MSMCL various technical specifications, provisions and requirements attached to the contract.
17. “TENDER” shall mean the tender submitted by the tenderer for acceptance by Employer. The tender may also be called the bid and the tenderer as bidder.
18. “WORK/WORKS” shall mean the works to be executed, in accordance with the contract and shall include all extra or additional, altered or substituted works, as required, for the performance of the contract.
19. Words incorporating the singular only also include the plural and vice versa where the context requires.

For and on behalf of
Maharashtra State Mining Corporation Ltd.



MAHARASHTRA STATE MINING CORPORATION LTD.

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

Tel.No. 0712-2253204 to 2253207

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Email : info@msmc.gov.in

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TENDER

1. INTRODUCTION:

1.1 Sealed tenders are invited for 'Carrying out Environmental Monitoring works & preparation of Environmental Monitoring Works Report as per guidelines of MPCB/MoEFCC, Govt. of India under Environment Protection Act, 1986, in respect of Dongargaon Fluorite Mine (Manual Opencast Mine) having leasehold area of 31.22 Ha located at Village: Dongargaon, Tahsil: Warora, District: Chandrapur (M.S.)'.

2. PURCHASE AND/OR DOWNLOADING OF TENDER FORM:

- 2.1 The tender document is uploaded/released on official website of Maharashtra State Mining Corporation Limited (MSMCL) i.e. on www.msmc.gov.in.
- 2.2 The same may be downloaded from the website.

3. ELIGIBILITY CRITERIA OF TENDERER/BIDDER:

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the documentary evidences as per 'Annexure-II' along with the **Commercial Bid (Price Bid)**.

4. EARNEST MONEY DEPOSIT (EMD):

- 4.1 Bidder is required to submit an 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.
- 4.2 Tenders without Earnest Money Deposit and with partial Earnest Money will be summarily rejected.
- 4.3 Name of Tenderer and Tender No. must be written on the back side of the Demand Draft.
- 4.4 Earnest Money of successfully tenderers may be converted into Initial Security Deposit.
- 4.5 No interest is payable on Earnest Money.

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 MSMCL 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.
- 5.6 MSMCL shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Agency under the contract.

6. SUBMISSION OF BIDS:

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

Cover – A (1) Demand Draft worth **Rs. 2,000/-** (Indian Rupees Tw Thousand only) towards the cost of Tender documents with a covering letter.
(2) **Separate Demand Draft(s) of Rs. 25,000/-** (Indian Rupees Twenty Five 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.: ‘MSMCL/ENV-MON/2019/02’

6.2.3 Cover – C:

Price Bid must be submitted as per **Annexure – III**.
Cover-C must be superscripted as :

‘PRICE BID’

Tender No.: MSMCL/ENV-MON/2019/02

- 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 All the three envelopes (viz. Cover-A, Cover-B & Cover-C) should be put in a separate bigger size sealed cover. The name of Bidder, Tender No. and purpose of Tender must be boldly written on this bigger size sealed cover.
- 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 the closing date and time of the tender, WILL NOT BE CONSIDERED.**
- 6.7 M.S.M.C.L. will not be responsible for any postal delays.
- 6.8 The tenderer shall have to sign all the pages of tender documents as a token of acceptance of the terms and conditions stipulated in the tender.

7. SIGNING OF TENDER DOCUMENT:

The person signing the tender document should be duly authorized by the company and a copy of such authorization is to be attached along with the bid.

8. TENDER DOCUMENT SUBMITTED BY OTHER THAN INDIVIDUALS:

When the tender is not submitted in the name of an individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and shall be signed by a person or persons duly authorized by him by means of a legally valid document (or a duly certified copy of the same) which shall be attached with the tender. For illustration, in the event of a tender being submitted by a partnership firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney, which is to be produced with the tender and it must be disclosed that the firm is duly registered under Indian Partnership Act.

9. AMENDMENT OF TENDER DOCUMENT:

- 9.1 **MSMC may amend the tender document(s) by issuing addendum/corrigendum on official website.**
- 9.2 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.

10. OFFER VALIDITY:

- 10.1 Six months from the date of opening of Commercial Bid (Price Bid).

11. CONTRACT PERIOD:

- 11.1 The contract period will be from the date to be mentioned in the Letter of Intent (Work Order) upto two years and the rates quoted in the tender shall remain firm during the contract period.
- 11.2 MSMCL reserves the right to terminate the contract if the performance is not satisfactory. In case the contract period is required to be extended beyond the contract period, the same can be extended on mutual agreement depending upon the performance of the Agency and the period of extension may be done accordingly.

- 11.3 In case of delay in completion of work due to the failure of Contractor, a liquidity Damage (L.D.) may be levied at the rate of Rs. 500/- per week for the delayed period.

12. ESSENCE:

- 12.1 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.

13. SPECIFIC TERMS AND CONDITIONS:

- 13.1 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.
- 13.2 The Tenderers are required to furnish a separate Demand Draft amounting **Rs. 25,000/- (Rs. Twenty-Five Thousand only)** as an E.M.D., while submitting the sealed Tender Document.
- 13.3 The successful Tenderer(s) will have to enter into an Agreement with MSMCL in accordance with various conditions stipulated in this Tender.
- 13.4 The Managing Director reserves the right to accept or reject any or all offer(s) without assigning any reasons thereof.
- 13.5 The Bid submitted must remain valid for a period of Six months from the Bid opening date.
- 13.6 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.
- 13.7 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.
- 13.8 All the information, as called in this tender document shall be submitted in English only.
- 13.9 All the rates and amount shall be quoted in Indian Rupees (INR). The rates shall be written in figures as well as in words. In case of any discrepancy, the rates given in words shall be treated as the one quoted by the bidder.
- 13.10 The tenderer shall study all the tender documents very carefully. He should visit the site on any working day between 8.00 AM and 5.00 PM with prior appointment and satisfy himself as to the local conditions.
- 13.11 MSMC will not pay any expenses of lodging, boarding and travelling.
- 13.12 After opening of the tender, if a tenderer expresses his unwillingness/inability to accept the contract to the quoted rate and /or terms and conditions of the contract, then the earnest money of the tenderer will be forfeited and the tenderer will be black-listed.
- 13.13 If any statutory exemption is required to be obtained, the Agency shall obtain the same and produce necessary documents in support thereof before the management.

- 13.14 The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time with or without any notice or assigning reasons and the Agency has to abide by the same.
- 13.15 The management reserves the right not to allow any labour to work in case his activities are found to be detrimental to the interest of the 'Management' and the Agency shall be liable for any litigation arising therefrom.
- 13.16 The management reserves the absolute right to terminate the contract at any time without any notice or assigning any reason thereof. In such event all statutory terminal dues are to be paid by the Agency.
- 13.17 The Agency and his workmen are to abide by prevailing mines discipline. The agency and his workmen should not misbehave any of the officer/employee of the 'employer' on any occasion inside/outside the Mines premises pertaining to his work or otherwise, failing which the contract will be terminated without any notice and the Agency will be black-listed.
- 13.18 Failure to comply with any of the foregone terms and conditions shall be deemed to be breach of contract and the management shall be at liberty to take any action on the Agency including termination of his contract.
- 13.19 The Agency and/or his authorized representative should always be present in the work spot to receive all communications and/or instructions given by the Personnel Department and or by any authorized personnel.
- 13.20 Future g rules will be applicable to bidder.
- 13.21 Conditional tender shall be summarily rejected.

14. OPENING OF TENDER:

- 14.1 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.
- 14.2 **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.
- 14.3 **Price Bid:** Technical Bill shall be evaluated and the date of opening of 'Price Bid' shall be intimated to the eligible Tenderer(s). Prize Bids of technically qualified tenderer(s) shall only be opened.

15. EVALUATION OF TENDERS:

- 15.1 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).
- 15.2 The tender opening committee shall scrutinize the document(s) mentioned above for its eligibility, validity, applicability, compliance and substantiation stipulated in tender document.
- 15.3 The technical scrutiny shall be on the basis of submitted substantiation document(s).
- 15.4 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.

15.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as eligible.

16. AWARD OF CONTRACT:

16.1 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.

16.2 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.

16.3 After completion of above stages, MSMC shall release the Work Order.

16.4 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.

17. WORKING TIME:

17.1 The contractor shall arrange required personnel to take samples from the mine on working day during the working hours of the respective mine.

18. FAILURES AND TERMINATION OF CONTRACT:

18.1 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 :-

- a) 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.
- b) The contractor fails to execute the work, as per the schedule of work furnished in this tender document.
- c) 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.
- d) The contractor assigns/transfers/sub-lets the entire work or its portion thereof without the approval of the Accepting authority.
- e) 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.
- f) 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.

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

- a) 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.

- b) 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.
- c) 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.

18.3 Termination of contract, on death:

- a) 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.
- b) 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.

18.4 Should the Agency at any time fail to execute the work in accordance with the requirement specified in the tender, the employer will be at liberty to rescind the contract of which rescission notice in writing to the Agency under the hand of the management shall be conclusive evidence in which case the Security Deposit of the Agency with MSMCL shall stand forfeited.

19. WITHDRAWAL/FORE-CLOSURE :-

- 19.1 If a tenderer withdraws or revokes his tender or revises the tender rates for any of the items within the original or the extended period, his Earnest Money (EMD) and/or Security Deposit shall be forfeited.
- 19.2 MSMCL shall have the right to recover from the contractor all consequential losses due to Contractor's failure to execute the contract and any amount by which the cost of completing the work by any other agency exceeding the value of the contract and the MSMCL shall have lien on Contractor's bill properties and Security Deposit for those amounts of MSMCL.
- 19.3 To carry out the works or part thereof by any means and engaging any agency, the costs of which shall include all expenses including supervision and incidental charges and debit the Agency with such costs, the amount for which as certified by the management shall be final and binding upon the Agency with such costs, the amount of which as certified by the management shall be final and binding upon the Agency, and to credit the Agency with the value of the works done as if the works had been carried out by the Agency under the terms of the contract and the certificate of management in respect of the amount to be credited to the Agency shall be final and binding upon the Agency.
- 19.4 To measure the work as executed by the Agency and to get the remaining work completed by any means and engaging and agency at the risk and expense of the agency in all respects in which case any expenses that may be incurred in excess of

the such which would have been paid to the Agency if works had been carried out by him under the terms of the contract, the amount of which excess as certificate by the management shall be final and binding upon the Agency shall be borne and paid by the Agency and may be deducted from any amount due to him by MSMCL under the contract or otherwise or from his Security Deposit.

20. TAXES, DUTIES, LEVIES, ETC.;

- 20.1 Any and/or all taxes, duties, levies, other dues, etc. pertaining to this contract shall be payable by the Agency and MSMCL will not entertain any claim, whatsoever, in this respect.
- 20.2 Notwithstanding anything contained elsewhere in the contract, MSMCL shall deduct at source from the payment due to the Agency the taxes, duties, etc. as required under the Central or State Statute and the necessary tax credit certificate will be issue to him. It is for the Agency to deal with the concerned tax authorities directly in respect of any claim or refund relating to the above deductions and the employer shall not be liable or responsible for any claims/payments/reimbursements in this regard.

21. SCHEDULE OF PAYMENT OF BILLS:

Stages	Stages of Work		%age of Amount
1.	Ground Water Quality	Completion and submission of reports for these three stages.	25% of Contract Value
	Ground Water Level		
	Surface Water Quality		
2.	Noise Level monitoring	Completion and submission of reports for these three stages.	25% of Contract Value
	Peak Particle Velocity		
	Flow Rate		
3.	Discharge water	Completion and submission of reports for these three stages.	25% of Contract Value
	Surface run off quality		
	Soil & Stack		
4.	Complete Report Submission along with Environmental Statement in Form V		25% of Contract Value
TOTAL			100 %

- 21.1 The Agency shall submit the bill in the Head Office of MSMCL, at Nagpur. The same will be verified by the Mine Manager for necessary payment.
- 21.2 Income Tax and other Statutory deductions as applicable shall be deducted from the bill and the same will be deposited with the Govt. Authorities as required under the law.

22. GOVERNING LANGUAGE:

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

23. APPLICABLE LAWS:

- 23.1 The tender shall be governed with the law prevailing in India, Acts, Rules, Amendments, Notifications, Circulars, Orders, etc. made thereon from time to time.
23. The Agency is to abide by all the Statutory Rules, Regulations, notifications, orders, etc. issued/framed under The Mines Act, 1952. The Agency shall be liable to comply with the provisions of the Mining Statute framed thereunder.

24. INDEMNIFICATION:

- 24.1 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.

25. JURISDICTION:

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

26. SAVING CLAUSE:

- 26.1 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.

27. CONFIDENTIALITY:

- 27.1 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.

28. FORCE MAJEURE CLAUSE:

- 28.1 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.
- 28.2 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).

- 28.3 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.
- 28.4 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.

29. CORRUPT OR FRAUDULENT PRACTICES:

- 29.1 MSMC as well as bidder shall observe the highest standard of ethics during the execution of such contract.
- 29.2 '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
- 29.3 '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.
- 29.4 '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
- 29.5 '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.
- 29.6 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.
- 29.7 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.

30. SAFETY:

- 30.1 Health and safety being the prime responsibility of the Agency for the workmen employed by him, he must provide required safety appliances and proper tools and implements to his workmen required for the job. The agency must ensure that none of his workmen should enter the mines without proper safety appliances. In case of any deviation observed the concerned workman shall not be allowed to work.

31. MISCELLANEOUS:

- 31.1 If any statutory exemption is required to be obtained, the Agency shall obtain the same and produce necessary documents in support thereof before the management.

- 31.2 The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time with or without any notice or assigning reasons and the Agency has to abide by the same.
- 31.3 The management reserves the right not to allow any labour to work in case his activities are found to be detrimental to the interest of the 'Management' and the Agency shall be liable for any litigation arising therefrom.
- 31.4 The management reserves the absolute right to terminate the contract at any time without any notice or assigning any reason thereof. In such event all statutory terminal dues are to be paid by the Agency.
- 31.5 The Agency and his workmen are to abide by prevailing mines discipline. The agency and his workmen should not misbehave any of the officer/employee of the 'employer' on any occasion inside/outside the Mines premises pertaining to his work or otherwise, failing which the contract will be terminated without any notice and the Agency will be black-listed.
Failure to comply with any of the foregone terms and conditions shall be deemed to be breach of contract and the management shall be at liberty to take any action on the Agency including termination of his contract.
The Agency and/or his authorized representative should always be present in the work spot to receive all communications and/or instructions given by the Personnel Department and or by any authorized personnel.
- 31.6 The aforesaid special terms and conditions shall be deemed to be a part of contract agreement and any violation observed will be deemed to be breach of contract and the management will be at liberty to cancel/terminate the contract without any notice or assigning reasons thereof.
- 31.7 As the work would be carried out within the Mining Lease area, all the mining statutes are to be followed and complied with.

32. SCOPE OF WORK :

The contractor should undertake collection of samples and analysis of different environmental attributes following guidelines/standard procedure issued by various statutory authorities like MPCB/CPCB//MoEFCC/CGWB/CGWA/IBM/DGMS/etc. from time to time.

The following shall be the scope of work:

Sl. No.	Particulars	Frequency of Monitoring	Nos. of location
1.	Ground Water Quality	Once in each season i.e. pre-monsoon (April & May), Monsoon (Aug.) Post Monsoon (Nov.)	08
2.	Ground Water Level	-- Do --	04
3.	Surface Water Quality	-- Do --	04
4.	Noise Level monitoring	-- Do --	05
5.	Peak Particle Velocity	-- Do --	03
6.	Flow Rate	-- Do --	02
7.	Discharge water	-- Do --	02
8.	Surface run off quality	Once in a year i.e. in monsoon (August)	02
9.	Soil & Stack Monitoring	Once in a year i.e. in winter (January)	02

The following parameters are to be monitored. These are likely to be changed following guidelines issued by various statutory authorities like MPCB/CPCB/MoEFCC/CGWA/ IBM/ DGMS/ etc. from time to time.

Particulars	Parameters
Ambient Air Quality	SO ₂ , NO ₂ , PM ₁₀ , PM _{2.5} , O ₃ , PB, CO, NH ₃ , C ₆ H ₆ , Benzene Pyrene (BaP)-Particulate phase only, As, Ni
Surface & Ground Water Quality	Colour, odour, Taste, turbidity, pH, Total Hardness (as CaCO ₃), Iron (as Fe), Chloride (as Cl), Residual Free Chlorine, Fluoride (as F), Dissolved Solids, Calcium (as Ca), Magnesium (as Mg), Copper (as Cu), Manganese (as Mn), Sulphate (as SO ₄), Nitrate (as NO ₃), Phenolic compound (as C ₆ H ₅ OH) Mercury (as Hg), Cadmium (as Cd), Selenium (as Se), Arsenic (as As), Cyanide (as CN), Lead (as Pb), Zinc (as Zn), Anionic Detergent (as MBAS), Hexavalent Chromium (as Cr+6), Mineral Oil, Alkalinity, Alluminium (as Al), Boron (as Br), Polynuclear aromatic hydrocarbons (as PAH), pesticides, Alpha emitters, Beta emitters.
Discharge Water	pH, TSS, iron, oil & grease, BOD, COD, Cr+6, Total Chromium,
Surface Run off Quality	pH, TSS, iron, BOD, COD, Cr+6, Total Chromium
Soil	Colour, pH, Texture, Electrical Conductivity, Total Soluble salts, Nitrates, Potassium, Phosphorus, Sodium, Manganese, Calcium, Chloride, Water Holding capacity, Organic matter in %
Stack	SPM, SO ₂ , NO ₂ , CO
Monitoring of Noise & PPV	Day Eq dB (A) & Night Eq dB (A) in core and buffer zones along with Peak Particle Velocity

33. REPORT SUBMISSION :

- 33.1 The Agency shall prepare and submit analysis report as per the scope of work mentioned in the tender document.
- 33.2 The report shall be signed by the competent authority in all pages.

SOME DETAILS OF DONGARGAON FLUORITE MINE

1. Address of the Mine : At Village: Dongargaon, PO: Warora,
Tahsil: Warora,
District: Chandrapur – 442 907 (M.S.).
2. Location : About 7 KM from Tembhurda village on MSH 6,
About 10 KM from Warora Tahsil,
About 60 KM from Chandrapur District &
About 120 KM from Nagpur District.
3. Total Leasehold area : 31.22 Hectare
4. Method of Working : Category ‘B’ Manual Opencast Working only
5. Blasting Carried : 2 Kg per blast
6. Use of HEMM : No use of HEMM
7. Discharge of Water : NIL
8. Hazardous Waste : NIL

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, Wardha Road,
NAGPUR – 440 015.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to complete the work of Environmental Monitoring and preparation of Environmental Monitoring Works Report as per guidelines of Indian Bureau of Mines (IBM)/Maharashtra Pollution Control Board (MPCB)/DGMS/Environment Protection Act, 1986, etc. in respect of Dongargaon Fluorite Mine (Manual Opencast Mine) situated in village: Dongargaon, Tahsil: Warora, District: Chandrapur and belonging to Maharashtra State Mining Corporation Limited, Nagpur, in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelope-2 which is made part of this tender.

We undertake, if our tender is accepted, to complete the said work in accordance with the validity period allowed to us and as mentioned in tender document.

If our tender is accepted, we undertake to submit the security deposit amounts within the time specified in the tender document.

We agree to abide by terms, conditions, etc. of the 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 might be indicated in our tender. We further understand that you are not bound to accept the lowest or any tender you may receive.

Name, Signature Seal and of Authorised Signatory

COVER – B:

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

‘TECHNICAL BID

Tender No.: MSMCL/ENV-MON/2019/02

	Attached
1. Complete signed Tender Document	: YES / NO
2. Demand Draft of Tender Fee	: YES / NO
3. Demand Draft of E.M.D.	: YES / NO
4. Valid Accreditation from NABL.	: YES / NO
5. Covering letter of the Bidder as per Annexure-I.	: YES / NO
6. Proof of Ownership/Registration copy in the name of the Firm/Company.	: YES / NO
7. PAN Card	: YES / NO
8. Income Tax Returns/Balance Sheets of last three Financial Years	: YES / NO
9. Authorisation Letter for Authorised Signatory (if required)	: YES / NO
10. Copy of Valid GST Registration Certificate, if any.	: YES / NO
11. General Information as per Annexure-IV	: YES / NO
12. At least three Work Completion certificates of similar nature as per Annexure-V.	: YES / NO
13. Biodata of Team Members as per Annexure-VI.	: YES / NO

Name, Signature Seal and of Authorised Signatory

COVER – C:

PRICE BID

Tender No.: MSMCL/ENV-MON/2019/02

Name of the Tenderer:

S. N.	Items		Rate to be quoted in Rupees (both in figures and words)
1.	Monitoring of Ambient Air Quality	:	
2.	Monitoring of Surface and Ground Water Quality	:	
3.	Measurement of Ground water level	:	
4.	Monitoring of Discharged Water	:	
5.	Monitoring of Surface Run Off	:	
6.	Monitoring of Noise and Peak Particle Velocity	:	
7.	Monitoring of Soil & Stack	:	
	Total Amount (Rs.)		

N.B.: GST will be paid as applicable as per rules.

Name, Signature Seal and of Authorised Signatory

GENERAL INFORMATION ABOUT THE TENDERER

1.	Name of the Firm/Company/Institute/etc.	:-	
2.	Name of the applicant, his nationality and full address	:-	
3.	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)	:-	
4.	Fax & Telephone No. / Email	:-	
5.	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).	:-	
6.	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	:- :-	
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.	:-	
9.	Whether the tenderer has registered himself in any other public undertakings for similar work. If so, photocopy of such registration may be furnished.	:-	

Name, Signature Seal and of Authorised Signatory

10.	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	:-	
11.	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	:-	
12.	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.	:-	
13.	<ol style="list-style-type: none"> 1. Has the tenderer submitted Earnest Money Deposit 2. Along with the tender please indicate the following <ol style="list-style-type: none"> i) Amount of Earnest Money Deposit ii) Draft No., date and name of the Bank. 	:-	
14.	Whether Income Tax Clearance Certificate attached	:-	Yes / No
15.	Whether Balance Sheet of last three years attached	:-	Yes / No
16.	Whether solvency certificate of appropriate amount from the banker attached.	:-	Yes / No

Name, Signature Seal and of Authorised Signatory

ANNEXURE – V
DETAILS OF PREVIOUS EXPERIENCE & WORK COMPLETION

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

NOTE :- Attach copies of necessary proofs such as Work Orders, Work Completion Certificates, etc.

Full Address :-

Name, Signature Seal and of Authorised Signatory

Short Biodata of Technical Team Members

Sl. No.	Name of Technical Staff Member(s)	Educational Qualification	Experience	Remarks
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Name, Signature Seal and of Authorised Signatory