

CHHATTISGARH MINERAL DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF CHHATTISGARH UNDERTAKING)

PHONE: 0771-4283557/ 4043477
FAX: 0771-4001074
CIN: U 14103 CT 2001 SGC 014691
Website: www.cmdc.co.in
E-mail: cmdcraipur@gmail.com



HEAD OFFICE
SONAKHAN BHAWAN
RING ROAD NO.1
PURENA, RAIPUR (C.G.) 492006

RFP no: CMDC/Exploration/2017/R01

REQUEST FOR PROPOSAL

FOR

SELECTION OF

NABL ACCREDITED MINERAL TESTING LABORATORY

FOR

THE ANALYSIS OF DIFFERENT ELEMENTS OF THE BAUXITE ORE

INSTRUCTIONS AND GENERAL TERMS & CONDITIONS
FOR SUBMISSION OF OFFER

1. The offer should be submitted in 02 envelopes and these 02 envelopes should be sealed and put up into another envelope-3. These 03 envelopes should contain the following documents: -

- (i) **Envelope-1**: should contain authorization letter from the applicant for authorizing the person to submit offer, terms & conditions duly signed by the authorized representatives of the applicant as a token of acceptance for accepting all the terms & conditions for analysis of different elements(Al_2O_3 , Fe_2O_3 , SiO_2 , TiO_2 , Loss of Ignition (LoI)) of the Bauxite ore, copy of the parameters wise NABL accreditation approval letter without this we should not open the Envelop-2 . The envelope should be super scribed 'Terms & Conditions'
- (ii) **Envelope-2**: should contain duly filled in and signed price offer. The proforma for submission of Price Offer has been given at **Annexure-II**. The Price Offer submitted should be exclusive of all applicable taxes because it shall be paid by CMDC separately. The envelope should be superscribed 'Price Offer'
- (iii) **Envelope-3**: should contain Envelop-1 and Envelope-2 and it should be superscribed 'Offer for Selection of **NABL** accredited Mineral Testing Laboratory for the Analysis of the Bauxite Ore.

2. The applicant/offerer may understood the work mentioned in this offer document for his full satisfaction for the work involved before submitting the offer .

3. The envelope-3 containing envelope 1 and 2 should be delivered to the following address on or before **11.09.2017 up to 3:00 PM**:

**Managing Director,
Chhattisgarh Mineral Development Corp. Ltd.,
Sonakhan Bhawan, Ring Road No.1
Village - Purena, P.O. Ravigram,
Raipur (C.G.) 490 006**

There should be clear address of the applicant/offerer on the other side of the envelope-3.

4. All the pages of the offer should be duly signed by the authorized representative of the applicant. The authorization letter should be kept inside the envelope-1.

5. The applicant shall inform the CMDC forthwith any changes in the name and address of Management/authorized representative/ constitution/postal address etc. in time.

6. The Envelope-1 and Envelope-2 shall be opened by the committee at Sonakhan Bhawan, Ring Road No-1, Raipur (C.G.) on **11.09.2017 at 3:30 PM**. The applicant or their authorized representatives may be present at the time of opening of offer.

7. Envelope-2 of only those applicants will be opened who have submitted all the duly signed documents as per requirement of envelope-1 and who fulfils the following criteria: -

i. The tenderer should have accreditation of NABL for minimum following elements: -

- a. Al_2O_3
- b. Fe_2O_3
- c. SiO_2
- d. TiO_2
- e. Loss of ignition (LoI)

8. The price offer submitted by the applicant shall be open for acceptance by the CMDC for a period of 3 (three) months from the date of opening of Price Offer.

9. The applicant submitting the lowest price offer shall be considered as successful offerer and Letter of Intent (LoI) shall be issued to such offerer after due approval of the competent authority. The Price Offer has been called for only Al₂O₃, Fe₂O₃, SiO₂, TiO₂, Loss of Ignition (LoI). However, the Price quoted by the bidder should be inclusive of the cost of analysis for analyzing 80 (± 20%) selected samples for Vanadium, Gallium, THA, MHA, CaO, MgO, Reactive Silica. However the bidder shall have liberty to analyze these samples either in their own lab subject to accreditation for the same or in any other lab which having accreditation of NABL for these elements.

For the ease, the party so selected will be called as contractor in the agreement to be executed between the selected party and the CMDC.

10. The successful applicant/offerer is required to execute an agreement with CMDC within 7 days from the date of issue of Letter of Intent.

The successful offerer is required to submit a Bank Guarantee/Demand Draft of an amount equivalent to the 10% of the contract value before signing of agreement. The validity of the bank guarantee should be atleast 3 months ahead of the contract period. In case of extension of period of contract the contractor shall be required to extend the Bank Guarantee in the same manner as stated above.

11. If the applicant/offerer deliberately gives wrong information or suppresses any information which shall be favorable for acceptance of his offer. CMDC reserves the right to reject such offers at any stage of execution without any financial liability.

12. CMDC reserves the right to reject any or all the offer received without assigning any reason and the applicant/offerer shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his offer.

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SPECIAL TERMS & CONDITIONS AND SCOPE OF WORK FOR GOVERNING THE CONTRACT

1. Chhattisgarh Mineral Development Corporation Limited (CMDC) is an undertaking of the Government of Chhattisgarh registered under the Companies Act, 1956 engaged in exploration & exploitation of different minerals in the State.

CMDC is doing exploration work in different Bauxite blocks in the State of Chhattisgarh. We are collecting samples during explorations which requires detailed analysis through NABL Accredited Mineral Testing Laboratory to establish the grade of the ore.

Under section- 4 of the MM(D&R) Act 1957, Government of India, Ministry of Mines has also notified CMDC as an exploration agency for carrying out exploration without valid prospecting license

2. The obligation of CMDC and the selected contractor shall be as under:-

A. Obligation of CMDC: under this contract shall be as under: -

(i) CMDC will collect and prepare samples of desired mesh size.

(ii)**Payment Schedule:** CMDC will ensure payment to the contractor as per the following payment schedule: -

(1) No advance payment shall be made for the analysis

(2) 80% payment will be released against the RA bill Submitted for completed analysis work.

(3) Balance 20% after satisfactory completion of the entire work.

B. Obligation of the Contractor: under this contract shall be:

I. **Scope of work:** The selected contractor's scope of work shall include but not limited to the following: -

(1) Collection of samples from the CMDC office.

(2) CMDC will keep 10% samples as counter sample and will be analyzed at other laboratory. If any variation found then the contractor is required to carry out re-testing of all the samples without any extra charges.

(3) The details of the elements which is to be analyzed from the Bauxite ore sample are as under:-

Al₂O₃, Fe₂O₃, SiO₂, TiO₂, Loss of Ignition (LoI) and Vanadium, Gallium, THA, MHA, CaO, MgO & Reactive Silica for selected samples.

(4) The expected no. of samples to be analyzed is approximately: $15000 \pm 20\%$ and the no. of selected samples for Vanadium, Gallium, THA, MHA, CaO, MgO & Reactive Silica are approximately: $80 \pm 20\%$.

(5) The Price Offer has been called for only Al_2O_3 , Fe_2O_3 , SiO_2 , TiO_2 , Loss on Ignition (LoI). However, the Price quoted by the bidder should be inclusive of the cost of analysis for analyzing $80 (\pm 20\%)$ selected samples for Vanadium, Gallium, THA, MHA, CaO, MgO, Reactive Silica. However the bidder shall have liberty to analyze these samples either in their own lab subject to accreditation for the same or in any other lab which having accreditation of NABL for these elements.

II. The selected party is required to submit a Bank Guarantee/Demand Draft of an amount equivalent to the 10% of the contract value before signing of the agreement. The proforma for submission of bank guarantee is enclosed at **Annexure-IA**

The bank guarantee referred above shall be released to the party after successful completion of the assignment.

III. The contractor shall be responsible for providing salary, wages, TA, DA, transport facility, accommodation etc. to their working personnel at their own expenses.

IV. The contractor shall be responsible for observing/obeying all central/state Acts, Rules, Regulations, orders as amended from time to time etc. applicable to the consultancy services.

3. Period of Contract: The time limit for the entire contract is one year from the date of signing of agreement. However, CMDC may extend the period of contract for such period as may deem fit for the completion of the assignment. The contractor is required to submit analysis results in a phase wise manner depending on no. of samples submitted by CMDC. Analysis should be completed in one month time from the date of receipt of samples.

CMDC reserves the right to increase or decrease the quantum of the work with advance intimation to the contractor. The results in standard format should be submitted in triplicate (hard copy & one soft copy)

4. LIQUIDATED DAMAGES(L.D.): If the contractor fails to complete analysis work as per requirement of CMDC within prescribed time schedule then penalty @0.5% per week shall be levied.

5. DISPUTES AND SETTLEMENT:

- A. In the event of any dispute such matter or matters giving rise to dispute shall be resolved amicably.
- B. In case of failure to resolve the dispute amicably then the matter shall be referred to the arbitration for settlement under Arbitration and Conciliation Act, 1966 and during the entire period of arbitration the venue of arbitration shall be Raipur only.
- C. During the pendency of arbitration no party shall go to court.
- D. The jurisdiction of court shall be at Raipur for any legal matters.

To be submitted on the letter head of the Applicant/Offerer

Annexure-II

FORMAT FOR SUBMISSION OF PRICE OFFER

I/We am/are submitting my/our offer to CMDC for the Analysis of different elements of Bauxite ore as per the scope of work, terms & conditions given in the offer document (i.e. Annexure-1):

S.No.	Elements to be analysed	Approximate Number of Samples (± 20%)	Rate for Analysis (in Rs/sample)
1	Al ₂ O ₃ , Fe ₂ O ₃ , SiO ₂ , TiO ₂ , LoI	15000	

Note:

1. Though, the Price Offer has been called for only Al₂O₃, Fe₂O₃, SiO₂, TiO₂, Loss of Ignition (LoI) but the Price quoted by the bidder should be inclusive of the cost of analysis for analyzing 80 (± 20%) selected samples for Vanadium, Gallium, THA, MHA, CaO, MgO, Reactive Silica. However the bidder shall have liberty to analyze these samples either in their own lab subject to accreditation for the same by NABL or in any other lab which having accreditation of NABL for these elements.
2. The rate quoted above shall be exclusive of applicable taxes as the applicable taxes will be paid separately by CMDC.

**(Signature and Seal of the Authorised
representative of the Applicant/ Offerer)**

ANNEXURE -IA

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(on non – judicial stamp paper of value not less than Rs 100/-)

The non-judicial stamp paper should be in the name of issuing bank

Ref. Bank Guarantee No.

DATE:

To,

Managing Director

CMDC Ltd.

RAIPUR (C.G.)

Dear Sir,

In consideration of the CMDC Ltd, (herein after referred to as the 'CMDC' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns)having awarded to M/s._____with its Registered/Head office at _____ (hereinafter referred to as the **Contractor** which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of CMDC's Work order no. _____ dated _____ and the same having been unequivocally accepted by the **Contractor** resulting in a "contract" valued at _____ for _____ (Scope of contract) and **Contractor** having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to * _____% (percent) of the said contract value of the contract to the CMDC.

We _____ having

(Name and Address)

its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CMDC, on demand any and all monies payable by the **Contractor** to the extent of _____ as aforesaid at any time up to _____ (days/month/year) without any demur, reservation, recourse or protest and/or without any reference to the **Contractor**. Any such demand made by the CMDC on the Bank shall be conclusive and binding notwithstanding any difference between the CMDC and **Contractor** or any dispute pending before any court, tribunal or any other CMDC. The Bank under takes not to revoke this guarantee during its currency without previous consent of the CMDC and further agrees that the guarantee herein contained shall continue to be enforceable till the CMDC discharges this guarantee.

The CMDC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the **Contractor**. The CMDC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers, vested in them or of any right which they might have against the **Contractor**, and to exercise the same any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied,

in the contract between the CMDC or any other course of or remedy or security available to the CMDC. The Bank shall not be released of its obligations under these presents by any exercise by the CMDC of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or

commission on the part of the CMDC or any other indulgence shown by the CMDC or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the CMDC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the **Contractor** and notwithstanding any security or other guarantee that the CMDC may have in relation the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____ * * and shall be extended from time to time for such period, as maybe desired by M/s. _____ whose behalf this guarantee has been given.

Dated this _____ day of _____ 2017 at _____.

WITNESS

Signature

Signature

(Bank's Rubber Stamp)

(Name)

(Name) -----

Official address

Designation with Bank stamp

Attorney as per power of Attorney No. -----

Dated -----

NOTE: * This sum shall be ten percent (10%) of the contract value.

**** The date will be as specified in the contract.**

Signature of the Bidder with date and seal