

1. Invitation for Proposals

1. Mangalore SEZ Limited (MSEZL) is jointly promoted by Oil & Natural Gas Corporation Ltd. (ONGC), Infrastructure Leasing & Financial Services Ltd., Karnataka Industrial Areas Development Board (KIADB) and Kanara Chambers of Commerce and Industries (KCCI). MSEZL has taken up a project to set up a Sector Specific SEZ initially which has been upgraded to Multi product SEZ catering mainly to the petrochemical industry and other sectors such as manufacturing, services, trading and warehousing (hereinafter referred to as "the Project").
2. MSEZL invites proposals comprising Capability Statement (Qualification Documents) and Price Proposals from interested Bidders for **Crushing and Disposal of Excavated Rock from Mangalore SEZ-Contract Package No. MSEZL/ROCK DISPOSAL/2017-18. Only individual entities are allowed to bid. JV or a Consortium of entities is not allowed.**
3. Bidding is open to all eligible contractors / firms based in India, who are eligible as per technical requirements.
4. The intending bidders are required to make a onetime registration with M/s Karnataka State Electronics Development Corporation Limited (KSEDCL/KEONICS), the service providers for the e-tender by following the registration process on www.tenderwizard.com/MSEZ.
5. The blank document can be procured between **12/06/2017 to 10/07/2017** by Online Payment of Rs. 15,000/- (Rupees Fifteen Thousand Only) by RTGS, NEFT remitted to Mangalore SEZ Limited Account No: 36335706882 of State Bank Of India, Corporate Accounts Group-II, New Delhi, IFSC Code: SBIN0017313.
6. The RFP document comprises:
 - i) Invitation for proposals
 - ii) Bidding data
 - iii) Definitions and Interpretations

- iv) General Information and Instructions
- v) Bidding Process
- vi) Submission of Bids
- vii) Proposal Opening and Evaluation
- viii) Award of Authorization
- ix) Conditions of Contract
- x) Annexures
- xi) Price Proposal

7. The filled-in E-proposal documents shall be uploaded before 15:00 hours on **11/07/2017**.

8. In case bidders need any further information about the Project or for inspection of any other document related to the Project available with MSEZL they are requested to contact the MSEZL Office at the address given below:

Chief Operating Officer
Mangalore SEZ Limited,
IIIrd Floor, MUDA Building,
Ashok Nagar, Urva store,
Mangalore-575006
Karnataka State
Ph No: 0824-2452750
Email: velnati.surya@gmail.com; ashwini.sez@gmail.com

9. The technical proposals uploaded by the bidders will be opened at 15:30 hours on **11/07/2017**.

10. MSEZL is not responsible for any costs or expenses incurred by the Bidder in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. MSEZL reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of Bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same. MSEZL may award the work to the highest quoted bidder or to any other bidder at their sole discretion or annul the bidding process and the bidders shall have no claim whatsoever in this regard.

11. Queries, if any, proposed to be raised by the Bidders should be submitted to MSEZL in writing at least 5 days before the proposal due date and a soft copy of the same shall be e-mailed to MSEZL.
12. The Proposal evaluation process is detailed in the Instructions to Bidders of the RFP. The Capability Statement and the Financial Proposal would be evaluated based on the Eligibility Criteria set forth in the RFP. Only those Bidders whose Capability meets / complies with the Criteria, will be considered for the purpose of opening of their Price Proposals and evaluation thereof.
13. The financial proposal will be opened on completion of Technical evaluation. MSEZL reserves right to conduct E- Auction or alternatively may not conduct the E- Auction and can select the highest bidder based on the Price bids received. In case E- Auction is carried out, detailed procedure of E-auction will be intimated to the bidders before the process.

Date: 09/06/2017

**Chief Operating Officer
MSEZL, Mangalore**

2. Bidding Data

No	Key information	Details
1.	Project Title	Crushing and Disposal of Excavated Rock from Mangalore SEZ-Contract Package No: MSEZL/ROCK DISPOSAL/2017-18
2.	Location	Mangalore SEZ Land (as shown in the drawing).
3.	Developer	Mangalore SEZ Limited
4.	Buyer	'Buyer' shall mean the Successful Bidder, whose Proposal has emerged as the highest evaluated Proposal as a result of the Proposal evaluation process as set forth in this RFP document
5.	General Scope of work	<p>The general scope of works included in this project are as below:</p> <p>1. Raw material: The buyer has to pick up the excavated material from the source. The Buyer has to pay to MSEZL on weekly basis immediately for the material dumped by MSEZL / unit on "As is where is" basis as per the quoted rate. Possibility of variable degree of fines in the rock, as extracted out, cannot be ruled out. The total availability of rock quantity is expected to be approx. 1.5 million tonnes. In case there is an increase or reduction in the quantities, such varied quantity would be subject to the same terms and conditions as this tender / contract.</p> <p>2. Power Requirement: The required power connection shall be arranged by the Buyer.</p> <p>3. Land for Crusher Unit: The MSEZL shall licence out the land (Required for installation of Crusher unit) to the Buyer.</p> <p>4. Land requirements for plant and storage. Based on the capacity of the production, the Buyer shall be given maximum of 5 Acres of land at identified locations of the proposed crusher unit. The Buyer should fence the area allotted to him. An amount of Rs 12.60 lakh per acre per year will be charged as licence fees payable monthly at beginning of the month (Rs 1.05 lakh per acre month). Unauthorized occupation of land will lead to evacuation / termination.</p> <p>5. Buyer should carry out all the activities related to the stone crushing unit within the given area and at any time material should not be stacked outside the fenced</p>

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		<p>area.</p> <p>6. After the completion of the licence period, the MSEZL site should be vacated by the Buyer and all the units should be relocated from the MSEZL site. In case the site is not vacated by the Buyer, MSEZL reserves the right to impose liquidated damages on Buyer.</p> <p>7. Environmental clearance All the Environmental clearances and permission from mining department, MoEF/ KSPCB etc., shall be obtained from relevant authorities for crushing and disposing rock and other un utilizable material by the Buyer.</p> <p>8. Site Environmental Plan (SEP) The owner of the crusher unit shall prepare and submit detailed Site Environmental Plan (SEP) for the work site, base camp, etc., showing arrangements for disposal of sanitary and other waste, location of fuel, oil and lubricant depots, sheds for equipment, labour and housing facilities, etc., prior to the construction for approval of Mangalore SEZ Ltd.</p> <p>9. Permission from Development Commissioner, MSEZ Responsibility of taking necessary permission from the Development Commissioner, in charge of the SEZ lies solely with the Buyer.</p> <p>10. Safety, Security and Protection of the Environment The Buyer shall take all necessary precautions against pollution or interference with the supply, or obstruction of the flow of surface or underground water. These precautions shall include but not be limited to physical measures such as earthen bunds of adequate capacity around fuel, oil and solvent storage tanks and stores, oil and grease traps in drainage systems from workshops, vehicle and plant washing facilities and service and fuelling areas and kitchens, the establishment of sanitary solid and liquid waste disposal systems, the maintenance in effective condition of these measures, the establishment of emergency response procedures for pollution events, and dust suppression, all in accordance with normal good practice and to the</p>

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		<p>satisfaction of the MSEZL. Should any pollution arise from the Buyer's activities, he shall clean up the affected area immediately at his own cost and to the satisfaction of the MSEZL, and shall pay full compensation to any affected parties.</p> <p>11. Royalty Royalty has to be paid to the Govt. by the Buyer as specified in Karnataka Minor Mineral Concession Rules of Mines and Geology Department and shall produce specified Mineral Dispatch Permit in Form-MDP issued by the competent authority to MSEZL along with the invoices.</p> <p>12. Water Supply The Buyer shall make his own arrangements at his own expense for water supply for drinking and other industrial purposes.</p> <p>13. Discoveries Anything of historical or other interest or of significant value unexpectedly discovered at the Site is the property of the MSEZL. The Buyer shall intimate MSEZL of such findings and carry out the MSEZL instructions for dealing with them.</p> <p>14. Access to the Site The Buyer shall allow any person authorized by the MSEZL access to the Site and to any place where work in connection with the MSEZL is being carried out or is intended to be carried out.</p> <p>15. Installation of Weigh Bridge The Buyer has to take necessary action in Providing, erecting and commissioning of pit mounted Electro-Mechanical Weigh bridge of 30 tons capacity, with advanced weigh bridge indicator, controller, advanced computer, printer, cables, panels etc., on a platform of size 9m X 3m including civil works [Excavation, PCC in M15 for 150mm thick, Concrete foundation of M20 grade (200mm thick or as specified by manufacturer whichever is more), masonry or RCC walls, providing, ISMC/ ISMB/MS anchor bolts, inspection chamber with heavy duty cover, partition walls wherever necessary, HDPE drain pipes, (160mm dia, SDR 33, PN 8) including</p>

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		<p>backfilling of trenches etc.)], all mechanical works etc. as per manufacturer's specification & drawings and as directed by the engineer. The weigh bridge should be calibrated by the Buyer on a regular basis. MSEZL shall have a full control on the daily transactions of the Weigh Bridge and at any time MSEZL can ask to calibrate the weigh bridge and Buyer has to take necessary actions for calibration at his own cost.</p> <p>16. Site Clearances</p> <p>After the contract period the Buyer has to clear from MSEZL site all the materials including crushed and uncrushed material and also relocate all the crusher units, weigh bridge etc. The weigh bridge so installed is the property of the Buyer and after the completion of the licence period he has to relocate the same to his desired place other than MSEZL area at his own cost.</p>
6.	General Information_to be uploaded by bidders	Company Profile, Contact Details comprising name, address, telephone and facsimile numbers, e-mail address of the Bidders and the names and titles of the persons who are the principal contact persons shall be provided.
7.	Financial Turnover in the last financial year ending with 2015-16	<p>Overall Turnover should be minimum Rs 30 crores and turnover from crushing industry should be minimum Rs 5 crores</p> <p>(The bid must be accompanied by the Annual Reports of the preceding three years of the bidder to fulfill the above financial criteria along with the Chartered Accountant's Certificate showing the Annual Turnovers. The bidder should submit the solvency certificate from scheduled commercial banks and the solvency certificate should not be older than six months from the proposal due date).</p>
8.	Net Worth	Should be positive as per the Annual Report for the latest financial year. The specific certificate to this effect should be obtained and produced from the qualified Chartered Accountant.
9.	Technical Qualification Requirements	Bidder should have carried out business in stone crushing industry for a minimum quantity of 0.6 Million Tonnes of stone aggregates crushed in the last one year reckoned from the proposal due date. The following information is also to be mentioned in the list:

No	Key information	Details
		i) Capacity of the Crusher ii) Extent of land owned for quarrying / crushing. iii) Descriptions of services provided by the firm. Bidders need to submit the corresponding Agreement copies and certificates issued by the respective clients duly notarized. MSEZL may call for original certificates for verification during the technical evaluation. The Bidders need to provide the same during the stage of technical evaluation.
10.	Price Proposal	Unit purchase rate quoted by the Buyer in Rs per metric tonne for boulders (of varying sizes) taken from MSEZL/MSEZL units as a raw material for crushing
11.	Proposal Evaluation	As per evaluation criteria mentioned in proposal document.
12.	Proposal Validity	90 days from the last date of submission of the proposal.
13.	Contract period	The contract period will be Eighteen Months from the date of Agreement
14.	Amount of Bid Security	Rs. 86,00,000 (Indian Rupees Eighty Six Lakhs Only) in the form of a Bank Draft drawn in favour of Mangalore SEZ Limited payable at Mangalore, or an Unconditional Bank Guarantee issued on behalf of the Bidder by a Nationalised / Scheduled Bank (other than Co-operative Bank) in favour of MSEZL valid for a period up to 60 days beyond the validity of the proposal (i.e., 150 days from the proposal due date)
15.	Performance Security	Total 10% of the Contract Price in the form of an Unconditional Bank Guarantee issued on behalf of Bidder by a Nationalised/Scheduled Bank (other than Co-operative Banks) in favour of Mangalore SEZ Limited to be provided within 10 days of receipt of the Letter of Intent & to be valid until contract completion and clearing of site by the buyer (Till obtaining NOC from MSEZL).
16.	Terms of Payment & Security Deposit	The Buyer has to deposit Rs 2 (two) Crore as Security Deposit through Demand Draft/Pay order/RTGS/NEFT from any scheduled bank only in favour of Mangalore SEZ Limited payable at Mangalore within 10 days of issue of LOI duly accepted, failing which the LOI will be treated as cancelled and EMD will be forfeited. The Buyer shall start picking up the rock debris within one week of depositing the amount of Rs 2 Crore. The

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		<p>payments due from the buyer will be adjusted from this deposit. The buyer will be permitted to continue removal of the rock debris till the deposit reaches Rs 50 Lakhs. The buyer would need to deposit additional amount of minimum Rs 1.50 Cr every time. (whenever the limit of Rs 50 Lakhs is reached) to continue removal of rock debris. This condition will not apply for the concluding batch of debris removal.</p> <p>The final settlement of Security Deposit will be done after payment for the concluding batch is made by the buyer.</p>
17.	Signing of Agreement	Within 10 days of issue of Lol
18.	Mobilisation period	Within One Month from the date of issue of LOI
19.	Important Dates	
19 (a)	Issue of Blank E- RFP Document	12/06/2017 to 10/07/2017 by online payment for Rs. 15,000 INR by RTGS, NEFT remitted to MSEZL Account No: CBCA 01000097 payable at Mangalore. RTGS/IFSC: CORP0000180
19 (b)	Due Date for Up Loading the filled E- Proposal documents	11/07/2017, before 15:00 Hrs
19 (c)	Opening of Technical Capability Proposals	11/07/2017, at 15:30 Hrs
19 (d)	Opening of Financial Proposals	Financial proposals will be opened on completion of evaluation of technical proposals. Opening of financial proposals will be followed by e-forward auction. Base price for e-forward auction will be the highest bid price evolved from financial proposal opening. The detailed procedure for e-forward auction will be intimated to the bidders in advance. However, MSEZL reserves the right not to conduct e-forward auction and can select the highest bidder based on the price bids received.
20.	Termination of Contract	Failure to commence operations within 45 days of Agreement will make the Contract liable to termination. MSEZL may also terminate the Contract in the event of default by the Buyer as per the clause No 9.7 of Conditions of Contract.