

THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR
(A GOVERNMENT OF INDIA ENTERPRISE)

MINES OFFICE: P.O.BIRMITRAPUR, PIN-770033.DIST-SUNDARGARH, ODISHA,

Tel No.0661-2610223,TeleFax No.0661-2610270,Mail Id:bslcoltd@rediffmail.com

REGD. OFFICE: AG104, SOURAV ABASAN, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091

TENDER ENQUIRY

**TENDER DOCUMENT FOR RATE CONTRACT FOR SUPPLY OF EXPLOSIVES &
ACCESSORIES FOR BSLC MINES AT BIRMITRAPUR FOR THE YEARS 2017-18 TO
2019-20**

TENDER ENQUIRY NO: LQ/RC/45/001

DATED: 16/03/2017

DUE ON Dt.07/04/2017

Name of the Tenderer/Supplier: _____

Address of the Tenderer/Supplier: _____

Signature of the issuing officer

Price of the Tender Document: NIL

THE BISRA STONE LIME COMPANY LIMITED

[A GOVERNMENT OF INDIA ENTERPRISE]

**MINES OFFICE: P.O.BIRMITRAPUR, PIN-770033.DIST-SUNDARGARH, ODISHA
REGD. OFFICE: AG104, SOURAV ABASAN, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091**

CHAPTER-I

TENDER NOTICE

TENDER ENQUIRY NO: LQ/RC/45/001 DATED: 16/03/2017.

1. Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from manufacturers/consignment agents/dealers for Supply of Explosives & accessories for blasting operation in BSL Mines at Birmitrapur.

2. Availability of Tender: Non transferable tender documents can be obtained from the office of the Sr. Manager (Materials), B.S.L.CO.LTD; Birmitrapur during office hours on any working day from **Dt- 17/03/2017 to 06/04/2017 (up to 10 A.M)**.The tender document can also be down loaded from our website www.birdgroup.co.in. In case of downloaded tender, the bidder has to submit an undertaking on the company's letter head that no amendment have been made in the tender document downloaded from company's website, at the time of submission of the tender document.

3. Submission of Tender: The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno commercial bid and price bid shall be sealed in separate envelopes with complete tender details super scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope superscripting the Tender Enquiry No. and date and dropped in the Tender Box kept in Conference Hall at General Office of BSLC, **Birmitrapur up to 3.30 P.M on 07/04/2017.**

4. Techno-commercial bid: The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their authorized representative **at 4:30 P.M on 07/04/2017** in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmitrapur, Sundergarh (Odisha)

5. Price bid: Part –II i.e. Price Bid of the tenderers, whose Techno Commercial bid are found acceptable , shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalisation of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers. Note: - (Bids received after 3.30 P.M. but before opening at 4.30 P.M. can be accepted & opened, but bids received after 4.30 P.M. will be rejected.)

6. Pre-bid consultation:

The tenderers are free to join pre bid consultation to be held on **30/03/2017 at 3.00P.M.** in the office of the Business Head for clarifying doubt/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought are needed solely at the discretion of BSLC.

7.The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.

8. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained. The company may split the contract into two in the ratio of 60 : 40 at L1 rate to L1 & L2 bidders.

9. The validity of the offer shall be up to **31st March 2020**

10. Interested Parties are advised to visit the site with Sr. Manager (Mines) and familiarize themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.

11. Bidders are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - III.

12. Each Tender paper of Tender documents should be signed by tenderer with seal and submitted with Techno- commercial bid.

THE BISRA STONE LIME COMPANY LIMITED

BUSINESS HEAD

CHAPTER-II

1. SCOPE OF WORK

Supply of explosives and accessories for BSLC Mines, Birmitrapur for the Fin. Year 2017-18 to 2019-20(3 Fin.Years) as per the technical description given below:

a) Technical Description:

SL.No.	Item Description	Class & Division	Make	Qty. Req. For 03 years
	For Mines Blasting			
1	Explosive, small dia Cartridge 25mm dia	II and 0	Any make having registration and approval from PESO	6.0 MT
2	Explosive, Large dia 83mm, Primer Cartridge /Boosters Cartridge	II and 0		900 MT
3	Electric Detonator (Al. Wire lead of 1.8 mtrs length)	VI and III		100000
4	Non Electric Delay Detonators (different delay timings) from 5-10 mtrs length	VI and III		No's 200000 No's

N.B: As per production planning the above quantity may be increased /decreased.

b) EXECUTION OF SUPPLY:

The above supplies have to be made as per delivery schedule or as and when required to be intimated separately or as per receiving date mentioned in the indent (Form RE-11).

c) LOT DESPATCH/INDENT QUANTITY:-

Our Indent quantity shall be within the following ranges and accordingly dispatch should be made by you.

- i) Explosive: 1 MT to 2.7 MT
- ii) Electric Detonator: 5000 Nos to 60000 Nos
- iii) Nonel - 2000 to 10000Nos

d) **FREQUENCY OF SUPPLY:** You're Vehicle/ Explosive Van should be available at your end for supplying 9-10 loads for us in a calendar month.

e) **COMPOSITE PRICE OFFER:** For material indicated in Sl. No. 1 & 2 the agency will be selected on composite price offer basis inclusive of all charges excluding ED, VAT ,CST & ET.

f) **INDIVIDUAL PRICE OFFER:** For Sl. No. 3 & 4 the agency will be selected on Individual price offer basis inclusive of all charges excluding ED,VAT ,CST & ET.

2. CONTRACT PERIOD:

The above procurement i.e. supply is up to **31st March 2020**.

3. ELIGIBILITY CRITERIA:

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the following documentary evidence with the techno-commercial bid.

3.1) The agency must have 3 years experience of supply of same type of explosives during last 5 years to any PSU/any other company. The agency has to produce experience certificate in support of supplies for a minimum contract value of rupees 1.00 Crore (One Crore) per annum.

3.2) Valid Dealership Certificate must be produced in case of Dealer.

3.3) Start-up MSEs enterprises are given relaxation in Turnover and Prior experience.

3.4. The average financial annual turn over is Rs 1(one) Crore during last 3 years ending 31.03.2016. Copy of Balance Sheet & P/L Account, Income Tax return to be enclosed in support of annual turn over.

3.5) VAT clearance certificate must be produced.

3.6) TIN No. and CST No. must be indicated.

3.7) Copy of the PAN card and income tax return for last three years signed by Chartered accountant is to be enclosed.

3.8) An under taking, in company /firm's letter head is required regarding that the party has not been debarred/blacklisted by any PSU and BSLC at any point of time.

3.9) A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and conditions of the tender as per undertaking format attached as per annexure – I.

(Note: Submission of any forged documents will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the supplier, if awarded.)

4. The explosives & detonators shall be supplied with a minimum balance self-life of six (6) months & twelve (12) months respectively as per the date printed on the packaging of the manufacturer.

5. GUARANTEE:

Guarantee in regards to trouble free use of supplied Explosives (Class II and Division 0) for a period of 06- months & Detonators (Class VI and Division III) for a period of 12 months from the date of Supply. Free replacement will be carried out by the tenderer for premature failure of items during the guarantee period.

6. TAX DEDUCTED AT SOURCE:

TDS as applicable shall be deducted at the prescribed rate from the gross value of bill. .

7. PRICE BID:-

Bidders are requested to quote their price for supply of explosive at BSLC mines Office in the given price bid format at Annexure-II.

8. EVALUATION OF THE TENDERS:

(i) The Part-1 Techno commercial bid: Parties who will fulfill all requisite conditions of eligibility clause of chapter-II of this document will be considered as technically qualified and may be considered for opening of Part-II Price Bid.

(ii) L-1 bidder will be selected on the basis of lowest composite rate quoted for Item No-1&2 and item No 3&4 separately in the price bid.

9. AWARD OF CONTRACT:

9.1) The Company reserves the right to accept or reject any or all tenders or distributes the work/supply amongst different tenderers without assigning any reason thereof.

9.2) Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reasons whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, damages, charges, expenses incidental thereto or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

9.3) BSLC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

9.4) Normally, the lowest offer in total value shall be the basis of awarding the contract. However BSLC can split & award the work to more than one agency in the ratio of 60:40 subject to the second or subsequent lowest bidders(L2,L3,L4) matching the L1 price. Option to match L1 price will be solicited from second & subsequent lowest bidders in order of preference. BSLC also reserves the right not to accept the lowest offer and divide the work amongst different tenderers.

10. SUBMISSION OF BILL & PAYMENT:-

- a) The tenderer shall raise the bills in triplicate quoting the Purchase Order no. and date therein for the supplies made by you.
- b) The bill shall be submitted to the Stores Department along with valid challan. This will be forwarded to the Mining department for certification. After certification the bill will be forwarded to the Finance department for payment.
- c) Payment shall be made within 30 days of receipt of Material, Tax Invoice & submission of Inspection Report by the Indentor & Site Incharge Jointly after deduction as per statute/tender conditions.
- d) Payment shall be made through RTGS/NEFT/CBS/e-payment basis only.

11. PENALTY

Penalty @ Rs 500/- for each day of delay beyond receiving date as mentioned in RE- 11 as would be stated in the delivery schedule shall be imposed and recovered from your bills up to a maximum amount of 5% of the ordered value. If the blasting is failed due to poor quality of explosives material used, then **3 times of cost of explosive** material used for the same blasting purpose shall be deducted as penalty from your bill.

Business Head

CHAPTER-III

GENERAL CONDITIONS

1. DEFINITIONS:

1.1) **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.

1.2) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC.

1.3) **Name of the Tender:** Name of the Tender means the work to be performed by the tenderer.

1.4) **Techno-commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.

1.5) **Scheduled Rate:** Scheduled Rate means the rate (inclusive all taxes & duties) quoted by the tenderer in the prescribed format for various activities to be performed by the bidder/contractor.

1.6) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.

1.7) **Contractor:** Contractor means the person or society, firm, company whose tender has been accepted by the BSLC.

1.8) **BSLC:** BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office at AG104, SOURAV ABASAN, SECTOR II, SALT LAKE CITY, KOLKATA - 700 091.

1.9) **Employer:** Employer means BSLC

1.10) **Competent Authority:** - Competent Authority means MD or any designated officer by the MD.

1.11) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, Value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from time to time.

1.12) **Lowest Offer:** The price in total found to be lowest shall be the lowest offer (L1).

1.13) **Rate Contract:** Rate Contract means to carry out the whole job of supplies as per scope of work in agreed cost within the specified period.

2. SUBMISSION OF TENDER:

The Tender document shall be submitted in two parts i.e. Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details super-scribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bids shall be kept in another sealed envelope superscripting the Tender Enquiry No.& date and be dropped in the Tender Box kept in Conference Hall at General Office, at BSL Mines, Birmitrapur. **up to 3.30 P.M on Dt07/04/2017.**

3. OPENING OF TENDER:

The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at **4:30 P.M** on **Dt 07/04/2017** in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmitrapur, Sundargarh (Odisha). The date of opening of price bid shall be intimated to the tenderer whose techno-commercial bids are found acceptable.

4. SIGNING OF AGREEMENT AND EXECUTION OF SUPPLY.

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 5 days and start the supplies within 15 days from the date of issuance of LOI. In case the tenderer declines to sign the agreement or to take up the work within stipulated time, penalty will be recovered from the bidder/contractor as per tender term.

5. RESPONSIBILITIES OF THE AGENCY:

5.1) The supply order is to be accepted by the tenderer within 5 days of communication of the same.

5.2) The tenderer will execute the supplies as stipulated in the tender document.

5.3) The agency shall have to make his own arrangements for travelling, boarding, lodging etc to the site.

5.4) The job can not be subcontracted in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.

5.5) The tenderer will comply the direction of Business Head or his authorized representative from time to time.

6. PACKING AND FORWARDING:

All care should be taken for proper packing and supply of material in good condition to our company's works and the cost so incurred will be borne by the tenderer.

7. TRANSIT INSURANCE:

To be arranged by the tenderer at his own cost.

8. ESCALATION: No escalation in rate in any form will be entertained during the tenure of the Rate Contract. However in case of increase in taxes, duties & govt. levies then the same will be considered for payment subject to claim & production of documentary evidence.

9. EXIT CLAUSE:

The order can be cancelled by either party by giving 30 days notice in writing.

10. INSPECTIONS :

Inspection will be offered at our works/site before acceptance/ services rendered by the site in charge.

11. REJECTION :

Non standard materials supplies which do not meet our specification/standard/make approved by PESO (Petroleum & Explosives Safety Organisation) found during inspection is liable to rejection which shall be returned back to you for correct replacement within 7 days or earlier at our discretion & the cost involvement will be charged to suppliers account. For rejection material no payment will be made.

12. TERMINATION OF THE CONTRACT:

In case of failure to fulfil the contractual terms or if there be any violation of any contractual/statutory provisions, contract may be terminated by giving 30 days notice in writing invoking Risk & Cost Purchase clause as per the tender.

13. RISK PURCHASE:

In the event of failure to fulfill the contractual terms for execution of work/supply order as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from you any additional cost involved therein.

14. SPECIAL CONDITIONS:

The Tenderer shall get fully informed/appraised himself of all local conditions and factors which may have any effect on execution of supplies covered under the tender document and specification, BSLC shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract or may be entertained by BSLC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by BSLC which are based on the lack of clear information. An undertaking in this regard in writing must be submitted by the respective bidders.

15. OTHER CONDITIONS:

15.1. For any additional supplies not mentioned in this tender shall be carried out by the same tenderer in the same contract on mutually agreed terms and conditions to be made in writing, if required.

15.2. It shall be the responsibility of the tenderer to keep confidential all technical information relating directly or indirectly to the work either disclosed to the tenderer by & /or on behalf of BSLC or acquired by the tenderer during the course of performance of the contract. The tenderer shall not disclose such information to anybody/party without the prior written permission of BSLC. Any contravention of the provisions of this clause will tantamount to breach of the contract.

15.3. With regard to the execution of the order the agency will abide by the direction of the Sr.Manager (Mines) or his authorised representative of BSLC.

15.4. The Agency will be responsible for payment of compensation to its employees or others caused due to any accident/ incident/litigation by its employees/equipments/vehicles and the same shall be reported to Sr. Manager (Mines)/Manager (P&A) immediately. Compensation owing to an accident/ litigation occasioned during or in connection with the above work shall be to the account of the tenderer and the company reserves the right to recover the same by way of deduction from the bills in case BSLC is made to pay such compensation if any.

15.5. The Management reserves the right to make addition and alteration in the terms and conditions as stated herein at the time of signing the agreement, if necessary.

15.6. No part of the work shall be subcontracted without the written approval of the undersigned.

15.7. The instructions will be the integral part of the tender document.

16. ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/purchase/work order shall be referred to the Managing Director of the BSLC Ltd., AG 104, Sourav Abasan, Sector -II, Salt Lake City, Kolkata -700091 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the tenderer and the company. The arbitration shall be carried out as per Arbitration Act and Rule made there under as amended from time to time.

17. MODIFICATION OF CONTRACT:

No modification and alteration of the contract/agreement is allowed during the tenure of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the MD, BSLC.

18. FORCE MAJEURE CLAUSE:

Time being the essence of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control then provide notice of happenings of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfilment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

19. COUNTER OFFER:

Any offer of the contractor which deviates from the terms & conditions stipulated in Chapter-II(Terms and conditions) and Chapter-III(General conditions) of the tender will be treated as counter offer and will be summarily rejected.

Business Head

THE B.S.L. CO. LTD. BIRMITRAPUR
PART-1-TECHNO-COMMERCIAL BID

ENQUIRY No: LQ/RC/45/001

Date: 16/03/2017

- 1) Full Name of the Bidder _____
- 2 a) Address _____

- b) Phone No/Mobile No.: _____
- c) Fax No. _____
- d) E. Mail address _____
- 3) Status of the Bidder ((Manufacturer/ Dealer/
/Consignment agent) _____
- 4) Certificate of licence to be attached _____
- 5) Experience certificate from reputed
Organisations to be attached _____
- 6) Copy of the authorisation in favour of the bidder _____
- 7) VAT No (Photo copy of VAT
Clearance certificate to be enclosed) _____
- 8) CST No. (Photo copy of Sales tax
Clearance certificate to be enclosed) _____
- 9) Income Tax PAN No. _____
(Copy of PAN Card to be attached)
- 10) Details of PESO Registration No. _____
(Photo Copy of Regd..PESO Certificate/
Approval /Documents to be attached)
- 11) Whether the bidder is an employee or
Any relative is working in BSLC. Please
Mention the name designation & dept.
of self or such relative. _____

12. CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide tender notice no Ref No:-LQ/RC/45/001 Dt.16/03/2017 I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the supply order as stipulated in the Tender Notice. It is certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by BSLC Ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid up to 31st March'2020.

SIGNATURE OF THE TENDERER
WITH SEAL

I/We confirm that the above mentioned rate for the materials as described above shall be kept firm during the tenure of the tender in accordance with the various provision of the tender document.

SIGNATURE OF THE TENDERER
WITH SEAL

THE B.S.L.CO.LTD, BIRMITRAPUR
TENDER ENQUIRY NO:LQ/RC/45/001 Dt.16/03/2017.

PART-II -PRICE BID

Sub: supply of explosives and accessories for BSLC Mines at Birmitrapur for the Fin. Year 2017-18 to 2019-20.
(for Composite Price Offer)

Explosive

Item No.	Items Description	Rate/Unit(including all charges)(in Rs.) (in figure) i.e; exclusive of ED,VAT,CST & ET.	Rate/Unit(including all charges)(in Rs.) (in word) i.e; exclusive of ED,VAT,CST & ET.
1	Explosive small dia (25mm)		
2	Explosive large dia (83mm)		
Total			

Detonator

Item No.	Items Description	Rate/Unit(including all charges)(in Rs.) (in figure)i.e; exclusive of ED,VAT,CST & ET.	Rate/Unit(including all charges)(in Rs.) (in word) i.e; exclusive of ED,VAT,CST & ET.
3	Electric Detonator		
4	Non Electric delay detonator		

Note:

ED,VAT, CST & ET will be paid extra as applicable.

In case of any discrepancy arises in price written in figure and word, price in word will prevail.

L-1 Bidder will be selected on the basis of lowest composite rate quoted for item No-1&2 and item No. 3&4 separately in the price bid.

I/We confirm that the above mentioned rate for the materials as described above shall be kept firm during the tenure of the tender in accordance with the various provision of the tender document.

SIGNATURE OF THE TENDERER
WITH SEAL

(Annexure –III)

UNDERTAKING

To
The Business head;
The Bisra Stone Lime Company Limited,
Birmitrapur,
Sundargarh. (Odisha)

Sub Supply of Explosives and accessories for BSLC Mines at Birmitrapur for the Fin. Year 2017-18 to 2019-20.

Ref: LQ/RC/45/001

Dated: 16/03/2017.

Dear Sir,

In response to the tender enquiry invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the supplies as per schedule stipulated in the Tender Notice. We have understood fully all the local conditions and factors for execution of supplies.

I/We further agree to sign and execute all agreements/bonds as may be required by BSLC to abide by the general conditions and other conditions of the contract and to carry out the supplies as per tender specifications.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by BSLC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer with Seal

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

(iii) Part-II Price Bid

