

# THE BISRA STONE LIME COMPANY LIMITED

(A GOVT OF INDIA ENTERPRISE)

<b>REGD. OFFICE:</b> AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, PHONE: 033-40169200, FAX:033-4016-9267 E Mail- info.birdgroup@nic.in	<b>MINES OFFICE:</b> AT/PO-BIRMITRAPUR, DIST-SUNDARGARH, ODISHA - 770033. PHONE-0661-2610205/270 FAX:-0661-2610270 E Mail:-bslcoltd@rediffmail.com
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## TENDER DOCUMENT

### FOR

**“OPEN SALE OF OFF GRADE DOLOMITE/REJECTED LIMESTONE  
BOULDER & CHIPS FROM BSLC MINES AT BIRMITRAPUR, IN THE  
DISTRICT OF SUNDERGARH, ODISHA”**

**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/Job No-01 Dated:  
09/03/2016**

Name of Tenderer \_\_\_\_\_

Address of Tenderer \_\_\_\_\_

Mobile Number \_\_\_\_\_

(PRICE OF THE TENDER DOCUMENT RS. 525/-

(RUPEES FIVE HUNDRED TWENTY FIVE INCLUSIVE OVAT)

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## CHAPTER-I

### NOTICE INVITING TENDER

**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/JOB NO-01 Dated: 09/03/2016.**

- 1 Sealed tenders in two parts (Part-I:Techno-commercial bid and Part-II: Price Bid) are invited through open mode of tendering from interested agencies for purchase of about 6 lakh MT of off grade Dolomite/rejected Limestone Boulder & chips by semi mechanized means for road construction only inside the state of Odisha upto 31.03.2017 from the earmarked area/stack (Patpahar/Gurpahar area) of The Bisra Stone Lime Company Limited (BSLC) mines , Birmitrapur, in the district of Sundergarh, Odisha on AS IS WHERE IS BASIS. BSLC has applied to the Government of Odisha for allowing BSLC to sale the off grade Dolomite/rejected Limestone Boulder & chips for civil construction also but the approval is yet to be received. On receipt of approval from Government of Odisha, the same will be allowed to the bidders accordingly.

### **2 BIDDING PROCESS SCHEDULE**

<b>A.</b>	Bid Enquiry No.	Tender Notice No:- BSLC/COM/2016-17/JOB NO-01 Dated: 09/03/2016
<b>B.</b>	Item Description	Open Sale/Contract Of off grade Dolomite/rejected Limestone Boulder & chips From BSLC Mines Near Birmitrapur, In The District Of Sundergarh, Odisha. Specifications-Cao- Below 35%, Mgo- Above 4%, Sio2- Above 18%
<b>C.</b>	Cost Of Bid Document(Non Refundable, Non Transferable And Not Exempted)	Rs 525 (Five Hundred Twenty Five Rupees Only) in the form and manner as described in bidding documents.
<b>D.</b>	Sale /Downloading Of Bidding Documents	W.E.F.10/03/2016 TO 28/03/2016

<b>E.</b>	Place & Time Of Pre Bid Consultation.	23/03/2016 At 3.00 Pm In The conference hall of BSLC, Birmitrapur
<b>F.</b>	Due Date & Time Of Submission Of Bid	29/03/2016 at 3.00pm
<b>G.</b>	Place Of Submission Of Bid	The conference hall of The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundergarh,Odisha-770033
<b>H.</b>	Opening Of Tender	3.30 Pm of 29/03/2016
<b>I.</b>	Earnest Money Deposit	Rs 1,00,000 (One Lakh Only) The Amount Of Earnest Money Shall Be Deposited By Way Of Bankers Cheque / Demand Draft / Pay Order in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela. The Central Public Sector Enterprises (CPSEs) under Government of India or State Public Sector Enterprises or MSME units are Exempted from Submission Of EMD/Bid Security on production of valid documentary evidence in this regard.
<b>J.</b>	Validity Of Bid	Three Months From the Last date of Submission of Bid.

### 3. TENDERING PROCESS

Sealed tenders in open mode in prescribed format in two parts (Part-1: Techno Commercial Bid and Part-II: Price Bid) are invited from interested agencies for purchase of off grade material on AS IS WHERE IS BASIS from the mines of The Bisra Stone Lime Company Limited at Birmitrapur.

### 4. TENDER DOCUMENT

**4.1.** complete set of tender documents may be purchased by interested agencies from the office of the Dy. Manager (Finance), The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundergarh, ODISHA, Ph.0661-26100202/270 on payment of Rs.525/- (Indian Rupees Five Hundred Twenty Five only). Bidding Document will be available for sale on all working days from against payment by way of Demand Draft, Pay Order or Banker's Cheque in favour of "The Bisra Stone Lime Company Ltd." payable at par at Birmitrapur/Rourkela).

**4.2.** No other mode of payment will be acceptable.

**4.3.** The cost of tender document(s) will not be refunded under any circumstances.

**4.4.** Entire Bidding documents are available on the BSLC website i.e. **www.birdgroup.gov.in** & CPP Portal (<http://eprocure.gov.in/epublish/app>). The prospective Bidders can

download the documents for the purpose of preparation & submission of their Bids.

- 4.5. The Bidder shall download the “Bidding Document” available on the website in totality. **It will be presumed that the Bidder has gone through the entire Bidding Document alongwith the corrigendum available on the website, which shall be binding on the Bidder.**
- 4.6. In case a Bidder downloads the Bidding Document from BSLC website ([www.birdgroup.gov.in](http://www.birdgroup.gov.in)), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For bidders downloading from BSLC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker’s Cheque drawn in favour of “The Bisra Stone Lime Company Ltd.” and payable at par at Birmitrapur/Rourkela.
- 4.7. In case of downloaded tender, the bidder has also to submit an undertaking on their letter head that no amendment has been made in the tender document downloaded from company’s website, at the time of submission of the tender document.
- 4.8. Interested bidders may obtain further information from the office of the Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundergarh, Odisha, Ph.0661-2610205/2610202/2610270, FAX No-0661-2610270
- 4.9. ***Any amendment issued prior to submission of Bids would be put on the BSLC website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid.***
- 4.10. Tender document will be issued free of cost to Small scale industries registered under NSIC, provided request for the same is received in time with a copy of valid certificate of registration and citing the relevant provisions of the Act. The self attested NSIC copies with seal and date shall only be accepted. However, the bidders are informed that they can only download the tender document from the website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) or CPP Portal (<http://eprocure.gov.in/epublish/app>) and such eligible bidders need not enclose the cost of tender documents.

## **5. PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 23/03/2016 at 3.00 PM in the office of the Business Head, BSLC, Birmitrapur for clarifying doubts/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 the Company. Amendments so made will be published on the Company’s website before the opening of the bid and will not be intimated individually.

Eligibility criteria & other terms and conditions are given in our Tender document. Please visit our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) or CPP Portal

<http://eprocure.gov.in/epublish/app>) or contact in the address of the company as given above.

Entire Bidding documents are available on the BSLC website i.e. [www.birdgroup.gov.in](http://www.birdgroup.gov.in) & CPP Portal (<http://eprocure.gov.in/epublish/app>). The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**  
(A GOVT OF INDIA ENTERPRISE)

**CHAPTER-II**  
**DETAILED NOTICE INVITING TENDER**

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**CHAPTER-II**

**DETAILED NOTICE INVITING TENDER**

**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/JOB NO-01 Dated:**  
09/03/2016

**1. SCOPE OF WORK**

- 1.1 The Bisra Stone Lime Company Limited (BSLC) intends to sell about 6 lakh MT of off grade Dolomite/rejected Limestone Boulder & chips for a period upto 31.03.2017 by floating open tender from the earmarked area/stack (Patpahar/Gurpahar area) of BSLC mines, Birmitrapur, in the district of Sundergarh, Odisha on AS IS WHERE IS BASIS by semi-mechanized means for road construction only inside the state of Odisha. Lifting of materials by semi-mechanised means will be subject to all compliances related to labour.
- 1.2 The specifications of the products offered for shall be as follows: CaO- Below 35%, MgO- Above 4%, SiO<sub>2</sub>- Above 18%.
- 1.3 The bidder will purchase the Minor Minerals on AS IS WHERE IS BASIS by semi mechanized means from the earmarked area/stack shown (Patpahar/Gurpahar area) by authorised person of Business Head/CEO, BSLC for lifting the material from the mines.
- 1.4 The tenderer has to purchase/lift a minimum quantity of 1000 MT per month.
- 1.5 The lifting of materials will be done by semi mechanical means at the cost & risk of tenderer.
- 1.6 Sizing will not be allowed within the Lease hold area of BSLC.
- 1.7 The materials are to be lifted and transported by road only.
- 1.8 The bidder will make own arrangement for lifting and transporting of materials from specified stock of BSLC mines.

- 1.9 The bidder will abide by the rules/procedures/instructions framed/communicated for lifting & transporting of minor minerals by Government, Government departments and BSLC.
- 1.10 The lifting of minerals of permitted quantity must be completed within the scheduled time and no extension of time will be allowed in normal circumstances.
- 1.11 The materials are to be purchased on advance payment of material value including taxes & duties only.
- 1.12 The materials shall be utilized for road construction only inside the state of Odisha.
- 1.13 The Tenderer/end user will undertake that the minerals so permitted to be used as OFF GRADE MATERIAL by end users and not to be used as major minerals.

**N.B-** If at any point of time it is found that the materials have been used for any other purposes or outside Odisha and if any penalty is levied by Government or any Government authority/agency then the cost including penalty, if any, shall be recovered from the tenderer/bidders

## **2. TECHNO-COMMERCIAL BID**

The Part-I “Techno-Commercial Bid” should contain the following:

- 2.1. The Techno commercial bid must be filled up as per the Proforma given in Annexure-I.
- 2.2. One complete tender document as issued along with offer duly filled in, signed and stamped on each page by the tenderer/authorised representative of the tenderer as prescribed in different clauses of the tender documents in token of the acceptance of the terms and conditions of this tender.
- 2.3. Duly signed and sealed Annexure in letter head pad.
- 2.4. Earnest Money Deposit of Rs 1,00,000 or request letter for adjustment duly confirmed by Dy.Manager (Finance) of having the outstanding amount with BSLC.
- 2.5. Power of Attorney in favour of the authorised representative signing the tender.
- 2.6. Self certified Certificate of Incorporation/Memorandum of Association & Articles of Association/Partnership deed as the case may be.
- 2.7. PAN No
- 2.8. Undertaking that no condition is mentioned in Part-II “Price Bid” and confirmation to the effect that the price quoted in Part-II “Price Bid” of the tender will be firm. Even if any condition/(s) is/are mentioned those would be ignored.



- 2.9. Duly certified copies of all such other documents as referred in the tender document.
- 2.10. Tenderer should submit a duly registered Affidavit of undertakings as mentioned in Annexure-III on non-judicial stamp paper of Rs 100(One Hundred Only).
- 2.11. The Part-II “Price Bid” should not be given in the Techno Commercial Bid.

### **3. PART-II “PRICE BID”:**

- 3.1. The “Price Bid” shall be submitted as per the Proforma given in Annexure-II.
- 3.2. The “Price Bid” shall be submitted in one copy.
- 3.3. The rate is to be quoted in Rupee both in figures and in words. In case of any difference in the rate mentioned in figure and in words then the rate mentioned in word will prevail.
- 3.4. The rate is to be quoted per MT
- 3.5. The base price will be Ex-mines exclusive of Royalty, Cess, contribution to District Mineral Foundation Fund @ 30% of the royalty and to National Mineral Exploration Trust (NMIT) @ 2% of royalty, Central Sales Tax/ VAT, Entry Tax and other government levies which shall be borne and paid by the party/agency on actual basis at prevailing rate on the date of despatch/delivery.
- 3.6. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
- 3.7. Any change in rate or levy/charge of new royalty, taxes, duties, levies imposed by Government of Odisha, Government of India, Local Authority, etc shall be to the account of the bidder.
- 3.8. The bidder has to deposit all payments in advance.
- 3.9. While quoting the price under this part, the tenderer shall specifically confirm that the price quoted is for the scope of work detailed in the tender document.
- 3.10.** The price bid shall be valid for three months from the Last date of Submission of Bid.

### **4. ELIGIBILITY CRITERIA**

- 4.1. The Tenderer shall have to submit cost of tender document of Rs. 525/- along with Techno-Commercial bid failing which the bid will be liable to be rejected.
- 4.2. The Tenderer shall have to submit an EMD of Rs.1,00,000/- along with Techno-Commercial bid failing which the bid will be liable to be rejected.
- 4.3. Latest VAT/ Sales Tax Clearance Certificate.
- 4.4. An affidavit as mentioned in Annexure-III is to be submitted.
- 4.5. Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited] The tenderer shall enclose an affidavit (duly registered) in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)

- 4.6. Power of Attorney in favour of the authorised representative signing the tender is to be submitted if the documents are signed by any other person.

## **5. EARNEST MONEY DEPOSIT**

- 5.1. The tenderer shall pay Earnest Money of Rs 1,00,000 (One Lakh Rupees) as mentioned in the NIT in the form of crossed Demand Draft/ Bankers Cheque of any nationalised bank in favour of “The Bisra Stone Lime Company Limited” payable at Birmitrapur/Rourkela and attach the same in original with the Techno commercial bid, failing which the bid is liable to be rejected. Cheques, Bonds, Guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards EMD.
- 5.2. No interest shall be paid by the company on the earnest money so deposited by the tenderer.
- 5.3. The Earnest Money of the Tender whose bid is not found to be acceptable on the basis of qualifying criteria and/or on evaluation of their techno-commercial bids will be returned in original at the earliest. The Earnest Money of the tenderer who are technically successful but are not awarded the work shall also be returned in original after issuance of Sale Order to successful tenderer/tenderers.
- 5.4. The earnest money of a tenderer shall be forfeited in the following cases:-
- 5.4.1. If the tenderer withdraws or modifies on its own the offer after submission of the tender within the validity period
- 5.4.2. If it is established that the tenderer has submitted any wrong information/forged document along with the tender or thereafter.
- 5.4.3. If the lifting is not commenced within the prescribed period.
- 5.4.4. If the lifting of minimum quantity is not made.
- 5.4.5. If required for registration with the concerned Statutory Authority and the same is not made or to produce the relevant registers, records, returns, information as desired for verification by Statutory authority /BSLC and if the same is not made.
- 5.5. The Central Public Sector Enterprises (CPSEs) under Government of India or State Public Sector Enterprises or MSME units are exempted from submission of EMD/Bid Security.
- 5.6. Details of EMD i.e. draft number and date should be indicated on the cover of the Envelope.
- 5.7. Cheques, Bonds, Guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards EMD. No interest will be paid on EMD.
- 5.8. EMD of the Successful bidder will be converted into Security Deposit.

## **6. SECURITY DEPOSIT(SD) :**

- 6.1. EMD of the Successful bidder will be converted into Security Deposit.
- 6.2. No interest will be paid on the Security Deposit.
- 6.3. On performance and completion of the Contract in all respects, the Security Deposit(SD) shall be returned to the Bidder on production of certificate from Mines Manager & the Finance Department certifying that:-
  - 6.3.1. No money is payable by the buyer to BSLC;
  - 6.3.2. All statutory dues payable to the State and/or Central Authority has been paid;
  - 6.3.3. All contractual and statutory obligations have been complied with.
- 6.4. If any loss is caused to BSLC due to the bidder or persons engaged by the bidder or equipments engaged by the bidder then the same shall be made good by the bidder at his own expense and in default thereof the authorized representative of Business Head may cause the same to be made good by recovering the expenses from the bidder from any amount deposited with BSLC or adjust the same against the security deposit lying with BSLC. The bidder shall pay to the company on demand any balance remaining due after adjustment of all available balances with BSLC immediately. The loss/expense/damage assessed by authorized representative shall be final and binding on the bidder.

#### **7. ADDENDUM/CORRIGENDUM/MODIFICATION OF CONTRACT:-**

- 7.1. The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to avoid any confusion or for interpretation of any terms and condition of the contract.
- 7.2. Addenda/corrigenda to this tender document may be issued to clarify documents or to reflect modifications in the specifications or contract terms.
- 7.3. Addenda/corrigenda to this tender document, if issued by the company, shall form an integral part of this tender document and must be signed and submitted along with the tender document.

#### **8. RIGHTS OF COMPANY TO ACCEPT OR REJECT TENDER**

The right to accept the tender rests with the company. The Company, however, does not bind itself to accept the highest tender and reserves to itself the right and authority to reject any or all the tenders received without assigning any reason whatsoever.

#### **9. TENDERER TO OBTAIN HIS OWN INFORMATION**

- 9.1 The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender

document is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.

- 9.2 The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the tender document shall not vitiate the tender or release the bidder from executing the work comprised in the contract according to the specifications at the scheduled rates. The participation in the tender implies that the tenderer has visited the site, acquainted himself with the local conditions and aware of the magnitude of work involved. The tenderer is deemed to know the scope, nature and magnitude of work and as to what job he has to do in accordance with the contract documents irrespective of any defect, omission or errors that may be found in the tender documents.

## **10. GENERAL INSTRUCTION FOR FILLING THE TENDER**

- 10.1. All the pages, annexure and documents submitted must be signed and sealed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of tender.
- 10.2. All signatures must be dated
- 10.3. Tenders containing corrections and alternations are liable to be rejected. Any corrections and alternations, if inevitable, in the entries of the tender papers will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 10.4. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 10.5. The bids should be made in English only.
- 10.6. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenders, who resort to canvassing, will be liable to rejection.
- 10.7. The company takes no responsibility for delay, loss or non receipt of tenders sent through post/courier service. Offers through Telegraph/FAX/E-mail/Telex shall not be accepted.
- 10.8. Transfer of tender documents by one intending tenderer to another is prohibited.

## **11. OTHER TERMS & CONDITIONS**

- 11.1. The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in the web site are final. On verification, at any time, whether the Tenderer is successful or not, if any of the documents submitted by the Tenderer including the documents downloaded from our website/ issued are found tampered/altered/ incomplete, they are liable for actions like

- rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the Company.
- 11.2. It will be presumed that the Tenderers have gone through the entire tender document along with the corrigendum available in web site which shall be binding on them.
  - 11.3. The tenderer shall download the “Tender Document” available on the web site in totality and submit the same duly signed on each page in Envelope – I & II.
  - 11.4. If it comes to the notice of BSLC at any stage that any of the certificates/ documents submitted by bidders are false / fake / doctored, the party will be debarred from participation in all BSLC tenders for a period of 05(Five) years including termination of Contract, if awarded and EMD/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to BSLC any loss or damage suffered by BSLC resulting from such termination. Contracts in operation anywhere in BSLC will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc., Decision of BSLC Management will be final and binding
  - 11.5. Successful Tenderer should be in a position to produce, after opening of the Techno commercial Bids, the Original Certificates in support of the attested copies of relevant documents submitted along with Tender Document. Failure to produce the original certificates at this stage in support of the attested copies of any documents submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in BSLC’s future tenders.
  - 11.6. Tender Documents can be obtained by the tenderers on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, BSLC will not be responsible for any delay/loss/any web site related problems in downloading the tender documents etc.
  - 11.7. BSLC reserves the right to
    - 11.7.1. Issue or Refuse tender documents or cancel the Tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses, incidental thereto or incurred thereon by him in connection with the preparation of tender.
    - 11.7.2. Split and award the work to more than one agency subject to the second or subsequent highest bidder(s) (H-2, H3, H4,...) matching the highest bidder’s (H-1) price and balance quantity left for sale after meeting the requirement of H-1 bidder. Option to match H1 Price will be solicited from second and subsequent highest bidder(s) in order of preference.
    - 11.7.3. Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of tender documents thereupon
  - 11.8. One representative shall represent one firm only for collection of tender document.
  - 11.9. BSLC will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.

- 11.10. If a Tenderer submits more than one Tender, then all the Tenders submitted by the said Tenderer shall be rejected.
- 11.11. The Tenderer shall furnish complete details of documents and information in prescribed format and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the tenderer getting disqualified.
- 11.12. Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date (TOD) is extended/ postponed. Tenderers desirous to modify their offer/ terms may submit their revised/ supplementary offer(s) within the extended TOD. The employer reserves the right to open the original offer along with revised offer(s).
- 11.13. BSLC reserves the right to check the authenticity of the documents/certificates submitted, and /or verify performance of the tenderers in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of the tenderer is liable for rejection.
- 11.14. BSLC shall not entertain any revised price/revision in price basing on the technical discussions unless BSLC itself changes specifications/scope when compared to Tender Specifications/Scope, which calls for revision in the Estimate.
- 11.15. BSLC reserves the right to open original price bids, if felt necessary, in case the tenderer is allowed to submit revised price bid.
- 11.16. Tenderer shall necessarily indicate the details of contact Fax no. and e-Mail ID (active) in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the tenderer.
- 11.17. The tenderer shall submit Bank Account details as per the format given at Annexure-IV, duly signed along with his offer in Envelope-I for enabling BSLC to refund of EMD/SD etc.
- 11.18. BSLC after opening of tender/bid document may seek in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the tenderers/bidders or issuing authority for confirmation of eligible/pre-qualifications stipulated in the NIT.
- 11.19. At any time prior to the deadline for submission of the bids, BSLC may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on BSLC/BIRD GROUP's website at regular intervals. No communication in this regard shall be made individually to the prospective bidders/ bidders.

## **12. EVALUATION OF THE BIDS:**

- 12.1. The techno commercial bids of the tenders meeting the qualification criteria as mentioned in the tender document will be evaluated from all aspects. BSLC management reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno commercial bid and the information that may otherwise be available to and/or gathered by BSLC. The decision of BSLC as to which tenderer is capable & competent shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 12.2. The tenderer shall be prepared to furnish clarification/information and attend discussion/negotiation as required by the company from time to time.
- 12.3. Price Bid(Part-II) of the tender will be opened only of techno commercially acceptable/qualified tenders. Such short listed tenderers will be informed about the date and time of opening of the price bids.
- 12.4. The bids will be evaluated on the basis of price quoted and terms & conditions of the tender document.
- 12.5. In the event the company do not find the highest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited.
- 12.6. Tenderers, who qualify the Techno-Commercial cum qualifying bid on fulfilling the criteria fixed in the Eligibility Criteria, will be eligible for opening of their respective price bid.
- 12.7. The price bids of the qualified parties will be opened in presence of the eligible parties at the Office of CEO/Business Head, BSLC, Birmitrapur.
- 12.8. The H1 price will be determined on the basis of highest rate per MT quoted by the bidder for Off Grade Limestone Material Ex. BSLC mines, exclusive of Royalty, Cess, Sales Tax, Entry tax and other government levies.
- 12.9. The decision about H1 bidder made by the Company will be final & binding on all parties/bidder.
- 12.10. Off Grade Limestone Material shall be offered to the H-1 Bidder from the specified location of BSLC. The cost per MT offered by H1 bidder shall be exclusive of loading cost, transportation cost and all taxes. The taxes and levies such as Royalty, Cess, VAT, Entry Tax etc will be payable by the buyer as per applicable rates from time to time.
- 12.11. Split and award the work to more than one agency subject to the second or subsequent highest bidder(s) (H-2, H3, H4,...) matching the highest bidder's (H-1) price and balance quantity left for sale after meeting the requirement of H-1 bidder. Option to match H1 Price will be solicited from second and subsequent highest bidder(s).

**Note- The successful bidder has to arrange loading of materials on its own from the designated area.**

### **13. REFUSAL/FAILURE**

In the event of the tenderer, after the issue of communication of acceptance of tender by the Company, fails/refuses to execute the work/lift the material the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of contract, and in such an event the company shall have full right to claim damages thereof in addition to the forfeiture of Earnest Money deposited.

- 14. CONTRACT PERIOD:** The period for sell of Off Grade Rejected Limestone Material shall be upto 31.03.2017.

### **15. AWARD OF CONTRACT:**

- 15.1. BSLC reserves the right to accept or reject any or all tenders or distributes/split the quantity amongst different tenderers without assigning any reason thereof.
- 15.2. 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 reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- 15.3. The sale of quantity will be made to H-1 bidder on acceptance of its rate to management. Other bidders like H-2, H-3 and so on will be allowed to lift the balance material, if any, on matching the price of H1.
- 15.4. BSLC also reserves the right not to award tender to H-1 and may cancel the whole tender process without assigning any reason or without any liability to any one, what so ever. In such eventuality Bidders will have no claim against the BSLC what so ever.
- 15.5. The H-1 bidder will be allowed to lift the quantity asked by him at highest rate first and then next bidder will be allowed to lift the quantity asked by him at H-1 rate and not at his offered rate. If H-2 bidder does not agree to match with highest rate finalised by BSLC, then his offer will not be considered and no claim by him will be entertained and his EMD will be refunded/returned. This procedure will be followed till exhaustion of offered quantity or validity period whichever is earlier.

### **16. PENALTY**

- 16.1. If the successful tenderer/buyer does not deposit the material value within 10 days of awarding the sale order, then EMD will be forfeited.
- 16.2. If the successful tenderer/buyer does not lift the materials within the permission period specified by DDM, Rourkela or the period mentioned in the sale order issued by BSLC, then the EMD amount/Security deposit will be forfeited.
- 16.3. In above both cases with quantity tolerance of +/-10%, BSLC may cancel the contract at the risk & cost of the buyer by



forfeiting the security deposit/EMD without prejudice to other legal remedies available and may sale the material to other buyers of the same tender or floating new tenders.

**16.4.** As mentioned **in scope of work**, if the successful bidder failed to lift at least 1,000 MT (+/- 10%) per month, their EMD will be forfeited.

**16.5.** In case of failure to purchase/lift the intended quantity by the bidder as mentioned in Techno-commercial bid S1 no-23 within the specified period i.e. 31.03.2017, the entire Security Deposit/EMD of the bidder will be forfeited.

**17. TERMS OF PAYMENT**

The tenderer will have to pay 100 % advance of the quantity intended to lift before making application for obtaining permission for lifting from DDM, Rourkela. Such charges amongst others will include the following:-

- (i) Material value;
- (ii) Royalty;
- (iii) District Mineral Foundation Fund @ 30% of the Royalty.
- (iv) Welfare Cess;
- (v) User fee
- (vi) VAT,
- (vii) Entry Tax and
- (viii) Any other government levies as may be applicable at the time of delivery;

**NOTE- The application for permission shall not be of less than 1,000 MT at a time.**

**18. MODE OF PAYMENT:**

All payment to BSLC must be through D.D./Bankers Cheque/ Pay Order or any other mode of electronic transfer of fund as approved by the RBI before lifting of the materials.

**19. TAXES AND DUTIES**

The prices determined by the Seller as mentioned in the Price Bid are exclusive of royalty levies, duties, taxes etc. All royalty, levies, cess , duties, taxes or any other statutory duties that will be in force on the date of sale or that may be introduced subsequently, will be payable by the Buyer.

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**  
(A GOVT OF INDIA ENTERPRISE)

**CHAPTER-III**  
**GENERAL TERMS & CONDITIONS**

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**THE BISRA STONE LIME COMPANY LIMITED**  
**[A GOVT OF INDIA ENTERPRISE]**

<b>REGD. OFFICE:</b> AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, PHONE: 033-40169200, FAX:033-4016-9267 E Mail- info.birdgroup@nic.in	<b>MINES OFFICE:</b> AT/PO-BIRMITRAPUR, DIST-SUNDARGARH, ODISHA - 770033. PHONE-0661-2610205/270 FAX:-0661-2610270 E Mail:-bslcoltd@rediffmail.com
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NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/JOB No-01 Dated:  
09/03//2016

**CHAPTER-III**

**GENERAL TERMS & CONDITIONS**

**1. DEFINITION & INTERPRETATIONS**

- a. **Tenderer/Bidder:** Tenderer /Bidder means a person, Society, Partnership Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. **Name of the Tender:** Name of the Tender means the work as appearing in page No. 1.
- d. **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;
- e. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the tenderer;
- f. **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. **Buyer:** Buyer means the person or society, partnership firm, company whose tender has been accepted by the BSIC;
- h. **BSLC:** BSLC means “The Bisra Stone Lime Company Limited”, the Company incorporated in India and having its registered office at Saurav Abasan, 2<sup>nd</sup> Floor, Sector-III, Salt Lake, Kolkata-700 091 and mines office at Biritrapur, District-Sundergarh, Odisha.
- i. **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD;
- j. **Taxes:** Taxes means Income Tax, Surcharge, Cess, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.
- k. **Business Head-**The Business Head shortly known as BH is the unit head of the Bisra Stone Lime Company Limited at Biritrapur.
- l. **Minor Minerals-** Minor Minerals means for all purpose off grade dolomite/rejected limestone boulder & chips.

## **2. VALIDITY OF BID**

Tender submitted by tenderer shall remain valid for acceptance for a period of 3 months from the last date of submission of the tender.

## **3. SUBMISSION OF TENDER**

The bidder shall submit the Tender in 2(two) parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and superscribed with the Tender Notice Number.

The instrument of Earnest Money Deposit & Cost of Tender document are to be put in a separate envelop duly sealed and superscribed with the word “ Earnest Money Deposit & cost of Tender Document”.

All three (3) envelopes containing Part-I, Part-II, Earnest Money & Cost of tender shall be put in a 4rth (fourth) envelope duly sealed, superscribed with Tender Notice No., Name of the Job and addressed to the Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District –Sundargarh, Odisha-770033 by the scheduled date and time as mentioned in the Notice Inviting Tender.

Tender not submitted with cost of tender paper, EMD, Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tender can be submitted either by post, courier service or deposited in the Tender Box in the office of the Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District –Sundargarh, Odisha-770033.

However, BSLC shall not be responsible for delay occurring in postal/courier services resulting in non-submission of the bid document within time.

Tender not received in prescribed format will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tenders will be received up to 3.00 PM 29./03/2016 and will be opened on the same day at 3.30 PM in the presence of bidders or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone.

Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT.

BSLC reserves the right to accept or reject any or all tenders or distributes the work amongst different bidders without assigning any reason thereof.

The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered failing which the tender will be rejected.

#### **4. OPENING OF TENDER**

- 4.1. It may be noted that the tender shall be examined on the basis of documents submitted along with the bid. A tenderer shall be fully responsible for consequences including rejection/cancellation of its tender if the required documents/copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put its signature along with its stamp on each page of the Techno Commercial bid and should also record the date.
- 4.2. The Tender Document shall be opened in the presence of the Tenderer or his authorized representatives who may choose to be present.
- 4.3 The envelope containing Part – I i.e. Techno-Commercial Bid will be opened in the Conference Hall of the General office of The Bisra Stone Lime Company Limited, Birmitrapur in presence of the bidders or their accredited representative on scheduled date and time as mentioned in the NIT.
- 4.3. If the date fixed for opening of tender happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.
- 4.4. Time, date and venue of opening of Price Bid will be intimated to those Tenderer whose offers are found Techno-Commercially acceptable.

#### **5. TRANSPORTATION**

BSLC will supply off grade rejected limestone boulder & chips from the specified area within the BSLC Mining Lease area. Buyer /Bidder will lift the material from the specified area. Arrangement for loading and transportation of material from the specified area shall be made by the buyer at its own cost and risk. All trucks/dumpers to be engaged for transportation of minor mineral must be registered under i3MS Portal of DDM office, Rourkela. If any violation will be noticed, the tenderer will be responsible for it in future for violations of law vide DDM's order No. 1302/Mines dated 20.06.2015.

#### **6. WEIGHMENT**

The material will be weighed at G.O weighbridges (or any other weighbridge in case of breakdown of G.O weighbridge) and the said weighment will be final & binding on both parties. Such weighment shall be basis of invoicing and for payment of royalty, taxes & duties.

## **7. RIGHTS RESERVED**

### **The company reserves the right :**

- 7.1. To accept or reject any or part of any tender or all the tenders without assigning any reason thereof
- 7.2. Not to accept the highest tender or assigning reason for not accepting the highest tender
- 7.3. To increase/decrease the quantum and period of the tender.

## **8. EMPLOYMENT OF MANPOWER AND THEIR CONDUCT:**

- 8.1. The engagement of labour shall be minimum.
- 8.2. The bidder shall be responsible for the proper conduct and behaviour of all the labours and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the bidder shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the company or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such trespassing, bidder shall be responsible thereof and relief the company of all consequent claims or actions for damages or injury or any other grounds , what so ever.
- 8.3. The labours required for execution of the contractual work will be employed by the bidder and the bidder shall be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensation payable under the workmen's compensation Act,1923 in respect thereof. BSLC will not in any manner and at any time or at the termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/managers, etc, to be engaged by the tenderer for the contractual work.
- 8.4. The bidder shall have to make all payments to the workers engaged by it every month latest by 7<sup>th</sup> day of the following month.

## **9. MISCELLANEOUS LIABILITIES**

- 9.1. The bidder shall be responsible for making all arrangements at its cost and expenses for:
  - 9.1.1. Safety and discipline of the labourers/workers/staff employed.
  - 9.1.2. Providing safety boots, safety helmets, dust masks, safety goggles, etc and other protective equipment's as may be/are required under the law and as may be directed by BSLC from time to time, to the labourers/workers/staff etc deployed at work site.
  - 9.1.3. Labour License in case of labour deployed at any time more than 19 nos.
- 9.2. BSLC shall not in any manner be responsible for any or part of the above obligations of the bidder
- 9.3. The entire responsibility on account of accident/damage or personal injury which may occur to BSLC's employees/equipments or bidder's employees/equipments shall be exclusively borne by the bidder and no claim whatsoever shall be entertained by BSLC on this account.

## **10. PROVIDENT FUND**

- 10.1. The bidder shall be wholly responsible for complying with the fulfilments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 10.2. The bidder shall have to get himself registered (if not already registered) with the Regional Provident Commissioner (RPF) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Bidder is required to submit the copy of the PF Registration number from RPF office before starting the work, failing which the contract is liable to be terminated.
- 10.3. The bidder shall remit the PF dues to the Regional Provident Commissioner (RPF) at prescribed rates with all other applicable contributions & charges. The dues must be paid in time. The copy of the paid challans of a month must be produced in the office of Dy. Manager (Finance), Finance department, BSLC, Birmatrapur in the next month for record.
- 10.4. Alternatively, if the intimation of remittance of PF dues is not received by BSLC every month then CEO may authorise Personnel Department/Finance department to recover the same at applicable rates.

## **11. ASSIGNMENT & ADDITIONAL CONTRACTS**

The bidder shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of CEO, BSLC. If done by the bidder then the bidder shall be responsible for all acts, defaults and neglects of agency/employee fully as if those are the bidder's own acts.

## **12. ROUTINE COORDINATION**

The bidder shall intimate to the Mines Manager of BSLC, the name of one or more representatives/authorised to act on its behalf, for day to day working under the contract. It shall be duty of those representatives to remain in touch with the officer of BSLC to obtain instructions about their working.

## **13. STATUTORY OBLIGATIONS**

- 13.1. The bidders shall supply the safety equipment, maintain 'B' register and undergone IME of the workers engaged in work with MVT at BSLC's MVTC. The bidders shall lift the materials "as is where is basis" allotted by the BSLC's officials maintaining the safety height without any under cut as per the guide line of DGMS. The bidder shall not be entitled to any claim or damages or damages that may arise out of imposition of the aforesaid terms & conditions by such statutory authorities.
- 13.2. The bidder shall comply with all statutory obligations including the provisions of the Mines Act, Labour Laws, Payment of Wages Act, Minimum Wages Act, Provident Fund Act, Gratuity & Bonus Acts, Workmen's compensation Act, Contract Labour (Regulation &

Abolition) Act, 1970 or any other act or acts or laws or rules with statutory modifications thereof as are in force or as may be applicable during the currency of this contract. The bidder shall be responsible to submit/file all or any returns that may be necessary and/or required to be furnished by the company or by the bidder to the State or Central Government or any other Government authorities or local authority or body.

- 13.3. The bidder in whose favour the tender is awarded shall be required to furnish necessary information under Contract Labour (Regulation & Abolition) Act, 1970, Mines Act and Rules & Regulations made thereunder to the executive of BSLC authorised by BSLC for the above purpose. The bidder shall obtain license under the above act/s.
- 13.4. The bidder, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various acts, statutes, Rules, Regulations, instructions, judgements, decisions, as existing and/or may be applicable in respect of the Mines during the period of this contract. If due to failure of the bidder to comply with any or all its obligations stipulated herein or elsewhere in these terms and conditions, any liability devolves on BSLC, then the bidder shall be liable to meet and pay such liability and all costs, expenses, charges, risks, etc shall be recovered immediately from the security deposit or any amount of bidder lying with BSLC. Non compliance of this clause by the bidder will also constitute a breach of agreement/sale order/Delivery Order on the part of the bidder.

#### **14. COMPANY (BSLC) NOT LIABLE TO PAY COMPENSATION**

- 14.1. The bidder shall have no claim against Company i.e. BSLC for any business loss, idle charges compensation upon failure, delay, omission, etc on the part of the BSLC to carry out any or all the provisions of the contract for any reason whatsoever. BSLC's decision to the matter shall be final and binding in the bidder.
- 14.2. The bidder have no claim whatsoever against the company if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the Company or for security or for any other reason/s. The company's decision in this regard shall be final and binding on the bidder.
- 14.3. If at any time after the commencement of the work the company shall for any reason or whatsoever required not to do the work or part thereof as specified, to be carried out, the Mines Manager shall give notice in writing of the fact to the bidder, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantages which he might have derived from the execution of the work in full but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.
- 14.4. Any modification of the contract required after the same is signed shall be made in writing with mutual consent of both the parties and



shall be signed by them. Such amendment shall be deemed as part of the agreement.

## **15. LIABILITY FOR ACCIDENT TO PERSONS**

15.1. Besides the liabilities of the bidder under the “Workmen’ Compensation Act”, Fatal Accident, M.V.Act, “Mines Act” the following shall also apply to the bidder.

15.1.1. On the occurrence of any accident resulting in death or bodily injury to a workmen employees by the bidder, the bidder shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the Mines Manager the fact of such accident in addition to the Mines Manager. The bidder shall indemnify the Company, against all claims/compensation, loss of damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of Workmen’ Compensation Act, Fatal Accident Act, M.V.Act Mines Act or otherwise to confirm to the provisions of the said act in regard to such accident.

## **16. WAIVER**

Any waiver by Company of any breach of the terms and conditions of the contract shall not constitute waiver of any subsequent breach of the same.

## **17. OTHER CONDITIONS**

17.1 Authority of person signing documents - A person signing the Tender or any document forming part of the Contract on behalf of bidder it shall be presumed that he has authority to do so. However, if, on enquiry, it appears that the person signing the document had no authority to do so the BSLC may, without prejudice to other remedies civil or criminal, cancel the Contract and hold the bidder liable for all costs and damages.

17.2 The Earnest Money/Security Money will not earn any interest.

17.3 In case any bidder seeks to withdraw the offer after opening of the Techno Commercial bid then in such event BSLC shall forfeit the entire EMD.

17.4 BSLC reserves right to cancel the tender process without assigning any reason at any stage.

17.5 If for any reason BSLC fails to supply required quantity of Material to the buyer, BSLC will not be liable for any loss directly or indirectly caused to the buyer due to such non-supply.

## **18. WORKING HOURS:**

Working hours for lifting of minor minerals at mines will be intimated by Business Head or his authorized representative.

**19. DAMAGE TO BSLC PROPERTIES**

The Buyer will be fully responsible for any loss/damage that may be caused to the premises, equipment, machinery, and other installations of BSLC in the course of removing the material bought by the buyer. The buyer will be fully responsible to reimburse all damages, if any, as may be determined by

**20. ILLEGAL GRATIFICATION**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the Company in relation to the obtaining or to the execution of this or any other contract with the Company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

**21. ASSIGNMENT/SALE ORDER/DELIVERY ORDER**

This Agreement/ Sale Order/Delivery Order are not assignable and non-transferable.

**22. FORCE MAJEURE**

If at any time during the **subsistence** of this Agreement/ Sale Order/Delivery Order either party **becomes incapable** to perform whole or in part any obligation under this Agreement **due to any** acts of God, strikes, Bandh, go-slow, Government ruling, war, blockade, revolution, civil commotion, riots, floods, plague, or other causes, the Buyer or Seller shall be relieved of all future responsibility for performance of this Agreement.

**23 LAWS GOVERNING THE CONTRACT**

a) The Agreement/ Sale Order/Delivery Order shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

b) Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

**24. CONFIDENTIALITY:**

Absolute secrecy is to be maintained by the buyer in respect of any information or other technical details that the buyer may come to acquire/ know during the course of the contract.

**25. NON-CIRCUMVENTION AGREEMENTS**

The buyer undertakes not to interfere or even attempt to interfere with the running of the business of the seller in any way whatsoever.

**26. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-I, Chapter-II & Chapter-III of the tender document will be treated as counter offer and shall be liable for rejection.

## **27. LEGAL AND MISCLLENIOUS OBLIGATION:**

- 27.1. The buyer shall be responsible for compliance of all the provisions under Mines Act 1952 and any other Acts/ Rules/ Statutes to be complied during the course of the sales contract. Any violation in this regard will be treated as breach of contract and recovery action shall be taken by the Company as deemed fit in this regard including recovery of penal damages levied by the Government Authority including that of termination of the Contract.
- 27.2. All the vehicles engaged for transportation of material must be duly registered with RTA/ DDM and ensured against 3<sup>rd</sup> party and must have fitness certificate, Road permit, Tax token etc from RTA/ DDM. The buyer shall be responsible/ liable for all compensation that may arise for any injury, death etc. due to accident during the open of the performance of the said contract to persons engaged by the buyer and also the public at large.

## **28.ARBITRATION**

### **28.1. For Buyers other than PSU:-**

- 28.1.1 In the event of any dispute or difference between the buyer & seller, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Business Head (designated by any other name) of the seller, who shall be the appointing authority of sole Arbitrator.
- 28.1.2 The venue of Arbitration shall be at Kolkata/Birmitrapur as decided by the Arbitrator and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.
- 28.1.3 Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.
- 28.1.4 Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.

### **28.2 For PSU Buyers:-**

- 28.2.1 In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.
- 28.2.2 The venue of Arbitration shall be Kolkata and the cost of the Arbitration shall be as decided in the Arbitration award. The courts of Kolkata will only have jurisdiction for any unsettled issues needing judicial interpretation.

**Sd/-**

**BUSINESS HEAD, BSLC LTD.**

**ANNEXURE-I**

**THE BISRA STONE LIME COMPANY LIMITED**  
**[A GOVT OF INDIA ENTERPRISE]**

<b>REGD. OFFICE:</b> AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, PHONE: 033-40169200, FAX:033-4016-9267 E Mail- info.birdgroup@nic.in	<b>MINES OFFICE:</b> AT/PO-BIRMITRAPUR, DIST-SUNDARGARH, ODISHA - 770033. PHONE-0661-2610205/270 FAX:-0661-2610270 E Mail:-bslcoltd@rediffmail.com
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**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/JOB NO-01** Dated: 09/03/2016

**PART-I (TECHNO COMMERCIAL BID)**

Sub- Open sale of off grade Rejected limestone material from BSLC MINES near Biritrapur, in The District of Sundergarh, Odisha.

<b>SL No.</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDERS</b>	<b>PAGE NO</b>
01	Name of the bidder		
02	Address of the bidder		
03	Phone number		
04	Mobile number		
05	FAX number		
06	E-mail address		
07	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 525/- (Rupees five hundred twenty five only ) in shape of DD in favour of "The Bisra Stone lime Company Limited" payable at Biritrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:	
08	Whether the agency has enclosed EMD of Rs 1,00,000- (Rupees One Lakh only) in shape of crossed DD/PO/BC in favour of "The Bisra stone lime Company Limited" payable at Biritrapur/Rourkela. If the bidder wants to adjust EMD amount in this tender then he has to submit the original certificate of BSLC, Biritrapur issued to him in this regard.	MR/BC/DD NO: Date: Drawn on: Amount:	

09	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited] The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)		
10	Whether the bidder is coming under MSME provisions. Documentary evidence may pl. be enclosed		
11	Whether the bidder intends to purchase the minor minerals for trading purpose only.	Yes/No (Strike off which is not applicable)	
12	Whether the bidder intends to purchase the minor minerals for crushing/screening.	Yes/No (Strike off which is not applicable)	
13	Whether Proprietor/ Partnership/ Company		
14	What is PAN Number		
15	Whether RTGS details has been furnished as per format Annexure-IV		
16	Whether the agency has submitted latest VAT clearance certificate Latest VAT/ Sales Tax Clearance Certificate.		
17	Whether the agency has submitted clearance certificate from State Pollution Control Board of Odisha (if the tenderer is a crusher owner).		
18	Whether the Bidder has visited the site and got duly acquainted with the following: (i)Material to be sold by BSLC ii)Specified working area & requirement of safety provisions (ii)Extent of work to be done for lifting of minor minerals (iii)Labour related local conditions (iv) Other relevant local conditions	Yes/No (Strike off which is not applicable)	
19	Whether the agency has been debarred / black listed by BSLC at any point of time.	Yes/No (Strike off which is not applicable)	
20	Whether the agency has submitted a declaration that the bidder has carefully read all terms and conditions of the tender document & corrigendum and is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure).		

21	Whether the agency has submitted a certificate that the bidder has no litigation with BSLC, as parties /company having any litigation with BSLC are not eligible.		
22	How much quantity the bidder wants to purchase in a month? The quantity may please be stated in MT		
23	How much quantity the bidder wants to purchase within the contractual period i.e within 31.03.2017? The quantity may please be stated in MT		
24	Whether the material will be lifted by semi mechanical means or not	Yes/No (Strike off which is not applicable)	
25	Whether the materials will be used only for road or not	Yes/No (Strike off which is not applicable)	
26	Whether the materials will be used only within the State of Odisha or not	Yes/No (Strike off which is not applicable)	
27	Whether the materials will be used as Major minerals or not	Yes/No (Strike off which is not applicable)	
28	Whether the materials will be lifted by mechanized or semi-mechanized means.	Mechanized or Semi-mechanised means of lifting (Strike off which is not applicable)	
29	If the tenderer is related with any director or officer of the company,	Yes/No (Strike off which is not applicable)	
30	Whether Power of Attorney in favour of the authorised representative signing the tender has been submitted if the documents are signed by any other person.	Yes/No (Strike off which is not applicable)	
31	Whether latest Affidavit has been submitted as per Annexure-III	Yes/No (Strike off which is not applicable)	

SIGNATURE OF THE TENDERER WITH SEAL

**THE BISRA STONE LIME COMPANY LIMITED**

**PART-II PRICE BID**

**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/JOB NO 01 Dated: 09/03/2016**

**Sub: OPEN SALE OF OFF GRADE MATERIAL OF LIMESTONE FROM BSLC MINES NEAR BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH, ODISHA.**

**Basic rate Per MT (in Figure) Rs .....**

**Basic rate Per MT (In word) Rupees.....**

**N.B:**

1. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
2. The rate is ex-mines and exclusive of royalty, taxes, duties, levies, contribution to District Mineral Foundation Fund @ 30% of the royalty.
3. Any change in rate or levy/charge of new royalty, taxes, duties, levies imposed by Government of Odisha, Government of India, Local Authority, etc shall be to the account of the bidder.
4. The bidder has to deposit all payments in advance.

SIGNATURE OF THE TENDERER

WITH DATE AND SEAL

**AFFIDAVIT**

**(Duly Registered on non judicial stamp paper worth Rs 100/-)**

**NOTICE INVITING TENDER (NIT) NO-BSLC/COM/2016-17/job no-01 Dated: 09/03/2016**

Name of the Tenderer\_\_\_\_\_

I \_\_\_\_\_ S/o Shri\_\_\_\_\_

aged\_\_\_\_Years, resident of \_\_\_\_\_

on behalf of the tenderer i.e M/s \_\_\_\_\_

hereby undertake oath and state as under:

- 1) 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 here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. 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. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for three months from the last date of submission of the tender. I/We also authorize the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.
- 2) 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 work as per schedule stipulated in the Tender Notice.
- 3) I/We also undertake to buy at least 1,000 MT ( +/- 10%) of the minor minerals per month.
- 4) I/We also undertake that the materials shall be utilized for road construction only inside the state of Odisha and never will be used as major minerals.
- 5) I/We also undertake that the minerals so permitted be used as Minor Minerals only i.e as off grade dolomite/rejected limestone boulder & chips.
- 6) I/We undertake that the minor minerals so permitted for lifting shall not be crushed in a crusher not having the permission to crush or nor having clearances for crushing like Pollution Clearance certificate.
- 7) I/We also authorize the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.
- 8) I/We are not having or had any litigation with the Bisra Stone Lime Company Limited or any of its group company.
- 9) I/We also undertake that I/we have not been blacklisted banned/suspended/de-listed by or debarred by BSLC or any of its group companies at any time.



- 10) I/We declare that I/We have not mentioned any exception/deviation of the tender conditions in our offer
- 11) I/We declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any conditions found, those would be ignored at the risk & cost of us
- 12) I/We do hereby declare that I/We have also ascertained all such other information, whether technical/commercial or otherwise for carrying out the job as envisaged in the tender document and I/We have fully read & understood the purpose and contents of all the terms and conditions of this tender, nature, quantum, contract period, scope of work of the tender document and all terms & conditions of this tender and these are acceptable to us.
- 13) During the period of the contract, if applicable, I/We will get myself/ourselves registered with the concerned Statutory Authority and produce the relevant registers, records, returns, information as desired for verification by Statutory authority as well as BSLC and if I/we fail to produce the same BSLC is at liberty to deny sale of minor minerals/cancel the contract and forfeit the EMD.
- 14) I/We am/are fully aware of the statutes/laws/rules in connection with the working at site during execution of the contract. I/We agree to abide by the applicable statutory provisions.
- 15) I/We declare that all the information furnished/submitted in this tender is true and correct to my personal knowledge, and part of it is wrong and that nothing material has been concealed.
- 16) I/We undertake to maintain all statutory records, file all statutory returns and submit such information as required by any Authority in relation to this job/contract.
- 17) I/We undertake not to interfere or even attempt to interfere with the running of the business of the seller in any way whatsoever.
- 18) I/We hereby declare that the decision of BSLC management in selection/rejection of the tender/contract shall be acceptable and binding on me/us.
- 19) In the event of acceptance of our Tender, I/We hereby agree to abide by and fulfil all terms and conditions referred to in the tender document including the price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money and/or security deposit, or pay to the company or it's successor or it's authorised nominee such sums of money as stipulated in the conditions contained in the tender documents.

Deponent

**Place:** Signature of the Tenderer (Authorised Signatory)  
with Seal

**Date:**

**N.B-** Original registered affidavit shall be submitted along with the Techno commercial bid.

**ANNEXURE-IV****BANK ACCOUNT DATA FOR e-PAYMENT**

1	Name of Beneficiary(maximum 35 characters)	
2	Bank Name(maximum 35 characters)	
3	Branch Name(maximum 35 characters)	
4	Branch Address	
5	Branch Telephone Number with STD Code	
6	Account No. (maximum 35 characters)	
7	Account Type	
8	Savings/Current/Overdraft (mention Code No. also)	
9	Beneficiary Bank's IFSC Code (maximum 11 characters)	
10	MICR Code:	

**Declaration:-** I hereby declare that the particulars given above are correct and complete.

(Signature of Supplier's / Service Providers)

Name:

Design:

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**Certificate**

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/--  
Branch Manager  
Bank Seal