

THE BISRA STONE LIME COMPANY LIMITED

[A GOVT OF INDIA ENTERPRISE]

**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT LAKE
CITY, KOLKATA-700 091.**

Tender Notice No. BSLC/SOMP/2016-17/ Job No 07

Date: 30/09/2016

TENDER DOCUMENT

FOR

01. ENGAGEMENT OF AGENCY FOR “PREPARATION & APPROVAL OF MINING PLAN INCLUDING PROGRESSIVE MINE CLOSURE PLAN OF BIRMITRAPUR LIMESTONE & DOLOMITE MINES OVER AN AREA OF 793.043HA. FOR THE PRODUCTION OF 2.83 MTA LIME STONE AND 2.43 MTA DOLOMITE PER ANNUM FOR THE PERIOD FROM 2016-17 TO MARCH’2020 OF M/S BISRA STONE LIME COMPANY LIMITED, IN THE DISTRICT OF SUNDARGARH, ODISHA”.

&

02. “PREPARATION & APPROVAL OF FINAL MINE CLOSURE PLAN (FMCP) FOR AREA OF 305.337 HA. COMPRISING FIVE BLOCKS i.e. BLOCK- I, II, III,IV & VI OF M/S BISRA STONE LIME COMPANY LIMITED, IN THE DISTRICT OF SUNDARGARH, ODISHA”.

Name & Address of the Bidder : _____

Money Receipt No.....

Dated/...../ 2016

Cost of Tender Paper: Rs. 1050/-(Rupees One Thousand fifty) only inclusive OVAT

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

THE BISRA STONE LIME COMPANY LIMITED

[A GOVT OF INDIA ENTERPRISE]

**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT LAKE
CITY, KOLKATA-700 091.**

TENDER NOTICE

Tender Notice No.: BSLC/SOMP/2016-17/ Job No 07

Dated: 30.09.2016

01. Sealed Tenders in prescribed format (in two parts) i.e. Techno-Commercial Bid and Price Bid are invited from reputed and experienced agencies for the job of Preparation & Approval of mining plan including progressive mine closure plan(PMCP) AND Final Mine Closure Plan (FMCP) M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
BSLC/SOMP/2016-17/Job no 07 Dated .30.09.2016	<p>01. Preparation & Approval of Mining Plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to march'2020 of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.</p> <p>02. Preparation & Approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I,II,III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.</p>	25/10/2016

The Tender documents can be obtained from office of the Dy Manager (F), **The Bisra Stone Lime Company Limited, Birmitrapur, Dist.-Sundargarh(Odisha), PIN-770033**, on payment Rs. 1050/-(Rupees One Thousand fifty) only in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The Bisra Stone Lime Company Limited' and payable at Birmitrapur.

Alternatively, the tender documents can also be downloaded from our website www.birdgroup.gov.in and in such a case; the cost of tender document in shape of demand draft should be submitted at the time of submission of the technical bid.

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further corrigendum/addendum, etc. if any, will be made available in our web site only.

Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

**Sd/-
Business Head**

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT
LAKE CITY, KOLKATA-700 091.

CHAPTER-I

NOTICE INVITING TENDER

Tender Notice No.: BSLC/SOMP/2016-17/Job No 07

Date: 30.09.2016

Sealed Tenders in prescribed format (in two parts) i.e. Techno-Commercial Bid and Price Bid are invited from reputed and experienced agencies for Preparation & Approval of Mining Plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to march'2020 of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha. AND Preparation & Approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I,II,III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.

INFORMATION TO BIDDERS :

Interested bidders may obtain further information from the office of the

Business Head,

THE BISRA STONE LIME COMPANY LIMITED

AT/PO- BIRMITRAPUR-770033, DIST- SUNDARGARH, STATE-ODISHA.

PH: 0661-2610067

“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.”

2. BIDDING DOCUMENTS :

a) A complete set of bidding documents may be purchased by interested agency(s) from

Business Head,

THE BISRA STONE LIME COMPANY LIMITED

AT/PO- BIRMITRAPUR-770033, DIST- SUNDARGARH, STATE-ODISHA

On submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost, Bidding Document will be available for sale on all working days from 07.00 Hrs (IST) to 17.00 Hrs (IST) against Cash payment or (against Demand Draft, Pay Order or Banker's Cheque in favour of "THE BISRA STONE LIME COMPANY LIMITED" payable at par at Birmitrapur.

b) The cost of Bidding Document is **Rs. 1050/-(Rupees One Thousand fifty) only including OVAT.**

c) Entire Bidding documents along with detailed Tender Schedule are available on the BSLC website i.e. www.birdgroup.gov.in. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

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 available on the website, which shall be binding on the Bidder.

In case a Bidder downloads the Bidding Document from BSLC website (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 LIMITED" and payable at Birmitrapur.

3. **PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 14.10.2016 at 3.00 PM in the office of the Business Head, BSLC Ltd., At/Po- Birmitrapur, Dist- Sundargarh, Odisha, PIN-770033 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 within 5 days before the opening of the bid.

4. **SALIENT FEATURES OF THE BID :**

Sl.	Particulars	Detailed of Tender
1.	Bid Enquiry No.	Tender Notice No. BSLC/ SOMP / 2016-17/Job No 07 dated 30.09.2016
2.	Name of the Work	Preparation & Approval of Mining Plan including progressive mine closure plan of Birmitrapur limestone &

		dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to march'2020 of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha. AND Preparation & Approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I,II,III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.
3.	Cost of Bid Document	INR 1050/- (Indian Rupees One thousand fifty only)
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR 17,500/- (Rupees Seventeen Thousand five hundred only) The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft /BG/ Pay Order in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur.
5.	Availability of Tender Documents	Office of the Business Head, BSLC, Birmitrapur & from www.birdgroup.gov.in & CPP portals.
6	Place & Time Of Pre Bid Consultation.	14.10.2016 at 3.00PM in the office of the Business Head, BSLC Ltd., At/Po- Birmitrapur, Dist- Sundargarh, Odisha, 770033.
7	Date of Issue of Bid Documents	From 03.10.2016 to 24.10.2016 during office hrs.
8	Date of Submission of Bid Documents	up to 25.10.2016 at 3.00 PM
9	Date of Opening of Technical Bid	3.30 PM on 25.10.2016
10	Date of Opening of Price Bid	Will be Intimated latter on
11	Period of Contract	09 months from issue of Letter of Intent (LOI)/Work Order/Agreement.
12	Validity Period of Bid	120 calendar days

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT
LAKE CITY, KOLKATA-700 091.

CHAPTER-II

TENDER NOTICE NO: BSLC/SOMP/2016-17/ Job no 07

DATE: 30.09.2016

1. SCOPE OF WORK:

01. The Bisra Stone Lime Company Limited (BSLC), a Government of India Enterprise under Ministry of Steel, is having substantial reserves of Dolomite & Limestone within its leasehold area in Birmitrapur, District – Sundargarh, Odisha. BSLC invites offers from reputed and experienced agencies for “Preparation & Approval of Mining Plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to March, 2020 & Preparation & Approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I, II, III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.”

Description of Scope of work:

1.1. PREPARATION OF MINING PLAN-

- a) Preparation & Approval of Mining Plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to March’2020 of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.
- b) The mining plan will be prepared as per the guideline of MMDR, 1957, MCDR, 1988 and MCR, 1960.
- c) The Agency will visit the BSLC Mine office of the concerned department for collection of all related data/ information/maps.
- d) The agency/Consultant will visit the ML area/mines and take the data i.e. Location, height of the benches of existing quarries, Location of dumps, existing road alignment etc. and discuss with our technical personnel about proposed MP/MS.
- (e) Updating of Surface plan.
- (f) Preparation of the existing plans, maps & sections in digitised form in autocad.
- (g) Before submission of draft copy in the IBM office the consultant will submit one copy of Mining Plan/Scheme of Mining along with maps/plans to BSLC for vetting.

- h)** Field visit and survey works required towards the preparation of Mining Plan will be done at the cost of the consultant for the Birmitrapur Limestone & Dolomite Mines, Birmitrapur.
- i)** The Agency will comply and be responsible for any deficiency pointed out by regulatory authorities for preparing the Mining Plan.
- j)** The Agency will provide the chemical analysis and Bulk Density report of Major & Minor Mineral from NABL Accredited Laboratory.
- k)** The Agency will provide the Quantity and Quality certificate of waste dumps from NABL Accredited Laboratory.
- l)** The Agency will get approved the Mining Plan from IBM, Bhubaneswar/ Nagpur.
- m)** The Agency will also be responsible for any adverse remarks by any regulatory authority and will comply the adverse remarks to get positive favorable order.
- n)** The Agency will do all the Liaisoning works with the Govt. Authorities.
- o)** During the visit to mines site Fooding and Conveyance will be arranged by the Agency.
- p)** The Agency shall provide all data in soft copy and hard copy submitted finally to IBM for approval.

1.2. FINAL MINE CLOSURE PLAN:-

- a.)** Preparation & Approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I,II,III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.”
- b.)** The Final Mine Closure Plan (FMCP) will be prepared as per the guideline of MCDR, 1988 and MCR, 1960.
- c.)** The Agency will visit to BSLC Mines office of the concerned department for collection of all related data/ information/maps.
- d.)** Field visit and survey works required towards the preparation of Final Mine Closure Plan (FMCP) will be done at the cost of the consultant for all the blocks, which are situated about 45KM to 130KM from Birmitrapur. Details of the blocks are given in the table below:

Sl No.	Toposheet No.	Name of the blocks with villages	Area in Ha
1	73 B/4	Block –I (Amasdegi, Bandhubahal & Teleimalty,)	52.920 Ha
2	73 B/4	Block –II (Jormal,Talsara,Birbira)	75.935 Ha
3	73 B/8	Block –III (Kadopara, Panchupara)	61.431 Ha
4	73 B/8	Block –IV (Purkapalli, Rajabasa, Budakata)	76.202 Ha
5	73 B/8 & 73 B/12	Block –VI (Katang)	38.849 Ha
Total Area			305.337 Ha

- e)** The Agency will comply and be responsible for any deficiency pointed out by regulatory authorities for preparing the Fully Mine Closure Plan (FMCP).
- f)** The Agency will get approved the FMCP from IBM, Bhubaneswar/ Nagpur.

- g) The Agency will also be responsible for any adverse remarks by any regulatory authority and will comply the adverse remarks to get positive favorable order.
- h) The Agency will do all the Liaisoning works with the Govt. Authorities/ Local bodies.
- i) During the visit to above blocks Fooding and Conveyance will be arranged by the Agency.
- j) The Agency shall provide all data in soft copy and hard copy submitted finally to IBM for approval.

2. AREA OF OPERATION:

The location of operational **ML of BSLC** is at Birmitrapur Limestone & Dolomite mines of Birmitrapur and other non operational blocks i.e. Block –I, II, II, IV & VI are situated about 40 KM to 130 KM away from Birmitrapur in the Dist: Sundargarh, Odisha. Which shall be done field survey by the Agency.

3. CONTRACT PERIOD:

The work/project has to be completed within 09 calendar months of awarding the LOI. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC).

4. COMMENCEMENT OF JOB :

The agency shall commence the work within **10 days** after receiving the Letter of Intent and sign of agreement as per annexure IV.

5. EARNEST MONEY DEPOSIT:

5.1. Tender must be accompanied by an EMD in form of RTGS Receipt / PO / Bank Draft/ Bankers Cheque of Rs 17,500/-. (Rupees Seventeen Thousand Five Hundred only) in favor of The Bisra Stone Lime Company Ltd. payable at Birmitrapur A/c No.31255294964 of SBI and IFSC Code SBIN0004860 of State Bank of India, Birmitrapur falling which the Tender shall not be considered.

5.2. The EMD amount shall not bear any interest. In case successful bidder denies accepting the work order / contract or fails to commence work within 10 days of awarding LOI, their EMD shall be forfeited.

5.3. Tender/ bid without EMD shall summarily be rejected.

5.4. Earnest Money Deposit of the unsuccessful bidder will be refunded / returned within 1(one) month after finalization of the tender.

5.5. EMD of successful bidders will be converted into Security Deposit.

6. PERFORMANCE GUARANTEE (PG):

6.1 On acceptance of the Tender, the Successful Tenderer shall furnish a Performance Guarantee in the form of DD/Banker's cheque/Bank guarantee for an amount of

Rs.1,80,000/-(Rupees One lakh eighty thousand only), before signing of the agreement. If it is submitted in the form of a Bank Guarantee, the same shall be from any of the Nationalized Banks or Scheduled Banks in India and should be valid up to the period of six (6) months after completion of job.

6.2 The Bank Guarantee for Performance Guarantee shall be for the due and faithful performance of the Contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Agency and the BSLC.

6.3 The Bank Guarantee for Performance Guarantee shall remain in full force and effect during the period of the Contract and shall continue to be valid up-to warrantee period or expiry of terms of agreement. The Bank Guarantee shall provide for extension of validity on demand by BSLC. Such extension of validity shall be confirmed by the Guarantor Bank without any reference to the Agency. On performance and completion of the Contract in all respects, the Bank Guarantee shall be returned to the Agency on production of certificate from concerned HOD, and other related Department certifying that “the agency is having no dues including all statutory payments”.

6.4 The Bank Guarantee and any amendment thereto shall be executed on a Non-judicial stamp paper of requisite money value as prescribed by the relevant statute in force.

6.5 Instructions Regarding Bank Guarantee:

6.5.1 All Bank Guarantees for Performance Guarantee and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered Post to the Business Head of BSLC, Birmitrapur.

6.5.2 Bank Guarantees / Extensions of Bank Guarantees submitted by the Agency directly will not be admitted.

6.5.3 The Non-judicial stamp paper for the Bank Guarantee should be purchased in the name of executing bank only.

6.5.4 The performance guarantee format is given in annexure V.

7. SECURITY DEPOSIT (SD) :

7.1. On acceptance of the Tender, the EMD of the Successful Tenderer shall convert into Security Deposit. Further 5% from the running bill will be deducted as security deposit.

7.2 The security money deposited so shall not bear any interest.

7.3. The Security Deposit amount shall be refunded to the Agency within 60 days from the date of completion of the job in all respect on production of certificate from Sr. Manager (G&E) and other concerned department.

8. ELIGIBILITY CONDITION:

8.1.

a). The agency must have a person of suitable qualifications & experience as per Rule 15 of MCR, 2016 (other than Atomic and Hydrocarbon minerals), who will prepare the Mining Plan/ Modifications to the Mining Plan.

b). The agency must have last 05 (five) years experience in Mining Plan/Scheme of Mining/ FMCP of successful completion of at least 03 (three) projects to their credit and must produce document in support of their credential. Copy of approval order from IBM and completion certificate issued by the organization in which he worked to be enclosed as details given below:

i). Three similar completed works of Mining Plan/Scheme of Mining/ FMCP consisting not less than the amount equal to Rs 6.00 lakhs.

OR

ii) Two similar completed works of Mining Plan/Scheme of Mining/ FMCP consisting not less than the amount equal to Rs 9.00 lakhs.

OR

iii) One similar completed works of Mining Plan/Scheme of Mining/ FMCP consisting not less than the amount equal to Rs 18.00 lakhs.

c) Cost of Tender Document of Rs. 1,050/-

d) Earnest Money Deposit of Rs 17,500/- (Rupees Seventeen Thousand Five Hundred only)

e) Income Tax Return of last 03 years duly certified by a Chartered Accountant.

f) The tenderer must produce the proof of ownership of the equipments. In case of partnership firm ownership in the name of partner may also produce.

g) The Agency should submit IT PAN & registration certificate under Service Tax.

h) The Tenderer shall be financially sound and should have achieved an average financial annual turnover of minimum Rs 6.00 LAKHS in the last 03 years starting from 2013-14 to 2015-16. The Tenderer shall submit following documents in respect of turnover.

i) Turnover duly certified and stamped by his authorized signatory

ii) Copies of audited profit and loss accounts accompanied by relevant schedules for last 03 years.

iii) Copies of Income tax Return for last three years.

8.2. In respect of the above eligibility criteria the tenderer are required to furnish the following required information and documents with their Bids (copies of all documentary evidences are to be duly authenticated by the tenderer/constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's Letter head.)

a). Agreement /Work Order of each work along with work completion certificate to be considered for eligibility.

b). All signed declarations are to be made in the Tenderer Letter Head.

c). Registered Partnership Deed in case of a Partnership Firm or Memorandum of Association and Article of Association in case of a Limited Company, or Proprietorship Certificate duly certified by a Notary Public on a Stamp Paper of requisite value in case of proprietorship firm is to be enclosed.

d). The agency must have Service Tax Registration Number.

e). The tenderer before submission must sign each page of the Tender Documents. Otherwise the tender will be treated as invalid.

f). A declaration to be submitted that the Tenderer has carefully read all terms and conditions of the tender document and he / she is fully satisfied and accepted all terms and

condition of the tender as per undertaking format attached as per (Annexure – III). Non submission of Annexure -III in the given format will lead to disqualification.

N.B-

A). Even though the tenderer meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, **even at a later stage and the contract will be null & void.**

B). An undertaking, in Company /firm's Letter head is required stating that, the party has not been debarred/blacklisted by BSLC or any other State or Central PSUs at any point.

9. EVALUATION OF THE BIDS:

(i) **The Part-I Techno commercial bid:** Parties who will fulfill all requisite conditions of eligibility clause of Chapter – II of this document, will be construed as technically qualified and may be considered for Part-II Price Bid.

(ii) The Price Bid of Technically qualified bidders shall be evaluated in the light of rate quoted by the bidder and the tender will be evaluated/awarded on the basis of L₁ rate in totality, quoted against the job.

10. AWARD OF CONTRACT:

i) The company reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.

ii) 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.

iii) BSLC also reserves the right not to award tender to L-1 and may cancel the whole tender process without assigning any reason or without any liability to any one, whatsoever. In such eventuality Bidders will have no claim against the BSLC what so ever.

11. RESPONSIBILITY OF BSLC:

11.1. BSLC shall provide free accommodation facility during survey work at the mines.

11.2. BSLC shall depute the officials of concerned department like Mining, Geology and Survey for identification of different area during survey work.

11.3. BSLC shall provide requisite maps, data and information.

11.4. BSLC shall bear all the statutory fees as required, for which the agency will intimate for the same.

12. SUBMISSION OF BILLS:

i) The Agency will submit the bill after completion of the entire job, which will be certified by the Sr.Manager (G&E), Dy. Manager (Survey &Planning) and Sr. Manager (Mines). The bill duly approved by Business Head will be forwarded to the finance department for release of payment within 30 days.

(ii) Service Tax, if applicable, shall be paid extra on the bill value at applicable rates. A copy of the Service Tax paid challans must be submitted after deposit of service tax, for reimbursement, if any.

13. PAYMENT TERMS:

i) Payment will be made through RTGS/NEFT. The agency will have to submit the details of Bank A/c No., Branch, IFS Code, etc. for receiving the payment through RTGS/NEFT.

ii) Finance department will arrange the payment within 30 days of receiving of the bill duly approved by Business Head.

iii) The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor under the contract agreement/work order/statute.

Iv) Schedule of Payment:

a) 10% of the job value will be paid on submission draft of Mining Plan at IBM, Bhubaneswar on documentary proof.

b) 20% of the job value will be paid after compliance of scrutiny points if any of IBM, Bhubaneswar officials visit for Mining Plan.

c) 30% of the job value will be paid on submission of final five copies of Mining Plan at IBM, Bhubaneswar on documentary proof.

d) 40% of the job value will be paid after getting the final approved copy of Mining Plan in hard and soft copy.

e) 10% of the job value will be paid on submission draft of FMCP at IBM, Bhubaneswar on documentary proof.

f) 20% of the job value will be paid after compliance of scrutiny points if any of IBM, Bhubaneswar officials visit for FMCP.

g) 30% of the job value will be paid on submission of final five copies of FMCP at IBM, Bhubaneswar on documentary proof.

h) 40% of the job value will be paid after getting the final approved copy of FMCP in hard and soft copy.

14. TAX DEDUCTED AT SOURCES:

Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and or other Act from the gross value of each bill.

15. PENALTY:

In case the successful bidder fails to take up the work or complete the original job after issuance of LOI/Work Order, BSLC may at its discretion, impose upon any or all of the following penalties-

- (i) If the job is not started within 10 days of awarding of LOI by the tenderer, the work order shall be treated as cancelled and the entire EMD/SD with the company shall be forfeited.
- (ii) Security Deposit may be forfeited wholly or partly without notice to the Agency.
- (iii) Recovery of extra cost incurred by the company for getting the work done through other sources without information.
- (iv) Blacklisting of the Agency.
- (v) Recovery from any of the other present/future pending bills of the Agency.
- (vi) BSLC will have right to recover the penalty as per terms and conditions of the contract from the bill of the contractor / security deposit besides taking the legal course of action, if required, for recovery of the same.
- (vii) The work has to be completed within 09 calendar months after the award of contract. If the Agency failed to complete the work within the specified time, then penalty will be deducted @ Rs 1000/- per day beyond the scheduled time.

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT
LAKE CITY, KOLKATA-700 091.

CHAPTER – III

GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the bidder for consideration of BSLC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tenderer.
- 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 format for various activities 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) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the BSLC.
- h) **BSLC:** BSLC means “The Bisra Stone Lime Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector – II, Salt Lake City, Kolkata – 700091
- i) **Employer:** Employer means “The Bisra Stone Lime Company Limited”.

j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.

k) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.

2. TENDER SUBMISSION :

2.1. The Bidder shall submit the tender in 2(two) parts consisting of Part-I: (Techno Commercial) and Part – II: (Price Bid) each in separate envelop duly sealed and Superscribed with the Tender Notice Number.

The instruments of Earnest Money Deposit & cost of tender document are to be put in a separate envelope duly sealed and superscribed with the word Earnest Money deposit & cost of tender document.

All the 03(three) envelope containing PART-I, PART-II , Earnest Money & Cost of Tender document shall be put in a 4th (fourth) envelope duly sealed, superscribed with tender notice no, name of the job and addressed to the Business Head, M/s B.S.L.Co.Limited, Birmitrapur.

Tender can be submitted either by post, courier service or deposited in the tender box in the office of the Business Head, M/s B.S.L.Co.Limited Birmitrapur. However, BSLC shall not be responsible for the delay occurring in postal/Courier services resulting in the non-submission of tender document within time. Tender not received in prescribed format will be liable to be summarily rejected.

2.2. Tender will be received up to 3.00PM on 25/10/2016 and will be opened on the same day at 3.30PM in presence of bidder or their authorized representatives.

2.3. Tender form containing ‘over written’ or ‘erased’ rate or rates and amount not shown in figures and words in English will be liable to rejection.

2.4. Any tender containing clerical or arithmetical mistakes may be rejected.

2.5. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

2.6. The Agency who has been debarred by the BSLC will not be eligible to participate in the tender.

3. OPENING OF TENDER:

The Technical bid part-I shall be opened at 3.30 PM on 25.10.2016 in General Office, BSLC, Birmitrapur, Dist. Sundargarh, Odisha.

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened in the presence of the bidders or their accredited representative afterwards on a suitable

date and time in General Office of BSLC, Birmitrapur, Distt: Sundargarh, Odisha, which will be intimated to the bidders in due course.

4. VALIDITY:

The Tender and the prices quoted shall be deemed to remain valid for a period of 120 days from the date of opening of Part-I i.e. Technical Bid. In case of Tenderer revoking or withdrawing/cancelling his Tender or varying any term in regard thereof during the validity period of the Tender, without the written consent of BSLC, the Tender submitted shall be liable for rejection and the BSLC shall forfeit the Earnest Money paid by the Tenderer alongwith the Tender.

5. WORKING HOURS:

The working hours at mines lease site shall be round the clock for whole of the calendar month. On Sundays/Holidays, the job shall have to be done by the agency as per the requirements which shall be at the discretion of BSLC. No extra cost shall be paid by BSLC for such work on Sundays/Holidays.

6. SIGNING OF AGREEMENT:

6.1 The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 working days and start the work within 10 working days from the date of issuance of LOI. In case the bidder declines to sign the agreement or to take up the work within stipulated time; in such eventuality, he will not have any such claim on the contract.

In case the successful bidder declines to take up the work, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately after the Letter of Acceptance (LOA) is issued:

- A. Copy of detailed LOA duly signed on all pages as a token of acknowledgement of receipt.
- B. Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
- D. Permanent Account Number allotted by Income Tax Department.
- E. Self-attested Photostat copy of Notarized Power of Attorney by the Competent Authority or Board of Director's resolution authorizing the individual(s), to sign the contract.
- F. Self-attested Photostat copy of the Registration under VAT, Service Tax, PF Regn. Certificate, etc. as applicable.

7. INTEGRITY PACT:

Not applicable to this contract.

8. TERMINATION OF CONTRACT:

BSLC reserves the right to terminate the contract either in part or in full due to reasons for not fulfilling the contractual obligations as per work order/agreement, unsatisfactory performance, bad working, indulgence in corrupt practices and theft of the company's properties or any other abnormalities noticed during the operation of work. BSLC shall in such event, give immediate Thirty (30) days notice in writing to the agency for the termination of the contract. In such case, contractor will continue to be liable for the notice period and the work done during the contract period

9. RISK PURCHASE:

In the event of failure to fulfill the contractual obligations as per Work order/agreement of contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement at the sole risk and cost of the agency and the company shall recover from the agency any additional cost involved therein. The EMD / Security Deposit of the agency shall be liable to be forfeited in case of failure to execute/complete the job as per contract agreement/contractual terms & conditions within contract liability period or within such extended period approved by the management.

10. PRICE ESCALATION:

The price quoted by the agency will remain firm & fixed during the tenure of the contract. No price escalation will be allowed by BSLC at any time for whatsoever the reason.

11. STATUTORY COMPLIANCE:

11.1. The Agency shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 , MMDR Act, 1957, MCDR, 1988 & Minimum wages Act & rules/regulations/guide line and all other applicable laws framed there under and amended from time to time by the Central Government, State Govt., MoEF, IBM, DGMS and the Pollution Norms stipulated by OSPCB.

11.2. The Agency will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other applicable Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works.

11.3. The tenderer shall be responsible for compliance of all the provisions under Mines Act 1952. 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.

12. FORCE MAJEURE CLAUSE :

i) The Contractor shall have no claim whatsoever against the Company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action of any Govt. agency or any cause of whatever nature or description beyond the control of the Company.

ii) Either party affected by the force majeure will provide notice of happenings of any such eventuality to the other party within 7 days from the date of occurrence and failure will not give any benefit.

iii) The Contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the Company shall be sole judge.

iv) If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days of escalation of above events the contract may be terminated at the discretion of the Company.

13. DAMAGE TO BSLC PROPERTIES:

The Agency 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 brought by the agency. The agency will be fully responsible to reimburse all damages as may be determined by BSLC.

14. 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.

15. DEVIATION:

Any deviations shall not be allowed in the tender document by the tenderer whether they are commercial or technical. Any willful attempt by the bidders to camouflage the

deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

16. MODIFICATION OF CONTRACT:

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.

17. ASSIGNMENT:

This Agreement is not assignable and non-transferable.

18. LAWS GOVERNING THE AGREEMENT:

18.1. The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

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

19. LEGAL CAPACITY OF THE TENDERER:

19.1. The Tenderer shall satisfy the Employer that he is competent and authorized to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

19.2. A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

20. ARBITRATION:

i) All disputes and differences, whatsoever, arising between the parties out of or relating to the contract, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the agency amicably. If however, the Employer and the agency are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to the

contract, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the Employer/Company, who shall be the appointing authority of sole Arbitrator.

ii) The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties.

iii) The further progress of any work under the contract shall unless otherwise directed by the Business Head/Mines Manager Continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during the Arbitration proceedings. Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the contract.

iv) The venue of Arbitration shall be at Kolkata 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.

v) No Interest shall be awarded by the Arbitrator in any Arbitration proceedings.

vi) The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties.

vii) In case the Agency is Government of India Undertaking any dispute between the Contractor and the Employer in respect of this Contract shall be settled in accordance with the procedure laid down from time to time by Department of Public Enterprises (DPE)/Government of India.

21. COUNTER OFFER:

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

22. OTHER CONDITIONS:

22.1. 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

22.2. Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.

22.3. Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

22.4. Accommodation during the field survey will be provided by BSLC.

22.5 Equipments, Transporting vehicles and all other incidental expenditure will be borne by the agency.

22.6 BSLC reserves the right not to accept the lowest offer.

22.7 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.

22.8 In case the tenderer declines to take up the work or fails to cope up with the progress of work, BSLC reserves the right to terminate the contract and forfeit the earnest money of the agency and the cost of the work he/she have done by that time and work may be rescinded.

22.9. The Area of land to be surveyed may vary +/- 10% for which no extra payment / deduction will be made by the company.

22.10. The Maps/reports if found to be rectified by the respective authority of statute in any stage will have to be rectified/modified by the agency & resubmitted to the BSLC free of cost.

22.11. The law & order, local administration will be handled by the BSLC.

22.12. BSLC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.

22.13. Any waiver of any clause of this contract can be done only by the competent authority of the Company.

22.14. The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.

22.15. Medical treatment to the extent available at the Company hospital will be extended to the workmen engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.

22.16. The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty.

The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect.

In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.

22.17. The Agency for the preparation of Mining Plan/ Modification of Mining Plan should have qualifications & experiences as mentioned in Rule 15 of MCR, 2016 (other than Atomic and Hydrocarbons Energy Minerals)

Sd/-
BUSINESS HEAD

Annexure-I

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT
LAKE CITY, KOLKATA-700 091.

PART-1 (TECHNO COMMERCIAL BID)

TENDER NOTICE NO: BSLC/SOMP/2016-17/Job no 07

DATE: 30.09.2016

Sl.No.	Particulars	Declaration
01	Name of the Bidder	
02	Address of the Bidder registered office & branch office, phone no.fax no.etc.	
03	Whether having copy of valid experience and qualification as per the Rule 15 of MCR, 2016 (other than Atomic and Hydrocarbons Energy Minerals)	Enclosed / Not enclosed
04	b). The agency must have last 05 (five) years experience in Mining Plan/Scheme of Mining/ FMCP of successful completion of at least 03 (three) projects to their credit and must produce document in support of their credential. Copy of approval order from IBM and completion certificate issued by the organization:	Enclosed / Not enclosed
05	a. Three similar completed works consisting not less than the amount equal to Rs 6.00 lakhs. OR b) Two similar completed works consisting not less than the amount equal to Rs 9.00 lakhs. OR c) One similar completed works consisting not less than the amount equal to Rs 18.00 lakhs.	Enclosed / Not enclosed
06	Average financial annual turnover of at least Rs 6,00,000/- (Six lakhs) only during last 03(Three)	Enclosed / Not enclosed

	<p>financial years i.e. 2013-14, 2014-15 & 2015-16</p> <p>a) The Tenderer shall submit above documents in respect of turnover as under duly certified and stamped by his authorized signatory.</p> <p>b) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures of last 03 years.</p>	
07	Whether having Copy of PAN	Enclosed / Not enclosed
08	Whether having copy of Service Tax registration no.	Enclosed / Not enclosed
09	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited] Proof of ownership in the name of Firm/Company.	Enclosed / Not enclosed
10	An undertaking, in Company/Firm's Letter Head is required regarding that the party is not debarred/blacklisted by any the BSLC at any point of time.	Enclosed / Not enclosed
11	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 - II)	Enclosed / Not enclosed
12	<p>Earnest money deposit</p> <p>(a) Draft no. drawn from</p> <p>(b) Date</p> <p>(c) Amount</p> <p>(d) Payment to</p> <p>(e) Payable at</p>	Enclosed / Not enclosed
13	<p>In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 1050/-(rupees one thousand fifty only) in shape of DD in favour of "The Bisra Stone lime Company Limited" payable at Birmitrapur:</p> <p>MR/BC/DD NO:</p> <p>Date:</p> <p>Drawn on:</p> <p>Amount:</p>	Enclosed / Not enclosed

12. CERTIFICATES TO BE GIVEN BY THE TENDERER

Certified that above mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

I/we also certify that I/We got fully conversant with the status of the project as per the guide lines of DGMS, IBM, MOEF, Forest & Environment Department, State Govt. Odisha/ORSAC, Bhubaneswar underMCDR-1988 and Forest Conservation Act, 1980 and our price bid is based on the basis of our full understanding about the job.

I/We also authorize the company to forfeit my / our earnest money in case I/We fail to take up the job if my/our tender is accepted.

SIGNATURE OF THE TENDERER

WITH SEAL

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN- 770033.
REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT
LAKE CITY, KOLKATA-700 091.

PART- II

PART-II (PRICE BID)

TENDER NOTICE NO: BSLC/SOMP/2016-17/ Job no 07

DATE: 30.09.2016

01. **SUB:** Engagement of Agency for Preparation & Approval of mining plan including progressive mine closure plan(PMCP) over an area of 793.043 Ha. AND Final Mine Closure Plan (FMCP) over an area of 305.337 Ha. of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.

Particular	Rate (in Rs.) INR Exclusive of service tax (in figure)
01. "PREPARATION & APPROVAL OF MINING PLAN INCLUDING PROGRESSIVE MINE CLOSURE PLAN OF BIRMITRAPUR LIMESTONE & DOLOMITE MINES OVER AN AREA OF 793.043HA. FOR THE PRODUCTION OF 2.83 MTA LIME STONE AND 2.43 MTA DOLOMITE PER ANNUM AND THE PERIOD FROM 2016-17 TO MARCH'2020 OF M/S BISRA STONE LIME COMPANY LIMITED, IN THE DISTRICT OF SUNDARGARH, ODISHA".	Rs-----
02. "PREPARATION & APPROVAL OF FINAL MINE CLOSURE PLAN (FMCP) FOR AREA OF 304.698 HA. COMPRISING FIVE BLOCKS i.e. BLOCK- I, II, III,IV & VI OF M/S BISRA STONE LIME COMPANY LIMITED, IN THE DISTRICT OF SUNDARGARH, ODISHA".	Rs-----
03. In Total	Rs-----

(Rupees (in word)

Note: Price to be quoted is inclusive of all taxes & duties excluding Service tax. Service tax shall be reimbursed extra at actual at applicable rate.

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**

UNDERTAKING

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

TENDER NOTICE NO: BSLC/SOMP/2016-17/ Job no 07

DATE: 30.09.2016

Sub: Engagement of Agency for Preparation & Approval of mining plan including progressive mine closure plan(PMCP) over an area of 793.043 Ha. AND Final Mine Closure Plan (FMCP) over an area of 305.337 Ha. of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha

Dear Sir,

In response to the tender 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 work as per schedule stipulated in the Tender Notice.

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 all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by the 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.

BISRA STONE LIME COMPANY LIMITED

AGREEMENT NO: _____ ,

DATED: _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Birmitrapur this _____ day of _____

20__ between Bisra Stone Lime Company Limited, Birmitrapur, having its Office at General Office, Birmitrapur-770033 (hereinafter referred to as the “Employer”), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and assigns) OF THE ONE PART

AND

M/s _____, a Company organized and existing under the laws of

_____ and having its registered office at _____ (hereinafter referred to as “Contractor”), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns) OF THE OTHER PART.

WHEREAS

- a) The Employer has decided for preparation & approval of mining plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to March, 2020 & preparation & approval of Final Mine Closure Plan (FMCP) for area of 305.337 ha. comprising five blocks i.e. Block- I, II, III, IV & VI of M/s Bisra Stone Lime Company Limited, in the district of Sundargarh, Odisha.
- b) The Contractor has declared that the Contractor has proven and specialized knowledge and expertise in preparation & approval of mining plan including progressive mine closure plan & preparation and approval of Final Mine Closure Plan (FMCP) for at least _____ years, and
- c) The Contractor has declared that the Contractor is in a position to carry out the work as specified in the Contract, and
- d) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of proposed Work and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental

thereto and ancillary thereof, and

- e) The Contractor has agreed to undertake preparation & approval of mining plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to march'2020 & preparation & approval of final mine closure plan (FMCP) for area of 305.337 ha. comprising five blocks i.e. Block- I, II, III, IV & VI of M/s Bisra Stone Lime company limited, in the district of Sundargarh, Odisha as specified in the NIT No. _____ and other documents of the Contract, and the Employer has accepted the Tender of the Contractor as modified and agreed upon, and

NOW IT IS HEREBY AGREED as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.
 - a) NIT
 - b) Instructions to Tenderers
 - c) Letter of Acceptance
 - d) Price Schedule / Price Bid
 - e) Chapter I & Chapter II of NIT
 - f) General Conditions of Contract as chapter III.
 - g) Contract Specification
 - h) Other Technical Documents and drawings.
 - i) Other document and correspondences
3. The Commencement of Contract shall be the date of issue of FAX Letter of Acceptance.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for preparation & approval of mining plan including progressive mine closure plan of Birmitrapur limestone & dolomite mines over an area of 793.043ha. for the production of 2.83 MTA lime stone and 2.43 MTA dolomite per annum for the period from 2016-17 to march'2020 & preparation & approval of final mine closure plan (FMCP) for area of 305.337 ha. Comprising five blocks i.e. Block- I, II, III, IV & VI of M/s Bisra Stone Lime company limited, in the district of Sundargarh, Odisha.
5. Time is the essence of the Contract. The work will commence within 10 days from the date of issue of Letter of Acceptance/work order. The above work shall be considered as completed in all respects only after fulfilling all the contractual obligations under the Contract.

6. The Employer hereby covenants to pay the Contractor in consideration of the above Work, the Contract Price in the manner described in the Contract.
7. No amendment to this Contract shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Contract.
8. All disputes arising out of or in any way connected with this Contract shall be deemed to have arisen in Birmiritrapur, Odisha. Only the Courts in Odisha or Kolkata shall have jurisdiction. However, the disputes, if any, shall be settled by Arbitration mentioned in the General Conditions of Contract.
9. The several parts of the Contract have been read and fully understood by us.
10. IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Employer)

Signed by the said in the presence of

Signature.....

Name.....

Address.....

(Contractor)

Annexure-V

BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK TO BE EXECUTED ON A STAMP PAPER OF VALUE NOT LESS THAN Rs 100.00 BOUGHT IN THE NAME OF THE EXECUTING BANK.

To
The Bisra Stone Lime Company Limited Birmitrapur,
District-Sundergarh, Odisha-770033

1. Name and Address of the Bank :
2. Bank Guarantee No. :
3. Date of Issue/with effect:
4. Date of Expiry :
5. Claim Period :
6. Limit of Liability :
7. Ref. Letter of Acceptance : and Date
8. For (Name of work) :

SUBJECT: SECURITY DEPOSIT

In consideration of The Bisra Stone Lime Company Limited having its office at Birmitrapur, District-Sundergarh, Odisha-770033 (a Government Company incorporated under the Companies Act, 1956) having its registered Office at SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT LAKE, KOLKATA (hereinafter called the Company) having agreed to accept the Security Deposit of `..... (Rupees..... (Only)M/s _____ (hereinafter called the Contractor) under the terms and conditions of the Letter of Acceptance No: _____ dated _____ for (Name of the _____ work) _____ on _____ a comprehensive basis and as per your Letter of Acceptance dated _____ (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of performance under the custody of the Contractor in terms of the said tender as also for the due fulfillment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for `..... (Rupees..... (Only) We, _____ (Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of `..... (Rupees..... (Only) caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of `..... (Rupees..... (Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/defaults on the part of the contractor.

2. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.

3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of `..... (Rupees..... (Only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.

4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required.

5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and The Bisra Stone Lime Company Limited Page -- conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein contained will enlarge our liability beyond the limit of `..... (Rupees..... (Only) as aforesaid or extended the period of the Guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.

9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us

(whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned. The Bisra Stone Lime Company Limited

11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.

12. It shall not be necessary for you to proceed against the contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from contractor at any time or when proceedings are taken against us hereunder be outstanding or unrealized.

13. We (Name of the Bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at Rourkela/Kolkata and they shall honour such demand in any case not later than next working day.

14. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below: DATED THE _____ DAY OF _____ TWO THOUSAND