

THE BISRA STONE LIME COMPANY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

TENDER DOCUMENT FOR PHYSICAL VERIFICATION OF MINES STOCK

Money Receipt No: _____

Dated: _____

Name of the Tenderer : _____

Address of the Tenderer: _____

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

[Price of the Tender Documents Rupees Five hundred twenty five Only]

THE BISRA STONE LIME CO.LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

REGD.OFFICE

AG-104, SOURAV ABASAN
SECTOR-II,
SALLAKE CITY,
KOLKATA- 700091

MINESOFFICE
G.O.COMPLEX,
BIRMITRAPUR,
PIN-770033.

CHAPTER-1
TENDER NOTICE

Ref NO: BSLC/Stock/Job no-03

Dated: 23 /03/2016.

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES,BIRMITRAPUR.

1. Tender invitation:

Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced Public Analysts for carrying out the verification of major minerals i.e both Limestone and Dolomite physically lying at various locations in our mines at BSLC, Birmitrapur on 31.03.2016 as detailed in the "Scope of work".

2.Tender Document:

Non-transferable separate tender documents can be obtained from the office of the Dy. Manager (finance), B.S.L.CO.LTD, Birmitrapur during office hours on any working day as per schedules given below on payment of Rs 525/- (Five hundred twenty five rupees) only per unit or can be downloaded from our website www.birdgroup.gov.in & CPP Portal. In case of downloading the cost of tender document is to be deposited by demand draft drawn in favour of "The B.S.L.Co.Ltd" payable at Birmitrapur/Rourkela..

In case of downloaded tender, the bidder has also to submit an undertaking on the company's letter head that no amendment have been made in the tender document downloaded from company's website, at the time of submission of tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

3. Pre-bid consultation:

The tenderer are free to join pre bid consultation to be held on 28/03/2016 at G.O Conference Hall in the office of the Business Head for clarifying doubt / seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought are needed solely at the discretion of BSLC.

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

5. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.

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

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

THE BISRA STONE LIME COMPANY LIMITED

BUSINESS HEAD

THE BISRA STONE LIME CO.LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

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CHAPTER-II

GENERAL CONDITION

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES,BIRMITRAPUR.

1. SCOPE OF WORK –

i) The agency is required to carry out the job of physical verification, sampling and analysis of the major minerals i.e. Limestone & Dolomite at different locations of BSLC mines by submitting Quantitative & Qualitative data regarding the ore in the following format :

LOCATI ON	LOT NO	TYPE OF ORE	SIZE OF ORE (IN MM)	MEASUR EMENT (L x B x H)	CONVER SION FACTOR	QUANTITY (IN MT)AS PER CONVERSION FACTOR OF DDM	CHEMICAL SPECIFICAT ION(IN %)
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NB: The approximate quantity of stock will be 1.50 lakhs MT which will be increased or decreased (+) (-) 20%. And the quantity in MT will be calculated by multiplying the measurement in cu.m by conversion factor i.e by 1.64 for Dolomite & 1.52 for Limestone.

ii) Complete data in respect of the ores as per above format indicating chemical & physical content of each stack there in is to be ascertained as on 31.3.2016.& report has to be submitted to Dy. Manager (Survey) within 10th of next month.

iii) The agency shall carry out physical verification, sampling & analysis strictly as per applicable standards & scientific norms applicable to the job.

iv) All equipments required for measuring by scientific method shall be arranged by the tenderer.

v) The job of physical verification of ores shall be carried out in the presence of BSLC representative

vi). Fooding & transportation will be arranged by the agency. Only accommodation at mines shall be arranged by BSLC.

vii). The approximate quantity of Limestone & Dolomite stock will be 150,000 MT.

2. CONTRACT PERIOD:

The job has to be commenced immediately on receipt of LOI / Work order & the report of physical verification along with chemical analysis is to be submitted within 10th April 2016.

3. AREA OF OPERATION:

The area of operation shall be at different locations of BSLC Mines, Crusher site, Loading platforms & any other location within mining lease area.

4. ELIGIBILITY CONDITION:

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

i) The tenderer must submit cost of tender document in shape of demand draft/Money Receipt of Rs 525/- drawn in favour of "The B.S.L.Co.Ltd" payable at Birmitrapur along with the techno commercial bid.

ii). The EMD of Rs 5,000/- in shape of crossed Demand Draft drawn in favour of "The Bisra Lime Stone Company Limited" payable at Birmitrapur to be enclosed.

iii) The agency must have 01 (one) year experience in physical verification, sampling and analysis of the ore during last 03 years i.e. 2012-13, 2013-14 & 2014-15.

iv) Registered Partnership deed in case of a partnership firm b) Memorandum of Article and Article of Association in case of Limited company, c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.

v) The agency must have service tax registration Number. Copy of service tax number is to be enclosed.

vi) An undertaking, in company /firm's letterhead is required regarding that the party has not been debarred/blacklisted by any PSU and BSLC at any point of time.

vii) 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 condition of the tender as per undertaking format attached as per (Annexure – I

viii) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.

ix) The Agency must have own NABL (National Accreditation Board for Testing and Calibration Laboratory) accreditation. Copy of NABL certificate is to be submitted.

x) The Tenderer shall be financially sound and should have achieved an average financial annual turnover of minimum Rs 1.50 lakhs in the last 03 years starting from 2012-13 to 2014-15 & submit the following documents as proof:

a) Copies of audited profit and loss accounts of last three years.

b) Copies of Income tax Return of last three years.

(Note: Submission of any forge document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.)

5. Evaluation of the bids:-

- i. The Part -1 Techno Commercial Bid:-** Parties who will fulfill all requisite conditions of eligibility clause of Chapter-II of this document, will be construed as technically qualified and may be considered for evaluation part-II i.e. price bid.
- ii. The Price Bid** of technically qualified bidders shall be evaluated in the lowest rate per tonnage basis.

6. Earnest Money deposit:

Tender in the prescribed format complete in all respects shall have to be accompanied with non- interest bearing Earnest Money Deposit of Rs 5,000/- (Rupees Five thousand only) in the form of Demand draft drawn in any Nationalized Bank In favor of ‘ THE BISRA STONE LIME COMPANY LIMITED” payable at SBI Birmirapur .

Tender without prescribed EMD shall be rejected. The EMD of successful bidder shall be converted into security deposit which will bear no interest.

Note: Earnest Money of unsuccessful bidder will be refunded after award of the contract.

7. SECURITY DEPOSIT (SD):

The earnest money of successful bidders shall be converted into security deposit and the security deposit shall not bear any interest. 5% amount from the gross bill will be kept as security deposit. Security deposit will be released on completion of work and production of clearance certificate issued by Survey, mines & geology depts. which is to be duly approved by the Business Head, BSLC. Security deposit is also liable to be adjusted against any dues arising due to non- payment of any liability on account of the Agency.

8. PENALTY, WAIVAL & TERMINATION:

If the tenderer has not commenced the work from the date as mentioned in the IOI/work order, the EMD amount deposited for the work shall be forfeited. If the work is commenced but not completed within the scheduled time I.e 10/4/2016, then BSLC can cancel the contract & forfeit the EMD amount. BSLC will not entertain any payment for the part work done by the agency till such time. If the delay is found to be for reasons, which are beyond the control of the tenderer, the penalty can be waived by Business Head of BSLC on receipt of request from tenderer and recommendation of respective departments. The Business Head if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD shall be forfeited.

9. Award of Contract

9.1. Normally the work will be awarded to the lowest bidder. The company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

9.2. Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without

assigning any 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 without assigning any reason what so ever.

9.3. BSLC also reserves the right not to accept the lowest offer and to divide the work to more than one party /parties in the ratio of 60:40 provided L2 bidder match with the L1 rate.

9.4. 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.

10. BASIS OF PAYMENT:

i) On completion of survey work the agency will be submit the Final report along with the bill (Rate per cu.m x quantity) in triplicate, which on verification by Dy. Manager(S & P), Sr. Manager (Mines) & Sr. Manager (G & E) will be forwarded to Business Head for approval.

ii) Income Tax and other taxes including surcharge and cess 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.

iii) The final bill will be subject to deduction of the TDS, any other dues levied by the Govt., penalties and other deductions, if any as per the contract.

iv) Payment will be made within 30 days of the receipt of the approved bill by Finance Dept through RTGS/ CBS.

11.TAX DEDUCTED AT SOURCES:

Income tax & other taxes including surcharge and cess 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.

BUSINESS HEAD.

THE BISRA STONE LIME CO.LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

REGD.OFFICE

AG-104, SOURAV ABASAN
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CHAPTER III

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES, BIRMITRAPUR.

SPECIAL CONDITIONS

1. DEFINITIONS:

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

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

1.3. Name of the Tender: Name of the Tender means the work to be perform by the tenderer

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

1.5. Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the Tenderer.

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

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

1.8. BSLC: BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office at AG-104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata-700091.

1.9. Employer: Employer means BSLC

1.10. Competent Authority: - Competent Authority means MD or any designated officer by The MD.

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

2. Validity: The validity of the offer shall be for 90 days from the date of opening of the techno-commercial bid.

3. SUBMISSION OF TENDER:

The Tender shall be submitted in parts i.e. Part-I i.e. Techno-Commercial Bid and Part-II i.e Price Bid in separate covers super scribing for which the tender is submitted, name and address of the tenderer. Both the above covers shall be put in another covers super scribing the job for which the tender is submitted along with address of the tenderer.

The Tender shall be submitted to the **Business Head The** Bisra Stone Lime Company Limited, at/P.O- Birmitrapur, Sundargarh ((Odisha)) on or before 3-00 P.M of 29-03-2016.

4. OPENING OF TENDER:

The Technical bid part-I shall be opened on 29/03/2016. At 3.30 P.M in the office of the **Business Head**, The Bisra Stone Lime Company Limited, At/P.O-Birmitrapur, Sundargarh (Odisha) in the presence of the tenderers or their accredited representatives. The date of opening of price bid shall be intimated to the tenderer whose techno-commercial bids found acceptable.

5. Obligation of the contractor:

5.1. The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

5.2. The contractor shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Mines Office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions act, 1952.

6. RESPONSIBILITIES OF THE AGENCY/TENDERER:

6.1 The work order is to be accepted by the tenderer within 3 days of communication of the same.

6.2 The tenderer will commence and complete the work as stipulated in the tender document

6.3 Compliances of the all government formalities/guidelines/rates etc. in respect of carrying out the above work shall have to be duly complied by the agency.

6.4 The tenderer is to ask for necessary documents/records from BSLC within 03 days of acceptance of the work order for carrying out the work. If documents are not available with BSLC, then the tenderer has to make/collect the same at his own cost.

6.5 The agency shall have to make his own arrangements for traveling & fooding during contract period.

6.6. The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.

6.7. The agency will comply the direction of Business Head or his authorized representative from time to time.

7. RESPONSIBILITY OF BSLC LTD:

i) The job of physical verification of ores shall be carried out in the presence of BSLC representative.

ii) Any document required by the agency during survey work will be provided by BSLC.

8. SPECIAL CONDITIONS:

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

9. ESCALATION:

The tendered/agreed price will be firm and fixed and no escalation in any from will be entertained during the tenure of the contract.

10. OTHER CONDITIONS:

10.1. The Agency will immediately report occurrence of all accident during the working hours including particulars of the employees involved and effect payment of compensation as per workmen's compensation Act as amended from time to time within the prescribed time limit.

10.2. All vehicles engaged for this work must be duly registered and fully insured against third party risk and must have fitness certificate, road permit, tax token etc. issued by road transport Authorities, Orissa.

10.3. With regard to the execution of the order, the Agency will abide by the direction of the Business Head or his authorized representative of BSLC.

10.4. In the event of the tenderer's failure to fulfill the contract terms for execution of work therein, the company reserves the right to have the contractual obligation carried out by alternative arrangements and consequential loss suffered where by shall be borne by the Agency.

11.SERVICE TAX:

Service tax if any shall be reimbursed to the agency as per applicable rate on production of proof of payment of the same to the authority.

12.EXIT CLAUSE:

Both the parties have the right to exit from this contract /agreement by serving notice in writing immediately after getting the work order/LOI.

13. RISK PURCHASE:

In the event of failure to fulfill the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from the tenderer any additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management.

14.COUNTER OFFER:

Any offer of the bidder which stipulates deviation from the terms and conditions stipulated in the chapter II (terms and conditions) and chapter III (general condition) of the Tender will be treated as counter offer and may be liable for rejection.

15. MODIFICATION OF CONTRACT:

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

16. FORCE MAJEURE CLAUSE:

Time being the most important feature of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control then provide notice of happenings of any such eventuality is given by the affected party to the other party within 05 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither part can claim any compensation from the other party because of force majeure events.

17. ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be referred to the Managing Director of the BSLC Ltd., AG – 104, Sourav Abasan, Sector –II, Salt Lake, Calcutta -700091 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company.

Note:

- i) The court of Sundargarh and High court at Cuttack will have the jurisdiction to address any unsettled dispute.
- ii) No claim of arbitration will be entertained in regard to facts which party is supposed ascertain before participating in the Tender.

Business Head

THE B.S.L.CO.LTD, BIRMITRAPUR

PART- I: TECHNO COMMERCIAL BID

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES, BIRMITRAPUR

Tender Notice No. BSLC/Stock/Job No 03

Dated: 23/03/2016

Sl.No	PARTICULARS	INFORMATION BY BIDDER
01	Name of the Bidder	
02	Address of the Bidder	
03	Mobile/Land line/Fax No.	
04	Payment towards cost of tender paper for Rs.525/-	MR/DD/BC No Date: Drawn on: Amount:
05	Payment towards EMD for Rs.5,000/-	DD/BC No Date: Drawn on: Amount:
06	Status of the Bidder (Proprietorship/ Partnership/Registered company)	Copy enclosed/Not enclosed (put a tick mark)
07	IT Permanent Account No.	Copy enclosed/Not enclosed (put a tick mark)
08	Latest income tax return	Copy enclosed/Not enclosed (put a tick mark)
09	Service tax registration	Copy enclosed/Not enclosed (put a tick mark)
10	Experience certificate in respect of conducting Physical verification of Ores	Copy of experience certificate and work order, if any Enclosed/Not enclosed (put a tick mark)
11	Undertaking regarding blacklisting	Copy enclosed/Not enclosed (put a tick mark) if applicable.
12	Declaration in Annexure-I	Copy enclosed/Not enclosed (put a tick mark)

13	Expected date of commencement of work	
14	Whether the bidder is an employee or any relative is working in BSLC	YES/NO (If yes, then please mention the name, designation and department of self or such relative)
15	NABL certificate is enclosed	YES/ NO

CERTIFICATION BY BIDDER:

I/we certify that the above mentioned particulars are correct and to the best of my/our knowledge. In case any statement made above is found not correct my/ our tender may be rejected by the company.

I/we also certify that I/we have visited the mines and perused the related document plans/other particular got fully conversant with the status of the project under MCDR-1988 and our price bid is based on the basis of our full understanding about the job.

I/we also authorise 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 BIDDER WITH SEAL

DATE:

THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR

PART-II i.e. PRICE BID

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES, BIRMITRAPUR

Ref: 42/BSLC/Stock/Job No 03

Dated- 23/03/2016

DESCRIPTION OF WORK	RATE PER MT (Rs)
Physical Verification of Limestone and Dolomite as specified in "Scope of Work" i.e. Clause 1 of Chapter –II of Tender Document.	In Figures: Rs. ----- In words: Rupees -----

N.B:

- i) Service tax will be reimbursed extra as applicable on production of proof of payment.
- ii) Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

SIGNATURE OF BIDDER WITH SEAL

DATE:

UNDERTAKING

Annexure-I

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

Sub: PHYSICAL VARIFICATION OF LIMESTONE & DOLOMITE AT BSLC MINES, BIRMITRAPUR

Ref: tender notice: BSLC/Sock/ Job no 03

Date:- 23/03/2016

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 any PSU or debarred by BSLC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer
With Seal

Encl: List of documents

- [I] Tender Schedule
- [ii] Part-I Techno commercial Bid
- [iii] Part-II Price Bid.

