

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

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ORISSA. PIN -770033.

**REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,
KOLKATA-700091**

NOTICE INVITING TENDER

NIT NO: BSLC/MINES/16-17/Job No-09

DATE: 09.03.2017

Sealed Tenders in prescribed format (in two parts) are invited from experienced agency to carry out the job of physical verification, sampling and chemical analysis of the major minerals i.e. Limestone & Dolomite at different locations of BSLC mines as on 31.03.2017.

Name of the Tenderer : _____

Address of the Tenderer: _____

Money Receipt No: _____

Dated: _____

SIGNATURE OF ISSUING OFFICER

SIGNATURE OF THE TENDERER

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

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KOLKATA-700091

NIT NO: BSLC/MINES/16-17/ Job no -9

DATE: 09.03.2017

CHAPTER – I

01. INFORMATION TO BIDDERS:

Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced agency to carry out the job of physical verification, sampling and chemical analysis of the major minerals i.e. Limestone & Dolomite at different locations of BSLC mines by submitting Quantitative & Qualitative data regarding the ore as on 31.03.2017 as detailed in the “Scope of work”.

02. RATE TO BE QUOTED:

(I) Rate to be quoted in the prescribed price bid format in Part- II.

03.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.co.in 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.

04. PRE-BID CONSULTATION

The bidders are free to join pre bid consultation to be held on 15/03/2017 at 10 AM in the office of the BUSINESS HEAD, B.S.L.CO.LTD, *At/Po-Birmitrapur, Dist-Sundargarh, Odisha*, 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 07 days before the opening of the bid.

05. SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Tender Notice No.	BSLC/MINES/16-17/Job no 09 Dated :09.03.2017
2.	Name of the Work	Physical verification, sampling and chemical analysis of the major minerals i.e. Limestone & Dolomite at different locations of BSLC mines as on 31.03.2017.
3.	Cost of Bid Document	INR Rs 525/- (Five hundred twenty five rupees) only
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR. 5000/- (Rupees Five thousand only) The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6 months from the date of opening of the technical bid, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to “The Bisra Stone Lime Company Limited” at Birmitrapur. MSME unit are exempted from submission of EMD.
5.	Availability of Tender Documents	Office of the Dy. Manager (Fin), BSLC, Birmitrapur & from www.birdgroup.co.in , & CPP portals.
6	Place & Time of Pre Bid Consultation.	15/03/2017 at 10 A.M. in the office of the Business Head, BSL. Co. Ltd, At/Po- Birmitrapur, Dist-Sundargarh, Odisha
7	Date of Issue of Bid Documents	From 09/03/2017 to 18/03/2017.
8	Date of Submission of Bid Documents	20/03/2017 up to 3.00 P.M.
9	Date of Opening of Techno-commercial Bid	20/03/2017 at soon after 3.30 P.M.
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation
11	Period of Contract	10 days from issue of Letter of Intent (LOI)/Work order
12	Validity Period of Bid	120 days from the date of opening of Part-I (Technical offer)

Sd/-
BUSINESS HEAD
BSLC LTD

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NIT NO: BSLC/MINES/16-17/ Job no 9

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CHAPTER-II

SPECIAL CONDITIONS

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 1.20 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 lot (stack) there in is to be ascertained as on 31.03.2017.& report has to be submitted to Dy. Manager (Survey) within 10 days from the issuance of work order /LOI. Approximately 60 lots will be measured and accordingly minimum sample for analysis (Chemical & Physical) should be 60 nos.

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 120,000 MT.

2. CONTRACT PERIOD:

The period of contract is 10 days from the issuance of work order /LOI.

03. EARNEST MONEY DEPOSIT

Tender must be accompanied by a DD/PO/BG for an amount of Rs. 5000/- (Rupees Five thousand only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmitrapur or a Bank Guarantee for an equivalent amount from any Nationalized bank/Scheduled Commercial Banks in the prescribed format (Format enclosed) favouring The Bisra Stone Lime Company Ltd.

In case of BG, it should be valid for a period of 6 months from the tender opening date i.e 20.03.2017 .The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned. The EMD amount shall not bear any interest. In case any party denies accepting the work order / contract, their EMD shall be forfeited. Tender without EMD shall summarily be rejected.

Note: -

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

(b) EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 3 months.

(c) The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit, provided they submit a letter requesting for exemption from submission of EMD along with the offer.

(d) Start-up MSEs are relaxed in submission of EMD.

(d) Earnest Money should be deposited in form of BG/DD/PO drawn on any Nationalised / Scheduled Bank. The Small Scale Industries who are registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender. The SSI and NSIC shall submit "Performance Guarantee Bond" (Annexure- V) in lieu of security deposit. The Small Scale Industries who are registered for the particular trade/Item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit and Security Deposit. Such industries with their provisional/temporary registration and not registered for the particular trade/Item for which tender is being invited would not be eligible for exemption.

i) Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money. No interest will be paid on EMD.

ii) Tender without prescribed earnest money shall be rejected.

iii) EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

Note: The bidders who are exempted to deposit EMD by State or Central Govt. or Govt. Institutions will have to produce a valid certificate in place of EMD.

04. SECURITY DEPOSIT (SD):

Recovery of Security Deposit @ 5% shall be made by BSLC from the bill of the contractor. The Security Deposit shall be released/ settled after successful completion of tendered work and on receipt of clearance certificate from concerned Mines Manager and respective departments.

05. 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. 2013-14, 2014-15 & 2015-16. The bidder should provide the proof of experience i.e related work order of same type of job and work completion certificate.

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) Copy of PAN card is to be submitted by bidder.

vii) 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.

viii) 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

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

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

xi) The Bidders must have average financial annual turnover at least Rs 1.00 Lakhs during last 03 years ending 31.03.2016. Copy of Income tax return, Balance Sheet and Profit & Loss A/c towards proof of Annual Turnover should be submitted by the bidder.

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

06. EVALUATION OF THE BIDS:

The bidders are advised to quote their rates in the format given in Part-II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorized representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course.

L1 bidder will be evaluated on the basis of lowest rate quoted in the price bid.

07. BASIS OF PAYMENT:

i) On completion of survey work the agency will submit the Final report along with the bill (Rate per MT 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.

08. 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.

09. NORMS OF MEASUREMENT:

MEASUREMENT: The Contractor shall maintain the record as specified in Scope of work.

10. PAYMENT AND SETTLEMENT OF BILLS:

a) Payment will be made at fixed agreed rate per MT.

11. PENALTY:

If the tenderer has not commenced the work from the date as mentioned in the LOI/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. within 10 days from the issuance of work order /LOI, 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.

If the completion of work is not made within 10 days, then BSLC will deduct penalty @ 0.5% of contract value per day of delay beyond the scheduled time and maximum up to 5% of contract value.

12. 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 Company. 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) Company also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder//bidders.

iv) Company also reserves the right to award the contract to L2 party at L1 rate if L1 party refuses to sign the agreement or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group companies.

13. TAX DEDUCTED AT SOURCE:

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.

BUSINESS HEAD

**THE BISRA STONE LIME COMPANY LIMITED
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NIT NO: BSLC/MINES/16-17/ Job no 9

DATE: 09.03.2017

CHAPTER-III

GENERAL CONDITIONS

01. Definition:

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. Tender: Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. Name of the Tender: Name of the Tender means the work to be performed by the 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 Price Bid Format to be performed by the contractor;
- 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: Contractor means the person or society, firm, company whose tender has been accepted by the BSIC;
- h. BSLC: BSLC means "The Bisra Stone Lime Company Limited" A Company incorporated in India and having its registered office at Saurav Abasan, 2nd Floor, Sector-III, Salt Lake, Kolkata-700 091
- i. Employer: Employer means BSLC
- 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 imposed by the Government from time to time.

to deposit EMD by State or Central Govt. or Govt. Institutions will have to produce a valid certificate in place of EMD.

02. TENDER SUBMISSION:

The Tender documents complete in all respect shall be submitted in 3(three) parts i.e. Part-I: Techno Commercial Bid , Part – II: Price Bid and Part-III : Cost of tender documents and EMD. All the three parts sealed in 3 (three) separate envelopes clearly Super scribing “Techno-Commercial Bid” , “Price Bid” & “ Cost of Tender documents and EMD”on the respective envelopes. All the Bids i.e. Techno-Commercial, Price Bid and cost of Tender documents & EMD shall be sealed in a 4th separate envelop with complete tender details super scribing Tender Notice No. & Date, Name & Address of the Bidder. Tenders shall have to be submitted at the Tender Box of the company as mentioned in the following address: THE BUSINESS HEAD. AT: THE BISRA STONE LIME COMPANY,LTD.PO: BIRMITRAPUR. DIST: SUNDARGARH (ODISHA) PIN: 770033.

Note: Bids received after 3.30 PM will be rejected, however bids received between 3 PM & 3.30 PM before opening of tender may be accepted by the company.

ii) 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.

iii) Any tender containing clerical or arithmetical mistakes may be rejected.

iv) 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.

Note: The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

03. OPENING OF TENDER:

The Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter – I

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

04 .Validity:

The Tender and the prices quoted shall be deemed to be remaining valid for a period of 120 calendar days from the date of opening of Part-I (TECHNICAL Bid). In case of tenderer revoking or withdrawing/cancelling his Tender, 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 along with the Tender.

05. ESCALATION/DE-ESCALATION:-

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

06. WORKING HOURS:

Working hours at mines will be as per the notifications issued by Business Head / company from time to time.

07. OTHER CONDITIONS:

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

- ii) Copy of the PAN card to be enclosed.
- iii) The agency must have service tax registration Number & P.F code Number. Copy of service tax number & P.F code Number are to be enclosed.
- iv) Equipment(s) to be deployed by the bidder should have proper insurance coverage throughout the contract period.
- v) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender may be treated as invalid.

08. OBLIGATION OF THE CONTRACTOR:

- i. Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg-guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, Company will procure the safety equipments and supply to the workers of the contractor(s).The cost of procurement will be recovered from contractor(s) dues or otherwise.
- ii. The Contractor shall work as per provision of Mines Act, 1952 Mines Rules 1955 & Metalliferous Mines Regulations, 1961 & Environment Guidelines issued by the State Pollution Control Board, Orissa & Mining Plan approved by IBM.
- iii. 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. Company 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 by the contract will be entertained by Company on this account.
- iv. The contractor shall abide by all Industrial & Labour Laws applicable to Mines.
- v. The Contractor shall abide by the IBM approved mining scheme and will not contravene any statutory provisions applicable to mines.
- vi. The Contractor will indemnify the Company for any loss or damages, which it may suffer on the part of the contractor, due to default or negligence in part of the contractor or its employees.
- vii. Contractor shall arrange for all inputs required to operate the equipments and/or do the job and maintain the equipments. Besides this, cost of operators and all consumable items will be borne by the contractor.
- viii. The bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work by submission of the tender and the rates quoted by him in the Tender will be considered adequate to complete such work according to the specifications and condition attached thereto. It will also be assumed that he has taken into account all conditions and difficulties that may be encountered during the process of execution of work and quoted the rates which are inclusive of labour and material with taxes, Octrai and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the company.
- ix. Award of the contract will be intimated to the successful bidder through LOI.

x. If the Tenderer has any relative employed in any capacity in the Company, he shall inform the Company in writing about this fact while submitting his tender, failing which his tender/contract may be rejected/terminated, if the fact subsequently discovered. In such case the bidder/contractor shall be liable to make good to the Company to any loss/ damage resulting from such cancellation. The Company may recover the loss/ damage from outstanding dues or/and EMD/SD of the bidder/contractor.

xi. No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.

xii. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.

xiii. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract, special conditions of contract, specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications and drawing and the works items in the tender schedule, the works in the tender schedule shall prevail for determining the rate.

xiv. In case of abnormally low quoted rate, the company reserves the right to call justification for the lowest tenderer.

xv. The agency will make his own arrangement for safety & security for equipments deployed by him at work site.

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

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

xviii. 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.

xix. 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.

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

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

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

9. 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

10. LEGAL & MISCELLANEOUS OBLIGATION:

i. The Contractor 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 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

ii. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating equipments and ancillary activities.

iii. The Contractor shall report occurrence of all accidents in the Mines including particulars of his Employees involved and effective payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities. In the event of Contractors' failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act., the Company shall have the right to set aside the relevant amount from the Bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.

iv. The contractor shall be responsible to comply the provisions under the Mines Act 1952 and the Rules & Regulations framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works Connected with the operation of mines. Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit, including termination of the contract.

v. In the event of the Company sustaining any loss by reasons of any damage to any of its property which in the opinion of the Company is due to the negligence or carelessness of the contractor or his employees, the Company shall be entitled to recover from the contractor(s) and the contractor will pay to the Company the full amount for such loss. The amount of any such loss as certified in writing by the Company or its agent is final and binding on the contractor.

vi. No part of the contract shall be sublet without written permission of the Business Head of the company or transfer is made by Power of Attorney authorizing others to receive payment on the contractor's behalf.

vii. With regard to execution of this work, the contractor shall abide by the direction of Mines Manager or any nominated officer of the Company.

viii. The Contractor shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 & MMDR Act, 1957 & rules/regulations/guide line framed there under and amended from time to time by the Central Government and Mining Plan as approved by IBM and the Pollution Norms stipulated by OSPCCB.

11. DEVIATION:-

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. 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.

12. 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 address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

13. COUNTER OFFER:

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II (Special conditions) and Chapter-III (General conditions) of the tender will be treated as counter offer and may be liable for rejection.

14-RISK PURCHASE:

In the event of failure to full fill 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 agency and 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.

15. 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 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.

16. EXIT CLAUSE: - Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 90 days.

17. ARBITRATION:-

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, Saurav Abasan, 2nd floor, Sector-III, Salt Lake, Kolkata-700 091 and his decision in the matter will be final and binding on the contractor and the Company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

Note: The Court of Kolkata will have the jurisdiction to address any unsettled dispute. (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.)

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 09****Dated: 09/03/2017**

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 09

Dated- 09/03/2017

DESCRIPTION OF WORK	RATE PER MT (Rs)
Physical Verification, Sampling and Chemical analysis of the major minerals i.e Limestone & Dolomite at different locations of BSLC Mines. Quantity: 1.20 lac MT +/- 20%	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 09

Date: - 09/03/2017

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.