



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

<b>MINES OFFICE:</b> AT- BIRMITRAPUR, DIST- SUNDERGARH, ODISHA-770 033 PH.-0661 – 2610069/205/270 Fax: +91- 0661- 2610270 E-MAIL: <a href="mailto:bslcoltd@rediffmail.com">bslcoltd@rediffmail.com</a>	<b>REGD. OFFICE:</b> SOURAV ABASAN, AG-104, SECTOR- II, SALT LAKE, KOLKATA-700 09 1 PHONE: 033 –40169200, FAX: 033 – 40169267 E-MAIL: <a href="mailto:info.birdgroup@nic.in">info.birdgroup@nic.in</a> , <a href="mailto:birdgroup@eth.net">birdgroup@eth.net</a>
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**LETTER OF SUBMISSION OF TENDER,  
INSTRUCTIONS TO THE TENDERER,  
ARTICLES OF AGREEMENT  
GENERAL CONDITIONS OF CONTRACT  
AND  
SPECIAL CONDITIONS OF CONTRACT  
FOR**

**SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR  
DRILLING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE  
PER MONTH ROM LIMESTONE FROM GURPAHAR QUARRY/DOLOMITE FROM  
PATPAHAR QUARRY TO FEED THE DEPARTMENTAL CRUSHER NO- 4 AT PATPAHAR  
OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, ODISHA**

This Tender Document is is sued to

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

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

\_\_\_\_\_

\_\_\_\_\_

**Issued by:**

\_\_\_\_\_  
**The Bisra Stone Lime Co. Ltd.**

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**LETTER OF SUBMISSION OF TENDER**  
**(To be submitted by the Tenderer along with his/their Tender)**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Business Head  
The Bisra Stone Lime Company Limited  
Birimtrapur  
District-Sundergarh  
PIN-770033

**Ref:** BSLC/MINING/2017-18/JOB NO10

Date:-19/02 / .2018

**Sub:** SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR DRILLING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM LIMESTONE FROM GURPAHAR QUARRY/DOLOMITE FROM PATPAHAR QUARRY TO FEED THE DEPARTMENTAL CRUSHER NO-4 AT PATPAHAR OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, ODISHA

Dear Sirs,

With reference to the Tender invited by The Bisra Stone Lime Company Limited(BSLC), I/we, M/s ....., have examined the Tender Documents comprising of Instructions to the Tenderer, Articles of Agreement, General Conditions of Contract, Special Conditions of Contract, Tender Specifications, and hereby offer to undertake supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gurpahar Quarry/Dolomite from Patpahar Quarry to feed the Departmental Crusher No- 4 at Patpahar of BSLC mines, Birmitrapur of Sundargarh District, Odisha

I/We undertake to commence production as mentioned in the scope of work within 30 days from the Date of award of Contract / FAX LOA, in conformity to the Contract Schedule.

I/We have deposited as Earnest Money a sum of Rs. 17, 50,000 (Rupees Seventeen Lakh Fifty Thousand only) which amount is not to bear any interest and we do hereby agree that this sum shall be forfeited in the event of my/our withdrawal of the Tender or if I/we fail to sign the agreement when called upon to do so.

I/We hereby agree that until a formal Agreement is prepared and signed in accordance with the Articles of Agreement, this Tender together with your written Letter of Acceptance thereof shall constitute a binding Contract between us.

I/We hereby agree that you are not bound to accept the lowest or any other Tender you may receive and I/We shall not have any right or claim, whatsoever it may be, due to or arising out of non-acceptance of our Tender.

I/We agree that Price Bid of this Tender submitted by us shall remain valid for a period of 180 days from the due date of submission of Tender.

Yours faithfully,

*[Signature and Name]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the capacity of \_\_\_\_\_ *[position]*

Duly authorised to sign this Tender for and on behalf of  
M/s \_\_\_\_\_  
\_\_\_\_\_ *[Name of the Tenderer]*

\_\_\_\_\_ *Address of the Tenderer)*

\_\_\_\_\_ *[Address of the Tenderer)*

e-mail ID: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**THE BISRA STONE LIME COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
BIRMITRAPUR

**INSTRUCTIONS TO THE TENDERER**

**MINES OFFICE:**

AT/PO- BIRMITRAPUR, DIST-SUNDERGARH, ODISHA, PH.-  
0661 – 2610069/205/270 Fax: +91- 0661- 2610270 e-Mail:  
[bslcoltd.brmp@gmail.com](mailto:bslcoltd.brmp@gmail.com)

**REGD. OFFICE:**

SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE, KOLKATA-700 091  
PHONE: 033 –40169200, FAX: 033 – 40169267  
e-Mail: [www.birdgroup.co.in](http://www.birdgroup.co.in)

NOTICE INVITING TENDER (NIT)

Sealed Tenders in prescribed format (in two parts) i.e. PART-I Techno-Commercial Bid and PART-II Price Bid are invited from reputed and experienced agencies for the job of supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry/Dolomite from Patpahar Quarry to feed the Departmental Crusher no- 4 at Patpahar of BSLC mines, Birmitrapur Of Sundergarh District, Odisha

<b>A.</b>	Notice Inviting Tender (NIT) No & Date	<b>BSLC/MINING/2017-18/JOB NO-10</b> <b>DATE: 19 /02 /2018</b>
<b>B.</b>	Item Description	Supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry/Dolomite from Patpahar Quarry to feed the Departmental Crusher No -4 at Patpahar of BSLC mines, Birmitrapur of Sundergarh District, Odisha
<b>C.</b>	Cost Of Tender Document Inclusive Of OVAT (Non Refundable, Non Transferable)	Rs.1,050/- (Rupees one thousand fifty only) –By Hand or by downloading from BSLC’s website. Rs. 2,100/- (Rupees two thousand one hundred only) –By Post.
<b>D</b>	Date & time for receipt Of requisitions for tender Documents who wish To collect the tender Document in person/by post	Up to IST 16:30 Hours of 09 /03 /2018 by person. Up to IST 16:30 Hours of 06 /03 /2018 by post.

<b>E.</b>	Date & time for issue of tender document in person/by post	Up to IST 12:00 Hours of 10/03 /2018 by person Up to IST 16:30 Hours of 07/03 /2018 by post.
<b>F.</b>	Place & Time Of Pre Bid Consultation.	06 /03 /2018 at IST 15:00 Hours in the Office of the Business Head, BSLC Mines Office, Birmitrapur, Odisha
<b>G.</b>	Due Date & Time Of Submission Of Tender	13 /03 /2018 at IST 15:00 Hours
<b>H.</b>	Place of Submission Of Tender	Office of the Business Head The Bisra Stone Lime Company Limited, Birmitrapur, Sundergarh, Odisha
<b>I.</b>	Opening Of Tender	Immediately after IST 15:00 Hours of last date of submission of tender document.
<b>J.</b>	Earnest Money Deposit	INR Rs.17,50,000/- (Rupees Seventeen Lakh Fifty Thousand only). The amount of Earnest Money shall be deposited along with tender bids, by way of Demand Draft / Pay Order /Banker's cheque /Irrevocable Bank Guarantee with validity of 7 months from the date of opening of the Tender, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur or Rourkela. Central Public Sector Enterprises (CPSEs) under Government of India and NSICs are exempted from submission of EMD.
<b>K.</b>	Validity of Price Bid	180 days from the tender opening date.
<b>L.</b>	Name and Address of Contact person:	Sri A.K.Barik, Sr.Manager (Mines) Ph. No. 0661-2610069, Mob. No.09437048831, Fax No. 0661-2610270 E-mail Id : bslcoltd@rediffmail.com
<b>M</b>	The detailed NIT & Tender document can be downloaded from	www. birdgroup.gov.in.→ <b>BSLC-TENDERS</b> → <b>View/save Complete tender Document.</b>

Note: "The bidder should refer to BIRD GROUP'S website regularly for any corrigendum".

Sd/  
BUSINESS HEAD

# **THE BISRA STONE LIME COMPANY LIMITED**

## **INSTRUCTION TO TENDERERS**

### **1.0 DATE, TIME & PLACE OF TENDER**

Sealed Tenders marked “Original” and super scribed ‘Tender for .....’ should be sent to Business Head, The Bisra Stone Lime Company Limited, District-Sundergarh, Odisha, India, PIN-770033 so as to reach not later than IST 15:00 Hours on 13 /03 /2018.

Tenders will be opened immediately thereafter in the above said Office, in the presence of the Tenderers or their authorized representatives should they choose to be present.

### **2.0 EARNEST MONEY DEPOSIT (EMD)**

2.1 The Tenderer is required to deposit a lump sum amount of Rs. 17,50,000 (Rupees Seventeen Lakh Fifty Thousand only) as Earnest Money Deposit (EMD) in any of the forms mentioned here below, failing which the Tender shall not be considered.

2.2 Pay Order, Demand Drafts, Banker’s Cheque payable at Birmitrapur or Rourkela or Bank Guarantee (BG) from any of the Nationalized Banks or Scheduled Commercial Banks except Co-operative & Gramin Bank(s) in the Proforma at Appendix-1 of GCC. The BG shall be valid up to 7 months from the date of the opening of the Techno Commercial Bid.

2.3 The Earnest Money Deposit will be refunded to the unsuccessful Tenderer. The Earnest Money deposited by the successful Tenderer will be retained until the Security Deposit for the due fulfillment of the Contract is submitted, but shall be forfeited if the Contractor fails to deposit the required Security Deposit and / or sign the agreement and / or commence the work.

2.4 No interest on the Earnest Money Deposit shall be paid.

2.5 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.

2.6 The Small Scale Industries registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) is exempted from submission of Tender Cost, Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the Permanent Registration Certificate of their Small Scale Industries council along with their Tender. The SSI and NSIC shall



submit "Performance Guarantee Bond" (at Appendix-3) 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.

- 2.7 In case of submission of irrecoverable BG, it should be valid for a period of 7 (seven) months from the due date of submission of tender. The validity of BG is to be extended depending on the need.
- 2.8 Tenders without EMD shall summarily be rejected.
- 2.9 Earnest Money Deposit of the unsuccessful tenderer will be refunded / returned within 1(one) month after finalization of the tender.
- 2.10 EMD of successful Tenderer will be refunded or returned after Security Deposit is submitted.

### **3.0 SECURITY DEPOSIT(SD) :**

- 3.1 On acceptance of the Tender, the Successful Tenderer shall furnish a Security Deposit in any of the forms mentioned in Para 2.0 of GCC, for an amount equivalent to 1% (One percent) of the total value of the Contract, before signing the agreement. If it is submitted in the form of Bank Guarantee, the same shall be from any of the Nationalised Banks or Scheduled Commercial Banks and enforceable at Rourkela or Kolkata. The Proforma for the BG is attached at Appendix-2 to GCC. Rest 4% (Four Percent) of the total contract value shall be deducted from the running bill @5% per month towards balance security deposit.
- 3.2 The Public Sector Enterprises or State/Central Govt. Undertakings will not be required to submit Security Deposit, but however they shall submit "Performance Guarantee Bond" in lieu of Security Deposit in the formats at Appendix-3 of GCC
- 3.3 The Bank Guarantee for Security Deposit 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 Contractor and the Employer.
- 3.4 The Bank Guarantee for Security Deposit shall remain in full force and effect during the period of the Contract and shall continue to be valid

up-to Six Months after the expiry of the Contract Completion Period. The Bank Guarantee shall provide for extension of validity on demand by the Employer. Such extension of validity shall be confirmed by the issuing or controlling bank without any reference to the Contractor. On the performance and completion of the Contract in all respects, the Bank Guarantee shall be returned to the issuing banker.

- 3.5 Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to effect an increase or decrease on the Contract Price by more than 10%, the amount of the Bank Guarantee shall be increased or decreased correspondingly.
- 3.6 The Bank Guarantee and any amendment thereto shall be executed on a Non-Judicial Stamp Paper of requisite money value as prescribed by the Statute.

### **INSTRUCTION REGARDING BANK GUARANTEE:**

3.6.1 Bank Guarantee for EMD shall be submitted in a closed envelope as sealed by the Bank. The sealed envelope shall be submitted by the Tenderer along with the Offer. The Bank Guarantee for the EMD shall be kept valid one month beyond the validity of the offer.

3.6.2 All Bank Guarantees for Security Deposit and other payments and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered / Speed Post to the Business Head, The Bisra Stone Lime Co. Ltd., Birmitrapur-770033 (Odisha). The issuing branch of the Bank shall indicate in their covering letter the full address and telephone number(s) of the Controlling Office of the bank wherefrom confirmation for the BG can be obtained.

3.6.3 Bank Guarantees / Extensions of Bank Guarantees submitted by the Contractors directly will not be admitted.

3.6.4 Tenderer shall submit the duly filled in Check List for BG (as per **Appendix-11**) along with their Offer in Envelope-1.

3.6.5 The Non-Judicial Stamp Paper for the Bank Guarantee should be purchased in the name of executing Bank only.

- 4 The Quoted amounts shall be written in ink and in English both in figures and words in the appropriate columns in the Price Bid / Schedule. In case of any discrepancy between the amounts in words and the amount in figures, the amount in words shall prevail. All alterations and corrections shall be initialed by the Tenderer with date.
- 5 The Tenderer shall submit along with his Tender the details as indicated in Eligibility Criteria Annexure-III of DNIT.

## 6 STATUS OF TENDERER

Full information shall also be given by the Tenderer in respect of the following:

a) **In case of sole proprietorship:**

1. Name of Sole Proprietor and address.
2. Financial Status.
3. Previous experience.
4. Self-attested copy of latest Annual Audited Profit & Loss Statement.
5. Self-attested copy of the Registration Certificate issued by the Register of Firms/Appropriate Authority.
6. Phone Nos., Mobile Nos., E Mail Addresses, Fax Nos. etc.

b) **In case of Partnership firms:**

- 1) The names of all partners and their addresses.
- 2) The financial status of the firm and its partners.
- 3) Previous experience of the firm and its partners.
- 4) Self-attested Copy of Partnership Deed.
- 5) A Self-attested Copy of latest Annual audited Profit & Loss Statement.
- 6) Self-attested copy of the Registration Certificate issued by the Registrar of Firms/ Appropriate Authority.
- 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

c) **In case of Companies:**

- 1) Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished.
- 2) Nature of business carried out by the Company including Serial Number of the relevant provisions of its Memorandum relating thereto.
- 3) Names and particulars, including addresses of all the Directors.
- 4) Previous experiences of Company and Directors in similar

works.

5) Relevant Credentials with Reference List.

6) A Self-attested copy of latest Annual Report.

7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

7 The Tender and the prices quoted shall be deemed to remain valid for a period of six months from the due date of submission of tender. In case of Tenderer revoking or withdrawing/canceling his Tender, varying any term in regard thereof, during the validity period of the Tender without the written consent of Employer, the Tender submitted shall be liable for rejection and the Employer shall forfeit the Earnest Money Deposit paid by the Tenderer along with the Tender.

8 Employer reserves the right to reject any or all the Tender/s, or to accept any Tender wholly or in part, or drop the proposal of receiving Tenders at any time without assigning any reason thereof and without being liable to refund the cost of the Tender document thereafter and without liability for any loss or damage if any suffered by the Tenderer in submitting his offer and /or conducting discussions etc.

9 The Tenderers shall sign all pages of Tender Document as a token of acceptance thereof. However, the signature on the PRICE BID alone shall be deemed as acceptance of all the documents enclosed to the Tender.

10.0 The successful Tenderer shall submit the following documents for signing of the formal Contract immediately after the FAX Letter of Acceptance (LOA) is issued:

1. Copy of FAX LOA duly signed on all pages as a token of acknowledgement of receipt.
2. Security Deposit amount of requisite value.
3. Non-Judicial Stamp Paper as per Statute purchased in Odisha, India for the signing of Contract.
4. Self-attested Photostat copy of Labour Licence from the Regional Labour Commissioner (Central), Govt. of India, Ministry of Labour & Employment, Old Chief Engineers Bungalow, Sector-5, Rourkela, Dist-Sundergarh, Odisha, India, Pin Code – 769002 for carrying out work as envisaged in the Scope of Work).
5. Self-attested copy of Permanent Account Number allotted by Income Tax Department.
6. 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.
7. Self-attested Photostat copy of the Registration under OVAT, Service Tax, as applicable.

11.0 The Tender Specification along with all technical details, data, etc.,

covering the Scope of Work, is to be read in conjunction with the General Conditions of Contract, Special Conditions of Contract if any, Drawings, General Specifications, Price Schedule, etc., enclosed with the Tender Document.

## 12.0 OTHER REQUIREMENTS

12.1 The Tenderer shall carefully study the enclosed Tender Specifications and the documents referred to therein, before submitting his Offer. The Tenderer shall fully satisfy himself on the suitability of the equipment and layout as indicated in the Technical Specification and take full responsibility for the safe and efficient operation of equipment to the generation of finished products as per the Tender Specifications.

The analysis of the raw materials, where applicable, shall be treated as guiding figures only. The successful Tenderer shall take the samples and test them in laboratories either in India or abroad, as may be required for suitability of the materials for generation of finished products as per the tender specifications.

The Tenderer shall visit and inspect the site and shall satisfy himself of the site conditions and shall collect any other information which he may require before submitting his Tender. The Tenderer shall be deemed to have ascertained all special Local and National Standards, Regulations, etc., which may affect his design, schedule, choice of supervisory personnel, etc., prior to the preparation of his Tender. Claims and objections due to ignorance of site conditions and particulars mentioned above, technical details & data, drawings etc., and/or failure to get the required information shall not be entertained after submission of the Tender.

**12.2 Completion and Completeness of Work:** The Tenderer shall consider while submitting his tender the mining Equipment for generation of finished products as per the Tender Specifications and for fulfilling the functional and contractual requirement of the Work as a whole and the Tenderers aforesaid responsibility shall be construed as included in his quoted PRICE BID / SCHEDULE.

In addition all the Equipment, services and site work, whether specifically mentioned or not in the Tender Specification but which are necessary for completion of Work under the Contract and for proper, efficient, safe and stable operation and maintenance of the Work and/or for the fulfillment of the performance of the Contract for generation of desired output, shall be supplied or provided or executed by the successful Tenderer without any additional price implication and without any dilution of his liabilities and responsibilities under the Contract.

**12.3 Alternative Offer:** Generally, no deviation to the enclosed Tender Specification is accepted and the Tenderer shall submit his offer accordingly. In addition to the Base Offer, if the Tenderer desires, he may also submit alternative offer separately, giving therein full details and reasons which he

considers responsive, proven and capable of meeting the specified performance. However, the Employer reserves the right to accept or reject any such alternative offer, after technical discussion with the Tenderer.

### **13.0 PARTICULARS TO BE FURNISHED WITH THE TENDER:**

- 13.1 The offer submitted by the Tenderer shall be complete and self-sufficient in all respects. Each Clause of the Tender Specification shall be addressed in seriatim in the Offer for easy understanding and evaluation of the Offer.
- 13.2 The Tenderer along with his offer shall submit a **Time Schedule** as per **Appendix-6**. The **Time Schedule** shall be accompanied by a Network Diagram incorporating all important activities and their estimated duration for starting generation of finished products as per the tender specifications.

### **14.0 DEVIATIONS FROM THE TENDER DOCUMENTS:**

Deviation, if any, from the tender specifications and other parts of the Tender Document, shall be listed out separately and clearly by the Tenderer as per the forms indicated at **Appendix-7**. If deviations are not clearly listed as such, they will not be considered by the Employer later.

### **15.0 LEGAL CAPACITY OF THE TENDERER**

- 15.1 The Tenderer shall satisfy the Employer that he is competent and authorised 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.
- 15.2 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.

### **16.0 ARRANGEMENT AND SUBMISSION OF TENDER:**

- 16.1 The Tender Document filled in all respect shall be submitted in English Language.
- 16.2 **Arrangement of Tender:**-The Tender shall be neatly arranged, plain and in legible, typewritten on white paper with consecutively numbered pages in solid binding and shall be submitted in two separate parts as detailed below. No part should contain any terms and conditions printed or otherwise, which are not applicable to the Tender. Insertions, postscripts, additions and alterations shall invariably be signed by the Tenderer.
- 16.3 **PART I – TECHNO-COMMERCIAL BID (ONE ORIGINAL + TWO COPIES)**  
This part should only contain Techno-Commercial particulars but not the Price of the Tenders in any form. The following are to be clearly indicated in

this part:

- a) Details as required at Para 12.0 & 13.0 of the Instructions to the Tenderer.
- b) Detailed statement of Similar Jobs done by the Tenderer as per Appendix-4.
- c) Detailed Statement of Schedule of Equipment each to be employed by the Tenderer for the execution of the Contract as per Annexure-5 for generation of finished products as per the tender specifications.
- d) Deviations to the Tender Specification as per proforma at Appendix-7.
- e) Details of Time Schedule as per Appendix-6.
- f) Confirmation to the effect that prices quoted will be firm as per Clause No. 16.0 of GCC.
- g) Confirmation to the effect that all Insurances as per Clause No. 10.0 of GCC will be arranged by the successful Tenderer.
- h) Confirmation to the effect that the Terms of Payment as per Clause No. 6.0 of SCC are acceptable.
- i) Confirmation to the effect that all taxes, duties etc., will be met by the successful Tenderer as per Clause No 16.8 of GCC.
- j) Auditor's Report/Chartered Accountant's Report/Balance Sheet as per **Annexure – I** of Eligibility Criteria of DNIT.
- k) Deviations other than the tender specification as per proforma at **Appendix-7**.
- l) Confirmation of Period of Validity of the Offer as per **Para 7.0** of Instructions to the Tenderer.
- m) Details of Earnest Money Deposit as per **Para 2.0** of Instructions to the Tenderer.

- n) Confirmation to the effect that all the terms mentioned in the General Conditions of Contract and Special Conditions of Contract are acceptable to the Tenderer.
- o) Confirmation to the effect that the prices quoted in the PRICE BID are for the detailed Scope of Work and the Quoted Prices is / are in conformity with the said Job, as per Clause No. 16.0 of GCC.
- p) Prices shall not be indicated in this part.

#### 16.4 **PART II – PRICES (ONE ORIGINAL ONLY)**

The Tenderer shall quote Prices as called for in Clause No. **16.0** of GCC for the Complete Scope of Work as per the Tender Specification. This part shall be submitted with the Tender Document. The Prices should be expressed both in figures and words. Other than the Prices, no terms and condition shall be written in the Price Schedule / Bid.

#### 16.5 **SUBMISSION OF TENDER**

Tender must be submitted in two (2) sealed envelopes, super scribing Name of the Work, Tender Notice No., due date and time of Tender opening on all the envelopes.

**Envelope-1**-consisting of documents in support of Pre-Qualification Criteria (PQC), EMD, Techno-Commercial Offer and other particulars, if any, as specified in Tender Notice (Techno-Commercial Bid must be submitted in Three sets (One Original plus Two copies)).

**Envelope-2** consisting of Part-II – PRICE SCHEDULE / BID (One original only).

The Tenderer shall seal the Envelope-1 and Envelope-2 in an outer Envelope. The outer Envelope shall be addressed to The Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District-Sundergarh, Odisha-770033 bearing Name of the Work, Tender Notice No., due date and time of tender opening. All the outer and inner Envelopes shall indicate the Name and address of the Tenderer, so that envelopes can be returned unopened in case it is declared late or otherwise those envelopes not fit to be opened.

If the outer Envelope is not sealed and not marked as required and specified at Para 16.5.1 of Instructions to the Tenderer, the Employer will assume no responsibility for misplacement or premature opening of Tender.

### **17.0 DATE, TIME & PLACE FOR RECEIVING AND OPENING OF TENDERS**

#### **17.1 RECEIVING OF TENDERS**



17.1.1 Tenders will be received in the Office of Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District-Sundergarh, Odisha-770033, up to IST 15.00 Hours on 13 /03 /2018.

17.1.2 If the tender receiving date happens to be BSLC's Closed Holiday the tender will be received up to 15.00 hrs (IST) on the following working day and the same shall be opened immediately thereafter.

## **17.2 OPENING OF TENDERS:**

17.2.1 Tenders shall be opened as detailed below at the office of Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District-Sundergarh, Odisha-770033, in the presence of authorized representatives of Tenderers who may choose to be present:

- a) The Envelope-1 shall be opened immediately on the specified date and time of receipt of the Tender as specified at Para 17.1 of Instructions to the Tenderer for verification of its contents.
- b) After verification of contents of **Envelope-1**, the **Envelope-2** shall be opened immediately thereafter or at a later date and time, which shall be intimated accordingly.

17.3 The Employer will examine the Part-I TECHNO-COMMERCIAL BID to determine whether they are complete, whether the documents have been properly signed and whether the Offers are generally in order. Any offer found to be non-responsive for any reason or not meeting the minimum requirements or other criteria specified in the Tender Document, will be rejected by the Employer and not included for further consideration. The Employer will also carry out a preliminary examination of any alternative offers submitted by the Tenderers. Prior to the detailed evaluation, the Employer will determine whether each offer is of acceptable quality, is complete and is substantially responsive to the Tender Document. For purpose of this determination, a substantially responsive offer is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one :

- (i) That affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the Tender Document, the Employer's rights or the successful Tenderer's obligations under the Contract;
- (iii) Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive offers.

The Tenderer shall be ready to furnish clarifications/ information and

attend to discussions, as called for by the Employer, at short notices. While responding for the same, no change in the substances in the Offer or Price shall be permitted, unless otherwise asked for by the Employer. In case of any unsolicited Offer submitted by the Tenderer at this stage, the same shall not be considered for Tender evaluation. However, in case such Tenderer becomes L-1 by virtue of his original Price Bid, then such unsolicited Price Bid will be opened and if it is advantageous to the Employer, such unsolicited Price Bid will be considered or otherwise the same shall be ignored.

After all the clarifications / confirmations are received to the satisfaction of the Employer, the Envelope-2 containing Part-II PRICE BID / SCHEDULE along with the supplementary/revised prices, if any, requested by the Employer, will be opened. In the event Tenderers who fail to respond to all the clarifications / confirmations to the satisfaction of the Employer, their offers shall not be considered further. Date and time and venue of opening of **Envelope-2 "PRICE BID / SCHEDULE"** which shall be intimated to those Tenderers whose Techno Commercially Offers are found acceptable and the same shall be opened in the presence of authorized representatives of Tenderers who may choose to be present.

## **18.0 QUERIES/CLARIFICATIONS**

All queries, if any, shall be referred to the Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, District-Sundergarh, Odisha-770033 by the Tenderer.

## **19.0 OTHER MISCELLANEOUS INFORMATION**

**19.1** Payments under the contract shall be released through E-Payment system only. The successful Tenderer is to submit Bank Account details for E-Payment as per enclosed format as per **Appendix-8** duly signed and certified by authorized signatory of Bank.

Once the successful tenderer submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of E-Payment shall be permitted by the Employer only if the request of the Contractor for the same is accompanied by a written consent from the same branch from which the format for E-Payment, duly signed was initially submitted.

**19.2** Payment shall be made through Electronic Payment System only. The supplier/contractor should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and No Claims will be entertained after the said 10 days.

**19.3** If it comes to the notice of the Employer at any stage right from request for enlistment/ tender document that any of the certificates/documents submitted by applicants for enlistment or by Tenderers are found to be false/fake/doctored, the party will be debarred from participation in all the Employer's tenders for a period of five (5) years including termination of

Contract, if awarded. EMD/Security Deposit etc., given by them, if any, will be forfeited. The Contractor in such cases shall make good to the Employer any loss or damage resulting from such termination. Contracts in operation anywhere in the Employer will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc. Decision of the Employer will be final and binding.

- 19.4** Failure to sign the Agreement and/or commence the Work within the date to be agreed upon after issue of Letter of Acceptance (LOA), the LOA will be terminated and the Contractor/Tenderer will be liable for debarring from participation in the Employer's Tenders for a period of two (2) years, besides forfeiture of EMD as stipulated in **Para No. 2.0** of Instructions to the Tenderer and forfeiture of Security Deposit, if any.
- 19.5 The Tenderer shall submit Service Tax Registration Certificate along with their Offer. In case the same is not available with them, they shall submit a letter of undertaking to submit the same before signing of Agreement.
- 19.6 The Offers received by the Employer after due date and time will be rejected and returned "UNOPENED".
- 19.7 Tenderer is not permitted to transfer the Tender Document to any other agency for submitting the Offers on his behalf. Similarly, transfer of Offers submitted by one Tenderer to another Tenderer is not permitted.
- 19.8 The Employer's Consultant(s) and their Associates and their Sister Concerns shall not participate in the Tender.
- 19.9 BSLC shall not entertain any Revised Price/Revision in Price basing on the technical discussions unless BSLC itself changes Specifications / Scope as compared to Tender Specifications/ Scope, which calls for Revision in the Estimate.

## **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 supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry /Dolomite from Patpahar Quarry to feed the departmental crusher no – 4 at Patpahar of BSLC mines, Birmitrapur of Sundergarh District, Odisha
- b) The Contractor has declared that the Contractor has proven and specialized knowledge and expertise in mining and transporting work, at least \_\_\_\_\_MT 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 supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry /Dolomite from Patpahar Quarry to feed the departmental crusher no- 4 at Patpahar of BSLC mines, Birmitrapur of Sundergarh District, 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) General Conditions of Contract and Appendices
  - f) Special Conditions of Contract and annexure, if any
  - 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 supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry /Dolomite from Patpahar Quarry to feed the departmental crusher no – 4 at Patpahar of BSLC mines, Birmitrapur of Sundargarh District, Odisha.
5. Time is the essence of the Contract. The installation of crusher(s) will be completed and generation of sized Limestone/Dolomite will commence within 30 days from the date of FAX Letter of Acceptance. The mining 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 Birmitrapur, 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.

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)

**THE BISRA STONE LIME CO. LIMITED  
BIRMITRAPUR**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

- 1.1 **Definitions:** In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except wherein the context otherwise requires.
- 1.1.1 **“Approved”** means approved in writing including the subsequent written confirmation of previous verbal approval, if any.
- 1.1.2 **“Approval”** means approval in writing including as above said.
- 1.1.3 **BSLC:** BSLC means “The Bisra Stone Lime Company Limited” A Company incorporated in India and having its registered office at Sourav Abasan, 2<sup>nd</sup> Floor, Sector-II, Salt Lake city, Kolkata-700 091, **which is alternatively used as the “Company”**.
- 1.1.4 **Business Head:** Unit Head of BSLC at Birmitrapur or his/her Authorised Representative.
- 1.1.5 **“Contract”** means the Offer of the successful Tenderer along with all clarifications/confirmations or Contract Specifications, Tender with all the enclosures, Articles of Agreement, General Conditions of Contract and Appendices, Special Conditions of Contract and Annexure, Specifications, Price Schedule, Drawings, together with the Letter of Acceptance and other documents specifically indicated therein and entered into between the Employer and the Contractor for executing the Work.
- 1.1.6 **“Contract Specification”** shall include the agreed Scope of work, Supply, Drawings, Technical Specifications and Data, Performance Characteristics, Guarantee Parameters, the schedules and all other particulars mentioned as such in the Contract.
- 1.1.7 **“Contract Price”** means the Price indicated in the Letter of Acceptance.
- 1.1.8 **“Contractor’s Plant and Equipment”** means all equipment, machinery engaged in this tender/ contract for generation of desired output as per contract specifications.
- 1.1.9 **“Contractor”** shall mean the Tenderer whose tender has been accepted and shall include his/their heirs, executors, administrators, legal representatives, successors/assigns and his/their Indian Agents approved by the Employer.
- 1.1.10 **“Date of Award of Contract”** shall mean the date of issue of FAX Letter

of Acceptance or the date of issue of acceptance of Tender whichever is earlier.

1.1.11”**Employer**” means The Bisra Stone Lime Company Limited (BSLC), Birmitrapur, Dist-Sundergarh,Odisha-770033 having its Registered Office situated at Sourav Abasan, AG-104, 2<sup>nd</sup> Floor, Sector II, Salt Lake City, Kolkata-700091 and includes Employer’s representatives or successors or assigns.

1.1.12”**Engineer**” means Mines Manager or Manager (Mines) or any other Officer appointed by designation from time to time by the Employer (Business Head / Director / Managing Director / Chairman) who is duly authorized to deal with the contract on behalf of BSLC.

1.1.13”**Engineer’s Representative**” means any assistant of the “Engineer” or any other Employee or Agent appointed from time to time by the Employer or the Engineer to perform the duties.

1.1.14”**Letter of Acceptance**” means intimation from the BSLC by a letter/Fax/Email to the successful Tenderer that his tender has been accepted in accordance with the provisions contained therein.

1.1.15”**Month**” means a Calendar month according to the Gregorian Calendar.

1.1.16”**Name of the Tender**” Name of the Tender means the work to be performed by the tenderer;

1.1.17”**Notice in Writing**” and “**Written Notice**” means a Notice in written, typed or printed characters sent in person or by Registered Post or by Speed Post or through Courier or by Fax or by Email to the Business or Registered Office address of the Contractor or any other address communicated by the Contractor and shall be deemed to have been received where in the ordinary course of post it would have been delivered.

1.1.18”**Plant, Machinery, Equipment, Facility or Stores**” shall severally or jointly mean all or any part of the material, Equipment, Drawing etc., which is either specifically required by the Contract or is required in connection with performance of the Scope of the Contract.

1.1.19”**Project**” Project or Scheme of the Employer.

1.1.20”**Price Bid**” Price Bid means the document containing the Scheduled Rate quoted by the Contractor in prescribed format to be considered for the purpose of evaluation and award of Contract.

1.1.21”**Site**” means the land and other places envisaged by the Employer on, under, in or through which the works and/or services to be performed or to be executed or carried out and any other lands or places provided by the Employer for the purpose of execution of the Contract.



- 1.1.22 “**Supervision**” shall mean the successive controls and directions given by the Employer or his representative in relation to Work, either during the manufacture in the Contractor’s and/or his sub-Contractor’s works and/or at site and supervision of production of finished goods (sized Limestone Ore/Dolomite as per specification given in the Contract).
- 1.1.23 “**Schedule**” and “**Work Schedule**” shall mean the accepted schedules between the Contractor and the Employer forming a part of the Contract.
- 1.1.24 **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format.
- 1.1.25 **Techno-Commercial Bid:** Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the Tenderer for consideration of the Price Bid.
- 1.1.26 “**Tenderer**” shall mean Individual/Firm/Company/ Corporation/Consortium submitting a Tender against the Notice Inviting Tender (NIT) and shall include his/its/their heirs, executors, administrators, legal representatives, and successors.
- 1.1.27 “**Tender Specification**” shall mean the design data, drawings, schedules, broad equipment characteristics and other technical details furnished with the Tender Document and subsequent clarifications, if any, furnished by the Employer for the purpose of submitting the offer by the Tenderer.
- 1.1.28 “**Tests**” shall include all tests made without relieving the Contractor of his liability, as may be considered necessary by the Employer or his representative, in order to ascertain the quality of finished goods generated during the process of execution of mining of Limestone /Dolomite (Run of Mines / ROM) and efficiency of the work or parts thereof and performance of the machinery for generation of desired physical specification of the finished products as specified in the Tender.
- 1.1.29 **Taxes:** Taxes means Income Tax, Surcharge, GST and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.
- 1.1.30 “**The Inspector**” shall mean any person or agency nominated by or on behalf of the BSLC/ Statutory Authorities to inspect work under the Contract.
- 1.1.31 “**Work**” shall mean to undertake for supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry/Dolomite from Patpahar Quarry to feed the departmental crusher no – 4 at Patpahar of BSLC mines, Birmitrapur of Sundargarh District, Odisha.

## 2.0 **INTERPRETATIONS**

- 2.1 In case of any conflict of meaning between the “Special Conditions of Contract” and “General Conditions of Contract” and other documents, the documents shall prevail as given below:

- a) "Special Conditions of Contract" shall prevail over "General Conditions of Contract".
  - b) Between two documents on the same issue, the document revised or reissued as of the later date shall prevail.
  - c) All Specifications, Drawings, Maps and other documents shall be interpreted in conformity with the General Conditions of Contract as supplemented and/or modified by the Special Conditions of Contract.
- 2.2 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.3 **"Singular and Plural"**: words expressed in singular shall also include the plural and vice versa where the context requires or permits. Words expressed as 'persons' include Firms, Companies, Corporations, Associations or body of individuals and vice versa where the context so requires or permits. Words expressed as 'masculine' gender include the 'feminine' gender and vice versa where the context so requires or permits.
- 2.4 The Contract and all correspondence between the Employer and the Contractor shall be in English language.

### **3.0 ENGINEER**

- 3.1 Duties and Powers of Engineer / Manager (Mines):  
To ensure the proper execution of the Contract, the Engineer/ Manager (Mines) shall have the right of:
- (a) supervision and direction of the Contract,
  - (b) directing the application of Contractor's labour and machinery forces to any portion of the work as required,
  - (c) ordering the increase or decrease of the size of the labour and machinery and to resolve issues which arise in the execution of the Contract,
  - (d) rejecting any or all work and Materials, Plant and Equipment which do not conform to the Contract,
  - (e) stopping the work of execution whenever such stoppage may be necessary.

### 3.2 **Duties of ENGINEER'S REPRESENTATIVE:**

a) To inspect Mining Equipments, Materials and to watch and supervise the works of Mining of Limestone /Dolomite and production of proper size of Limestone / Dolomite .

b) Any instructions or approvals given by the Engineer's representative to the Contractor in connection with the Contract shall bind the Contractor as though it had been given by the Manager provided always as follows:

#### 3.2.1 The Engineer's Representative shall have no authority to:

a. Relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract.

(b) to order

- i) any work involving delay,
- ii) any extra payment by the Employer,
- iii) any variation in the works.

3.3 Failure of the Engineer to reject Equipment, Materials, workmanship etc., or to disapprove any work or materials shall not prejudice the Employer to reject such Equipment, Materials, workmanship etc., or to disapprove such work or materials and to order re-supply of such Equipment & Materials or to pull down, remove or break up such disapproved work at the cost of the Contractor, provided the Contractor fails to comply with the direction and requirement of the Employer therefore. The decision, opinion, certificates or valuation of the Employer in respect of any matter under this Clause shall be final, binding and conclusive upon the Contractor.

3.4 If the Contractor is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Engineer, he shall be entitled to refer the matters to the Business Head who shall there upon confirm, reverse or vary such matters.

### 4.0 **ASSIGNING AND SUB-CONTRACTING**

4.1 **Assigning:** The Contractor shall not transfer or assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Employer. In the event of the Contractor contravening this condition, the Employer shall be entitled to place the Contract elsewhere on the Contractor's account and at his Risk and Cost, then the Contractor shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of contract. This shall not relieve the Contractor of any responsibility under this Contract.

4.2 **Sub-contracting:** The Contractor shall not sub-contract the whole or any part of the works without the prior written approval of the Employer and such approval, if given, shall not establish any contractual relationship between the sub-contractor and the Employer and shall not relieve the Contractor of any responsibility, liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-contractor or sub-contractor's agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen. However, the execution of the works by Piece Rate Worker (PRW) Contract under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-contract under this clause. However, the Contractor will be liable and responsible for compliance of all statutory requirements.

## **5.0 EXTENT AND SCOPE OF CONTRACT**

5.1 **Extent of Contract:** The work comprises of supply of mining and transportation equipments on hire basis for drilling, excavation, loading & transporting of 20,000 metric tonne per month ROM Limestone from Gulpahar Quarry/Dolomite from Patpahar Quarry to feed the departmental crusher no- 4 at Patpahar of BSLC mines, Birmitrapur of Sundargarh District, Odisha . The detailed scope of work is mentioned in Clause No.-1 of the SCC. The Contractor shall be responsible for proper housekeeping and area cleaning of the work to ensure safe working practices as well as deployment of watch & ward at his work-site.

5.2 The Contractor shall carry out and complete the Work in every respect as per the directions of and to the satisfaction of the Employer/Engineer in accordance with the Contract. Further during the course of execution, the Employer/Engineer from time to time shall discuss and issue necessary written instructions, details, directions and explanations, etc., which are hereafter collectively referred to as the "Employer's Instructions". The same shall include the following:

5.2.1 The variations or modifications, corrigendum, revisions issued in this regard.

5.2.2 Intimating the method or form of payment of bills or intimating any changes thereof.

5.2.3 Pull down, removal or break-up and/or re-execution of any works executed by the Contractor which are not in accordance to the Contract.

5.2.4 The dismissal from the works of any person employed thereupon.

5.2.5 The opening up for inspection any work covered up.

5.2.6 The rectifying and making good of any defects.

5.2.7 The inspection and carrying out of tests of Materials and finished products.

5.2.8 Deducting and recovering any amounts, in respect of defective finished products for which payments had been made, from any amounts due to the Contractor

5.3 If a work is transferred from the jurisdiction of the Employer to any Successor, while the Contract is in subsistence, the Contract shall be binding on the Contractor and the Successor in the same manner and take effect in all respects as if the Contractor and the Successor were parties thereto from the inception and then corresponding office of the competent authority of the Successor will exercise the same powers and enjoy the same authority as conferred to the Employer under the Original Contract entered into and the Engineer so appointed shall have the same powers as envisaged in the Contract.

5.4 If for any reason the Contract is transferred to the Successor of the Employer as above, the Contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the said Successor and shall take effect in all respects as if the Contractor and the said Successor had been parties thereto from the date of this Contract.

5.5 The Contract shall be governed by the law for the time being in force in the Republic of India.

5.6 In case of demise or dissolution or bankruptcy or insolvency of the Contractor or if the Contractor causes or suffers any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefits of its creditors or any of them, the Employer shall be at liberty:

- to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the Contract may become vested.

Or

- to give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

## **6.0 DOCUMENTS MUTUALLY EXPLANATORY:**

The Several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be mutually discussed, explained and resolved by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.

## **7.0 GENERAL OBLIGATIONS**

- 7.1 **Contract:** The Contractor shall sign an agreement and/or commence the Work as stipulated in the Letter of Acceptance and in default thereof, the Earnest Money Deposit and/or the Security Deposit amount furnished by the Contractor shall be forfeited and the acceptance of the Tender shall be considered as withdrawn at the cost of the Contractor. Moreover, the Contract will be terminated and the Contractor will be liable for debarring from participation in the Employer's tenders for a period of **2(two)** years.
- 7.2 **Inspection of Site:** The Contractor may visit, inspect and examine the site and its surroundings and shall satisfy himself before submitting the tender as to the various facilities available at the site and the means of access to the site and the accommodation and other facilities that may be required and, in general, shall himself obtain all necessary information as to the working conditions, risk and contingency and other circumstances which may influence or affect his tender. The tenderer shall note no claim on this ground shall be admissible.
- 7.3 **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before submission of Tender as to the correctness and sufficiency of his Tender for the Works and the Rates and Prices stated in his Priced Schedule / Price Bid shall cover all his obligations under the Contract.
- 7.4 The Contractor is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of specifications and all other documents referred to in the Contract.
- 7.5 **INDEMNITY:**

The Contractor assumes responsibility for and shall indemnify and save harmless the Employer, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, Attorney's fees and Court Cost which are, or may be required with respect to any breach of the Contractor's obligations under the Contract, or for which the Contractor has assumed responsibility under the Contract, including those imposed under any contract, local or national law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Contractor or his sub-Contractors or suppliers in connection with performance of any work covered by the Contract. The Contractor shall execute and deliver, and shall cause his sub-Contractors and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the Employer.

The Employer shall not be in any way held responsible for any accident or damages incurred or claims arising there from during the period during Excavation, Mining & Transporting.

- 7.6 The Contractor shall be responsible for the proper fencing, lighting, guarding

and watching of all the works at the Site and protection of the owners and occupiers of adjacent property, the public and others. No naked light shall be used by the Contractor on the Site otherwise than in the open air without the special approval in writing from the Engineer/Manager (Mines).

#### **7.7 Environment:**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emission, surface discharges and effluent from the Site during the Contract period shall not exceed the values indicated in the Employer's requirements, and shall not exceed the values prescribed by law including Environment Protection Act, 1986. The Contractor shall conform to the Employer's requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations.

7.8. The following **Environment, Safety and Health points** are to be adhered:

- a The Contractor must adhere to all the applicable statutory laws pertaining to Safety, Health and Environment relating to mining and allied operations.
- b All the motor vehicles of the Contractor used for transporting materials/machinery etc., should have pollution under control/clearance certificates and the same should be submitted at the time of obtaining gate pass. A copy of the same must be exhibited /pasted on the vehicle also.
- c The Contractor must ensure dust suppression measures in the work areas by sprinkling water and also ensure that all his workers use dust masks while working in dusty areas.
- d. The Contractor must ensure proper housekeeping at site by keeping the work areas free from unwanted material and greases, oil to avoid slips & falls.
- e. The Contractor must ensure that all the debris generated during the work is transported safely to the Departmental crushers such that there is no spillage of debris on the road during transportation.
- f. All representatives / supervisors / workers of contractors must take Safety and Environmental Induction Training and comply with the Instructions given therein.

## 8.0 PROGRESS REPORTS

The Contractor shall submit Daily Management Report covering Drilling, Blasting, Production, Lifting, Stock position etc., to the Engineer/Mines Manager as per the format giving below:

<b>Particulars</b>	<b>TO Date</b>	<b>UPTO DATE</b>
Drill Holes (Nos.)		
Blasting		
Production of ROM (MT)		

The Employer may call the representatives of the Contractor for Progress Review Meetings to be held at periodical intervals. The Contractor shall depute his representatives for such meeting at his own cost. For this purpose the Contractor shall depute his representatives so that the exact state of progress of work could be reviewed with the Engineer/Manager (Mines) or his authorized representative.

## 9.0 COMMENCEMENT TIME AND DELAYS:

### 9.1 Commencement of Contract:

The Contract shall be deemed to commence from the date of issue of FAX Letter of Acceptance. The Contractor shall proceed with the due expedition and without any delay for the fulfillment of the Contract. The Contractor is required to sign the Agreement **as per Clause No 7.1.**

### 9.2 Contractual Schedule:-

<b>Particulars</b>	<b>Period</b>
Deployment of Mining Equipment at BSLC Mines	Within 30 days from issue of FAX LOA

## 10.0 INSURANCE:

10.1 The Contractor shall maintain in full force and effect all such insurances as required for men and machines by the law for the purpose of the Contract at the cost of the Contractor. The copy of such insurance policies should be provided to BSLC for record.

10.1.1 The Contractor shall maintain and shall require his sub-Contractor to maintain in full force and effect all such insurances as above and required by the law for the purpose of the Contract at the cost of the Contractor.



- 10.1.2 The Contractor shall furnish to the Engineer/Mines Manager with evidence of such insurance a copy of the issued policy and any cancellation or termination thereof. Should the Contractor default in paying any premium when due, Engineer/Mines Manager, without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from Contractor.
- 10.1.3 The provisions contained within this Clause are not intended to and do not impair or in any manner limit the liabilities or obligation assumed by Contractor as may be set forth more fully elsewhere in the Contract.
- 10.1.4 The vehicles, mobile equipment, etc., (whether or not those are owned by them) deployed at site by Contractor or his sub-contractor shall be covered under Automobile Liability Insurance at Contractor's cost.
- 10.1.5 Contractor shall ensure that where applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.
- 10.1.6 The Employer shall be the Principal Holder of the policy along with the Contractor. Sub-Contractor(s) of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Employer reserves the exclusive right to assign the policy.
- 10.1.7 While the payment of premium may be phased in agreement with the Insurance Company, at no time shall the equipment, men and other services required to be provided by the Contractor shall remain uninsured.
- 10.2 In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations which will inter-alia include the following:
- 10.2.1 Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at Site and kept ready for immediate use.
- 10.2.2 Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- 10.3 The Contractor shall be responsible for effecting insurance under the Indian Workmen's Compensation Act and any other insurance in accordance with the Indian laws and regulations at his own cost.
- 11.0 **INSPECTION:** The contractor will make all arrangement for inspection of following by BSLC/Employer.

- a) Mining Equipment
- b) Loading & Transporting Equipment
- c) Manpower
- d) Safety Equipment including Fire Extinguisher

## 12.0 **TESTS AT SITE:**

The Contractor has to make his own arrangements such as labour, materials, stores, all apparatus and instruments as may be required from time to time as may reasonably be demanded to carry out such Tests of the Material or workmanship in accordance with the Contract at his cost to the satisfaction of the Engineer/Manager (Mines). Special apparatus and instruments, if any required, shall also be provided free of charge by the Contractor.

## 13.0 **ACCESS & POSSESSION OF SITE:**

- 13.1 Subject to **Clause No 13.3**, on receipt of written request from the Contractor, access to and possession of the Site shall be afforded to the Contractor by the Employer/Engineer to start the Contract Work.
- 13.2 In the execution of the Work no person other than the Contractor, approved sub-contractor and his or their employees shall be allowed on the Site except with the written permission of the Employer. All facilities to inspect the Work at all times shall be afforded to the Employer and his representatives and other authorised officials.
- 13.3 The access to and possession of the Site referred to shall not be exclusive to the Contractor but only such as shall enable him to execute the Work. The Contractor shall afford to the Employer, and to the other Contractors, whose names are communicated in writing to the Contractor by the Employer, reasonable access to site and facilities for the execution of work concurrently along with his own work.
- 13.4 The Contractor shall plan and execute his work in phased manner as directed by the Engineer/Manager (Mines) from time to time and shall fully co-operate with other agencies working at Site simultaneously as well as with the Employer's other Departments so as not to obstruct or retard the work simultaneously being executed by other agencies and the Mining operations in any way. The decision of the Engineer/Manager (Mines) on any point of dispute between the various Contractors shall be final and binding on all the parties concerned.

## **14.0 OBLIGATIONS OF THE CONTRACTOR**

### **14.1 Land:**

#### **14.1.1 Area for Yards, Offices etc.:**

The Employer may, at his discretion and for the duration of the Contract, make available land, free of charge, within and/or near the Employer's work site for the Contractor to put up the stores, site fabrication yard, office, etc., as required for the execution of the Contract. Any clearing and leveling of ground, services, roads, etc., as required shall be done and maintained by the Contractor at his own cost conforming to various stipulations of the Employer. The area required for the above purpose shall be indicated in a sketch or drawing by the Contractor for the consideration of the Employer.

14.1.2 On completion of Work and/or on termination of Contract, field office, construction stores, fabrication yard and any other temporary works shall be dismantled and removed from the site by the Contractor and the site and works shall be left clear and clean of all obstruction at his own cost. In the event of Contractor's failure to do so, the Employer reserves the right to clear the site in the manner as he may deem necessary and the cost and expenses for all such clearances incurred by the Employer shall be recovered from the Contractor's bills or from any money due to the Contractor from the Employer without prejudice to any other measures the

Employer is empowered to take under the Contract. The Employer also reserves the right to take over any or all such temporary structures put up by the Contractor on completion of the works.

With regards to Contractor's supervisory staff, all arrangement related to their accommodation etc., shall be arranged by Contractor at his own cost.

Allotment of land will be valid till the validity of contract period after which agency shall handover the land to employer, removing all temporary structures, debris, etc.

Agency's Security Deposit for the work and last payment will be released only after the land is handed over.

Agency shall abide by the terms & conditions indicated by Employer.

**14.2 Watching and Lighting:** The Contractor shall provide and maintain at his own cost proper fencing, notice boards, lighting, guarding, watchmen to protect and warn the public and watching of all the works at the site and when & where necessary as decided by the Engineer/Mines Manager or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the public or others, until the works are taken over by the Employer. The lighting in and around the work spots shall be so arranged that there is sufficient illumination available in minimum area of 15 meters radius around the work spot. The standard of lighting should strictly be as per DGMS Guidelines.

**14.3 SAFETY AND GUARDING OF WORKS:**

14.3.1. The Employer shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of erection, testing & commissioning and putting the plant into operation for generation finished products.

14.3.2 The Contractor shall be responsible for following the provisions of all safety laws and rules made there under and other statutory requirements at his own cost.

Without prejudice to the above, following shall be followed by the Contractor:

- a) The Contractor and his workers must strictly take all safety precautions. The Contractor shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter, tools etc.

- b) The Contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the Employer from time to time and promptly submit report of accident to the prescribed statutory authority and the Business Head and state the measures taken by him to prevent their recurrence and also keep the Employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction training and without using required Personal Protective Equipment (PPE). Use of safety helmet and shoe is must.
- d) All the safety appliances required for safe working as decided by Mines Manager shall be provided by the Contractor to his workmen.
- e) The Contractor shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon synthetic dress. This is required to avoid any fire accident. This must be followed strictly.
- f) The Engineer/Manager (Mines) reserves the right to issue directions regarding safety and such directions shall immediately be implemented by the Contractor. Contravention of any safety regulation of the Employer in vogue shall result in recovery from Contractor's "On Account Bills" as given below:
  - i.) Rs 5,000 for each case of not providing safety appliances and non compliance of safety procedures.
  - ii) Rs 5, 00,000 for each case of death or permanent disability to the legal heir of the deceased employee in the absence of having any valid Insurance policy of equivalent value in favour of the employee.

Repeated violation of safety procedures may lead to suspension of work. Further violation of safety procedures may lead to termination of the Contract and execution of balance work at the Risk & cost of the Contractor. The recoveries mentioned above are in addition to those which are applicable as per the Standard Safety Rules and Statutory Labour Regulations. Decision of the Manager (Mines) on any of the above issues is final and binding on the Contractor.

#### **14.4 SECURITY REGULATIONS:**

- 14.4.1 The Contractor shall abide by all the security regulations of the Employer in force and promulgated from time to time and other statutory requirements.

14.4.2 Final payment would be made to the Contractor only after obtaining clearance of all concerned including Security Department.

14.4.3 The Contractor shall register all equipment and all other materials, tools etc., that may be taken inside the mines area in order to facilitate the issue of Exit Gate Permits for such items to be taken out after the completion of Work.

#### **14.5 DAMAGES TO PERSONS & PROPERTY:**

14.5.1 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface, land and trees being on the site) suffered by the Employer which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on over, under, in or through any land;
- c) Interference, whether temporary or permanent, with any right of light, air, way or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract;
- d) Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the Contract by the Employer, his representatives, servants, other Contractors (not being employed by the Contractor) for or in respect of any claim, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

14.5.2 **Third party Insurance:** Before commencing the execution of the Works, the Contractor (without limiting his obligations and responsibilities under Clause No. 14.4 hereof) shall insure against any damages, loss or injury which may occur to any property or to any person by or arising out of the execution of the Works, Temporary works or in the carrying out the Contract, otherwise than due to the matters referred to in the Clause No. 14.4 hereof.

- 14.5.3 **Minimum amount of Third Party Insurance:** Such Insurance shall be effected with an insurer and in terms, approved by the Employer and for an amount not less than Rupees Two Lakh only and the Contractor shall whenever required produce to the Business Head or his authorised representative the valid policy or policies of insurance and the receipts for payment of the current premium.
- 14.5.4 **Accident or injury to Workmen:** The Employer shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequences of any accident or injury to any workman or other person in the employment of the Contractor or any Sub-Contractor.
- 14.5.5 **Insurance Policy:** The Contractor shall take insurance policy for payment of an ex-gratia amount of Rs. 5,00,000/- (Rupees Five Lakh only) per head in case of fatal accidents while on duty to the Contract labour engaged by him in addition to the coverage under the Workmen's Compensation Insurance Policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the Workmen's Compensation, whichever is applicable the Contractor is required to pay the ex-gratia amount within thirty (30) days from the date of accident. In case of any delay in paying the ex-gratia amount as above, the Employer has the right to pay such amount directly to the family of the deceased and recover the same from the Contractor's running/future bills.
- 14.5.6 **Return of Surplus Materials:** Notwithstanding anything contained to the contrary anywhere in this Contract, wherever any materials for the execution of the Contract are procured with the assistance of the Employer either by issue from Employer's Stock or purchase made under orders or permits or licenses issued by the Employer, the Contractor shall use the said materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Employer and shall return to the Employer all surplus or unserviceable materials that may be left with the Contractor after the completion of the Contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer/Mines Manager shall determine, having due regard to the initial cost and the present condition of the materials at the time of such return thereof. The credit to be allowed to the Contractor shall not exceed the amount charged to him excluding the storage and handling charges etc., if any. In the event of breach of the aforesaid condition, the Contractor shall (in addition to making himself liable for action for contravention of the terms of the licences or permit and/or for criminal breach of trust) be liable to the Employer for all moneys, advantages of profits accrued or which in the usual course would have accrued to the Contractor by reason of such breach.

## **14.6 Machinery and Materials:**

- 14.6.1 The Contractor shall at his cost make his own arrangements for all plant, equipment, instruments, tools & tackles etc., for all the works including

Testing and Commissioning covered in the Contract. He shall indicate the type and number of different equipment in good working conditions, with their capacities etc., which he will use for the works to ensure the completion of the works in the specified time.

14.6.2 All plant and equipment, instruments, etc., once brought by the Contractor to the Site are not to be removed from there without the written permission of the Manager (Mines)/Engineer. Also, the Contractor shall promptly arrange spare parts, consumables, fuel, chemical & hydraulic fluids, lubricants etc., for the equipment on the Site as and when necessary at his own cost.

14.6.3 If in the opinion of the Manager (Mines)/Engineer, the tools, tackles, plant, equipment, instruments etc., brought to Site or arranged by the Contractor, are not sufficient and/or inadequate, the Manager (Mines)/Engineer shall have the right to direct the Contractor and the Contractor shall comply with the directions and arrange to bring such items to the Site and employ the same for the Work at his own cost.

14.6.4 **Vesting of Plant** : All plants, temporary works and materials owned by the Contractor or by any company in which the Contractor has controlling interest shall, when brought on to the site, immediately be deemed to be vested with the Employer till the currency of contract. The Employer shall not at any time be liable for the loss or damage of those items. None of those items or any part thereof shall be removed from the site without the written consent of the Manager (Mines)/Engineer. However, the consent shall not be unreasonably withheld.

#### **14.7 Contractor's Representative:**

14.7.1 In order to carry out his responsibilities under the Contract, the Contractor shall employ competent representatives/agents whose names shall previously have been communicated in writing by the Contractor to the Employer to superintend the Work. The said representatives/agents shall be present at Site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representatives/agents of the Contractor shall be deemed to have been given to the Contractor. Any notice under the Contract shall be deemed to have been served on the Contractor if served upon such agent or sent by registered letter to his address at site. Such agent shall not be changed (unless required by the Business Head) and shall not leave the site during the duration of the Contract unless the consent of the Business Head /his authorized representative shall have been previously obtained.

14.7.2 The Contractor shall send a duly authorized competent representatives/



agents to meet the Employer at his office at /Birmitrapur or at any other place within the country in connection with his works whenever called upon to do so by the Employer at his own cost and any instructions, directions or explanations given by the Employer or by the /Business Head to such representatives/ agents shall be deemed to have been given to the contractor.

14.7.3 The Contractor shall ensure that each individual of the Contractor's personnel at Site shall co-operate with the Business Head /his authorized representative and any other agencies engaged in the Work to avoid difficulties in carrying out the Work. Failure to extend such co-operation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Contractor forthwith upon request by the Business Head /Authorized Representative. In such cases, the Contractor shall provide immediately competent personnel to replace such individuals at the Contractor's own cost and such personnel shall not be again employed. In case of disagreement as to the cause of such removal, the decision of the Employer/Business Head shall be final.

14.7.4 The Contractor's Representatives shall be available for such periods as the Employer/ Business Head may require and they shall work at all reasonable times as may be necessary to complete the Work within the time specified in the Contract.

**14.8** During the execution of the work, no visitors or personnel, other than the Contractor or his duly appointed representatives/agents, sub-Contractors and workmen, shall be allowed to do work at Site except by the special permission in writing of Employer/ Business Head or his authorized representatives. The Contractor shall not object to the execution of any work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.

So far as the Work it is carried out in the Employer's premises, shall be carried out at such time as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Contractor all reasonable facilities for carrying out his Work.

**14.9 General Supervision by the Employer/Business Head and Coordination:**

14.9.1 All the Work shall be carried out under the general supervision of and to the satisfaction of the Mines Manager/Business Head or his authorised representatives.

**14.10 Payment of Taxes & Duties in relation to the contract:**

14.10.1 The Contractor shall pay all taxes due in India for the personnel employed by the Contractor for Work arising out of their services in connection with the Contract.

#### **14.11 Recruitment of Labour:**

- 14.11.1 While recruiting the labour and supervisory staff for his works, the Contractor has to recruit the staff in accordance with the rules and regulations in force.
- 14.11.2 **Labour Returns:** Periodical statements of labour employed by the Contractor shall be submitted as per statute and in the proforma prescribed by the Business Head /or his authorised representative. The statement shall indicate the details of Displaced Persons, B.C's., S.C's., S.T's. engaged and other classifications viz., skilled, semi-skilled and unskilled.
- 14.11.3 The Tenderer/Contractor shall engage workmen of good conduct and clean antecedents.

#### **14.12 Medical:**

- 14.12.1 The Contractor shall employ such persons as are found to be healthy and free from contagious diseases and shall produce, if required by the Employer, certificate of fitness of all his employees working at Site. Whenever in the opinion of the Employer, it is necessary to do so, for the protection of other employees & their families, the Contractor shall arrange to shift such employees suspected to be suffering from contagious diseases to a hospital. The Contractor shall, if required by the Employer, subject all his employees to regular medical checkups and produce satisfactory evidence of their being free from any contagious disease.
- 14.12.2 The Contractor shall also be responsible for observance of the above clause by his sub-Contractors.
- 14.12.3 The Contractor will be responsible for First Aid / Medical Services for regular health check-up and meeting medical emergency arising during the execution of the contract at his own cost.

#### **15.0 STATUTORY AND OTHER OBLIGATION:**

- 15.1 The Contractor shall not employ for the purpose of the Work, any person below the age of 18 years. The Employer shall have the right to decide whether any person employed by the Contractor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the Contractor.

#### **15.2 Labour Rules etc. :**

In respect of all labour directly or indirectly employed, the Contractor shall comply with all legislations and rules of State and/or Central Government and/or local authority governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for labour employed for the works under the contract. The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Compensation Act, 1923, Contract Labour (Regulation & Abolition) Act, 1970 and other statutory provisions with regard to fair wages,

welfare amenities and safety measures, maintenance of register etc., will be deemed to be part of the Contract. The Contractor shall take out necessary Licence under the Contract Labour (Regulation & Abolition) Act, 1970 within the time limit allowed by the appropriate Government i.e., Central Government

15.3 The Contractor has to comply with all statutory requirements in respect of labour employed during the period of the contract. The Contractor has to obtain licence from Regional Labour Commissioner (Central), Rourkela and should maintain the documents/registers prescribed under the Contract Labour (R&A) Act, 1970 read with Contract Labour (R&A) Central Rules, 1971 made there under and follow the rules made there under and as amended from time to time.

15.4 The Contractor shall ensure the implementation of all the relevant provisions of the various Labour Laws and regulations. Accordingly, he will get himself registered with the concerned statutory authority as provided under the different Acts and shall be directly responsible to the authorities there under for compliance with the provisions thereof.

15.5 The Contractor shall ensure that the provisions of relevant Statutory Rules and Regulations are implemented by him, his employees and sub-contractors.

15.6 **MINES ACT 1952, MINES RULES-1955, MMR ( REGULATIONS)- 1961:** The Contractor shall follow the provisions of Mines Act-1952, Mines Rules-1955, MMR - 1961 and all rules & regulations made there under from time to time as applicable, and shall indemnify the Employer against all claims of compensations under the provisions of the Act in respect of workmen employed by the Contractor in carrying out the works and against all costs and expenses or penalties that may be incurred by the Employer in connection therewith.

15.7 **Employees' Provident Fund and Miscellaneous Provisions Act, 1952:**

The Contractor shall ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952 and the schemes framed there under in so far as they are applicable to their establishments and agencies engaged by him. The Contractor is also required to indemnify the Employer against any loss or claims or penalties or damages whatsoever resulting out of non-compliance on the part of the Contractor with the provisions of the aforesaid Act and the schemes framed there under.

**15.8 Payment of Wages Act, 1936:** The Contractor will abide by the provisions of Payment of Wages Act, 1936.

**15.9 Payment of Minimum Wages:**

Wages paid to the workmen by the Contractor should not be less than the rates notified by Department of Labour, Govt. of India from time to time with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7<sup>th</sup> of the following month. If 7<sup>th</sup> day falls on a holiday or weekly off day the payment should be made one day prior to that. Payment of Provident Fund (PF) for the month, both the Employer's (in this case Contractor) and Employee's (in this case workmen employed by the Contractor) contributions should be deposited in the bank in the Permanent PF Code and Challan should be obtained before the 15<sup>th</sup> of the following month and forwarded to the Business Head /his authorized representative. If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or the Employer will pay and recover from Contractor said dues including penalty as per Law in the following manner:

1. Payment of wages at rates less than those notified under the minimum wages notification of An amount equivalent to the differential amount between wages to be paid under the Minimum Wages Notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the Mines Manager.
2. Non-payment of wages of An amount equivalent to wages payable by the Contractor applicable for the relevant period shall be recovered from the bills as certified by the Mines Manager or his authorised representative.
3. Non-payment of PF of Recovery of the PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and the Employer's contributions), shall be recovered from the bills of the Contractor as certified by the Mines Manager.
4. Delayed payment of PF of An amount equivalent to maximum penalty including interest and other charges leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules and subsequent amendments made from time to time for delayed remittance of PF contributions (both the Employee's and the Employer's), shall be recovered from the bills of Contractor as certified by the Mines Manager.

The aforesaid amount shall be recoverable from the Contractor's Bills by the Mines Manager or may be deducted by the Employer from due amount or which may become due to the Contractor under the Contract or any other Contract between the Contractor and the Employer or Employer's Subsidiary units/Companies.

15.10. The Contractor shall pay wages to his workmen by way of crossed cheques or by crediting the salaries in the bank accounts of concerned employee.

15.11 **Reporting of accidents:** The Contractor shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to the Employer and other local authorities concerned all cases of accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediate all possible aid to the victims of the accidents.

**15.12 Workman's Compensation :** The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by the Employer in connection there with. Without prejudice to other means of recovery, the Employer shall be entitled to deduct from any money due or to become due to the Contractor under the Contract or any other Contract between the Contractor and the Employer or Employer's Subsidiary Units/Companies, all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto. The Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

15.13 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, Ordinance or other Law or any regulation or bye-Law of any local or other duly constituted authority in relation to the execution of the Work or of any temporary work and by the rules and regulations of all Public Bodies whose property or rights are affected or may be affected in any way by the Work or any temporary work.

15.14 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance or Laws as aforesaid and the rules, regulations or bye-Laws of any local or other duly constituted authority which may be applicable to the Work or to any temporary work and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation or Bye-Law.

15.15 All fossils, coins, articles of value of antiquity and structures and other remains or things of Geological or Archaeological interest

discovered on the Site of the work shall, as between the Employer and the Contractor, be deemed to be absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, inform in writing the Employer/Mines Manager of such discovery and carry out, at the expense of the Employer, the disposal, removal or otherwise of the same.

- 15.16 Except where otherwise specified, the Contractor shall pay all tollage and other royalties, rent and other payments or compensation ( if any ) for getting stone, sand, gravel, clay or other materials required for the Work or temporary work or any of them.
- 15.17 All operations necessary for the execution of the Work and for the construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried out so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot paths or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- 15.18 The Contractor shall use every reasonable means to prevent any of the highway and bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-Contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of the Equipment, Machinery and Materials from and to the Site shall be limited as far as reasonably possible so that no unnecessary damage or injury may be occasioned to such highway and bridges. For any damage caused thereby, the Contractor shall be solely responsible.
- 15.19 On the completion of the Work, all rubbish, debris, spillage, soil, tanks, other materials, surplus items, temporary structures, etc., of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavations filled up and the Site handed over in a tidy and workable conditions. No final payments in settlement of the accounts for the said work shall be due or shall be made to the Contractor till such Site clearance shall have been effected by him. Such clearance may be made by the Employer at the expense of the Contractor in the event of his failure to comply with this provision within seven (7) days after receiving direction in writing from the Mines Manager to that effect. If it becomes

necessary for the Employer to have the Site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances be held liable for any losses or damages to such of the Contractor's property as may be found at Site due to such removal there from. Such removal may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Employer.

- 15.20 The use or sale of ardent spirits or other intoxicating beverages upon the Work or in any of the buildings, boarding houses, encampments, or other tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and shall comply with these conditions.
- 15.21 The Contractor must take sufficient care in moving construction Plant and equipment from one place to another so that they may not cause any damage to the property of the Employer. In the event of his failure to do so, the cost of such damage including eventual loss of working hours in any plant as estimated by the Mines Manager is to be borne by the Contractor.
- 15.22 The Contractor shall not, in the performance of Contract Work, in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- 15.23 The Contract shall be governed by the law for the time being in force in the Republic of India.

16.0 **WORK MATERIALS:**

- 16.1 **Access to Site:** The Business Head /Engineer and any person authorized by him shall at all times have access to the Works and to the Site and to all workshops and places where work is going on and the Contractor shall afford every assistance to such access.
- 16.2 **Examination of work before covering up:** No work shall be covered up or put out of view without the prior approval of the Mines Manager /his authorized representative. The Contractor shall afford full opportunity for the Mines Manager /his authorized representative to examine and measure any work which is about to be covered up or put out of view. The Contractor shall give due notice to the Mines Manager/his authorized representative whenever any such work/works is/are ready or about to be ready for his examination. The Mines Manager /his authorized representative shall without unreasonable delay, unless he considers it unnecessary and directs the Contractor accordingly, attend for the purpose of examining and measuring such work/works.
- 16.3 **Suspension lasting more than three (3) months:** If the progress of the works or any part thereof is suspended on the

written order of the Mines Manager /his authorised representative, the Contractor may, within one (1) month after completion of suspension period of three (3) months, serve a written notice on the Mines Manager requiring permission to proceed with the works or part thereof in regard to which the progress is suspended without any liability thereof on the Employer. If such permission is not granted within fifteen (15) days on receipt of such written notice, the Contractor may serve a second written notice, requesting for mutual discussion about further course of action.

## **17.0 PRICES:**

17.1 Price for the Work stipulated in the Contract, shall remain firm and binding during the Contract Period subject to the variations stipulated hereinafter. The Contractor shall perform all his works as envisaged in the Agreement.

17.2 The prices quoted in Indian Rupees (both in figures and in words) by the Tenderer shall be inclusive of all taxes, duties and levies etc., (excluding Service Tax which shall be reimbursed extra if applicable, at prevailing rates on submission of documentary evidence of such payment to the Government of India) as on the last date of submission of tender or on the last date of submission of Revised Prices, if any, whichever is later. The tenderer has to indicate Service Tax amount separately.

## **17.3 GENERAL:**

17.3.1 Clearing the Site after completion of contract period of all debris left out, construction materials including micro dressing the area in neat and clean shape.

17.3.2 Considering the progress of the works and in order to meet the Contract Schedule, the Contractor shall carry out the works on round the clock if required, duly complying the statutory and site requirements.

17.4 The Tenderer has to consider all taxes, duties, levies, etc., (except GST) applicable for executing this Contract and accordingly, shall include the same while quoting the price. The Prices shall be construed as inclusive of such duties or taxes as may be applicable as on the Base Date i.e., last date of submission of tender or last date for submission of Revised Price Bid, if any, whichever is later. Non-inclusion or omission of any taxes, levies, duties, etc., either declared or not declared on the part of the Tenderer shall not be a reason for reimbursement of the difference in rates of taxes & duties at a later date.

17.5 All procedures required under Statutes, for availing any concessions under relevant tax laws, if any, shall be adhered to by the Contractor.



17.6 The Tenderer shall note that the prices quoted shall include all the items and scopes listed above.

**17.7 Price adjustment (Upward or Downward)**

- a) The Price Adjustment (plus or minus) due to Variation in Minimum Wage rate (Central Government) and Diesel price shall be made as mentioned in **Appendix-9**.
- b) The payment on account of price adjustment owing to increase in Minimum Wage Rate (Central Government) will be considered and restricted for reimbursement to the amount calculated as per formula or actual amount paid whichever is lower, subject to production of documentary evidence of passing on the equivalent differential amount to the workmen engaged by the contractor.
- c) The statutory variation in Taxes, Duties shall be reimbursed at actual on production of documentary evidences.
- d) The price adjustment bill shall be considered monthly.
- e) The above Price Adjustment for the item rate/rates quoted/ finalized per MT will be applicable due to change in minimum wages rate and diesel price during the contract period for the actual production of finished products (in MT) lifted from the respective crusher/crushers meant for sales to ultimate customers evidenced through weighment slips generated from company's/Government approved weighbridges duly counter signed by representative of BSLC.

**17.8 Taxes and Duties:**

17.8.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies including seignorage fee, etc., and charges assessed on the Contractor, his Sub-Contractors or their employees by Municipal, State or Central Government Authorities and produce receipts thereof, if required, in support of payment for verification by the Employer. In case of failure of production of receipts regarding the seignorage fee etc. the due amount, together with penalties, and interest as levied by concerned authorities will be recovered from the bills of the Contractor and paid to the Government Authorities by the Employer. However in case of failure of production of receipts regarding other payments, the same shall be dealt as per the Rules and Laws in-vogue.

17.8.2 The rates quoted by the Tenderer for items in Indian currency shall be inclusive of all taxes, duties, levies etc. (excluding GST which shall be reimbursed extra at applicable rates)

that are prevailing on the base date i.e. the last date of submission of tender or last date for submission of revised price bid, if any, whichever is later.

- 17.8.3 During the tenure of the contract, if any new taxes, duties, levies etc. are imposed or the existing rates undergo changes, as notified by the Government and become applicable to the subject works, the claim for the same shall be reimbursed by the Employer on production of documentary evidence. Similarly, any benefits accruing to the contractor on account of withdrawal, /reduction in any existing taxes, and duties, levies etc., shall be passed on to the Employer.
- 17.8.4 Any new taxes, duties, levies etc. are imposed or the existing taxes, duties, levies undergo changes as notified by the Govt. beyond the contractual period; the claim for the same shall be reimbursed by the Employer on production of documentary evidence. Similarly, any benefit accruing to the contractor on account of withdrawal, reduction in any existing taxes, duties, levies etc. shall be passed on to the Employer.
- 17.8.5 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.
- 17.8.6 The Income Tax and other applicable Tax liabilities of Contractor's engineers /experts/technicians shall be paid by the Contractor directly and the Employer shall neither be liable to pay the Income Tax and other applicable personal Tax liabilities nor for filing the tax return for Contractor's engineers /experts/technicians.
- 17.8.7 The **Base Date** of the Contract Price shall be the last date of submission of tender or last date for submission of Revised Price Bid, if any, whichever is later for the purpose of statutory variations, imposing of new taxes or abrogation of existing taxes, duties, levies, etc.
- 17.8.8 No payment will be made to the Contractor on account of Capital Cost of procurement or installation of Crusher/Crushers and Screening Plant/Plants or for any implication of taxes & duties in connection with the procurement & installation of Crusher/Crushers and Screening Plant/Plants as these will be the property of the contractor. No variation in taxes and duties in this regard will also be entertained.

## 18.0 **TERMS OF PAYMENT:**

### 18.1 General

- 18.1.1 All payments shall be made as specified in **Clause 20.0 of GCC** directly by the Employer to the Contractor unless otherwise provided in the Contract.

- 18.1.2 The Employer shall release the value of work done during the month through e-payment to the Contractor on the thirtieth (30<sup>th</sup>) day after receipt of Invoice along with relevant documents complete in all respects as mentioned in the Clause No. 20.0 duly certified by Engineer/ Manager (Mines) & duly approved by Business Head in respect of “On - Account Bills”.
- 18.1.3 In accordance with the provisions of Clause **19.0 of GCC**, the Employer shall pay the Contractor, on the basis of the price break-up given in the Price Schedule (ref. **Appendix-13**).
- 18.1.4 The Contractor shall reimburse the Employer all costs, charges, damages or expenses which the Employer may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract. Such payments shall be made by the Contractor within thirty (30) days upon written request of the Engineer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by the Employer to the Contractor under this Contract or any other Contract, failing which such amounts shall be considered as debt from the Contractor to the Employer and shall be recoverable accordingly.
- 18.1.5 Payment will be released on monthly basis against the total quantity of ROM (in metric tonne) as per the tender specifications lifted from the mines to crusher(s) through Weighbridge.
- 18.1.6 The **monthly bill** will be checked & verified on the basis of following statements:
- a) Challan copies signed by the concerned in-charge of BSLC for transporting of ROM of specified size from mines to crusher.
  - b) Certified copies of wage sheet & paid PF Challan.
  - c) Copy of GST paid Challans duly certified by Finance Department and P.F. Challans duly certified by Personnel Department.
  - d) Certificate from the Personnel Department that the labour strength shown in the Paid Wage Sheet, Form- B as per Mines Act, Paid PF Challans are tallied.
- 18.1.7 The Agency will submit the bills to the Engineer/Manager (Mines).
- 18.1.8 Payment will be made after deduction of TDS, & Penalties, etc., if any, on the 30<sup>th</sup> day after receipt bill complete in all respect.
- 18.1.9 GST, if applicable, shall be reimbursed extra on the bill value at applicable rates.

18.1.10 All payments shall be made as specified in **Clause 18, 19 20& 21.00** of **GCC** directly by the Employer to the Contractor unless otherwise provided in the Contract.

## 18.2 **DEDUCTION OF INCOME TAX AT SOURCE**

18.2.1 Deduction at source towards Income Tax calculated at the rates prescribed from time to time under relevant provisions of Indian Income Tax Act, 1961 shall be made from the bills/invoices of the Contractor and the amount so deducted shall be deposited with the Income Tax Department and requisite TDS Certificate to this effect will be issued at the end of each quarter. In case Contractor is exempted from deduction of Income Tax at sources or eligible for lower deduction of Income Tax, the same may be considered for giving effect by the Employer, subject to furnishing such Exemption Certificate issued by Income Tax Department to this effect.

## 19.0 **NORMS OF MEASUREMENT:**

The unit of measurement of work done will be in Metric Tonne of finished products i.e. ROM as per tender specifications which will be weighed generally at respective Weighbridge of BSLC. In case of breakdown of weighbridge weightment shall be done at any other nearby weighbridge of BSLC within four KM. radius.

## 20.0 **CERTIFICATE OF PAYMENT:**

20.1 "On Account Bill" Payments: The Contractor shall submit to the Engineer/Manager (Mines) at the end of each month an "On Account Bill" showing the value of the job done up to the end of the month, accompanied by supporting documents like invoices and statement showing date-wise lifting particulars.

20.2 Payment in terms of the Contract shall be due and payable by the Employer on the thirtieth (30<sup>th</sup>) day of receipt of each "On Account Bill" by him supported by all the requisite documents as per the **Appendix-12**. However, no interest shall be paid for any delay in

payment of "On-Account-Bills."

Payment shall generally be made through Electronic Payment System and intimation will be made to the contractor accordingly. The Contractor should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their Bank Account of the Contractor and no claims will be entertained after the said 10 days.

### **20.3 Deduction from Contract Price:**

The Employer shall be entitled to recover along with applicable rate of interest all costs, charges, damages or expenses which the Employer may have paid and for which the Contractor is liable under the Contract, by appropriating in part or whole, the Security Deposit furnished by the Contractor. In the event of the Security Deposit being insufficient, the balance shall be deducted from any sum by then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Employer, on demand, the remaining balance due along with applicable rate of interest by means of a demand draft drawn in favour of the Employer.

The rate of interest applicable in such case shall be 16.5% p.a. as of now. However, rate of interest chargeable at the time of actual recovery shall be as updated by the Employer on annual basis.

- 20.4 The Business Head /his authorised representative may make any corrections or modifications, if required, to any previous bills certified by him.

### **20.5 RETURN OF SECURITY DEPOSIT**

#### **20.5.1 Return of Security Deposit:**

The request of Contractor for refund of Security Deposit amount or release of Bank Guarantee amount, rafter adjustment of demand, claims, penalties, etc., if any, will be approved for release by the Business Head after the end each year @25% of the Security Deposit amount and the balance after completion of the contract period or such extended period, if any, and on production of No Objection Certificate (NOC) from Mining, Engineering, Personnel, Security, Stores and Finance Department.

- 20.5.2 Security Deposit will not carry any interest.

- 20.5.3 The Contract shall not be considered as completed until the Contract Completion Certificate have been signed by the Engineer/Manager (Mines) and delivered to the Employer/Business

Head stating that the Contract work has been completed and maintained to his satisfaction.

## 21.0 ON-ACCOUNT-BILLING:

21.1 The Contractor shall submit "On-Account-Bills" in the prescribed format which shall be issued by the Employer.

21.2 The following deductions per workman deployed category-wise shall be made from the bills/ amounts due to the Contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:

Sl. No	Component	Recovery amount per Labour per every WORKING DAY (in `.)				To be released when
		UN-SKILLED	SEMI-SKILLED	SKILLED	Highly Skilled	
01	Notice pay 30 days @ 9.62%	21.36	26.55	31.94	37.13	After submission of Bank Guarantee of that deducted amount in every financial year. The validity of the BG period will be six months more from the end of the contract period. After the contractor makes payment to the workmen in the presence of Engineer/ Manager (Mines) & I/c Personnel Department. A certificate to this effect is to be produced before releasing BG. The process will continue till the end of the contract.
02	Retrenchment compensation 15 days @ 4.81%	10.68	10.68	10.68	10.68	
03	Earned Leave with wages 15 days @ 4.81%	10.68	10.68	10.68	10.68	
04	Sick leave with wages 18 days @ 5.77%	12.81	12.81	12.81	12.81	
05	Holiday Wages 10 days @ 3.21%	7.13	7.13	7.13	7.13	
06	Bonus	18.49	22.99	27.66	32.15	
	<b>Total</b>	81.15	90.84	100.90	110.58	
	<b>10% towards Profit and Overheads</b>	<b>8.12</b>	<b>9.08</b>	<b>10.09</b>	<b>11.06</b>	
	<b>Total amount for Recovery</b>	<b>89.27</b>	<b>99.92</b>	<b>110.99</b>	<b>121.64</b>	
	<b>MINIMUM WAGES AS ON 01.04.2015</b>	<b>350.00</b>	<b>437.00</b>	<b>523.00</b>	<b>610.00</b>	

### Note:

- i) The above recovery rates are effective from 01 /04 /2017 (including Living allowance). In case of any statutory revision in Minimum Wages

payable to Contract Workmen as notified by the Regional Labour Commissioner (Central), Rourkela from time to time, the above recovery amounts for workman category-wise will be revised by BSLC, and will be notified accordingly.

- ii) Payment against the above components is to be made to the workmen based on the effective wages of **last drawn pay**
- iii) The actual amount payable to each workman shall not be less than that in Industrial Disputes Act & Central rules and / or Contract Labour (Regulation & Abolition) Act & Central Rules and payment of Bonus Act (whichever is applicable).

### 21.3 **PENALTY:**

Various Milestones achievements as indicated in the enclosure to Contract Specification are required to be achieved during execution & performance of work as per contract specifications. Non-achievement of Milestone activities and generation of desired outputs within the specified time shall attract penalties as indicated against each Milestone/Activity. The penalties so recovered, shall not be refunded.

In the event of Non-fulfillment of Milestone / Operations, the deductions agreed against each of such Milestone / Operations shall be made from the next on-account bill and shall not be refunded to the contractor if the overall work is not completed within the work schedule.

However, due to any reason attributable to the Employer, if it is not possible to achieve a particular Milestone/ Operation within the specified period, a suitable amendment in the period of affected/ related Milestone / Operation shall be made as deemed fit by the Engineer/Mines Manager whose decision shall be final, binding and conclusive. In such cases, the Levy of Penalty shall be linked with the fulfillment of the amended Milestone(s) / Operations(s). The Contractor shall not have any claim on account of such changes/postponement of Milestones / Operations.

The total penalties under this clause however shall not exceed five percent (5%) of the total Contract Price (excluding GST).

The Milestones / Operations of this tender and the non-compliance or delay in compliance or delay in achieving the milestones/ generation of desired output within the specified time will attract penalties as follows:

SL No	PARTICULARS	MILESTONE	PENALTY
i	Signing of the Agreement	Within 30 days of issuance of FAX LOA	Beyond 30 days of Issuance of FAX LOA Penalty will be levied @ Rs 500/- per day
ii	Commencement of work	Within 30 days of issuance of FAX LOA	Beyond 30 days of Issuance of FAX LOA Penalty will be levied @ Rs 500/- per day
iii	Production of targeted Finished product i.e. ROM of 350 mm size of quantity of 2, 40,000 MT. per annum.	Financial Year / Part of Financial Year	15% of Contract Rate Of Finished Products per ton of shortfall quantity calculated on financial yearly basis or part thereof for such shortfall quantity.
iv	Achievement of Physical/Chemical Specifications	Monthly	To be recovered as per the deductions made by the Customers
v	Compliance of safety Parameters	Monthly	As per Clause No. 14.6 of GCC and Clause No. 20 of SCC of Tender Document.
vi	Compliance of Environment Parameters	Monthly	To be recovered as per the demand made by the Statutory Authorities
vii	Compliance of filing Statutory Returns and making Statutory Payments	Monthly	To be recovered as per the demand made by the Statutory Authorities

Note:

For the 1<sup>st</sup> and the last year of operations, the amount of penalty shall be worked out considering the proportionate number of days available from the date of commencement till 31<sup>st</sup> March and from 1<sup>st</sup> April till last date of operation respectively.

If BSLC will not require the desired production, BSLC will not impose any penalty to the agency. In such cases BSLC will not be liable for any loss directly or indirectly caused to the Contractor.

Stock position at mines is to be jointly signed by Mines Manager or its authorized representative & Contractor's authorized representative on monthly basis to monitor the movement of finished product.



## 22.0 **REMEDIES AND POWERS:**

22.1 **Termination of Contract by the Employer:** If the Contractor becomes bankrupt or have a receiver's order made against him or presents his petition in bankruptcy or makes an arrangement in favour of his creditors or agrees to carry out the contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Contractor assigns the Contract without the consent in writing of the Employer first obtained or if the supplies under the Contract have been attached under an order of a Court of Law for any default of the Contractor or if the Mines Manager certifies in writing to the Employer that in his opinion the Contractor:

- a) has abandoned the Contract, or,
- b) has failed to execute the work with due diligence or expedition, or,
- c) refuses or neglects to comply with any repeated orders of at least 03 times given to him in writing by the Business Head in connection with the work, or,
- d) has contravened the provisions in the Contract including timely supply of equipments, Mining, generation of desired output as per the tender specifications, or,
- e) has failed to remove the materials from the site or to pull down and replace the work within 14 days after receiving from the Mines Manager's written notice that the said materials or work have been condemned and rejected by the Manager, or,
- f) is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or,
- g) has to the detriment of good workmanship or in defiance of the Manager's instructions to the contrary sub-contracted or assigned any part of the Contract, or,
- h) has contravened any Mines safety regulation or environmental regulations or Labour regulations in vogue from time to time, the Employer, after giving fifteen (15) days notice in writing to the Contractor may terminate the Contract at the Risk and Cost of the Contractor. After the expiry of the fifteen (15) days, the Manager shall then enter upon the site and the Works and expel the Contractor there from, without releasing the Contractor from any of his obligations or liabilities under the Contract and without affecting the rights and powers conferred on the Employer or the Engineer by the Contract.

22.2 The termination of the Contract as stated above may be either for whole or part of the Contract at the Employer's option. In the event of the Employer terminating the Contract in the whole or in part, BSLC may engage alternate contractor/contractors on such terms

and in such manner as it deems appropriate, to the extent possible to be executed by any other Contractor to get the desired output of targeted quantity. The Contractor shall be liable to pay to the Employer any extra amount incurred or to be incurred by the Employer by engaging alternative Contractors. Such recovery however shall not absolve the Contractor from his obligations under the Contract; to the extent it is not terminated.

**22.3 Payment for unlifted sized Limestone /Dolomite to the crusher as on the date of termination of Contract:**

The Engineer/Manager (Mines) after the termination of Contract will assess the quantity of sized Finished Products produced by the Contractor at the mines without lifting to the crusher, the payment for the same will be 50% of the rates of the Contract.

**22.4 Termination of Contract by the Contractor:** If the Employer commits any act of Insolvency or if the Employer shall be adjudged an insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of his Creditors or shall have an order made against him or pass an effective resolution of winding up either compulsory or subject to the supervision of the court or voluntarily or if the official assignee of the Employer shall repudiate the Contract or if the official assignee or the liquidator in any such winding up shall be unable within 14 days after notice to him requiring him to do to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due and to become due there under and if the work be stopped for three months or more at a stretch under the order of the Engineer or by an injunction or other order of any court of law for reasons not attributable to the Contractor then and in any of the said cases the Contractor subject to provision contained in Clause 16.3 hereof shall be at liberty to determine the Contract by notice in writing to the Employer through the Engineer/Manager (Mines)/Business Head and he shall be entitled to recover from the Employer payment for all the finished products (sized Limestone/Dolomite)as per the Tender/Contract/Agreement/LOA/Work Order.

In arriving at the amount of such payment, the rates contained in the Contract shall be followed. Provided always the Employer shall not be liable for payment of any claims or losses arising on account of suspension or stoppage of work under force majeure circumstances beyond the sum payable for the work already executed. No payment will be made whatsoever towards cost of any Equipment & Machineries etc., thereof, which will be the property of the Contractor.

**23.0 FORCE MAJEURE:**

23.1 If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of

any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strike, lock-out, restriction of electrical power, judicial pronouncements, Statutory Notifications/Orders, any order from Statutory Authority or Indian Railways preventing/restricting the mining, production & dispatch of minerals and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified by Competent Authority in case Events occur in India is given by either party to the other within twenty-one (21) days from the date of occurrence thereof, the Employer shall have the right by reason of such Events to terminate the Contract without however, affecting the right to any claim for damages on the Contractor in respect of such non-performance or delay in performance. However, in the event of the Employer having agreed, the generation of finished products under the Contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least four (4) months and the Employer not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of two (2) months from the expiry of four (4) months referred to above, the Contract shall be deemed to have expired at the end of the six (6) months starting from the date of commencement of Force Majeure date. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

No payment will be made whatsoever towards cost of any Equipment, Machineries etc., thereof, which will be the property of the contractor.

- 23.2 The above mentioned force majeure Events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangements etc.
- 23.3 The above mentioned force majeure Events shall not also include similar events happening in the works of the sub-Contractors / suppliers etc., of the Contractor.
- 23.4 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.

**24.0 RIGHTS OF EMPLOYER TO VARY AND/OR ALTER THE SCOPE OF THE CONTRACT:**

- 24.1 The Employer shall have right to vary and/or alter the extent, scope and/or technical parameters of the Work, provided that such variations and/or alterations fall within the general scope of Work and the Contractor shall be bound thereby.
- 24.2 Any amount to be allowed in respect of such variations and/or alterations effected by the Employer under this Clause shall be added to or deducted from the Contract Price as the case may be. The Employer may call for documents, vouchers, analysis, etc. of such works and the Contractor shall forthwith furnish the same to fix up the value of such works which shall be mutually agreed upon.
- 24.3 The Employer may at any time temporarily stop the Work under the Contract or any part thereof by notice in writing to the Contractor. All Work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the Employer and the Contractor.
- 24.4 The Employer will not pay the Contractor for any work done during the period of such temporary stoppage and the Employer will not be liable to the Contractor for any damages or loss caused by such stoppage.

**25.0 LIMITATION OF LIABILITY / INDIRECT CONSEQUENTIAL DAMAGES**

- a) The Contractor shall not be liable for any indirect consequential losses and
- b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total consideration arrived at by multiplying the contracted item rate/rates with the volume of finished products generated (as per the specifications given in the tender document) which will be restricted to total Contract Price, with applicable price variation, if applicable as per Clause No.17.7.

However, in cases of criminal negligence or willful misconduct, limitation of liability mentioned above shall not apply and the entire liability shall be borne by the defaulting party and it shall include consequential losses.

## 26.0 SETTLEMENT OF DISPUTES & ARBITRATION:

- 26.1 **Disputes to be finally determined by the Engineer/Mines Manager/Business Head:** In case of any difference of opinion with respect to the decisions, opinions, directions, order, certificates or valuation of the matters or any part of the matters under the Contract, the matter should be mutually settled and the decision of Business Head will be final. However, if the decision is not acceptable to the Contractor, this may be settled through Arbitration with the approval of Managing Director of BSLC.
- 26.2 **Settlement of Disputes by Arbitration:** If any dispute is not settled amicably between the Contractor and Business Head of BSLC as per Clause No.26.1, then, all 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. Each party shall appoint its arbitrator; the two arbitrators so appointed shall appoint the third arbitrator who shall be the presiding Arbitrator. 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.

The further progress of any work under the Contract shall unless otherwise directed by the Engineer /Manager (Mines) / Business Head 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.

No Interest Shall be awarded By The Arbitrator in any arbitration proceedings.

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. Should the arbitrator give specific award in respect of costs then it would prevail.

The Arbitration bench shall make a reasoned award.

The venue of Arbitration shall be at BSLC, Kolkata, India.

In case the Contractor is Government of India Undertaking or any Government Department, 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.

**27.0 NON-WAIVAL OF DEFAULTS:**

27.1 Failure of the Employer to insist upon strict performance of any terms and conditions of the Contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any rights for any subsequent default under the terms and conditions of the Contract. No right or remedy of the Employer will be exclusive of any other right or remedy and Employer will have all rights and remedies given under the Contract and in law or by statute in force and amendments thereto. The execution by the Contractor or receiving of or payment by the Employer for the job under this Contract will not be deemed a waiver of any rights for any prior failure by the Contractor to comply with any of the provisions of the Contract.

**28.0 FINAL BILL / LAST MONTH'S BILL**

Final Bill / Last Month's bill for the work done will be recommended by Engineer / Manager (Mines) for release of payment excluding Security Deposit after certification that, the Contractor has fulfilled all the contractual obligations and has complied with all the liabilities with respect to provident fund, minimum wages, bonus, retrenchment benefits, and adequate compensation towards accidental injuries / death etc., to the respective workmen engaged by the said agency. Final Bill / Last Month's bill will be released by Finance Department within 90 days of receipt of completed set of certified bills. Security Deposit will be released after completion of 180 days from the completion of contract period.

**29.0 RISK & COST:**

In the event of failure to fulfill the contractual obligations as per Work Order/Agreement /Contract, the Company reserves the right to make the contractual obligations carried out by alternative arrangement at the sole Risk and Cost of the Contractor and the Company shall recover from the Contractor any additional cost involved therein or losses suffered due to the fault or negligence of the Contractor. The Security Deposit amounts 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 period or within such extended period approved by the management.

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

TO BE EXECUTED ON A STAMP PAPER OF VALUE NOT LESS THAN ` .100.00  
BOUGHT IN THE NAME OF THE EXECUTING BANK.

**FORM OF BANK GUARANTEE**

1. Name and address of the Bank:  
(Full Postal Address& PIN code to be given)
  2. Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_
  3. Limit of Liability \_\_\_\_\_ Expiry Date \_\_\_\_\_
  4. \* Tender Notice No. \_\_\_\_\_ Date \_\_\_\_\_
  5. \*\* Name of the work as given in the Tender \_\_\_\_\_
- 

To,  
 The Bisra Stone Lime Co. Ltd;  
 BIRMITRAPUR-770 033  
 Sundergarh (Odisha)

**Sub: Earnest Money Deposit**

In consideration of M/s The Bisra Stone Lime Company Limited having its office at Birmitrapur, District-Sundergarh, Odisha-770033 (hereinafter called "the company") which expression shall unless repugnant to the subject or context includes his successors and assigns having agreed to exempt M/s. . . . . (Hereinafter called "the Contractor/") from demand under the terms and conditions of the Tender Number (\*) ..... Dated. . . . . . . . . . . issued by the Company for the work (\*\*). . . . . (hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment of the Contractor/Supplier of terms and Conditions contained in the said documents on production of a Bank Guarantee for `..... (Rupees..... (only).

1. We, the . . . . . Bank ( hereinafter referred to as "the said Bank") a Company under the Companies Act, 1956 and having our Registered Office at . . . . do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of `..... (Rupees..... (Only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reasons of any breach or breaches by the Contractor/Supplier of any of the terms and conditions contained in the said documents and unconditionally pay the amount claimed by the company on demand and without demur to the extent aforesaid.
2. We, the... .. Bank further agree that if the contractor/Supplier commits any breach of the terms and conditions of the said documents in respect of which the contractor/Supplier has been exempted from depositing the Earnest Money because of the guarantee furnished by the Bank to the Company and the Company has become entitled to forfeit the Earnest Money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Company on demand and without demur the

amount of the Earnest Money required to be furnished by the contractor/Supplier under the conditions of the said documents in respect of which the breach is committed to the extent of ..... (Rupees..... (Only)

3. We, the . . . . . Bank further agree that the company shall be the sole judge of and as to whether the Contractor/Supplier has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the Contractor/Supplier in respect of the said document and the decision of the company that the Contractor/Supplier has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.
4. We, the said Bank further, agree that the guarantee herein contained shall remain in full force and effect, until it is released by the Company provided always this guarantee shall in no event remain in force after the . . . . .day of . . . . . without prejudice to the claims of the company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same are enforced after the said date.
5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor/Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor/Supplier and either to enforce or for bear from enforcing any of the terms and conditions governing the said document or securities available to the company and the said Bank shall not be released from its liability under these presents by any exercise of the company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor/Supplier or any other forbearance act or omission on the part of the company or any indulgence by the Company to the contractor/supplier or of any other matter or thing whatsoever which under the law relating to sureties would but for these provision have the effect of so releasing the Bank from its liability.
6. It shall not be necessary for the company to proceed against the contractor/supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the company may have obtained or obtain from the contractor/supplier shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
7. We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the company or the Contractor/Supplier of the Bank shall not discharge our liability hereunder.



8. 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 or Kolkata and they shall honour such demand in any case not later than next working day.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place: . . . . .

Signature .....

Date: . . . . .

Name .....

Note: Instructions to the Bank: Not to be reproduced in the Bond Paper

1. The following are to be filled up in the blank space indicated thus:  
(\*) Tender No. of the tender (i.e.) No. of the covering letter of the tender of the contractor.  
(\*\*) Name of the work as given in the Tender Notice.
2. All pages of bank guarantees shall have the rubber stamp and signature of the officer of the Bank.
3. All corrections shall be attested by Rubber Stamp and Stamp of the officer of Bank.

**(Para 3.0 to Instructions to the Tenderer)**

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

To  
The Bisra Stone Lime Company Limited  
Bimitrapur,  
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 Bimitrapur, District-Sundergarh, Odisha-770033 ( a Government Company incorporated under the Companies Act, 1956) having its registered Office at Sourav Abasan, 2<sup>nd</sup> 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 in fructuous 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 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, reconstruction 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.
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 un-realised.
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:

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DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND .....

**FORM OF PERFORMANCE GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT**

This AGREEMENT is made this .....day of .....,20\_\_  
between M/s ....., a company registered under the  
Companies Act 1956, having its registered office at  
..... (hereinafter called “The Contractor”  
which expression shall unless repugnant to the context or meaning thereof  
include its successors and assigns) of the first part AND the Bisra Stone Lime  
Co. Limited, a company registered under the Companies Act1956 having its  
registered office at AG-104, Sector-II, Salt Lake, Kolkata-700 091 called “The  
Company” (which expression shall unless repugnant to the context or  
meaning thereof include its successors and assigns) of the second part.

WHEREAS the Contractor has interalia agreed with the company to execute  
the work .....on a comprehensive basis on the terms and  
conditions contained in the Contract No..... made between the Company  
and the Contractor.

AND WHEREAS the Contractor has to furnish a sum of `.....  
(Rupees..... (only), as Security for the due  
performance of the said Agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of  
`..... (Rupees..... (only) from the Contractor  
as security but to accept this Performance Bond for the due performance of  
the said agreement by the Contractor on the terms & conditions herein  
contained.

It is now agreed by and between the parties hereto as follows:

1. In consideration of the company agreeing to waive the payment by the Contractor, Security Deposit in accordance with the said agreement on the Contractor furnishing this indemnity, the Contractor hereby undertakes to indemnify the Company and keep the company indemnified from time to time to the extent of `..... (Rupees..... (Only) being value of Security Deposit in accordance with the said agreement against any loss or damage caused to or suffered by the Company by reason of any breach or breaches on the Contractor’s part of any of the terms & conditions contained in the said agreement and in the event the Contractor shall make any default or defaults in carrying out any of the works under the said agreement or otherwise in the observance or performance of any of the terms & conditions relating thereto in accordance with the true intent and meaning thereof the Contractor shall forthwith on demand and without demur pay to the company such sum or sums not exceeding in total the said sum of `..... (Rupees..... (Only) as may be claimed by the company as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractors’ part.

2. Notwithstanding anything to the contrary in these presents or in the said agreement the Company's notice as to whether the contractor has made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Contractor for the purposes of this indemnity and the Contractor shall not be entitled to ask the Company to establish its claim or claims under this Indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way be prejudiced by reason of such demand by the Company and payment by the Contractor under this indemnity and the claims under the said agreement shall be settled in accordance with the said agreement without prejudice to the Company's rights to demand immediately under this indemnity and the Contractor's liability to pay the same, but any amount so paid by the Contractor being taken into consideration the settlement as per the said agreement.
3. This Indemnity shall continue and hold good until it is released by the Company in writing on the Contractor's application after the expiry of relative guarantee period of the said agreement and after the Contractor has discharged all his obligations under the said agreement and submitted a No Demand Certificate from the Engineer under the said agreement.
4. The company will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the said agreement and the Contractor shall not be released from his liability under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Company's part or any indulgence by the Company to the Contractor or by any variations or modifications of the said agreement or any other act, matter or thing whatsoever on the Company's part.
5. This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company by the Contractor and this indemnity does not revoke or limit such indemnities or Guarantee.

IN WITNESS WHEREOF the parties hereto have executed these presents the day the year first herein above written.

Signed by Shri.....  
(Name and Designation)  
on behalf of the Contractor.

In the presence  
of 1.  
2.

Signed by Shri .....  
(Name and Designation)  
For and on behalf of  
The Bisra Stone Lime Co. Limited

**Details of jobs undertaken (On-hand & Completed)**

<b>Sl. No.</b>	<b>Full Particulars of similar work carried out by the Tenderer</b>	<b>Amount of work</b>	<b>Period of Contract</b>	<b>Name &amp; complete postal address of authorities for whom work was carried out with Telephone no., Mobile No., Email and Fax. No. if any</b>

A. Work executed in the Name of Tenderer:

B. Work executed by tenderer not in the name of the Tenderer but in a different name or in a different partnership or as subcontractor to a principal Contractor.

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Note: 1. A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the tender.

2. Completion Certificate to be enclosed.



**DEPLOYMENT OF MINING EQUIPMENT AND MACHINERY**

Schedule of works with details of equipment to be deployed by the Tenderer for the contract.

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Sl. No	Description	Details	Approximate when it will deployed at site	date be
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NB: A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the tender.

**APPENDIX-6**  
**(To Para 13.2 of Instructions to the Tenderer)**

**DETAILS OF TIME SCHEDULE FOR COMMENCEMENT OF MINING**  
**ACTIVITY**

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<b>Sl. Items of No. Work from FAX LOA)</b>	<b>Commencement (No. of Days from FAX LOA)</b>	<b>Completion (No. of Days from FAX LOA)</b>
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**FORM FOR DEVIATIONS FROM THE TENDER DOCUMENT**

We have examined the Tender Documents and understood all the requirements. We hereby confirm that all the details of our offer conform to Tender Notice No. **BSLC/MINING/2017-18/JOB NO-10** excepting for deviations listed below. We understand that Employer/Employer's representative will not entertain any deviations other than those specified below and accepted by Employer/Employer's representative in writing:

<b>Refer Clause no. of Tender Specifications</b>	<b>Deviations</b>	<b>Justification for the deviation</b>

Name of the Work.....

Signature: .....

Specification No.....

Name: .....

Designation: .....

Tenderer's seal with date:

**BANK ACCOUNT DATA FOR e-PAYMENT**

1. Supplier's/ Contractor's Code :
2. Option : RTGS / NEFT
3. Beneficiary Details :
  - i) Name of Beneficiary :  
(maximum 35 characters)
  - ii) Bank Name :  
(maximum 35 characters)
  - iii) Branch Name :  
(maximum 35 characters)
  - iv) Branch Address :
  - v) Branch Telephone Number  
with STD Code :
  - vi) Account No. :  
(maximum 35 characters)
  - vii) Account Type :  
Savings/Current/Overdraft  
(mention Code No. also)
  - viii) Beneficiary Bank's IFSC Code :  
(maximum 11 characters)
  - ix) MICR Code:

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

(Signature of Supplier's / Service Providers)

Name:

Design:

**Certificate**

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

Sd/--  
Branch Manager  
Bank Seal

**PRICE ADJUSTMENT DUE TO VARIATION**

1.1 **The Base Date of the Contract Price is \_\_\_\_\_ (last date of submission of tender or last date for submission of Revised Price Bid, if any, whichever is later).**

1.2 **Change in price** will be given on account of change in price of diesel and rate of minimum wages as per the formula given below. This Escalation/de-escalation effect will be given to the original awarded rate. The escalation bills will be processed monthly.

**1.2.1. For Diesel:-**

$$V = [0.20 \times (Pr - Pb) \times R] / Pb$$

Where V= Escalation/de-escalation in awarded Rate per unit of measurement on account of change in price of Diesel.

**0.20 = Diesel component in the awarded job**

Pr=Revised rate of diesel on the 1<sup>st</sup> day of the Month.

Pb=Rate of diesel on Base Date (as on date of opening of the price bid).

R= Gross value of work done on the basis of contract rates for the period for which variation is applicable.

**1.2.2. For Minimum Wages:-**

In case of any statutory revision in the minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Bhubaneswar Escalation shall be paid as per the following formula :

$$V = \frac{0.10 \times W \times (Xr - Xo)}{Xo}$$

**WHERE:**

Where **V**= Escalation/de-escalation in awarded Rate per unit of measurement on account of change in Minimum Wages.

0.10 = **Labour component in the awarded job**

W = Gross value of work done on the basis of Contract rates during the month.

Xr = Revised Weighted Average Minimum Wages as on 1<sup>st</sup> day of the month (for Unskilled, Semi-skilled and Skilled categories of Workers) based on the minimum wages as notified by the Regional Labour Commissioner (Central), Bhubaneswar

Xo = Existing (on the basis which tender estimate is prepared) Weighted Average of Minimum Wages on the Base Date (opening of price bid) for Unskilled, semi-skilled and skilled categories of workers and which is based on the minimum wages notified by Regional Labour Commissioner (Central), Bhubaneswar

### **1.2.3 ELECTRICITY:-**

Electricity will be supplied free of cost by BSLC

### **1.2.4 EXPLOSIVE: -**

Explosive will be supplied free of cost by BSLC

### **1.3 EFFECTIVE DATE:**

**1.3.1. Revision on a/c of wages:** - If the minimum wage rate is revised on the first day of a month, escalation /de-escalation effect shall be given effect for the whole month; otherwise effect will be given from the following month.

**1.3.2 .Revision on a/c of Diesel:** - If the diesel rate is revised on the first day of a month, escalation/de-escalation effect shall be given for the whole month; otherwise, effect will be given from the following month. High Speed Diesel (HSD) Price at nearest outlet at Birmitrapur, duly certified by Oil Marketing Companies / Authorised Agencies / Authorised Dealers will be considered in this regard.

**(TO BE ENCLOSED WITH ON-ACCOUNT BILLS)**

**Sub: Proforma of Statutory Obligations of Labour Rules**

1. Name of the Contractor :
2. Name of the Work :
3. Agreement No. :
4. Labour License No. & Validity :
5. No. of workers for which above labour license is obtained :
6. Compliance to the provision of Employees Provident Fund & Misc. Provisions Act, 1952 :

Verified and Certified that the above are found to be in order

Signature of the Manager

Name:

Designation:

Date:

Certified that I/We have been complying with the above statutory provisions

Signature of Contractor/ or his authorised Power of Attorney Holder with date

Name:

Address:

**CHECKLIST FOR BANK GUARANTEES**

Name of the Work : \_\_\_\_\_  
 Tender Notice No.& Date : \_\_\_\_\_  
 Name of the party submitting BG : \_\_\_\_\_  
 Name of the Bank issuing BG : \_\_\_\_\_  
 Branch issuing the BG : \_\_\_\_\_  
 BG No & date : \_\_\_\_\_  
 BG Value : \_\_\_\_\_  
 BG Valid Up to : \_\_\_\_\_

		Yes/No
1	Is the BG as per the approved format of/BSLC?	
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank/Nationalised bank etc. as specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant State rules?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/tender with reference to which the BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11	Whether the BG format contains the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained.	
12	BG contains the clause for “Enforceability of the same at Rourkela or Kolkata and the address of the same is also specified in the BG.	

**NOTE:**

1. The BGs are to be submitted to BSLC, only when reply to all the above are ‘Yes’.
2. Successful tenderer shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Signature of the Contractor

Date :



**GENERALLY REQUIRED DOCUMENTS FOR RELEASE OF PAYMENTS**

1.0 General (Refer Clause No. 20.0 of General Conditions of Contract).

2.0 **PAYMENT:**

Payment will be released on monthly basis against the total quantity (in metric tonne) of sized ROM of 350 mm lifted from the mines to the Dept. crusher(s) of BSLC through Weighbridge.

**THE BISRA STONE LIME COMPANY LIMITED**

**PART-II**  
**PRICE BID**

Tender Notice No.BSLC/MINING/2017-18/JOB NO-10      Date:19/2/18

**SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR DRILLING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM LIMESTONE FROM GURPAHAR QUARRY/DOOMITE FROM PATPAHAR QUARRY TO FEED THE DEPARTMENTAL CRUSHER NO - 4 AT PATPAHAR OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, ODISHA**

**COMPOSITE RATE OF FINISHED PRODUCTS i.e. SIZED ROM OF 350MM. SIZE**

Sl No.	SIZES	RATE (Excluding Service Tax) in (Rupees per Metric Tonne/ CUBIC METER)	
		IN FIGURES	IN WORDS
1	Composite Rate per Metric Tonne of finished product ROM of 350 mm size lifted from mines to Dept. Crusher i.e.( Rs A )		
2	Removal of Overburden for Development of Mines in Bank Cubic Meter i.e.( Rs B)		

**N.B**

1. It is assumed that against 2000 m<sup>3</sup> removal of Overburden, 20,000 MT of finished product of ROM Limestone/Dolomite will be generated. However, payment will be made against actual work done against each item.

The lowest offer for finalization of tender and awarding the contract will be decided on weighted average rate as per the formula given below against both the items.

$$\bullet \quad (B*24,000 + A*2,40,000) / ( 36,000+2,40,000)$$

- Service Tax, if any, shall be reimbursed extra at actual at applicable rate.
- 3. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
- 4. The payment will be made against actual lifting of finished product as mentioned above for individual products.
- 5. No payment will be released for the rejects/finished products which do not meet the required specifications as mentioned above.
- 6. Contractor will keep proper records of input as well as with output for reconciliation of Ores.

SIGNATURE OF THE TENDERER  
WITH DATE AND SEAL

**UNDERTAKING**

To  
The Business Head  
The Bisra Stone Lime Co. Ltd  
Birmitrapur  
Sundargarh (Odisha)

Ref: Tender Notice No.BSLC/MINING/2017-18/JOB NO10 Date:19/2/18

**Sub: SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS ON HIRE BASIS FOR DRILLING, EXCAVATION, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM LIMESTONE FROM GURPAHAR QUARRY/DOLOMITE FROM PATPAHAR QUARRY TO FEED THE DEPARTMENTAL CRUSHER NO -4 AT PATPAHAR OF BSLC MINES, BIRMITRAPUR OF SUNDARGARH DISTRICT, 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 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.

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_