

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

MINES OFFICE:

At: Birmitrapur, Dist: Sundargarh(Odisha),
PIN: 770033
PHONE:0661-2610069
FAX: 0661-2610270
EMAIL: bslcoltd.brmp@gmail.com

REGD OFFICE:

SOURAV ABASAN, AG-104, SECTOR-II,
SALT LAKE, KOLKATA-700091
PHONE: 033-40169200
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EMAIL: info.birdgroup@nic.in
birdgroup@eth.net

NOTICE INVITING TENDER



TENDER DOCUMENT FOR DEVELOPMENT OF NEW RAILWAY SIDING IN BSLC
SIDING AT MUNIPAHAR, BIRMITRAPUR

TENDER NOTICE No: BSLC/TENDER/2016-17/421(JOB-6) DATED 12/09/2016

Name of the Tenderer:_____

Address of the Tenderer:_____

Signature of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Documents Rs.105.00 (Rupees One hundred five Only

including OVAT @ 5%]

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

MINES OFFICE: At: Birmitrapur, Dist: Sundargarh(Odisha), PIN: 770033 PHONE:0661-2610069 FAX: 0661-2610270 EMAIL: bslcoltd.brmp@gmail.com	REGD OFFICE: SOURAV ABASAN, AG-104, SECTOR-II, SALTLAKE, KOLKATA-700091 PHONE: 033-40169200, FAX: 033- 40169267 EMAIL: info.birdgroup@nic.in birdgroup@eth.net
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CHAPTER-1

TENDER NOTICE No: BSLC/TENDER/2016-17/421(JOB-6) DATED -12/09/2016)

1. INFORMATION TO BIDDER:

- i. Sealed tenders in prescribed format(in two parts) i.e. Techno commercial bid and Price bid are invited from reputed and interested agencies for development of new siding at Munipahar in BSLC Mines of the Bisra Stone Lime Company Limited (BSLC), Birmitrapur in the district of Sundergarh, Odisha.
- ii. Interested bidders may obtain further information from the office of the Business Head, The Bisra Stone Lime Company Limited AT/PO- Birmitrapur-770033, DIST- Sundargarh, State-Odisha.
- iii. "Any amendment that may be issued prior to deadline for submission of Bids like modification for any reasons, changes, incorporation or deletion of certain conditions in the bidding document would be displayed on the official website of the company only. All prospective bidders would be presumed to have examined all such amendments on the website if any & have submitted their bids accordingly. A copy of such amendments shall be enclosed if any along with the Bid."

iv. NOTICE DETAILS

Tender Notice No.	BSLC/TENDER/2016-17/421(JOB-6) Dated 12.09.2016
Tender For	Development of Railway siding at Munipahar in BSLC Birmitrapur
Cost of tender document and EMD amount	Rs 105 and Rs 2500 respectively
Place Of Submission Of Bid	Office of Business Head , The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundergarh,Odisha-770033
Place of opening of Tender (Techno-Commercial bid)	Office of The Business Head, BSLC, Birmitrapur
Tender shall remain valid till	Up to 60 Days from the last date of submission of bid.

v. TENDER SCHEDULE

Activities	Date & Time
Availability of Tender Document	13.09.2016 to 20.09.2016
Place & Time Of Pre Bid Consultation.	19.09.2016 at 3.00 Pm in The Office Of The Business Head, BSLC, Birmitrapur
Due Date & Time Of Submission Of Bid	up to 21.09.2016 up to 3.00pm
Opening of Tender(Techno-Commercial)	3.30 Pm of 21.09.2016

- vi. Qualification criteria & other terms and conditions are given in our Tender document. Please visit our website [www. birdgroup.gov.in](http://www.birdgroup.gov.in) or contact in the address of the company as given above.

2. BIDDING DOCUMENTS :

- a) A complete set of tender documents (non-transferrable) can be obtained by the interested agency(s) on payment of Rs. 105 (Rupees One hundred five only) towards the cost of Tender Document in cash on any working day on or before 20.09.2016 during Office hours from the office of Business Head, The Bisra Stone Lime company limited, Birmitrapur, District- Sundargarh, Odisha, 770033, Ph. 0661-2610069/270, on submission of a written application (in duplicate) giving complete details of mailing address, telephone & Fax numbers, E-mail address & name of contact person. Bidding documents will be available for sale on all working days and during working hours against cash payment.
- b) Bidding documents shall not be sent by post.

- c) Entire Bidding documents are available on the BSLC website, i.e. www.birdgroup.gov.in. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids. The Bidder shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.
- d) In case a Bidder downloads the Bidding Documents from BSLC website (www.birdgroup.gov.in), bidder shall submit fee towards cost of Bidding Documents as mentioned above along with its Bid (Part-A), as per details given in Bidding Documents. For Bidders downloading from BSLC website, the instrument for cost of Bidding Documents shall be DD/ Pay Order/ Banker's Cheque drawn in favour of "The Bisra Stone Lime Company Ltd." and payable at par at Birmiritrapur.

3. PRE BID CONSULTATION:

The Tenderers are free to join pre bid consultation to be held on 19.09.2016 at 3 PM in the office of the Business Head, The Bisra Stone Lime company limited, Birmiritrapur, District-Sundargarh, Odisha, 770033, Ph. 0661-2610069/270, for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company's website.

4. RATE TO BE QUOTED:

Composite Rate to be offered for the job in the price bid excluding service tax which shall be reimbursed extra at applicable rate.

5. TENDER DOCUMENT-

Non-transferable separate tender documents can be obtained on payment of Rs.105.00 (Rupees One hundred five only including VAT @ 5% per unit in cash in any working day on or before 20.09.2016 during office hours on any working day as per schedules given below from the office of the Dy. Manager(finance),B.S.L.CO.LTD, Birmiritrapur. Alternatively, the tender document can also be downloaded from company's website www.birdgroup.gon.in. In such case the downloaded tender document should be submitted along with a Demand Draft of Rs 105 from any nationalized bank

in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur towards cost of the same.

6. **EARNEST MONEY DEPOSIT-**

- a. Interested Bidders may submit the bid with an EMD amount of Rs. 2,500 (Rupees Two Thousand Five Hundred) only.
- b. Tender must be accompanied by an EMD in the form of DD/PO/BC/Cheque in favour of "The Bisra Stone Line Co. Ltd", payable at Birmitrapur or a Bank Guarantee for an equivalent amount of EMD from any Nationalized Bank / Scheduled Commercial Banks in the prescribed format (format enclosed) favoring the Bisra Stone Lime Co. Ltd.
- c. In case of BG is given as EMD, it must be valid for a period of 2 months from the tender opening date. Validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the price bid / Finalization of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies to accept the work order /contract, their EMD shall be forfeited.
- d. Tender without EMD shall be summarily rejected.
- e. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 2 months after expiry of the contract period.

7. **TENDER SUBMISSION-**

- a. The tender document complete in all respect shall be submitted in two parts i.e. part-1 Qualifying/Techno commercial bid and part-2 Price bid in separate sealed envelopes clearly super scribing "Techno commercial bid & Price bid" on the respective envelopes. Both the envelopes i.e Techno commercial bid & Price bid" should be sealed in a 3rd separate with complete details superscribing the tender notice no, date. job description, name and address of the bidder.
- b. The EMD should be submitted alongwith the Techno commercial bid. The Techno commercial bid not accompanied with EMD is liable to be rejected. The EMD will not carry any interest.

- c. Tender shall have to be submitted/dropped in the Tender Box of Business Head, Bisra stone Lime Company Limited, Birmitrapur. On or before scheduled date and time as mentioned in the tender document or amendment notice issued subsequent to the publication /issue of tender document.
- d. The company shall not be liable for any delay in submission of the tender documents due to postal or delay and no extension of date/time for tender opening shall be given for this reason.

8. **TENDER OPENING:**

- a. The part-1 i.e Techno-commercial bid shall be opened in the presence of the tenderer or their authorised representatives in the conference hall of company's office at Birmitrapur on the scheduled date and time.
 - b. The part-II i.e price bid of the bidders whose Techno commercial bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.
9. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of the bidder for such a decision by the company shall not be entertained.
10. The validity of the offer shall be for 60 days from the date of the opening of the Price Bid.
11. The period will be for 10 working days which may be extended on satisfactory performance of the contractor on sole discretion of BSLC on same terms and conditions and mutually agreed rates.
12. Interested agencies are advised to visit the site and familiarise themselves with the site conditions, concerned areas and to go through the terms and conditions of the Tender document before submission of the tender documents.
13. Each page of the tender document/schedule must be duly sealed and signed by the bidder as acceptance of the terms and conditions before submission, otherwise the tender will be treated as invalid.

14. In case of any dispute not settled through Arbitration, the Jurisdiction will be Kolkata High Court/Odisha High Court.

15. The details of scheduled dates are as given below

(a) Date of sale of tender paper :From 13.09.2016 to 20.09.2016

(b) Last date of receipt of tender paper : 3 P.M. of 21.09.2016

(c) Date of opening of Techno commercial bid of tender paper : 3.30 P.M of 21.09.2016

(d) Date of opening of Price bid of tender document: Intimated later on.

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED

[A GOVT OF INDIA ENTERPRISE]

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

REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091.

TENDER NOTICE NO: _____

DATE: _____

CHAPTER-II

TERMS AND CONDITIONS

1. SCOPE OF WORK

Development of new siding at Munipahar of about 750 mtrs length and 20 mtrs width approximately by filling with rejected materials including soil & spoil.

- a) Cutting, filling & levelling of the existing area by engaging Dozer.
- b) Lifting & shifting of materials from old non saleable stock/reject dust dump to Munipahar siding covering to & fro lead of 5 kms lead.
- c) Spreading/levelling of above materials in the new siding to maintain uniformity in floor level covering the total distance of 750 mtrs length and 20 mtrs width approximately of the siding
- d) Water sprinkling, rolling and compacting to make the platform ready for rail despatch
- e) The job is to be done within working hours and working days.
- f) The job is to be done as per the instruction of the Mines Manager / Quarry In-charge time to time.
- g) The agency must deploy the following equipments:
 - a) Dozer-01 No
 - b) JCB-01 No
 - c) Tipper-05 Nos
 - d) Road Roller-01 No
- h) HSD & Lubricant will be arranged by the tenderer.
- i) Deployment of driver, helper, supply of Diesel, lubricants and maintenance of tipper will be on account of the agency.
- j) The contract period will be 10 days from the date of issuance of LOI/Work Order.
- k) The participating agency should not have any litigation with BSLC.
- l) BSLC reserves the right to close the contract at any time without assigning any reason. No compensation shall be payable on this account.

- m) The agency will be responsible for compliance of all statutory provisions, maintenance statutory records and payment of statutory dues in time. If any penalty claims by statutory authority due to non compliance of statutory provisions, then it will be charged in the account of the agency.
 - n) The Agency will be held responsible for payment of compensation owing to an accident occasioned during or any connection with this job.
 - o) The agency will provide safety equipments to his employees engaged for this job.
 - p) The payment shall be made within 30 days after completion of the job subject to submission of the final bill, certified by Sr.Manager (Mines) and approved by Business Head, BSLC, Birmitrapur.
 - q) Statutory deductions as applicable will be made from the bill of the agency.
2. **CONTRACT PERIOD** : The job has to be completed within 10 days from the date of awarding LOI/Work order.

3. **EARNEST MONEY DEPOSIT (EMD)**:

- a. Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of "The Bisra Stone Line Co. Ltd", payable at Birmitrapur or a Bank Guarantee for an equivalent amount of EMD from any Nationalized Bank / Scheduled Commercial Banks in the prescribed format (format enclosed) favouring the Bisra Stone Lime Co. Ltd.
- b. In case of BG is given as EMD, it must be valid for a period of 3 months from the tender opening date, i.e. 21.09.2016. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the price bid / Finalization of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies to accept the work order /contract, their EMD shall be forfeited.
- c. Tender without EMD shall be summarily rejected.
- d. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

4. **ELIGIBILITY CONDITION**:

In order to qualify in the Techno Commercial Bid, the bidder must submit the following documentary evidence

- a) Payment towards cost of tender document i.e Rs 105
- b) Earnest Money Deposit of Rs 2,500
- c) The agency must have service tax registration number
- d) The company must have income tax registration number
- e) Registered partnership in case of a Partenership firm, Memorandum of association and Articles of Association in case of Joint stock company,

Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietorship is to be enclosed.

- f) The bidder has to arrange and deploy the following equipments for the referred job:
- i. Dozer-01 No
 - ii. JCB-01 No
 - iii. Tippers-05 Nos
 - iv. Road Roller-01 No
- g) The bidder before submission of the tender must sign each page of the tender schedule, otherwise the tender may be treated as invalid.

5. EVALUATION OF THE BIDS:

a. First Stage : Techno-Commercial Bid Evaluation :

A duly constituted Tender Evaluation Committee will evaluate the techno-commercial bids on the basis of technical parameters and features offered in the techno commercial bid. The Tender Committee may call the Tenderers' representatives for detailed techno-commercial discussions, clarifications, presentation if required. The names of techno-commercially evaluated vendors will be announced to only those vendors whose techno-commercial bids will qualify for opening of Price bids.

b. Second Stage : Composite price comparative statement

The sealed price bids of all the Techno-commercially qualified tenderers shall be opened within a short duration, i.e., within 7 working days. The Price bids of techno-commercially acceptable offers only will be opened in the presence of the authorized representatives on a suitable date and time as communicated earlier. The evaluation shall also be done of technically qualified bidders only. L-1 rate will be decided on the basis of lowest rate quoted in the Price bid.

6. AWARD OF THE WORK-

BSLC may award the tender to L-1 agency/tenderer. Notwithstanding above, BSLC reserves the right not to award the tender to L-1 and may cancel the whole tender process without assigning any reason or without any liability to any one, whatsoever. In such an eventuality bidder will have no claim against BSLC whatsoever.

7. SUBMISSION & PAYMENT OF BILLS:

The bidder has to submit the bills on the completion of work. The bill needs to be certified by Sr.Manager(Mines) and approved by the Business Head and then submitted in the office of Dy.Manager (Fin), BSLC for payment. Payment will be made within 30 days from the submission of the bill in Finance department after getting approval from Business Head. Service tax will be reimbursed at actual as applicable if the agency have service tax registration number. TDS will be deducted from the bills at applicable rate.

8. ESCALATION

No Escalation will be given on any account during the period of contract.

(BUSINESS HEAD)

THE BISRA STONE LIME COMPANY LIMITED

[A GOVT OF INDIA ENTERPRISE]

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

REGD. OFFICE: SOURAV ABASAN, 2ND FLOOR, AG-104, SECTOR-II,
SALT LAKE CITY, KOLKATA-700 091.

CHAPTER - III

GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the bidder for consideration of BSLC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tenderer.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- f) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the BSLC.
- g) **BSLC:** BSLC means "The Bisra Stone Lime Company Limited". A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector - II, Salt Lake City, Kolkata - 700091 and mines office at Birmitrapur
- h) **Employer:** Employer means "The Bisra Stone Lime Company Limited".
- i) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer authorized by the MD.
- j) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax and any Other Tax, Levy, Fees, Cess as imposed by the Government from time to time.

2. EARNEST MONEY DEPOSIT (EMD):

- a) Earnest Money should be deposited in form of BG/DD/PO/CHEQUE drawn on any Nationalised/Scheduled Bank.
- b) Bonds, Guarantee bonds and Government Securities (Stock certificates, bearer bonds, promissory notes and cash certificates) will not be accepted towards the earnest money. No interest will be paid on EMD
- c) Tender without EMD shall be liable for rejection..

- d) Earnest money shall be refunded to the unsuccessful bidders after finalisation of the tender/opening of the price bid.
- e) EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 2 months after expiry of the contract period
- f) The bidders who are exempted to deposit EMD by State Government or Central Government Institutions will have to produce a valid certificate in place of EMD.

3. **SECURITY DEPOSIT:**

- a) The EMD which will be converted into security deposit shall not bear any interest. Security deposit will be released on demand and on completion of work and production of clearance certificate from the Engineer in charge.
- b) Security deposit can be released on providing Bank guarantee of the same amount. In case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

4. **BASIS OF PAYMENT**

- a) Payment will be released within 30 days from the submission of the bill in Finance department after getting certification from Sr.Manager(Mines) and approval from Business Head. Service tax will be reimbursed at actual as applicable if the agency have service tax registration number.
- b) The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor.

5. **WORKING HOURS:**

Working hours at mines will be as per the notifications issued by Sr.Manager(Mines) BSLC from time to time.

6. **AWARD OF CONTRACT**

- a) Based on the prices quoted, a price comparative statement shall be made including all the applicable taxes and placement of Work Order shall be considered on the L1 bidder.
- b) The company reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.
- c) Award of contract shall be made at the absolute discretion of company. The company reserves right to reject any part or whole of the tenderer without assigning any reason whatsoever. For such cancellation the tenderers shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

- d) Company also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder/bidders.
- e) Company also reserves the right to award the contract to L-2 party at L-1 rate after complying CVC guidelines, if L-1 party refuses to undertake or fail to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group of companies.

7. **OBLIGATION OF THE AGENCY:**

- a) The agency has to comply all the rules, regulations, laws of the land.
- b) The work order is to be accepted by the tenderer & commence the work within 2 days of communication of the same.
- c) The agency will commence and complete the work as stipulated in the tender document.
- d) The agency shall have to make his own arrangements for travelling, boarding, lodging etc to the site including visit to the respective offices for statutory compliance.
- e) All other expenditure incidental to such work is to be borne by the agency.
- f) The job can not be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.
- g) Agency will comply the direction of Business Head or his authorized representative from time to time.
- h) The agency shall be responsible for any adverse remarks made by the regulatory authority and comply the adverse remarks raised by regulatory authority.
- i) The contractor will maintain all statutory forms, records, registers and returns and produce the same on demand.
- j) The contractor will report occurrence of all accidents in the Mines including particulars of his employees involved and payment of compensation as per workmen's Compensation Act to management immediately for bringing notice of the concerned authority. In case the contractor fails to do so company reserves the right to set aside the relevant amount from the bills/dues or other assets of the contractor for settlement of the claim at the sole discretion of BSLC and contractor will be fully responsible for this.
- k) In the event of the company sustaining any loss by reason of any damage to any of its property which in the opinion of the company is due to the negligence or carelessness of the contractor or his employees, the company shall be entitled to recover from the contractor and the contractor will pay company or its agent is final and binding on the contractor.
- l) No part of the contract shall be sublet without written permission of the Business Head of the company or transfer is made by Power of Attorney authorizing others to receive payment on the contractor's behalf.

8. **VALIDITY:** The submitted quotation should be valid for a minimum of 60 days from the date of opening of Techo-Commercial bid.
9. **TAXES & DUTIES:** Applicable taxes for the contract are liable for deduction from the Bill of the agency. If the agency has Service Tax Registration Number, then service tax will be reimbursed at actual as applicable.
10. **TAX DEDUCTED AT SOURCE:** Income tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/ or other Act from the gross value of the bill.
11. **RISK & COST PURCHASE:** In the event of failure to fulfil the contract terms for execution of work as per LOI / Work Order, the Company reserves the right to make the contractual obligations carried out by alternative arrangement and the Company shall recover from the tenderer any additional cost involved therein.
12. **STATUTORY COMPLIANCE:** The bidder has to compliance all statutory clearance applicable to this contract.

13. **DAMAGE TO COMPANY PROPERTIES:**

During the tenure of the contract, if any damage to company property is made by the act of the contractor's workers, the cost of such damage is liable to be paid by the contractor or may be recovered from the bills of the contractor.

14. **DEVIATION:** Any incomplete tender or conditional tender received shall be liable for rejection.

15. **MODIFICATION OF CONTRACT:**

No modification and alternation of the contract is allowed during the currency of the contract. However, any difficulties experienced while execution of the contract can be addressed with the approval of the MD, BSLC/OMDC and at the absolute discretion of BSLC.

16. **RISK PURCHASE**

If the contractor fails to achieve the target, management reserves the right to get the work done by other agency at the risk and cost of the contractor and the expenses from the bills of the contractor.

17. **FORCE MAJEURE CLAUSE**

- i. If either party is prevented from performance of its obligations in whole or part for reasons of force majeure, viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion,

sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory actions or any clause of whatever nature of description beyond the control, then provide notice of happenings of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

- ii. The contractor shall have no claim whatsoever against the company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock out, earth quake, fire, storm, flood, explosion, any change in the nature of deposits, break down of plant and machinery for what so ever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Government order or statutory action of any Government agency or any cause of whatever nature or description beyond the control of the company.
- iii. Either party affected by the force majeure will provide notice of happenings of any such eventuality to the other party within 7 days from the date of occurrence and failure will not give any benefit.
- iv. The contractor shall resume work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.
- v. If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days of escalation of above events the contract may be terminated at the discretion of the company.

18. EXIT CLAUSE

Both the parties have right to exit from this contract/agreement by serving notice of atleast 6(six) days in writing.

19. TERMINATION OF CONTRACT:

- a. In case the agency declines to take up the work, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the agency. In such case, the agency have no claim for the cost that might have incurred for taking the work and the cost of the completed work by that time and the work may be rescinded.

- b. In case of failure to fulfil the contractual terms or if there be any violation of any contractual/statutory provisions, contract may be terminated by giving 3 days notice in writing.

20. **ARBITRATION:** Any dispute or difference arising out of or in respect of the accepted contract may be referred to the sole arbitration of a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, AG-104, Sector-II, Salt Lake, Kolkata-700091 and his decision in the matter will be final and binding on the bidder and the company. The arbitration will be carried out as per Arbitration Act- 1996 and Rules made there under as amended from time to time.

Note: The High Court of Kolkata and Cuttack will have the jurisdiction to address any unsettled dispute.

Business Head

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

PART-1 TECHNO COMMERCIAL BID (PART-I)

Ref: TENDER NOTICE NO:BSLC/TENDER/2016-17/421(JOB-6)DATED
12/09/2016

SL NO	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX Number	
6	In case of downloading of the tender paper, whether the agency has enclosed cost of tender paper in the shape of demand draft/Cheque in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur	
7	Earnest money deposit [a] Draft no. [b] date [c] amount [d] drawn on	
8	Status of the bidder[sole proprietorship/Partnership/ company-private limited or Public limited]	

SL NO	PARTICULARS	INFORMATION BY BIDDER
9	Income Tax PAN Card.	
10	Whether the agency has service tax registration Number.(Yes/No) If yes Copy to be enclosed .	
11	Undertaking for not black listed/debarred by any PSU or BSLC	
12	Bank Account Details a) Bank Account No b) Name of the Bank c) Address of the Bank d) IFSC code	
13	Whether any relative is working in BSLC. Please mention the name, designation & department of such relative.	
14	Whether the tenderer can engage requisite equipments as mentioned in the tender documents .Pl indicate Yes/No.	

CERTIFICATE TO BE GIVEN BY THE BIDDER :

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

I/we also certify that I/we have completely read and got acquainted with terms and conditions stipulated in this tender. My/our price bid is based on the basis of our full understanding about the nature of job.

Further, I/We also authorise the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

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

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

PRICE BID

(Part-II)

(TENDER NOTICE No: BSLC/ TENDER/2016-17/421(JOB NO-6) DATED
12/09/2016)

Sub: Tender for development of new Railway Siding at Munipahar in BSLC,
Birmitrapur

Total composite Amount (in Figure) Rs

Total composite Amount (In word) Rupees.....

N.B:

1. Where there is a discrepancy between the rate in figures and words, the rate in words will govern.
2. The above rate will be exclusive of service tax which shall be reimbursed extra at applicable rate.

SIGNATURE OF THE TENDERER

WITH DATE AND SEAL

UNDERTAKING

To

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

Sub: Development of Railway siding at BSLC, Birmitrapur

Tender Notice No: BSLC/TENDER/2016-17/421(JOB-6) DATED 12/09/2016

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by BSLC to abide by all the conditions of the contract and to carry out all work as specifications, failing which, I/We shall have no objection for the forfeiture of 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