

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

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

**REGD. OFFICE: Plot No.2132/5131/5161(Part), Jayadev Nagar, Nageswar  
Tangi, Bhubaneswar - 751002.**

**NOTICE INVITING TENDER**

NIT NO: BSLC/CIVIL/2021-22/Job No.02

DATE:21/08/2021

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.

**Name of the Tenderer :** \_\_\_\_\_

**Address of the Tenderer:** \_\_\_\_\_  
\_\_\_\_\_

Money Receipt No: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**

[Price of the Tender Documents Rs 590/- (Rupees Five hundred ninety) only  
including GST]

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**CHAPTER – I**

**01. INFORMATION TO BIDDERS:**

Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced reputed agencies for Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.

**02. RATE TO BE QUOTED:**

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

**03.Tender Document:**

Non-transferable separate tender documents can be obtained from the office of the Manager (finance), B.S.L.CO.LTD, Birmitrapur during office hours on any working day as per schedules given below on payment of Rs 590/- (Rupees Five hundred ninety including GST) only per unit or can be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) & in CPP portal .In case of downloading the cost of tender document is to be deposited by demand draft drawn in favour of “The B.S.L.Co.Ltd” payable at Birmitrapur/Rourkela.

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

**04. PRE-BID CONSULTATION**

The bidders are free to join pre bid consultation to be held on 01/09/2021 at 10 AM in the office of the BUSINESS HEAD, B.S.L.CO.LTD, *At/Po-Birmitrapur, Dist-Sundargarh, Odisha*, for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company's website within 07 days before the opening of the bid.

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

<b>Sl.</b>	<b>Particulars</b>	<b>Detailed of Tender</b>
<b>1.</b>	<b>Tender Notice No.</b>	NIT NO: BSLC/CIVIL/2021-22/Job No.02 DATE:21/08/2021
<b>2.</b>	<b>Name of the Work</b>	Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.
<b>3.</b>	<b>Cost of Bid Document</b>	INR Rs 590/- (Rupees Five hundred ninety including GST) only
<b>4.</b>	<b>BID SECURITY (EARNEST MONEY DEPOSIT)</b>	<b>INR.</b> Rs. 5,000/- (Rupees Five thousand only) The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6 months from the date of opening of the technical bid, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to "The Bisra Stone Lime Company Limited" payable at Birmiritrapur /Rourkela. MSME unit are exempted from submission of EMD.
<b>5.</b>	<b>Availability of Tender Documents</b>	Office of the Manager (Fin), BSLC, Birmiritrapur & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & in CPP portals.
<b>6</b>	<b>Place &amp; Time of Pre Bid Consultation.</b>	01/09/2021 at 10 A.M. in the office of the Business Head, BSL. Co. Ltd, At/Po- Birmiritrapur, Dist-Sundargarh, Odisha
<b>7</b>	<b>Date of Issue of Bid Documents</b>	From 23/08/2021 to 07/09/2021.
<b>8</b>	<b>Date of Submission of Bid Documents</b>	08/09/2021 up to 3.30 P.M.
<b>9</b>	<b>Date of Opening of Techno- commercial Bid</b>	08/09/2021 at soon after 4.30 P.M.
<b>10</b>	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
<b>11</b>	<b>Commencement of Job</b>	From the date of receipt of LOI/Work order.
<b>12</b>	<b>Period of Contract</b>	30 days from issue of Letter of Intent (LOI)/Work order
<b>13</b>	<b>Validity Period of Bid</b>	120 days from the date of opening of Part-I (Technical offer)

**BUSINESS HEAD  
BSLC LTD**

**THE BISRA STONE LIME COMPANY LIMITED**  
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CHAPTER-II

SPECIAL CONDITIONS

**1. SCOPE OF WORK –**

**General Description of Scope of work:**

Construction of Stone Masonry Retaining wall of length 60 Mtrs. (+/- 10%) at Munipahar Second Siding, BSLC. The details measurement/specification is attached in Drawing at **Annexure -III**

- i. Earth work in excavation of Foundation in ordinary soil i/c all materials labour, carriage T & P etc. all complete
- ii. 10cm thick sand filling in foundation including all labour, carriage, T & P etc complete.
- iii. Random Rubble Stone Masonry in Cement Mortar in foundation, Plinth and Superstructure (1:8) including all labour, carriage, T & P etc complete but excluding cost of stone.
- iv. 7.5 cm DPC above foundation in cement concrete (1:3:6) including all labour, carriage, T & P complete.
- v. 20mm thick Cement Plastering of outside (1:6) including all labour, carriage, T & P complete.
- vi. Supplying & fixing of PVC pipe (4") including all labour, carriage, T & P etc complete.
- vii. BSLC will show the earmarked BSD Dump within 100m from the site. The Agency has to do sorting & lifting of the size boulder from that area.
- viii. The Agency has to arrange water for the construction work.

**2. GUARANTEE:**

2.1 Guarantee shall be for a period of minimum 01 years from the date of completion of the work. If any defect is detected by the concerned authority, the contractor shall make rectification of such defects during the guarantee period of 01 year from the date of completion work. All such work shall be carried out by the contractors at his own expenses. If contractor shall fail to do any such work, BSLC shall be entitled to carry out such work by own workmen or by other contractors and cost thereof deducted from contractor outstanding dues including security deposit and EMD.

### **3. CONTRACT PERIOD:**

The job has to be commenced within (07) seven days on receipt of LOI / Work order & the period of contract is 30 days from the grace period (07 days) of issuance of LOI/Work order. Further extension in time period for 15 days shall be entertained with sufficient justification to the satisfaction of the management (BSLC) that the delay is beyond the control of the agency/ tenderer.

### **04. EARNEST MONEY DEPOSIT**

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

In case of BG, it should be valid for a period of 6 months from the tender opening date i.e 07.09.2021 .The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned. The EMD amount shall not bear any interest. In case any party denies accepting the work order / contract, their EMD shall be forfeited. Tender without EMD shall summarily be rejected.

Note: -

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

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

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

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

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

i) Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money. Nointerest will be paid on EMD.

ii) Tender without prescribed earnest money shall be rejected.

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

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

#### **05. SECURITY DEPOSIT (SD):**

EMD of successful bidders will be converted into Security Deposit .Further 10% of the bill of the contractor shall be deducted towards Security Deposit. The security deposit does not bear any interest. The Security Deposit shall be released/ settled after expiry of 12 months guarantee period from completion of the job in all respect only after submitting clearance certificate from the civil department.

#### **06. ELIGIBILITY CONDITION:**

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

i) The tenderer must submit cost of tender document in shape of demand draft/Money Receipt of Rs 590/- drawn in favour of “The B.S.L.Co.Ltd” payable at Birmitrapur along with the techno commercial bid.

ii). The EMD of Rs 5000/- in shape of crossed DD/PO/BC for an amount of Rs. 5000/- (Rupees five thousand only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmitrapur /Rourkela or a Bank Guarantee for an equivalent amount from any Nationalized bank/Scheduled Commercial Banks in the prescribed format (Format enclosed) favoring The Bisra Stone Lime Company Ltd.

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

iv) The Agency must have experience of successful completion of civil work amounting to Rs 2.12 lakh per annum during the last five years to their credit and must produce document in support of their credential.

Note:- Experience in the name the partners of the firm or that Directors of the company will be considered as experience of the firm/company participating in the tender.

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

vi) A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per(Annexure – I)

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

#### **07. EVALUATION OF THE BIDS:**

The bidders are advised to quote their rates in the format given in Part-II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial

Bids are technically qualified will be opened afterwards in presence of the authorized representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course.

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

Note:

- i) BSLC reserves the right to award the contract to L2 party at L1 rate if L1 party refuses to receive the work order or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group companies.
- ii) The bids will be evaluated on the basis of rates quoted and terms & conditions as given above. L1 will be the lowest price bid as per the stipulations given above.

#### **08. SUBMISSION OF BILL & PAYMENT CONDITIONS:**

- 8.1. The bidder should submit the final bill after completion of entire job which will be certified by Manager (Survey & Civil), Manager (Mines) and Manager (Pers.). The bill duly approved by Business Head will be forwarded to finance department for release of payment within 30 days.
- 8.2 The security deposit and EMD will be released within 01 month after the successful completion of warrantee period i.e. 01 year.
- 8.3 The net bill amount on deduction of security deposit, applicable taxes and liabilities under the contract will be paid to the contractor within 30 days of its submission of bill subject to availability of fund.
- 8.4. Contractor will submit the final bill in triplicate after completion of the whole work with full satisfaction to the civil department along with measurement sheet of quantity of items of work executed.
- 8.5. The variation of (+/-10%) length of work will be adjusted/paid from the final bill on total rate quoted per meter basis.

#### **09.AREA OF OPERATION:**

The area of operation shall be at locations of Munipahar Siding of BSLC Mines, Birmatapur.

#### **10. NORMS OF MEASUREMENT:**

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

- a) The quantities set out in the schedule of items are the estimated quantities of the works but they are not to be taken as the actual & correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- b) The Engineer shall expect as otherwise stated ascertain & determine by measurement the value of work done in accordance with the contract. He shall when he required any part or parts of the works to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer or Engineer's representative in seeking such

measurement & shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to correct measurement of the works.

#### **11. PAYMENT AND SETTLEMENT OF BILLS:**

a) Payment will be made at fixed agreed rate per Cum and Sq. Meter after completion of Stone Masonry Retaining wall. GST shall be reimbursed extra at applicable rate.

#### **12. PENALTY, WAIVAL & TERMINATION:**

If the tenderer has not commenced the work from the date as mentioned in the heading under scope of work, the LOI/work order, the EMD/security amount deposited for the work shall be forfeited. If the work is commenced but not completed within the scheduled time i.e. 52 days (Including the grace period and extension period i.e. 22 days) then BSLC can cancel the contract & forfeit the EMD/security amount. BSLC will not entertain any payment for the part work done by the agency till such time. If the delay is found to be for reasons, which are beyond the control of the tenderer, the penalty can be waived by Business Head of BSLC on receipt of request from tenderer and recommendation of respective departments. The Business Head if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD shall be forfeited. After 52 days of contract period, if the delay is due to contractor, then penalty will be deducted @ Rs 500/Day and maximum 2% of the contract value.

#### **13. AWARD OF CONTRACT:**

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

ii) Award of contract shall be made at the absolute discretion of Company. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

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

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

#### **14. TAX DEDUCTED AT SOURCE:**

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



## **BUSINESS HEAD**

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

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DATE:21/08/2021

### **CHAPTER-III**

#### **GENERAL CONDITIONS**

##### **01. Definition:**

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. Tender: Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. Name of the Tender: Name of the Tender means the work to be performed by the tenderer;
- d. Techno-Commercial Bid: Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid;
- e. Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. Contractor: Contractor means the person or society, firm, company whose tender has been accepted by the BSLC;
- h. BSLC: BSLC means "The Bisra Stone Lime Company Limited" A Company incorporated in India and having its registered office at Plot No.2132/5131/5161(Part), Jayadev Nagar, Nageswar Tangi, Bhubaneswar - 751002.
- i. Employer: Employer means BSLC
- j. Competent Authority: Competent Authority means Managing Director (MD) or any designated officer by the MD;

k. Taxes: Taxes means Income Tax, Surcharge, GST, Fees, Cess imposed by the Government from time to time.

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

## **02. TENDER SUBMISSION:**

The bidder shall submit the Tender in 2 (two) parts consisting of Part –I (Techno – Commercial) and Part – II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number. The instruments of Earnest Money Deposit & Cost of Tender document are to be put in a separate envelop duly sealed and super scribed with the word “ Earnest Money Deposit & Cost of Tender Document”. All the 3 (three) envelopes containing Part – I, Part – II, Earnest Money & Cost of Tender shall be put in a 4<sup>th</sup> (fourth) envelop dully sealed, super scribed with Tender Notice No. Name of the job, date of opening of Technical Bid and submit in following address --- THE BUSINESS HEAD. AT: THE BISRA STONE LIME COMPANY,LTD.PO: BIRMITRAPUR. DIST: SUNDARGARH (ODISHA) PIN: 770033.

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

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

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

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

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

## **03. OPENING OF TENDER:**

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

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

## **04 .Validity:**

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

## **05. ESCALATION/DE-ESCALATION:-**

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

## **06. WORKING HOURS:**

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

## **07. OTHER CONDITIONS:**

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

ii) Copy of the PAN card to be enclosed.

iii) The agency must have GST registration Number & P.F code Number. Copy of GST registration number & P.F code Number are to be enclosed.

iv) Equipment(s) to be deployed by the bidder should have proper insurance coverage throughout the contract period.

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

## **08. OBLIGATION OF THE CONTRACTOR:**

i. Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg-guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, Company will procure the safety equipments and supply to the workers of the contractor(s). The cost of procurement will be recovered from contractor(s) dues or otherwise.

ii. The Contractor shall work as per provision of Mines Act, 1952 Mines Rules 1955 & Metalliferous Mines Regulations, 1961 & Environment Guidelines issued by the State Pollution Control Board, Orissa & Mining Plan approved by IBM.

iii. The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification. Company shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment by the contract will be entertained by Company on this account.

iv. The contractor shall abide by all Industrial & Labour Laws applicable to Mines.

v. The Contractor shall abide by the IBM approved mining scheme and will not contravene any statutory provisions applicable to mines.

vi. The Contractor will indemnify the Company for any loss or damages, which it may suffer on the part of the contractor, due to default or negligence in part of the contractor or its employees.

vii. Contractor shall arrange for all inputs required to operate the equipments and/or do the job and maintain the equipments. Besides this, cost of operators and all consumable items will be borne by the contractor.

viii. The bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work by submission of the tender and the rates quoted by him in the Tender will be considered adequate to complete such work according to the specifications and condition attached thereto. It will also be assumed that he has taken into account all conditions and difficulties that may be encountered during the process of execution of work and quoted the rates which are inclusive of labour and material with taxes, Octroi and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the company.

ix. Award of the contract will be intimated to the successful bidder through LOI.

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

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

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

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

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

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

- xvi. The work order is to be accepted by the tenderer within 3 days of communication of the same.
- xvii. The tenderer will commence and complete the work as stipulated in the tender document
- xviii. Compliances of the all government formalities/guidelines/rates etc. in respect of carrying out the above work shall have to be duly complied by the agency.
- xix. The tenderer is to ask for necessary documents/records from BSLC within 03 days of acceptance of the work order for carrying out the work. If documents are not available with BSLC, then the tenderer has to make/collect the same at his own cost.
- xx. The agency shall have to make his own arrangements for traveling & fooding during contract period.
- xxi. The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmatrapur.
- xxii. The agency will comply the direction of Business Head or his authorized representative from time to time.

#### **9. RESPONSIBILITY OF BSLC LTD:**

- i) The job of retaining wall shall be carried out in the presence of BSLC representative.

#### **10. LEGAL & MISCELLANEOUS OBLIGATION:**

- i. The Contractor will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works
- ii. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating equipments and ancillary activities.
- iii. The Contractor shall report occurrence of all accidents in the Mines including particulars of his Employees involved and effective payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities. In the event of Contractors' failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act., the Company shall have the right to set aside the relevant amount from the Bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.
- iv. The contractor shall be responsible to comply the provisions under the Mines Act 1952 and the Rules & Regulations framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works Connected with the operation of mines. Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit, including termination of the contract.

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

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

vii. With regard to execution of this work, the contractor shall abide by the direction of civil department of the Company.

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

#### **11. DEVIATION:-**

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, then the prescribed schedules may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

#### **12. MODIFICATION OF CONTRACT:-**

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

#### **13. COUNTER OFFER:**

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

#### **14-RISK PURCHASE:**

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

#### **15. FORCE MAJEURE CLAUSE:**

i. The Contractor shall have no claim whatsoever against the Company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm,

flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the Company.

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

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

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

#### **16. ARBITRATION:-**

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, Plot No.2132/5131/5161(Part), Jayadev Nagar, Nageswar Tangi, Bhubaneswar – 751002 and his decision in the matter will be final and binding on the contractor and the Company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

Note: The Court of Bhubaneswar will have the jurisdiction to address any unsettled dispute. (Note: Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.)

**BUSINESS HEAD**

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

**PART- I: TECHNO COMMERCIAL BID**

**Sub:** Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.

NIT NO: BSLC/CIVIL/2021-22/Job No.02

DATE:21/08/2021

<b>Sl.No</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the Bidder	
02	Address of the Bidder	
03	Mobile/Land line/Fax No.	
04	Payment towards cost of tender paper for Rs.590/-	MR/DD/BC No Date: Drawn on: Amount:
05	Payment towards EMD for Rs.5000/-	DD/BC No Date: Drawn on: Amount:
06	Status of the Bidder (Proprietorship/ Partnership/Registered company)	Copy enclosed/Not enclosed (put a tick mark)
07	Latest income tax return	Copy enclosed/Not enclosed (put a tick mark)
08	GST registration	Copy enclosed/Not enclosed (put a tick mark)
09	Undertaking regarding blacklisting.	Copy enclosed/Not enclosed (put a tick mark) if applicable.
10	Declaration in Annexure-I	Copy enclosed/Not enclosed (put a tick mark)
11	Expected date of commencement of work	
12	Whether the bidder is an employee or any relative is working in BSLC	YES/NO (If yes, then please mention the name, designation and department of self or such relative )



**CERTIFICATION BY BIDDER:**

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

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

I/we also authorise the company to forfeit my/our Earnest Money in case I/we fail to take up the job if my/our tender is accepted.

**SIGNATURE OF BIDDER WITH SEAL**

**DATE:**

**THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR**

**PART-II i.e. PRICE BID**

**Sub:** Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.

NIT NO: BSLC/CIVIL/2021-22/Job No.

DATE:21/08/2021

SL.No.	Description of Job	Unit	Quantity	Rate	Amount
1	Earth work in excavation of Foundation in ordinary soil i/c all materials labour, carriage T & P etc. all complete.	Cum	33.60		
2	10cm thick sand filling in foundation including all labour, carriage, T & P etc complete.	Cum	4.80		
3	Random Rouble Stone Masonry in Cement Mortar in foundation, Plinth and Superstructure (1:8) including all labour, carriage, Sorting & Collecting of Boulders Sorting & Collecting of Boulders T & P etc complete but excluding cost of stone Boulders.	Cum	106.20		
4	7.5 cm DPC above superstructure in cement concrete (1:3:6) including all labour, carriage, T & P complete.	Cum	2.70		
4	20mm thick Cement Plastering inside of outside (1:6) including all labour, carriage, T & P complete.	Sqm	207.00		
5	Supplying & fixing of PVC pipe (4") including all labour, carriage, T & P etc complete.	Mtr.	100.00		
				Total	

N.B:

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

**SIGNATURE OF BIDDER WITH SEAL  
DATE:**

## UNDERTAKING

## Annexure-I

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

**Sub:** Construction of Stone Masonry Retaining wall of length 60 Mtrs. at Munipahar Second Siding, BSLC.

**Ref:** NIT NO: BSLC/CIVIL/2021-22/Job No.02

DATE:21/08/2021

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.

**PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.  
(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref.

Bank Guarantee No.

Date:

**To,  
The Business Head,  
The Bisra Stone Lime Company Limited .  
P.O.Birmitrapur, Dist.-Sundergarh (odisha)**

Dear Sirs,

In accordance with your invitation to tender under no. \_\_\_\_\_ M/s. \_\_\_\_\_ having its registered/Head Office at \_\_\_\_\_ (hereinafter called the tenderer) wish to participate in the said tender for \_\_\_\_\_ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of \_\_\_\_\_ valid upto \_\_\_\_\_ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the \_\_\_\_\_ bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (local address) guarantee and undertake to pay immediately on demand by BSLC Ltd, the amount of \_\_\_\_\_ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

This date should be 30 days after the guarantee is valid. In witness where of the Bank, through its banker has set its hand and stamp on this \_\_\_\_\_ 20 \_\_\_\_\_.

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION WITH BANK

**CROSS SECTION OF STONE MASONRY RETAINING WALL**

(NOT TO SCALE)

LENGTH – 60 METERS

FOUNDATION TO GROUND LEVEL HT. – 0.70 M

GROUND LEVEL TO SUPERSTRUCTURE HT. – 3.0 M

