

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

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

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

**Tender Notice No:-BSLC/MINES/TENDER/157/2015 Date: 13/04/2015**

**TENDER DOCUMENT**

**FOR**

**OPEN SALE OF OFF GRADE MATERIAL OF LIMESTONE FROM BSLC  
MINES AT BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH,  
ODISHA.**

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

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

\_\_\_\_\_

Money Receipt No.....

Dated.....

Signature & Seal of the Issuing Officer

Signature of the Purchaser

**[(Price of the Tender Document Rs. 525/- (Rupees Five Hundred Twenty five inclusive OVAT))**

## **THE BISRA STONE LIME COMPANY LIMITED**

[A GOVT OF INDIA ENTERPRISE]

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN - 770033. PHONE-0661-2610067/270

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, PHONE: 033-40169200, FAX:033-4016-9267

### **TENDER NOTICE**

Sealed Tenders in prescribed format are invited from interested agencies for purchase of off grade material on AS IS WHERE IS BASIS from the earmarked area/stack shown by authorised person of Business Head/CEO,BSLC for lifting the material from the mines The approx quantity offered for sale by BSLC is **3,00,000** cubic metres

<b>TENDER NOTICE</b>	<b>DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
TENDER NOTICE NO: BSLC/MINES/TENDER/157/2015 Date: 13/04/2015	OPEN SALE CONTRACT OF OFF GRADE MATERIAL OF REJECTED LIMESTONE FROM BSLC MINES NEAR BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH, ODISHA.	29.04.2015

Tender documents can be obtained from the office of The Chief Executive, The BSLC, Birmitrapur on payment Rs. 525/- (Rupees Five Hundred and Twenty Five only inclusive of VAT @ 5%) in cash or in form of Demand Draft drawn on any Nationalized Bank payable at Birmitrapur/Rourkela.

Alternatively, the Tender documents can also be downloaded from Company website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) and in such case, the cost of tender document in form of demand draft should be submitted at the time of submission of the technical bid.

Cost of Tender Document may also be deposited directing to the Bank A/c details mentioned below.

**Details for RTGS Payment:-**

1. A/C. Holder Name:- The Bisra Stone Lime Company Limited
2. A/c. No:- 11334346234
3. A/c. Type: - Current.
4. Bank Name: - State Bank Of India.
5. Branch Name:- Bikash Bhaban (G.O.C), Sector- II, Saltlake City, Kolkata-700 091
6. IFS Code: - SBIN0007816.

All the terms & conditions shall remain unchanged as stipulated in the Tender Schedule of the aforementioned Tender Notice.

Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

**CHIEF EXECUTIVE OFFICER**

**THE BISRA STONE LIME COMPANY LIMITED**  
**[A GOVT OF INDIA ENTERPRISE]**

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN - 770033.PHONE-0661-2610067/270

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091,PHONE:033-40169200,FAX:033-4016-9267

**CHAPTER-I**

**NOTICE INVITING TENDER**

**TENDER NOTICE NO: BSLC/MINES/TENDER/157/2015 Date: 13/04/2015**

**TENDER SCHEDULE**

Sealed Tenders in prescribed format are invited from interested agencies for purchase of off grade material on "AS IS WHERE IS BASIS" from the earmarked area/stack shown by authorised person of Business Head/CEO, BSLC for lifting the material from the mines

The approx quantity offered for sale by BSLC is 3,00,000 cubic metres.

**1.0** Interested bidders may obtain further information from the office of the

**CHIEF EXECUTIVE OFFICER**  
**THE BISRA STONE LIME COMPANY LIMITED**  
**BIRMITRAPUR, DIST-SUNDERGARH, ODISHA**  
**Ph.0661-2610067/270**

"Any amendment issued prior to submission of Bids would be put on the BSLC website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid."

**2.0 BIDDING DOCUMENT**

a) A complete set of bidding documents may be purchased by interested agencies from the office of the **DY. MANAGER (FINANCE), THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR, DIST-SUNDERGARH, ODISHA, Ph.0661-2610067/270** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost. Bidding Document will be available for sale on all working days from 10.00 Hrs (IST) to 16.30 Hrs (IST) against payment by way of Demand Draft,

Pay Order or Banker's Cheque in favour of "**The Bisra Stone Lime Company Ltd.**" payable at par at **Birmitrapur/Rourkela**). Bidding Documents shall not be sent by Post.

b) The cost of Bidding Document is **Rs. 525/- (Indian Rupees Five Hundred Twenty Five only)**.

c) Entire Bidding documents along with detailed IFB (Invitation for Bid) are available on the BSLC website i.e. [www.birdgroup.gov.in](http://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.

In case a Bidder downloads the Bidding Document from BSLC website ([www.birdgroup.gov.in](http://www.birdgroup.gov.in)), bidder shall submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), 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 **Birmitrapur/Rourkela**.

***In case of downloaded tender, the bidder has also to submit an undertaking on their letter head that no amendment has been made in the tender document downloaded from company's website, at the time of submission of the tender document.***

## **2. A INFORMATION ABOUT PARTIES :**

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

a) **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) Audited 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.

b) **In case of Companies:** 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies. Self-

attested Copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association 2) Nature of business carried out by the Company including Sl. No. 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 its Directors 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.

### 3. PRE BID CONSULTATION:

The bidders are free to join pre bid consultation to be held on **22.04.2015 at 3.30 PM** in the office of the CEO, BSLC, Birmitrapur 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 upto 15 days before the opening of the bid.

### 4.0 SALIENT FEATURES OF THE BID

<b>A.</b>	BID ENQUIRY NO.	Tender Notice No:- BSLC/MINES/TENDER/157/2015 Dated: 13/04/2015
<b>B.</b>	ITEM DESCRIPTION	OPEN SALE CONTRACT OF OFF GRADE LIMESTONE MATERIAL FROM BSLC MINES NEAR BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH, ODISHA.  Specifications- CaO- Below 35%, MgO- Above 4%, SiO <sub>2</sub> - Above 18%
<b>C.</b>	COST OF BID DOCUMENT(NON REFUNDABLE,NON TRANSFERABLE AND NOT EXEMPTED)	INR 525 (Five hundred twenty five rupees only) in the form and manner as described in Bidding Documents.
<b>D.</b>	SALE /DOWNLOADING OF BIDDING DOCUMENTS	w.e.f. 15.04.2015 to 27.04.2015
<b>E.</b>	PLACE & TIME OF PRE BID CONSULTATION.	22.04.2015 at 3.30 PM in the office of the Chief Executive Officer, BSLC, Birmitrapur

<b>F.</b>	DUE DATE & TIME OF SUBMISSION OF BID	29.04.2015 @ 3.30PM
<b>G.</b>	PLACE OF SUBMISSION OF BID	CHIEF EXECUTIVE OFFICER THE BISRA STONE LIME COMPANY LIMITED BIRMITRAPUR, DIST- SUNDERGARH, ODISHA-770033
<b>H.</b>	OPENING OF TENDER	4.00 PM of 29.04.2015
<b>I.</b>	BID SECURITY  (EARNEST MONEY DEPOSIT)	INR. 1,00,000 (One Lakh only)  The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ "The Bisra Stone Lime Company Limited" at Birmitrapur/Rourkela. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
<b>J.</b>	VALIDITY OF BID	Six months from the deadline for submission of bid.

CHIEF EXECUTIVE OFFICER

**THE BISRA STONE LIME COMPANY LIMITED; KOLKATA**

**THE BISRA STONE LIME COMPANY LIMITED  
[A GOVT OF INDIA ENTERPRISE]**

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN - 770033. PHONE-0661-2610067/270

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091, PHONE:033-40169200,FAX:033-4016-9267

TENDER NOTICE NO: BSLC/MINES/TENDER/157/2015 Dated: 13/04/2015

**CHAPTER-II**

**INTRODUCTION:** The Bisra Stone Lime Company Limited (BSLC), a Government of India Enterprise under Ministry of Steel, is having Off Grade Limestone Material within its leasehold area in Birmitrapur, district – Sundargarh, Odisha. BSLC intends to sell this product “AS IS WHERE IS BASIS” to the interested agencies.

1. **SCOPE OF WORK:** It includes the following:
  - a. The bidder will purchase the Minor Minerals on AS IS WHERE IS BASIS from the earmarked area/stack shown by authorised person of Business Head/CEO, BSLC for lifting the material from the mines.
  - b. The lifting of materials will be done by mechanical means only.
  - c. Sizing will not be allowed within the Lease hold area of BSLC.
  - d. The materials are to be lifted and transported by road only.
  - e. The bidder will make own arrangement for lifting and transporting of materials from specified stock of BSLC mines.
  - f. The bidder will abide by the rules/procedures/instructions framed/communicated for lifting & transporting of minor minerals by Government, Government departments and BSLC.
  - g. The lifting of minerals of permitted quantity must be completed within the scheduled time and no extension of time will be allowed in normal circumstances.
  - h. The materials are to be purchased on advance payment of material value including taxes & duties only.
  - i. The materials shall be utilized for road construction only inside the state of Odisha.
  - j. The Tenderer/ end user will undertake that the minerals so permitted to be used as OFF GRADE MATERIAL by end users.

2. **APPROXIMATE QUANTITY OF OFF GRADE MATERIAL** : The approx quantity offered for sale by BSLC is **3,00,000** cubic metres.

**3. QUALITY AND QUANTITY:**

<b>INDICATIVE QUALITY &amp; QUANTITY</b>	
<b>Quality</b>	<b>Quantity</b>
i) Physical( Size)=-- 350 mm	3,00,000 Cu.M from
ii) Chemical=CaO below	DD.MM.YY to DD.MM.YY
35%	
MgO above	
4%	
SiO2 above	
18%.	

The above is provided for information purpose only and the Participant will have to make their own arrangement for getting it tested for its suitability.

**4. TERMS OF CONTRACT FOR SUPPLY OF OFF GRADE MATERIAL:**

4.1. Off Grade Limestone Material shall be offered to the H-1 Bidder from the specified location of BSLC. The cost per Cu.m offered by H1 bidder shall be exclusive of loading cost, transportation cost and all taxes. The taxes and levies such as Royalty, Cess, VAT, Entry Tax etc will be payable by the buyer as per applicable rates from time to time. If the H1 bidder is unable to lift the permissible quantity of 1,00,000 Cu.M. per month, BSLC shall offer the same to H2, H3 bidders and so on, if they accept to match the H1 price.

**Note-** The successful bidder has to arrange loading of materials on its own from the designated area.

4.2 BSLC will make every effort to deliver the material on Ex-mines basis of required quantity by the bidder. The quantity of despatch will not exceed the quantity for which this contract is made. **The breach of this condition will render the supply agreement invalid and the same will stand cancelled at the risk and cost of the buyer without any claim against BSLC. The earnest money/security deposit shall also stand forfeited.**

**5. CONTRACT PERIOD:**

The period for supply of Off Grade Limestone Material shall be for 06 (Six Months) initially. **However, the initial contract period may be extended**

**for a further period of One Month only upon a written application of the buyer at the discretion of BSLC and at mutually agreed price.**

## **6. EARNEST MONEY DEPOSIT(EMD):**

**6.1** Tender must be accompanied with a non-interest bearing earnest money of Rs. 1,00,000/- (Rupees One Lakh) only.

**NOTE:** Non submission of EMD will reject the evaluation of the bid.

**6.2** The Earnest Money should be deposited by way of account payee bank draft/ Bankers Cheque on any Nationalized Bank in favour of **“The Bisra Stone Lime Company Limited” payable at Birmitrapur/Rourkella.**

**6.3** Cheques, Bonds, Guarantee bonds and Govt. Securities (Stock Certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards EMD. No interest will be paid on EMD.

**6.4** The Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.

**6.5** Details of EMD i.e. draft number and date should be indicated on the cover of the Envelope otherwise, the tender shall stand rejected and will be returned to the tender. Earnest Money shall be refunded to the unsuccessful bidder after the finalisation of the tender but without any interest. Interrupted

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

EMD of the Successful bidder will be converted into Security Deposit. No interest will be paid on the Security Deposit.

On performance and completion of the Contract in all respects, the Security Deposit(SD) shall be returned to the Bidder on production of certificate from Mines Manager & the Finance Department certifying that:-

- (i) No money is payable by the buyer to BSLC;
- (ii) All statutory dues payable to the State and/or Central Authority have been paid;
- (iii) All statutory obligations have been complied with.

## **8. ELIGIBILITY CRITERIA:**

**8.1.** The Tenderer shall have to submit an EMD of Rs.1,00,000/- and payment of cost of tender document i.e. Rs. 525/- along with Techno-Commercial cum qualifying bid failing which the bid will be liable to be rejected.

**8.2** Latest VAT/ Sales Tax Clearance Certificate.

- 8.3 The tenderer will buy atleast 2,000 Cu.M ( +/- 10%) of the minor minerals per month.
- 8.4 The customer will use the material for road purpose only and in Odisha only.
- 8.5 Tenderer must make arrangement for lifting the materials by mechanical means only.
- 8.6 Clearance certificate from State Pollution control Board Odisha in case tenderer is the crusher owner.
- 8.7 Income Tax return of last 03 years
- 8.8 Solvency certificate of Rs 10 lakhs
- 8.9 An undertaking in company/ firm's letter head is to be submitted stating that, the party has not been debarred / black listed by BSLC or any other PSUs/ Government agencies at any point of time.
- 8.10 A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per Annexure).

(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.)

- 8.11 A certificate should be furnished that the bidder has no litigation with BSLC, as parties /company having any litigation with BSLC are not eligible.

9. **PRICE BID:** Bidders are required to quote rates per Cu. M in a format as specified in the Price Bid. The price bid shall be valid for six months or exhaustion of quantity offered for sale, whichever is earlier.

**NOTE:** The base price will be Ex-mines exclusive of Royalty, Cess, Sales Tax, Entry Tax and other government levies which shall be borne and paid by the party/agency on actual basis at prevailing rate on the date of despatch/delivery.

## **10. EVALUATION CRITERIA :**

- 10.1 Tenderers, who qualify the Techno-Commercial cum qualifying bid on fulfilling the criteria fixed in the Eligibility Criteria, will be eligible for opening of their respective price bid.
- 10.2 The price bids of the qualified parties will be opened in presence of the eligible parties at the Office of CEO/Business Head, BSLC, Birmitrapur.
- 10.3 The H1 price will be determined on the basis of per Cu.m rate quoted by the bidder for Off Grade Limestone Material Ex. BSLC mines, exclusive of Royalty, Cess, Sales Tax, Entry tax and other government levies.

10.4 The decision about H1 bidder made by the Company will be final & binding on all parties/bidder.

## **11 AWARD OF CONTRACT:**

- 11.1 The company reserves the right to accept or reject any or all tenders or distributes/split the quantity amongst different tenderers without assigning any reason thereof.
- 11.2 Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- 11.3 The sale of quantity will be made to H-1 bidder on acceptance of its rate to management. Other bidders like H-2, H-3 and so on will be allowed to lift the balance material, if any, on matching the price of H1.
- 11.4 BSLC also reserves the right not to award tender to H-1 and may cancel the whole tender process without assigning any reason or without any liability to any one, what so ever. In such eventuality Bidders will have no claim against the BSLC what so ever.
- 11.5 The H-1 bidder will be allowed to lift the quantity asked by him at highest rate first and then next bidder will be allowed to lift the quantity asked by him at H-1 rate and not at his offered rate. If H-2 bidder does not agree to match with highest rate finalised by BSLC, then his offer will not be considered and no claim by him will be entertained. This procedure will be followed till exhaustion of offered quantity or validity period whichever is earlier.

## **12 PENALTY**

If the successful tenderer/buyer does not deposit the material value within 7 days of awarding the sale order, then EMD will be forfeited. If the successful tenderer/buyer does not lift the materials within the period specified by DDM, Rourkela or the period mentioned in the sale order issued by BSLC, and then the EMD amount/Security deposit will be forfeited. In both cases with quantity tolerance of +/-10%, BSLC may cancel the contract at the risk & cost of the buyer by forfeiting the security deposit without prejudice to other legal remedies available and may sale the material to other buyers of the same tender or floating new tenders.

As mentioned in Eligibility criteria, 8.3 above, if the successful bidder failed to lift at least 2000 Cu. M (+/- 10%) per month, their EMD will be forfeited.

## **13 TRANSPORTATION**

BSLC will supply OFF GRADE LIMESTONE MATERIAL from the specified area within the BSLC Mining Lease area. Buyer /Bidder will lift the material from the specified area as per mutually agreed quarterly supply plan. Arrangement for loading and transportation of material from the specified area shall be made by the buyer at its cost and risk.

#### **14 WEIGHMENT**

The material will be weighed at G.O weighbridges (or any other weighbridge in case of breakdown of G.O weighbridge) and the said weighment will be converted into Cu.M by the factor communicated by the office of DDM, Rourkela. Such conversion shall be final & binding on both parties.

Till such conversion factor is not finalised, the Volumetric Measurement of the truck/dala shall be made at the place of BSLC General Weighbridge by the authorized person of BSLC and such measurement shall be the binding on both the parties & shall be basis of payment.

#### **15. TAXES AND DUTIES**

The prices determined by the Seller as per Para -9 (PRICE BID) above are exclusive of royalty levies, duties, taxes etc. All royalty, levies, cess , duties, taxes including labor welfare cess or any other statutory duties that will be in force on the date of sale or that may be introduced subsequently, will be payable by the Buyer.

#### **16. TERMS OF PAYMENT**

The buyer will have to pay 100 % advance including all the charges mentioned below before 2(Two) days from the date of communication of the quantity to be lifted by the buyer. Such charges amongst others will include the following:-

- (i) Material value;
- (ii) Royalty;
- (iii) Cess;
- (iv) Sales Tax,
- (v) Entry Tax and
- (vi) Any other government levies as may be applicable at the time of delivery;

#### **17. MODE OF PAYMENT:**

All payment to BSLC must be through D.D./ Bankers Cheque/ Pay Order or any other mode of electronic transfer of fund as approved by the RBI.

#### **18. OTHER CONDITIONS**

18.1 **Authority of person signing documents** - A person signing the Tender or any document forming part of the Contract on behalf of bidder it shall be presumed that he has authority to do so. However, if, on enquiry, it appears that the person signing the document had no authority to do so the BSLC may, without prejudice to other remedies civil or criminal, cancel the Contract and hold the bidder liable for all costs and damages.

18.2 The Earnest Money/Security Money will not earn any interest.

18.3 In case any bidder seeks to withdraw the offer after opening of the Techno Commercial bid then in such event BSLC shall forfeit the entire EMD.

18.4 BSLC reserves right to cancel the tender process without assigning any reason at any stage.

18.5 If for any reason BSLC fails to supply required quantity of Material to the buyer, BSLC will not be liable for any loss directly or indirectly caused to the buyer due to such non-supply.

Sd/-  
CHIEF EXECUTIVE OFFICER, BSLC LTD.

**THE BISRA STONE LIME COMPANY LIMITED**  
**[A GOVT OF INDIA ENTERPRISE]**

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA. PIN – 770033, PHONE-0661-2610067/270

REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY, KOLKATA-700091,PHONE:033-40169200,FAX:033-4016-9267

**TENDER NOTICE NO:BSLC/MINES/TENDER/157/2015 Date: 13/04/2015**

**CHAPTER-III**

**GENERAL TERMS AND CONDITIONS**

**01. Definition:**

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Partnership 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 as appearing in page No. 1.
- 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, partnership firm, company whose tender has been accepted by the BSLC;
- h. BSLC: BSLC means “The Bisra Stone Lime Company Limited” **the** Company incorporated in India and having its registered office at Saurav Abasan, 2<sup>nd</sup> Floor, Sector-III, Salt Lake, Kolkata-700 091
- i. Competent Authority: Competent Authority means Managing Director (MD) or any designated officer by the MD;

- j. Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

## **02. TENDER SUBMISSION:**

Only Tender documents complete in all respect shall be submitted which will be in 2(two) parts i.e. Part-I: Techno Commercial Bid and Part – II: Price Bid sealed in 2 (two) separate envelopes clearly Superscribing “Techno-Commercial Bid” & “Price Bid” on the respective envelopes. Both the Bids i.e. Techno-Commercial and Price Bid shall be sealed in a 3<sup>rd</sup> separate envelope with complete tender details superscribing Tender Notice No. & Date, Name & Address of the Bidder. Tenders shall have to be submitted at the Tender Box of the company as mentioned in Chapter – I.

**Note:** i) Bids received after 3.30 PM will be rejected.

ii) In case of any difference in rate between figure and in words, amount mentioned in words will be final for evaluation of contract.

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 its tender after opening of the tender may lead to rejection of the tender.

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

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

Part – I, i.e. Techno-Commercial Bid will be opened in the presence of the bidders or their accredited representative at the 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 at the time given in chapter- I.

**04. EVALUATION OF THE BIDS:** The bids will be evaluated on the basis of price quoted and terms & conditions as given in Chapter – II (Evaluation Criteria).

## **05. WORKING HOURS:**

Working hours at mines will be intimated by Chief Executive Officer or his authorized representative.

## **06. AWARD OF CONTRACT**

- i) The Company reserves the right to accept or reject any or all tenders 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 highest offer or to divide the work to more than one successful bidder(s).

## **07. DAMAGE TO BSLC PROPERTIES**

The Buyer will be fully responsible for any loss/damage that may be caused to the premises, equipment, machinery, and other installations of BSLC in the course of removing the material bought by the buyer. The buyer will be fully responsible to reimburse all damages, if any, as may be determined by BSLC.

## **08. ILLEGAL GRATIFICATION**

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the bidder /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the Company in relation to the obtaining or to the execution of this or any other contract with the Company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

## **09. 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 **avoid any** confusion or **for** interpretation of any terms and condition **of the contract**.

## **10. ASSIGNMENT**

This Agreement is not assignable **and non-transferable**.

## **11. FORCE MAJEURE**

If at any time during the **subsistence** of this Agreement either party **becomes incapable** to perform whole or in part any obligation under this Agreement **due to any** acts of God, strikes, go-slow, Loading Plant breakdown, Government ruling, war, blockade, revolution, civil commotion,

riots, floods, plague, or other causes, the Buyer or Seller shall be relieved of all future responsibility for performance of this Agreement.

## **12 RE-SALE AND RESTRICTION ON USE OF PRODUCT**

The bidder will ensure the following:

- a) that the materials will not be used as major minerals
- b) that the materials shall be used only for the purpose of construction of roads within the State of Odisha

If at any point of time it is found that the materials have been used for any other purposes or outside Odisha and if any penalty is levied by Government or any Government authority/agency then the cost including penalty, if any, shall be recovered from the tenderer/bidders

## **13. LAWS GOVERNING THE CONTRACT**

13.1 The Contract shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

13.2 Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

## **14. ARBITRATION**

### **14.1 For Buyers other than PSU:-**

In the event of any dispute or difference between the buyer & seller, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the seller, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Kolkata and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.

#### **14.2 For PSU Buyers:-**

In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time .

The venue of Arbitration shall be Kolkata and the cost of the Arbitration shall be as decided in the Arbitration award. The courts of Kolkata will only have jurisdiction for any unsettled issues needing judicial interpretation.

#### **15. CONFIDENTIALITY:**

Absolute secrecy is to be maintained by the buyer in respect of any information or other technical details that the buyer may come to acquire/ know during the course of the contract.

#### **16. NON-CIRCUMVENTION AGREEMENTS**

The buyer undertakes not to interfere or even attempt to interfere with the running of the business of the seller in any way whatsoever.

#### **17. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and **shall** be liable for rejection.

#### **18. LEGAL AND MISCELLANEOUS OBLIGATION:**

**18.1** The buyer shall be responsible for compliance of all the provisions under Mines Act 1952 and any other Acts/ Rules/ Statutes to be complied during the course of the sales contract. Any violation in this regard will be treated as breach of contract and recovery action shall be taken by the Company as deemed fit in this regard including recovery of penal damages levied by the Government Authority including that of termination of the Contract.

**18.2** All the vehicles engaged for transportation of material must be duly registered with RTA/ DDM and ensured against 3<sup>rd</sup> party and must have fitness certificate, Road permit, Tax token etc from RTA/ DDM. The buyer shall be responsible/ liable for all compensation that may arise for any injury, death etc. due to accident during the open of the performance of the said contract to persons engaged by the buyer and also the public at large.

Sd/-

HIEF EXECUTIVE OFFICER, BSLC LTD.

**ANNEXURE-I**

**THE BISRA STONE LIME COMPANY LIMITED**

**PART-I TECHNO COMMERCIAL BID**

Tender Notice No:- BSLC/MINES/TENDER/157/2015      Date: 13/04/15

Sub- Open sale of off grade material of limestone from BSLC MINES near Birmitrapur, in The District of Sundergarh, Odisha.

<b>SL No.</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDERS</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 525/- (Rupees five hundred twenty five only ) in shape of DD in favour of "The Bisra Stone lime Company Limited" payable at Birmitrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:
07	Whether the agency has enclosed EMD of Rs 1,00,000- (Rupees One Lakh only) in shape of crossed DD/PO/BC in favour of "The Bisra stone lime Company Limited" payable at Birmitrapur/Rourkela.	
08	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited] The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole	

	proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	
09	Whether the agency has submitted latest VAT clearance certificate	
10	Whether the agency has submitted clearance certificate from State Pollution Control Board of Odisha (if the tenderer is a crusher owner).	
11	Whether the Bidder has visited the site and got dully acquainted with the following: (i)Material to be sold by BSLC ii)Specified working area (ii)Extent of work to be done (iii)Labour related local conditions (iv) Other relevant local conditions	
12	Whether the agency has submitted an undertaking in their letter head that the party has not been debarred / black listed by BSLC at any point of time. State in Yes/No. Strike off which is not applicable.	
13	Whether the agency has submitted a declaration that the bidder has carefully read all terms and conditions of the tender document and is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure).	
14	Whether the agency has submitted a certificate that the bidder has no litigation with BSLC, as parties /company having any litigation with BSLC are not eligible.	
15	How much quantity the bidder wants to purchase? The quantity may please be stated in CU.M	
16	Whether the material will be lifted by mechanical means or not	Yes/No (Strike off which is not applicable)

17	Whether the materials will be used only for road or not	Yes/No (Strike off which is not applicable)
18	Whether the materials will be used only within the State of Odisha or not	Yes/No (Strike off which is not applicable)
19	Whether the materials will be used as Major minerals or not	Yes/No (Strike off which is not applicable)

[20] CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide Tender Notice Ref No: Tender Notice No:- BSLC/MINES/TENDER/157/2015 Date: 13/04/2015. I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. Certified that above mentioned particulars are correct and true to the best of my/ our knowledge. In case any statement made above is found not correct my/our tender may be rejected by BSLC ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for six months from the date of opening of the techno commercial bid. 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 TENDERER WITH SEAL

**ANNEXURE-II**

**THE BISRA STONE LIME COMPANY LIMITED**

PART-II PRICE BID

Tender Notice No:- BSLC/MINES/TENDER/157/2015      Date: 13/04/15

**Sub: OPEN SALE OF OFF GRADE MATERIAL OF LIMESTONE FROM  
BSLC MINES NEAR BIRMITRAPUR, IN THE DISTRICT OF  
SUNDERGARH, ODISHA.**

**Basic rate Per cu.m (in Figure) Rs .....**

**Basic rate Per cu.m (In word) Rupees.....**

**N.B:** Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

SIGNATURE OF THE TENDERER

WITH DATE AND SEAL

**UNDERTAKING**

To  
The Chief Executive Officer;  
The Bisra Stone Lime Company Limited,  
Birmitrapur,  
Sundargarh (Odisha)

Tender Notice No:- BSLC/MINES/TENDER/157/2015

Date: 13/04/15

**Sub: OPEN SALE OF OFF GRADE MATERIAL OF LIMESTONE FROM BSLC MINES NEAR BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH, 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 or debarred by BSLC at any time.

I/We also undertake that the materials shall be utilized for road construction only inside the state of Odisha and never will be used as major minerals.

I/We also undertake that the minerals so permitted be used as Minor Minerals only. I/We also authorize 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.

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.